

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

Report item L.1 (OPAC was removed from agenda)

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

December 3, 2024

Closed Session - 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: 849 4065 8552
3. Passcode: 144021

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

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

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

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA

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

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL
2449.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1)).
Name of case: Aaron Starr v. City of Oxnard
Ventura County Superior Court, Case No. 56-2017-00494475-CUWM
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating December 1, 2024 as "World AIDS Day."
2. SUBJECT: Special Guest from the North Pole.
3. SUBJECT: Presentation of a Resolution Commending Rose Chaparro for Four Years of Public Service as the Oxnard City Clerk.
4. SUBJECT: Presentation of a Resolution Commending Arthur Valenzuela, Jr. for One Year and Eight Months of Dedicated Service as a Member of the Oxnard City Council Representing District 6.
5. SUBJECT: Presentation of a Resolution Commending Oscar Madrigal for Eight Years of Dedicated

Public Service as a Member of the Oxnard City Council Representing District 3.

6. SUBJECT: Presentation of a Resolution Commending Bryan A. MacDonald for Sixteen Years of Dedicated Service as a Member of the Oxnard City Council Representing District 4.
7. SUBJECT: Presentation of a Resolution Commending John C. Zaragoza for Twenty-Eight Years of Dedicated Public Service to the City of Oxnard.

F. 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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: Naming the Oxnard Transit Center the *John C. Zaragoza Transit Center Oxnard*.

RECOMMENDATION: That the City Council adopt a resolution naming the Oxnard Transit Center the *John C. Zaragoza Transit Center Oxnard*.

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

<https://youtu.be/2ZUhKIdCfJ0>

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

H. 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.

I. 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.

J. 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.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of October 29, 2024 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Community Development Department

SUBJECT: Approval of Site Lease Agreement with Coast Energy DevCo, LLC through the Clean Power Alliance (CPA) Power Ready Program for the installation of a solar photovoltaic and battery storage project at 214 South C Street.

RECOMMENDATION: That the City Council approve and authorize the City Manager or designee to enter into a Lease Agreement with Coast Energy DevCo, LLC (Coast Energy) for the installation of a solar photovoltaic and battery storage system at the Service Center on 214 South C Street.

(On June 8, 2021, the Community Services, Public Safety, Housing and Development Committee voted 3-0 to support the staff recommendation for the City to work with the CPA to determine the feasibility of installing solar rooftop photovoltaic and battery storage at the Service Center.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

3. Public Works Department

SUBJECT: Public Project Agreement 32500283 with Chrisp Company for Refreshing School Crosswalks Project, Specification No. PW 25-35.

RECOMMENDATION: That the City Council approve and authorize the Mayor to Execute an Agreement with Chrisp Company in the amount of \$216,454.20 and a Project contingency amount of \$21,645 (10%) for a total not to exceed value of \$238,099.20 for the Project.

(This item did not originate in Committee as this is an American Rescue Plan Act (ARPA) improvement project that was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Purchase Order with Waxie's Sanitary Supply, Inc. for \$200,000 for the Purchase of Receptacle Waste and Recycling Bins.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute a Purchase Order with Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for \$200,000 through June 30, 2025, for the purchase of receptacle waste and recycling bins.

(This item did not originate in Committee as this is an American Rescue Plan Act (ARPA) improvement project that was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Professional Services Agreements 32500224 with Kimley-Horn and Associates, Inc.,

32500226 with Fehr & Peers and 32500223 with LSY Enterprise, Inc. for as-needed Traffic-Related and Planning Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following:

1. An Agreement with Kimley-Horn and Associates, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of \$1,500,000 for as needed Traffic Signal Operations and Engineering Services Specification No. PW 25-18;
2. An Agreement with Fehr & Peers for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of \$1,500,000 for as needed Transportation Planning and Grant Writing Services Specification No. PW 25-19; and
3. An Agreement with LSY Enterprise, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of \$1,500,000 for as needed General Traffic Engineering Services Specification No. PW 25-20.

(Public Works and Transportation Committee approved 3-0 on November 12, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Agreement 32500218 with Garcia's Landscaping Maintenance, Inc. for On-Call Landscape Systems Maintenance and Minor Repair Services, Specification No. 25-10.

RECOMMENDATION: That the City Council approve and authorize an Agreement with Garcia's Landscaping Maintenance, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of \$3,000,000 for citywide On-Call Landscape Systems Maintenance and Minor Repair Services.

(Public Works and Transportation Committee approved 3-0 on November 12, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Receipt and Filing of Special Tax and Bond Accountability Act Report (SB 165) for Fiscal Year 2023-24.

RECOMMENDATION: Staff recommends the City Council receive and file the Special Tax and Accountability Act Report for the Fiscal Year Ending June 30, 2024.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

8. Housing Department

SUBJECT: Third Amendment to Agreement 9292-01-HO for Security Services.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize the Executive Director to execute a Third Amendment to Agreement

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9292-21-HO with Alltech Industries, Inc. in the amount of \$105,963.12 for a total agreement value of \$408,612.24 using funds from the Low Rent Public Housing Operating Funds budget and Housing Choice Voucher Administrative Fees budget.

(This item did not originate in Committee because it is a continuation of an item previously approved by the Board of Commissioners.)

Legislative Body: Oxnard Housing Authority

Contact: Emilio Ramirez, (805) 385-8094

9. Police Department

SUBJECT: Third Amendment to Agreement No. 9722-22-FN for Police Department Car Wash Services - New Image 2000.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement 9722-22-FN with New Image 2000 car wash services for the Oxnard Police Department, and approve a \$12,500 increase to the Agreement's not to exceed amount for a total agreement value of \$212,000.

(This item did not originate in Committee)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

10. Finance Department

SUBJECT: Monthly Investment Report as of October 31, 2024.

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

(This item did not originate in committee.)

Legislative Body: City Council

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

11. City Clerk Department

SUBJECT: Conflict of Interest Code Amendment.

RECOMMENDATION: That the City Council adopt a resolution repealing all previous Conflict of Interest Code resolutions and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests (“Form 700”).

(This item did not originate in committee.)

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

12. Finance Department

SUBJECT: AB1600 Annual Report for Development Impact and In-Lieu Fees for the fiscal year ending June 30, 2024.

RECOMMENDATION: That the City Council receive and file the AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees for the fiscal year and five years ending June 30, 2024.

(Finance and Governance Committee approve 3-0 on November 12, 2024)

Legislative Body: City Council

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

L. REPORTS

1. Public Works Department

SUBJECT: Additional Project Contingency and Budget Appropriation Transfer for the Aquifer Storage and Recovery Completion Project PW 20-08. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. An additional project contingency in the amount of \$1,000,000 to Agreement A-8261 with Spiess Construction Company, Inc. for a new not-to-exceed contract value of \$5,583,700 and extend the completion date to February 1, 2026, for the Recycled Water: Aquifer Storage and Recovery Completion Project (C2021); and
2. The City Manager to approve a budget appropriation transfer in the amount of \$1,402,349 from Recycled Water Backbone Hueneme Phase 2 (C1001) Water Bond Fund (609) to the Recycled Water: Aquifer Storage and Recovery (ASR) Completion Project (C2021) and corresponding transfers from the Water Capital Fund (602).

(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/FKwaFAr9Fts>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Update on Mobile Car Washing Regulations and Enforcement. (10 minutes)

RECOMMENDATION: That the City Council receive and file an update on mobile car washing regulations and enforcement.

(Public Works and Transportation Committee approved 3-0 on October 22, 2024 to forward the item to the Council to receive and file.)

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

<https://youtu.be/iNKiMyO40E>

Legislative Body: City Council

Contact: Michael Wolfe, Jeff Pengilly, (805) 385-8055, (805) 385-8208

3. Community Development Department

SUBJECT: Update to the City of Oxnard, California Environmental Quality Act (CEQA) Threshold Guidelines. (10 minutes)

RECOMMENDATION: That the City Council adopt a resolution repealing Resolution No.15,040 and adopt a resolution approving updated CEQA Threshold Guidelines (herein referred to as 2024 CEQA Threshold Guidelines) and finding that the 2024 CEQA Threshold Guidelines are exempt from CEQA under Guidelines Section 15061(b)(3).

(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/wQS4OXZbQVA>

Legislative Body: City Council

Contact: Jeff Pengilly, (805) 385-8208

4. Police Department

SUBJECT: Brinc Drone Agreement. (10 minutes)

RECOMMENDATION: That the City Council:

- 1) Receive an update report from the Police Department on the topics of drone uses in public safety, and a Drone First Responder (“DFR”) program; and
- 2) Approve and authorize the Mayor to enter into a five-year agreement (A-8564) with BRINC Drones (“BRINC”) in an amount not to exceed \$2,009,515.00 to provide the Police Department with equipment, technology, and support to establish and operate a Drone First Responder program, and
- 3) Authorize the Police Department to acquire and use drones provided under the agreement with BRINC, and
- 4) Approve grant revenue recognition and appropriation of \$363,717 from the State Supplemental Law Enforcement Services Fund (SLESF) to the State and Local Grant Fund (210) for Citizens Option for Public Safety (COPS) Program, and the corresponding Capital Outlay Fund (301) transfer in revenue/appropriation in the same amount, for the agreement with BRINC Drones.

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

https://youtu.be/GUbg_zN9YOo

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

5. Housing Department

SUBJECT: Remittance to the City of Oxnard’s Community Development Block Grant (CDBG)

Line of Credit with the United States Department of Housing and Urban Development for Ineligible Program Costs (10 minutes).

RECOMMENDATION: That the City Council:

1. Authorize the City Manager to remit up to \$369,083.93 to the City of Oxnard’s Community Development Block Grant Line of Credit with the United States Department of Housing and Urban Development for ineligible program costs to comply with the 2021 monitoring review requirements;
2. Authorize the City Manager, or designee, to appropriate up to \$369,083.93 from the City’s General Fund (101) available fund balance; and
3. Authorize the Finance Department to complete a cash transfer to the United States Treasury to return funds to the City of Oxnard’s Line of Credit with the United States Department of Housing and Urban Development.

(This item did not originate in Committee. This item was previously presented to City Council on July 5, 2022.)

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

<https://youtu.be/IwYZCGalt9w>

M. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD COMMENDING ROSE CHAPARRO FOR FOUR YEARS OF
DEDICATED PUBLIC SERVICE AS THE OXNARD CITY CLERK

WHEREAS, Rose Chaparro was elected as City Clerk in 2020; and

WHEREAS, Rose Chaparro has served the City with dedication, diligence and skill in
her position as City Clerk for the past four years; and

WHEREAS, as Clerk, she was responsible for the preparation of minutes and agendas,
conflict of interest statements and campaign statement review; and

WHEREAS, she served as the City's Elections Official in the 2022 and 2024 municipal
elections and the March 7, 2023 special election in District 6.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to
commend, recognize and extend its gratitude to Rose Chaparro for four years of dedicated public
service and extends best wishes to her in all future endeavors.

PASSED AND ADOPTED this 3rd day of December, 2024 by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Dee Lai, Assistant City Clerk

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD COMMENDING ARTHUR VALENZUELA, JR. FOR
ONE YEAR AND EIGHT MONTHS OF DEDICATED PUBLIC
SERVICE AS A MEMBER OF THE OXNARD CITY COUNCIL
REPRESENTING DISTRICT 6

WHEREAS, Arthur Valenzuela, Jr. has faithfully served the residents and businesses of the Oxnard community as a Councilmember on the City Council representing District 6 since he was elected on April 4, 2023; and

WHEREAS, Arthur Valenzuela, Jr. has distinguished himself as a valued leader who consistently brought a high level of dedication and commitment to his office, and who has worked many long hours on behalf of the residents of Oxnard; and

WHEREAS, Arthur Valenzuela, Jr. has been active in local government and helped bring to fruition numerous projects and has contributed greatly to the City as a member of the Oxnard Housing Authority; and

WHEREAS, Arthur Valenzuela, Jr. has been instrumental in advancing social justice, restoration of Ormond Beach and environmental sustainability in our City; and

WHEREAS, Arthur Valenzuela, Jr. was an advocate for resident engagement and involvement in community programs.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Arthur Valenzuela, Jr. for one year and eight months of dedicated public service and for his significant leadership as a member of the City Council representing District 6 in enriching the Oxnard community for the betterment of present and future generations.

PASSED AND ADOPTED this 3rd day of December, 2024 by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING OSCAR MADRIGAL FOR EIGHT YEARS OF
DEDICATED PUBLIC SERVICE AS A MEMBER OF THE
OXNARD CITY COUNCIL REPRESENTING DISTRICT 3

WHEREAS, Oscar Madrigal has faithfully served the residents and businesses of the Oxnard community as a Councilmember on the City Council representing District 3 since he was elected in 2016; and

WHEREAS, Oscar Madrigal has distinguished himself as a valued leader who consistently brought a high level of dedication and commitment to his office, and who has worked many long hours on behalf of the residents of Oxnard; and

WHEREAS, Oscar Madrigal has been active in local government and has contributed greatly to the City as a member of the Oxnard Housing Authority, and numerous boards, commissions and committees including: Beach Erosion Authority for Control of Operation & Nourishment – (Alternate); Carnegie Art Museum Cornerstones Board of Directors; Oxnard Downtown Management District; Downtown Improvement Task Force; Homeless Plan Working Group; Ventura Council of Governments – (Alternate); and Ventura County Animal Regulation Commission – (Alternate); and

WHEREAS, Oscar Madrigal spearheaded to fruition numerous projects: Cast Iron Pipe Replacement Project in Colonia; the Green Alleys Project; Colonia Neighborhood Paving Phase II; Neighborhood Paving; Del Sol Park Restroom; Olympic quality Skatepark at Colonia; Boxing Gym roof rehab; Colonia Pool Repair; Boxing Gym (interior) rehab; Del Sol Park playground replacement; and Romona School Pedestrian Enhancements; and

WHEREAS, Oscar Madrigal was an advocate for resident engagement and involvement in community programs and youth empowerment.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Oscar Madrigal for eight years of dedicated public service and for his significant leadership as a member of the City Council representing District 3 in enriching the Oxnard community for the betterment of present and future generations.

PASSED AND ADOPTED this 3rd day of December, 2024 by the following vote:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING BRYAN A. MACDONALD FOR SIXTEEN YEARS OF DEDICATED
SERVICE AS A MEMBER OF THE OXNARD CITY COUNCIL REPRESENTING
DISTRICT 4

WHEREAS, Bryan A. MacDonald has faithfully served the residents and businesses in the City of Oxnard for sixteen years as a Councilmember and Mayor Pro Tem on the Oxnard City Council; and

WHEREAS, Bryan A. MacDonald has shown dedication to public safety in the City of Oxnard as a member of the Oxnard Police Department for thirty years before retiring with the rank of Assistant Chief of Police; and

WHEREAS, Bryan A. MacDonald has a long history of community involvement including, active participation in the American Cancer Society Gold Coast Community Council as a prior Chairperson, the Elite Theatre Company as the Board President, the Knights of Columbus, Council 750 as a member, the Alcohol and Drug Advisory Board for the County of Ventura Behavioral Health Department as a Vice-Chair and the Oxnard Salsa Festival Committee as a member; and

WHEREAS, Bryan A. MacDonald has contributed to the development of officers through the Ventura College Reserve Academy both as the Officer in Charge and an instructor since 1987, and he continues to impart his professional experience in public safety and Criminology as an Adjunct Professor of Criminal Justice at Ventura College; and

WHEREAS, Bryan A. MacDonald has been active in local government and helped bring to fruition numerous projects and has contributed greatly to the City as a member of the Oxnard Housing Authority, and numerous boards, commissions and committees including: LOSSAN - Amtrak Pacific Surfliner; Ventura County Transportation Commission; Central Coast Rail Coordinating Council; Gold Coast Transit District; Association of Water Agencies Ventura County; Economic Development Collaborative; Oxnard Convention and Visitors Bureau; member of the National Latino Peace Officers Association Ventura County; Southern California Edison Government Advisory Panel; and formerly a representative of Southern California Association of Governments; Downtown Oxnard Management District and Regional Defense Partnership for the 21st Century; and

WHEREAS, Bryan A. MacDonald has demonstrated a commitment to public service and has worked tirelessly on behalf of the residents of Oxnard.

Resolution No.
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NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to commend, recognize, and extend its gratitude to Bryan A. MacDonald for sixteen years of dedicated public service and his significant leadership role in enriching the Oxnard community for the betterment of present and future generations.

PASSED AND ADOPTED THIS _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING JOHN C. ZARAGOZA FOR TWENTY-EIGHT YEARS OF
DEDICATED PUBLIC SERVICE TO THE CITY OF OXNARD

WHEREAS, John C. Zaragoza has faithfully served the residents and businesses of the Oxnard community for twenty-eight years as a Councilmember, Mayor Pro Tem, and Mayor on the Oxnard City Council, and a Supervisor on the Ventura County Board of Supervisors; and

WHEREAS, John C. Zaragoza has distinguished himself as a valued leader who consistently brought a high level of empathy, enthusiasm, and a commitment to excellence to his office; and

WHEREAS, John C. Zaragoza has contributed greatly to the City as a member of the Oxnard Housing Authority, Community Development Commission, and numerous boards, commissions and committees including Las Cortes, Inc. non-profit housing corporation, Neighborhood Conservation Task Force, Ormond Beach Property Oversight Ad Hoc Committee, Oxnard Airport Authority, Oxnard Convention and Visitors Bureau, liaison to the Association of Water Agencies for Ventura County, Beach Erosion Authority for Clean Oceans and Nourishment, Joint Oxnard/Ventura Cooperative Committee, Point Mugu Regional Airport Authority, Regional Defense Partnership for the 21st Century, Ventura County Animal Regulation Commission, Local Agency Formation Commission, the Air Pollution Control Board, and the Ventura Regional Sanitation District; and

WHEREAS, John C. Zaragoza has been instrumental in advancing social justice, responsible economic growth, and environmental sustainability in our City; and

WHEREAS, John C. Zaragoza has helped bring to fruition numerous projects for the betterment of our community, including the Nyeland Acres Center, the Farmworker Resource Program, the South Oxnard Library, the Anti-Graffiti Program, the Police Activities League program, the recreational component for after-school programs, significant affordable housing projects, the Del Norte Regional Transfer Station, the Esplanade Power Center, the Dallas Cowboys spring training program, and the preservation of the Ormond Beach Wetlands area; and

WHEREAS, John C. Zaragoza has led efforts to prevent the closure of McGrath State Beach; and

WHEREAS, John C. Zaragoza was born in Ventura County and is an Oxnard businessman who has participated in numerous local organizations contributing to the betterment of our community, including the Oxnard Chamber of Commerce, Hispanic Chamber of Commerce of Ventura County, Oxnard Kiwanis, Oxnard Board of Realtors, and Sunset Little League Board.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to commend, recognize, and extend its gratitude to John C. Zaragoza for twenty-eight years of dedicated public service and his significant leadership role in enriching the Oxnard community for the betterment of present and future generations.

PASSED AND ADOPTED THIS _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bryan MacDonald, Mayor Pro Tem

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY AGENDA ITEM NO. G.1

DATE: December 3, 2024

TO: City Council

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

SUBJECT: Naming the Oxnard Transit Center the *John C. Zaragoza Transit Center Oxnard*.

RECOMMENDATION

That the City Council adopt a resolution naming the Oxnard Transit Center the *John C. Zaragoza Transit Center Oxnard*.

Please click the following link to view the Measure M pre-recorded presentation video: <https://youtu.be/2ZUhKIdCfJ0>

BACKGROUND

Mayor John C. Zaragoza has been an active public servant in Oxnard for 62 years. He is an Oxnard native -- born, raised, and schooled in Oxnard. He started out as a bus driver for the City in 1962 and promoted throughout the next three decades until his retirement in 1993 as the City's Refuse Department Superintendent. Zaragoza then transitioned to serving the public for another three decades as an elected official – winning election to the Oxnard City Council, the Ventura County Board of Supervisors, and finally, as Oxnard's Mayor.



Mayor Zaragoza's long career of public service and achievement is rare. Given that his career began as a public bus driver, that he was a strong advocate for public transit during his 12 years on the Board of Supervisors, and that Zaragoza is an Oxnard native, it is highly appropriate to name the transit center in downtown Oxnard after the Mayor.

The *John C. Zaragoza Transit Center Oxnard* is fitting, appropriate, and very well deserved.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no immediate financial impact. Staff will determine the cost of installing the new signage and, if it will cost more than \$200,000, return to City Council for the required appropriation.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. Resolution 12,991
2. Resolution John C. Zaragoza Transit Center Oxnard
3. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 12,991

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING PROCEDURES FOR NAMING CITY PARKS AND OTHER
PUBLIC FACILITIES.

WHEREAS, the City Council adopted a policy in April, 1977 establishing procedures and guidelines for naming City facilities in honor of local residents; and

WHEREAS, the City Council desires to update and revise this policy.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

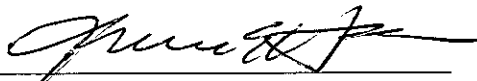
1. Any person, entity, or organization, including a City employee, may request that a park, recreation facility or other public facility be identified in a specific manner.
2. Any such request shall be filed with the City Clerk or designee.
3. If the request concerns a park or recreation facility, the name will be reviewed by the Parks and Recreation Commission ("Commission"). The Commission shall then recommend a name for the park or recreation facility to the City Council.
4. If the request concerns a public facility other than a park or recreation facility, the name will be reviewed by the City Council.
5. The City Council or Commission will consider such requests at a public meeting. At the meeting any person, entity or organization may propose another name for the park, recreation facility or other public facility.
6. After thoroughly evaluating all of the names submitted and any recommendation of the Commission, the City Council, at its discretion, will select the name for the park, recreation facility or other public facility.
7. Although exceptional, in appropriate circumstances as determined by the City Council, a park, recreation facility or other public facility may be named after a person, whether living or deceased.
8. If the name of a deceased person is submitted as the name of park, recreation facility or other public facility, a minimum of five years shall have elapsed since the person's death before his or her name may be considered by City Council.
9. Administrative Manual Section F-6 is hereby repealed.

PASSED AND ADOPTED this 10th day of January 2006 by the following vote:

AYES: Councilmembers Herrera, Holden, Maulhardt, Zaragoza and Flynn.

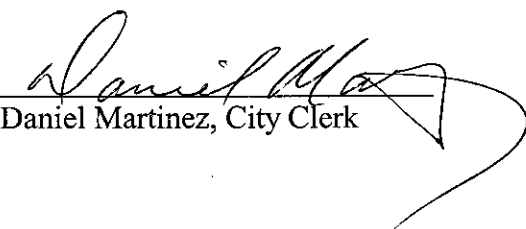
NOES: None.

ABSENT: None.



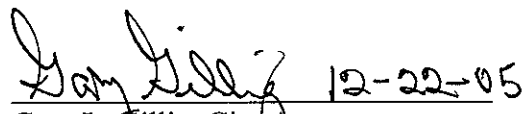
Dr. Thomas E. Holden, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD RENAMING “OXNARD TRANSIT CENTER” TO
“JOHN C. ZARAGOZA TRANSIT CENTER OXNARD”

WHEREAS, City Council Resolution No. 12, 991 establishes procedures for naming city parks and other public facilities; and

WHEREAS, Mayor John C. Zaragoza has been an active public servant in Oxnard for 62 years; and

WHEREAS, he is an Oxnard native; and

WHEREAS, he was born, raised and schooled in Oxnard; and

WHEREAS, he started out as a bus driver for the City in 1962 and was promoted throughout the next three decades until his retirement in 1993 as the City’s Refuse Superintendent; and

WHEREAS, he transitioned to serve the public for another three decades as an elected official – winning election to the Oxnard City Council, the Ventura County Board of Supervisors, and finally, as Oxnard’s Mayor; and

WHEREAS, Mayor Zaragoza has been a strong advocate for public transit during his 12 years on the Board of Supervisors; and

WHEREAS, he continues to be strong supporter and advocate for public transit; and

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves:

1. “Oxnard Transit Center,” located at 201 East Fourth Street, shall be re-named “John C. Zaragoza Transit Center Oxnard.”

PASSED AND ADOPTED this 3rd day of December, 2024 by the following vote:

AYES:

NOES:

ABSENT:

Bryan MacDonald, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney



Proposal/resolution to name our transit center the
John C. Zaragoza
Transit Center Oxnard





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

DATE: December 3, 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 October 29, 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 10 29 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
October 29, 2024

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

At 4:31 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 Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present in person. Councilmember Basua was absent.

Councilmember Madrigal arrived late and joined the meeting at 7:00 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** (None received.)

C. **CLOSED SESSION (4:30 PM)**

1. 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
Ventura County Superior Court, Case No. 201900536759CUMC
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1)).
Name of case: People of the State of California v. Rastegar
Ventura County Superior Court, Case No. 201900536729CUMC
Legislative Body: City Council

At 4:33 p.m., the City Council recessed to a closed session. At 5:14 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that items C.1 and C.2 were reviewed and made the following statement: "By an affirmative vote of all the Councilmembers present (Councilmember Madrigal and Councilmember Basua were absent), the City Council has given its legal counsel approval to seek appellate review or relief in City of Oxnard v. Fox Canyon Groundwater Management Agency, regarding the partial denial of the City's motion to compel compliance with the trial court's order on writ of mandate concerning the GMA's groundwater allocation ordinance."

D. APPOINTMENT ITEMS (5:00 PM)

1. City Manager Department

SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report.

RECOMMENDATION: That the City Council receive the OCVB Fiscal Year 23-24 Annual Report.

(Live presentation by Oxnard Convention & Visitors Bureau Vice President of Marketing & Communications, Brittney Hendricks.)

Julie Buffo, President and CEO; Brittney Hendricks, Vice President of Marketing and Communications; and Daniel Cabrera, Digital & Multicultural Marketing Manager at Visit Oxnard presented and provided an annual report. Public comments were received from Pat Brown. The presentation was received and filed; no formal action was taken.

2. City Manager Department

SUBJECT: Presentation by Community Action of Ventura County (CAVC).

RECOMMENDATION: That the City Council receive an update on CAVC services and including the Low Income Household Water Assistance Program (LIHWAP).

Susana Lopez-Garcia, Executive Director at Community Action of Ventura County presented and provided an update about the community market, food hub, and community workshops. She also spoke about the partnerships with Chase Bank, Food Share, and VCCU. Public comments were received from Pat Brown. The presentation was received and filed; no formal action was taken.

E. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

F. CEREMONIAL ITEMS

1. Presentation of a Proclamation Designating November 11, 2024 as "Veterans Day."

Mayor Zaragoza read the proclamation and presented it to Sal Gonzalez and other members of the Ventura DAV (Disabled American Veterans). They accepted the proclamation on behalf of the organization in honor of Veteran's Day.

2. Presentation by Oxnard-Ocotlan Sister Cities Committee of Visitation.

Mayor Zaragoza read the proclamation and presented it to Debra Cordes, Priscilla Herrera, Andres and Margaret Herrera, Melissa Garcia, Carol and Bruce Flores-Beck, and Dorina Padilla; members of the Oxnard-Ocotlan Sister Cities Committee came to the dais to accept the proclamation. The Oxnard-Ocotlan Sister City is active and always welcoming new members.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Alfred Flores (Wastewater Operator Wages), Steve Nash (election), and Alfred Zepeda (Wastewater Operator Wages).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen provided the following community updates: El Día De Los Muertos will be held at the Carnegie Art Museum on November 1-3, and at the Main Library Branch on November 2; Free Del Norte Drop-off Days for unwanted items at the Del Norte Regional Recycling & Transfer Station on November 2; and Election Day on Tuesday, November 5, for ballot box information call 805-654-2664.

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of October 1, 2024, regular meeting as presented.

2. Finance Department

SUBJECT: Monthly Investment Report as of September 30, 2024.

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

3. City Manager Department

SUBJECT: Public Project Agreement 32500211 with Square Signs, LLC for the Gateway Monument Project, Specification No. CM 24-05.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$315,720.15 in Project funds for the Gateway Monument Project, Specification No. CM 24-05;
2. The Mayor to execute an Agreement with Square Signs, LLC in the amount of \$263,100.15 for the Project;
3. A Project contingency amount of \$26,310 (10%) with Square Signs, LLC for a total not to exceed value of \$289,410.15 for the Project;
4. A Project allocation amount of \$26,310 for engineering, inspection, survey and project management for the project; and
5. A budget appropriation, and corresponding transfer in revenue, in the Capital Outlay Fund (301), in the total amount of \$315,720.15, funded from existing General Fund (101) FY2024-25 appropriation.

This item did not originate in Committee as this is one of the four gateway monument signs approved by City Council in June 2023.

4. City Manager Department

SUBJECT: Public Project Agreement 32500212 with Square Signs, LLC for the Citywide Wayfinding Sign Program Specification No. CM 24-132.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$608,169.13 in Project funds for the Citywide Wayfinding Sign Program Project Specification No. CM 24-132;
2. The Mayor to Execute an Agreement with Square Signs, LLC in the amount of \$506,807.61 for the Project;
3. A Project contingency amount of \$50,680.76 (10%) with Square Signs, LLC for a total not to exceed value of \$557,488.37 for the Project; and
4. A Project allocation amount of \$50,680.76 for engineering, inspection, survey and project management for the Project.

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

5. Public Works Department

SUBJECT: Agreement 32500151 with Filippin Engineering, Inc. for Construction Management Services for Ventura Road and Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Filippin Engineering, Inc. in the amount of \$415,947.64 with a term from November 1, 2024, to June 30, 2026, for construction management services for Ventura Road and Rice Avenue Sewer Main Replacement Project, Specification No. PW 23-119.

(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.)

6. Public Works Department

SUBJECT: Annual Purchase Orders with Badger Meters, Inc. for Advanced Metering Infrastructure (AMI) Capable Water Meters.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Badger Meter, Inc. for a total amount not to exceed value of \$975,000 through June 30, 2029, for the supply of Advanced Metering Infrastructure (AMI) Capable Water Meters.

(Public Works and Transportation Committee approved 3-0 on October 8, 2024.)

7. Public Works Department

SUBJECT: Amend Department-Wide Blanket Purchase Orders for a Not to Exceed (NTE) Amount Greater than \$200,000 Each.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to amend purchase orders, consistent with the City's purchasing requirements, with the following vendors:

1. Allstar Fire Equipment Co. for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2025;
2. Amazon.com Services LLC for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2025;
3. Applied Industrial Technologies for an additional \$100,000 for a new not to exceed amount of \$300,000 through June 30, 2025;
4. Bauer Compressors, Inc. for an additional \$250,000 for a new not to exceed amount of \$450,000 through June 30, 2025;
5. Grainger, Inc. for an additional \$250,000 for a new not to exceed amount of \$450,000 through June 30, 2025;
6. Hach Company for an additional \$135,000 for a new not to exceed amount of \$285,000 through June 30, 2025;
7. Home Depot U.S.A., Inc. for an additional \$200,000 for a new not to exceed amount of \$400,000 through June 30, 2025;
8. L.N. Curtis & Sons for an additional \$250,000 for a new not to exceed amount of \$450,000 through June 30, 2025;
9. Lowes for an additional \$250,000 for a new not to exceed amount of \$450,000 through June 30, 2025;
10. O'Reilly for an additional \$50,000 for a new not to exceed amount of \$250,000 through June 30, 2025;
11. Office Depot, Inc. for an additional \$100,000 for a new not to exceed amount of \$300,000 through June 30, 2025;
12. Sunbelt Rentals, Inc. for an additional \$125,000 for a new not to exceed amount of \$325,000 through June 30, 2025;
13. Ventura County Auto Supply (NAPA) for an additional \$100,000 for a new not to exceed amount of \$300,000 through June 30, 2025; and

14. Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for an additional \$150,000 for a new not to exceed amount of \$350,000 through June 30, 2025.

(Public Works and Transportation Committee approved 3-0 on October 8, 2024.)

8. Public Works Department

SUBJECT: Agreement 32500106 with UniFirst Corporation for Uniform Rental and Laundry Services for Public Works.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with UniFirst Corporation for an initial three-year term from November 1, 2024, to October 31, 2027, with the option for two consecutive one-year period extensions ending October 31, 2029, for a total amount not to exceed \$1,090,000 for uniform rental and laundry services for various City Departments utilizing Sourcewell contract #011124-UFC.

(Public Works and Transportation Committee approved 3-0 on October 8, 2024.)

9. Housing Department

SUBJECT: MNS Engineers Inc. Labor and Environmental Compliance Agreement.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement Number 32500194 with MNS Engineers, Inc., with a term from October 30, 2024, to December 31, 2025, with a not to exceed amount of \$343,739.00, for labor and environmental compliance services.

(This item did not originate in committee.)

It was moved by Councilmember Teran, seconded by Councilmember Valenzuela, to approve the Information/Consent items as presented. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

M. REPORTS

1. Public Works Department

SUBJECT: Public Project Agreement 32500182 with Security Paving Company, Inc. for Rice Avenue/Fifth Street/State Route 34 Grade Separation Project, Specification No. PW 18-47.

RECOMMENDATION: That the City Council approve and authorize:

1. A total amount of \$80,349,567.20 in Project funds for the Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47; and
2. The Mayor to Execute an Agreement with Security Paving Company, Inc. in the amount of \$76,523,397.20 and a Project contingency amount of \$3,826,170 (5%) with Security Paving Company, Inc. for a total not to exceed value of \$80,349,567.20

for the Project.

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

Michael Wolfe, Public Works Director introduced Assemblymember Jacqui Irwin and Martin Erickson, Public Transit Director at Ventura County Transportation Commission, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: MacDonald, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 5-0. Councilmember Madrigal was absent during this vote. Councilmember Basua was absent.

2. Public Works Department

SUBJECT: Agreement 32500217 with MNS Engineers, Inc. for Construction Management Services for Rice Avenue/Fifth Street/State Route 34 Grade Separation Project, Specification No. PW 18-47.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with MNS Engineers, Inc. in the amount of \$12,298,039.51 with a term from October 29, 2024, to October 29, 2029, for construction management services for Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47.

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

Michael Wolfe, Public Works presented and was available to answer questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

3. Public Works Department

SUBJECT: Seventh Amendment to Agreement A-8094 with HDR, Inc. for Rice Avenue/Fifth Street/State Route 34 Grade Separation Project, Specification No. PW 18-47.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Seventh Amendment with HDR, Inc. in the amount of \$1,938,398.28, for

a new not to exceed contract value of \$11,816,253.53 to perform engineering design support during construction for the Rice Avenue/Fifth Street/Route 34 Grade Separation Project, Specification No. PW 18-47.

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

Michael Wolfe, Public Works presented and was available to answer questions. No public comments were received. Discussion ensued among the Council and staff.

Council made a motion to approve the recommended action with an amendment due to a correction to a minor grammatical error.

It was moved by Councilmember Valenzuela, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as amended. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

4. Community Development Department

SUBJECT: Planning and Zoning Permit No. 24-600-02 (Pre-Application); Pre-Application Review of the Harrison Avenue Apartments Project, Located at 145-155 Harrison Avenue.

RECOMMENDATION: That the City Council review and provide preliminary comments on a pre-application for a General Plan Amendment, Zone Change, Special Use Permit, Density Bonus, and Lot Merger to allow for the construction of a 100-unit all-affordable apartment project.

Jeff Pengilley, Community Development Director and Joe Pearson II, AICP, Planning and Environmental Services Manager presented and were available to answer questions. Public comments were received from Brad Dickason. Council provided input to staff; no formal action was taken at this time.

5. Community Development Department

SUBJECT: Grant of Easement to Southern California Edison on a portion of city-owned property located at 1101 Viewpoint Drive.

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
2. Grant an easement to Southern California Edison (SCE), consistent with Exhibit A and Exhibit B, and for the purposes stated in such; and
3. Authorize the Mayor to sign the Grant of Easement.

Jeff Pengilley, Community Development Director and Joe Pearson II, AICP, Planning and Environmental Services Manager were available to answer questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action. VOTE: MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 6-0. Councilmember Basua was absent.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:44 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



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

DATE: December 3, 2024

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Approval of Site Lease Agreement with Coast Energy DevCo, LLC through the Clean Power Alliance (CPA) Power Ready Program for the installation of a solar photovoltaic and battery storage project at 214 South C Street.

RECOMMENDATION

That the City Council approve and authorize the City Manager or designee to enter into a Lease Agreement with Coast Energy DevCo, LLC (Coast Energy) for the installation of a solar photovoltaic and battery storage system at the Service Center on 214 South C Street.

(On June 8, 2021, the Community Services, Public Safety, Housing and Development Committee voted 3-0 to support the staff recommendation for the City to work with the CPA to determine the feasibility of installing solar rooftop photovoltaic and battery storage at the Service Center.)

BACKGROUND

On June 30, 2022, the City Council authorized a Memorandum of Understanding (MOU-A-8479, see Attachment 1 and Attachment 2) with the Clean Power Alliance (CPA) that authorized the City's no-cost participation in the CPA Power Ready Program which allowed solar photovoltaic (PV) and battery storage to be installed at the Service Center, 214 South C Street.

The Power Ready Program offers each CPA member agency the opportunity to host a PV and battery storage system at a critical facility in participating jurisdictions. The Service Center was evaluated and selected for the Power Ready Program primarily because it hosts critical City functions (Building and Safety, Billing and Licensing and the City's Emergency Operations Center).

As a member agency and on behalf of the City and all participating member agencies (a total of 8 member agencies with a total of 11 projects), CPA has selected the energy developer/financier, Coast Energy, through a competitive solicitation and negotiated a 20-year term to fund, build, own, and operate the Power Ready PV and battery storage system at the Service Center. The contract term is typical for energy and battery storage facilities.

With the successful completion of the project, the City will implement one of the recommended programs illustrated in the Council approved Climate Action and Adaptation Plan (CAAP), development of solar projects on municipal buildings and facilities, and therefore advance the City towards its climate targets.

DISCUSSION

Since City Council authorization of the MOU, the City has worked with Coast Energy on the contract terms which is reflected in the site lease agreement ("Lease Agreement") (see Attachment 3). The attached Lease Agreement identifies negotiated lease terms, including:

- The Lease will begin upon the first day of operation and remain for 20 years, plus a 90-day removal period.
- With installation of the PV and battery storage system, the City will pay equal or less than the amount charged to the City annually under the rate structure that would otherwise have been in place if the City did not participate in this program.
- During or following the end of the contract term, the agreement includes a buyout provision whereby the City has the option to purchase the PV and/or battery storage system at market value, or at a price mutually agreed to by both Coast Energy and the City.
- At the end of the contract term, Coast Energy will remove the PV and battery storage system from the Service Center roof and parking lot and restore the roof and parking lot to its prior and pre-equipment installation condition.
- The PV and battery storage system will generate 175.5 kW of installed storage capacity for specific critical loads, providing a minimum of four hours of emergency power for the Service Center.
- Coast Energy will be responsible for the maintenance of the PV and battery storage system, including ensuring for the life of the contract that all related equipment is kept in a safe, clean, and operational condition.
- Construction will be conducted in a manner that will not unreasonably interfere with City's operations and customer access to the Service Center, and Coast Energy will be responsible for obtaining all required permits at no cost to the City.
- At the City's request, metrics illustrating greenhouse gas emissions avoided through implementation of the PV and battery storage system will be reported to the City by either CPA and/or Coast Energy.

City Council's authorization of the Lease Agreement is the final step in the project's planning phase, with construction scheduled to begin mid-2025.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no financial impact to the City. There is no cost for the procurement, installation or maintenance of the equipment, and the energy rates paid annually will be equal to or less than the rate structure that would be in effect if the City did not participate in the CPA Power Ready Program.

COMMITTEE OUTCOME

On June 8, 2021, the Community Services, Public Safety, Housing and Development Committee voted 3-0 to support the staff recommendation for the City to work with the CPA to determine the feasibility of installing solar rooftop photovoltaic and battery storage at the Service Center.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Ashley Barden, Sustainability Analyst

ATTACHMENTS

1. June 30, 2022 City Council Agenda Item_ CPA PowerReady Staff Report and MOU
2. City Manager executed MOU
3. Power Ready Lease Agreement



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.4

DATE: June 30, 2022

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: Memorandum of Understanding for the City to Participate in the Clean Power Alliance (CPA) Power Ready Program (Solar and Battery Backup).

RECOMMENDATION

That the City Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) (A -8479) with the Clean Power Alliance (CPA) to participate in the CPA Power Ready Program for the City-owned building located at 214 South C Street (Service Center).

(Community Services, Public Safety, Housing and Development Committee authorized related actions 3-0 on June 8, 2021)

BACKGROUND

On June 8, 2021, the Community Services, Public Safety, Housing and Development Committee voted 3-0 to support the staff recommendation for the City to evaluate the participation in the Clean Power Alliance Power Ready Program for the installation of solar rooftop photovoltaic and battery storage at the Service Center (see Attachment A). The Service Center was selected and evaluated for the Power Ready Program, primarily because it hosts critical City functions (Building and Safety, Billing and Licensing and the City's Emergency Operations Center).

The Power Ready Program offers CPA member agencies the opportunity to host a solar and battery storage system at a critical facility in their jurisdiction. Installation, maintenance, and operation of the system is at no cost to the City. The goal is for the CPA to install one project at each feasible member agency location. CPA is further making participation easy for the City by contracting with a developer/financier for a 20 year term to fund, build, own, and operate all of the CPA Power Ready Program sites as one aggregated portfolio of sites.

In exchange for hosting this energy storage system, the agency will re-generate solar savings, which CPA will use to pay for the Power Purchase Agreement (PPA) that CPA will enter into with the third party project developer. The City will simply continue to pay their monthly bill, but instead of paying for energy and demand costs, they will pay CPA for Solar and Storage Systems. With the program, bills will not be any higher than they would have been without the system, and could potentially even bring some savings to the City.

The benefits of the program are:

- Back-up power system provides power during outages (including Public Safety Power shutoffs, natural disasters, rolling black outs);
- No up-front cost to the City and no increase to annual energy bills for participating;
- Reduced harmful emissions associated with back-up diesel generators;
- The developer is responsible for all operations and maintenance;
- Enhanced grid resilience that helps to prevent grid emergencies;

- Provides a clean, renewable, and reliable energy source as recommended in the City’s Draft Climate Action and Adaptation Plan (CAAP);
- CPA may use the solar and battery combination to reduce peak energy demand and help prevent outages during grid emergencies;
- Locally generated energy and battery storage can help keep rates stable and low for all of CPA’s customers;
- Member agency staff learn about hosting battery storage; and
- CPA will promote the City’s participation in this innovative program.

DISCUSSION

Execution of the MOU is the first step towards advancing the project. The MOU signifies the member agencies' intent to participate in the Power Ready program, which enables CPA to solicit bids through a Request for Offering (RFO) process for all sites together, making it possible for CPA to get the most cost effective bids from a developer.

After a developer is selected from the RFO process, the City will negotiate a site lease agreement (“Lease Agreement”) directly with the developer and CPA will negotiate a Power Purchase Agreement with the developer. Refined details on the solar and battery energy storage system will be developed through contractor bids from the RFO process. If the City is not able to reasonably negotiate a Lease Agreement, then the MOU can be terminated without liability to the City. By entering into the MOU, the City only agrees to negotiate reasonably with the contractor; details of the construction are part of the negotiation.

If acceptable lease terms are reached, Council will be asked to authorize a Lease Agreement, which would replace the subject MOU. The Power Purchase Agreement is between CPA and the developer and will not be brought before the City Council for consideration.

See tentative timeline below.



Support for Climate Action and Adaptation Plan (CAAP) and Grid Resilience

Of note, the City has not yet pursued or implemented any municipal solar projects on City facilities or carports. There are currently no such projects in the Capital Improvement Program at any City facility, including the subject site. This proposed Power Ready program would be the first City solar and battery storage on City property and could serve as a demonstration site for future municipal and community solar and battery storage projects.

The City’s Draft Climate Action and Adaptation Plan (CAAP) includes recommended programs and policy directives to

promote 100% renewable energy in the City, including development of solar projects on municipal buildings and facilities. This document will be considered by the City Council in September 2022.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

The overarching value of this project is that the City will receive a solar and battery storage system at no cost for use in an emergency situation. By entering into this MOU, the City is essentially committing to “reasonable” lease terms with a future Developer that would provide power resilience for the Service Center in exchange for a zero lease cost to the Developer who builds and operates a solar and storage system for 20-years. In addition, any CPUC Self Generation Incentive Program (“SGIP”) funds awarded to the City, based on the Developer’s application, on behalf of the City to the CPUC, will need to be transferred to the Developer to support the financing of the system. The SGIP fund and the Power Purchase Agreement between the CPA and the Developer are the financing mechanism for this project. These financing mechanisms allow this project to be a no-cost power resilience to the City. By entering into this MOU, the City will pay CPA as billed for electric service at the site under the CPA’s future Power Ready Rate Structure. The Power Ready Rate charge is set up so that the City will pay equal or less than the amount charged to the City annually under the rate structure that would otherwise have been in place if the City did not participate in this program.

COMMITTEE OUTCOME

On June 8, 2021, the Community Services, Public Safety, Housing and Development Committee voted 3-0 to support the staff recommendation for the City to work with the CPA to determine the feasibility of installing solar rooftop photovoltaic and battery storage at the Service Center. Staff worked with the CPA’s consultant who conducted the site inspection and determined that the site was a good choice and the most feasible location for resilient installation.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Attachment A : June 6, 2021 Committee Staff Report
2. Attachment B: CPA PowerReady MOU_ Exhibit A CPA Site Assessment Overview and Exhibit B CPA PowerReady factsheet

Attachment A



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: June 8, 2021

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868, vyto.adomaitis@oxnard.org

SUBJECT: City of Oxnard Participation in Clean Power Alliance Power Ready Program (Solar and Battery Backup) for the Building Located at 214 South C Street (Service Center). (0/10/5)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee support the City's continued evaluation of participation in the Clean Power Alliance Power Ready Program for the installation of solar roof top photovoltaic and battery storage to support building operations at 214 South C Street (aka "the Service Center").

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

BACKGROUND

The City joined the Clean Power Alliance (CPA) in 2018. Consistent with the CPA enrollment protocol, customers were enrolled in a phased manner beginning on February 1, 2019 for residential customers and May 1, 2019 for commercial customers and municipal accounts. The CPA is a community choice energy (CCE) program through community choice aggregation (CCA), established as a Joint Powers Authority (JPA) of counties and cities. As a CCE program, the CPA purchases clean power and sells it to customers, while Southern California Edison (SCE) remains responsible for delivery, billing, and resolving any electricity service issues. A CCA program provides for government-led procurement of electricity for customers within their jurisdictional boundaries who elect to remain a program participant.

The goals of a CCA program include increasing the amount of renewable energy provided to residents, creating local clean energy jobs, reducing greenhouse gas emissions, and providing greater public accountability in energy decisions, generally at a cost savings compared to the incumbent electricity provider. CPA procures its renewable energy from a mix of eligible resources; these primarily come from solar and wind power, but also include small amounts of geothermal, biomass, and small hydroelectric power. Since 2018, CPA has entered into long-term power purchase agreements for over 1,300 megawatts of new renewable energy and over 700 megawatts of new battery energy storage. CPA continues to seek economically viable local renewable energy and battery storage projects and will be pursuing local community solar projects in disadvantaged areas in Ventura County; locally, these are census tracts which are primarily located in Oxnard and Ventura; this program will be released in the near future and is known as the Power Share Program.

DISCUSSION

The Power Ready Program was developed by the CPA to install solar and storage system(s) at critical load facilities for backup or emergency power. Installation, maintenance, and operations are at no cost to the City. The Power Ready Program offers CPA member agencies the opportunity to host a solar + battery storage system at a critical facility in their jurisdiction. The goal is for the CPA to install one project at each feasible member agency location.

In exchange for hosting this energy storage system, the agency will re generate solar savings, which CPA will use to pay for the power purchase agreement (PPA) that CPA will enter into with the third party project developer. The City will simply continue to pay their monthly bill, but instead of paying for energy and demand costs, they will pay CPA for solar+storage. The program will keep the City's monthly bills cost neutral, meaning bills will not be any higher than they would have been without the systems, and could potentially even bring some savings to the City. CPA will contract with a developer/financier to fund all of the CPA Power Ready Program sites as one aggregated portfolio of sites, and CPA will pay the PPA cost on behalf of the member cities.

The CPA approached the City requesting submission of five potential city facilities for consideration for enrollment in the Power Ready Program. The city selected Power Ready sites must be currently served by CPA, considered a critical facility, require substantial energy for operations, have good solar orientation and sufficient land area, and roof integrity to support the rooftop solar installation. The five potential city facilities submitted to CPA included: Service Center (214 South C Street), Oxnard City Hall (300 West Third Street), the Oxnard Main Library (251 South A Street), the Performing Arts Center/PAC (800 Hobson Way), and the Police building (251 South C Street).

The CPA determined that the Service Center was the most appropriate location for the solar and battery installation because it can support the largest sized solar photovoltaic (PV) system (195 kW versus 188kW for the next largest at the Oxnard Main Library) to help the CPA pay for the cost of the battery and PV equipment. This location also meets the criteria of hosting critical city functions. The second choice which was the Oxnard Main Library. which can host 188kW) presents as a very good second choice, but rooftop installation and roof integrity is anticipated to be problematic. Carport PV installation was considered but installation costs do not make financial sense when considering the viability of an adjacent viable rooftop PV option (Service Center).

Additionally, within the context of all of the city's site submissions, the CPA consultant eliminated Oxnard City Hall, and the Oxnard Police Station in its analysis because those sites cannot support PV arrays as large as the Service Center or the Main Library. The PAC was eliminated because the current energy usage was not high enough on the existing facility.

Solar and Battery Storage Specifications for 214 South C Street

The Service Center was identified as a critical facility due to the divisions hosted in the building (Building and Safety, Planning, Traffic Engineering, Code Enforcement, and Billing & Licensing). The Fire Department operations, including the Emergency Operations Center, is located within the Fire Department Headquarters on the northeast corner of Service Center at Second Street and C Street (see Attachment A for full view of Power Ready Project Site). This portion of the Service Center building is supported with an emergency generator; this generator provides robust backup power for the EOC and Fire Department building. The Service Center does have access to the emergency generator, but only for lighting, not power to serve computers, or retrieve records

or secure map data. In the event of an emergency, the City's Service Center building would be limited in its ability to operate or support the EOC through records, utility data, permit information, etc.

Based upon roof capacity, the CPA/CPA consulting team has developed conceptual sizing for the Power Ready program installation for a 195.2 kilowatt (kW) solar PV system and a 400 kWh (kilowatt-hour) battery system at the Service Center. A PV system of this size is expected to generate 327,448 kW annually. The Oxnard Service Center currently uses 535,940 kWh annually.

The conceptual sizing of the battery installation is to provide approximately 20% of the energy capacity for emergency backup in the event of a power outage. The battery project will provide at least four hours of backup for critical loads only that are defined by Oxnard. The city would likely have the ability to extend the backup timeframe through active load management of critical loads. As long as the sun is shining however, this solar plus battery storage system can run indefinitely; during a prolonged outage it will be able to recharge using solar. The on-site backup generator can contribute to this mix but will be limited to fuel on hand. The presence of a generator will not and has not impacted how the CPA consultant has modeled solar PV plus energy storage at the Oxnard Service Center. A future site visit will determine the precise location of the battery storage system, which is typically the size of a few parking spots.

Next Steps

Staff and the CPA are aware of pending legislation, Assembly Bill (AB) 1139 – Net Energy Metering, which may impact solar installation in the future. The City and CPA will continue to evaluate this potential legislation. The City's participation in the Power Ready project is free of charge to the City. Therefore, if (AB) 1139 passes, the fiscal impact will be borne by the CPA.

Should the Committee and Council support continued evaluation and enrollment of the site in the Power Ready program, a site visit with CPA would occur in mid Summer. If the site is determined viable through an on-site inspection, the City would be required to sign a memorandum of understanding (MOU) for participation in the Power Ready program. This MOU would be in effect for the term of the Power Purchase Agreement (PPA) that CPA will enter into for the development of the systems. CPA will provide the MOU once, and if, the site is determined feasible. The MOU will then be reviewed by the City Attorney's office, and provided to Council for review and approval. Cities will have the ability to terminate the Power Ready MOU without cost up until a specific timeframe. The provisions of the MOU (terms, buy out clauses, termination, etc) will be communicated if and when the MOU is presented to the City Council. The City and the CPA would initiate a lease agreement through a MOU for use of the property in Fall 2021. The PPA that CPA will enter into for the development of the systems will be approved by the CPA Board of Directors. It is currently anticipated that the earliest construction could commence for this program is Q3 2022.

STRATEGIC PRIORITIES

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

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.

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

FINANCIAL IMPACT

This agenda item is to continue evaluating the feasibility of the CPA selected location and therefore, there is no fiscal impact as a result of this evaluation. If the City proceeds with the program, the fiscal implications to the City associated with the MOU contract agreement will be evaluated when contract documents are provided.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Attachment A - Solar Panel Installation 214 South C Street
2. Clean Power Alliance Power Ready Program Presentation 06.08.21

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU"), made as of the last date signed below (the "Effective Date"), by and between The City of Oxnard ("Member Agency"), the owner or long-term lessee as described in Section 4.a. of the real property described in Exhibit A and referred to herein as the "Site," and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program ("CPA"), referred to individually or collectively as "Party" or "Parties," is to enroll the Site in the CPA Power Ready Program, described in more detail below.

RECITALS

WHEREAS, CPA desires to support community energy reliability efforts in its service territory through its Power Ready Program (described in the Power Ready Fact Sheet, attached hereto as Exhibit B), which seeks to provide Member Agency with a no-cost energy resiliency project that provides significant community benefit and demand response to CPA, and

WHEREAS, the Member Agency has worked diligently with CPA to determine a suitable site for energy resilience as part of the Power Ready Program, and

WHEREAS, the Member Agency is the owner of the Site identified in Exhibit A, which Member Agency and CPA have identified as a suitable site for the Power Ready Program because the Site serves a public-facing service center that hosts offices for city staff and the Fire Administration Building, and

WHEREAS, to implement the Power Ready Program, CPA must enter into an agreement with a third-party developer ("Developer"), who will develop behind-the-meter battery energy storage and solar photovoltaic generation energy systems at the sites selected for the Power Ready Program, including the Member Agency Site, and

WHEREAS, CPA intends to issue and administer a competitive Request for Offers ("RFO") to select the Developer, and

WHEREAS, CPA intends to include in the RFO a portfolio of development sites, including the Member Agency Site and sites belonging to other CPA member agencies, which portfolio will be relied upon by developers to submit bids to develop solar and storage on the Power Ready Program sites, and

WHEREAS, developers' bids will include pricing that will be incumbent on the inclusion of the Member Agency Site in the portfolio, and

WHEREAS, the Member Agency will benefit from the installation of the battery energy storage system, which will provide the Site with power during planned and unplanned electrical outages to power certain critical electrical loads,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

1. **Term.** This MOU is in full force and effect upon signature by all parties and is effective for five (5) years following the signature date, at which point, CPA and Member Agency may agree, by mutual written agreement, to extend the term of this MOU.
2. **Termination.**
 - a. Convenience. Any time prior to CPA's issuance of the RFO, either Party may terminate this MOU for convenience and without liability to the other Party upon giving the other Party written notice.
 - b. Default.
 - i. After CPA issues the RFO, the Parties acknowledge and agree that either Party's failure to perform any of its material obligations under this MOU shall constitute an event of default and entitle the other Party to terminate the MOU immediately upon written notice of termination.
 - ii. Member Agency Default. Member Agency recognizes that its default under this MOU could undermine CPA's implementation of the Power Ready Program for other participating member agencies, invalidate Developer bids to develop Solar+Storage Systems under the Power Ready Program, increase costs of construction and reduce benefits to CPA and other member agencies, or a combination thereof. Member Agency acknowledges and agrees to reimburse CPA for all reasonable costs related to, resulting from, or arising from Member Agency's default including but not limited to any qualified adjustment in the rate price, reasonable fees, or other direct charges that may be assessed by the Developer pursuant to the Power Purchase Agreement, and to be subject to any other remedies that may be available to CPA.
 - iii. CPA Default. If CPA defaults, CPA acknowledges and agrees to reimburse Member Agency for Member Agency's reasonably expended costs to prepare the Site for the Solar+Storage System in reliance on the MOU. CPA shall not be liable for any other expenses incurred in reliance on the MOU, any Member Agency personnel time spent in reliance on the MOU, costs to pursue other renewable energy options, or any special or incidental damages.
 - iv. Force Majeur. Neither Party shall be liable for any default caused by reason of acts of God including volcanic eruption, landslide, lightning, earthquake, fire, or flood (but excepting reasonably anticipated weather conditions at the Site); explosion, sabotage, or similar occurrence; acts of a public enemy, extortion, terrorism, war, blockage, or insurrection; riot or civil disturbance; strikes, lockouts, or labor troubles; change in law or regulation; or other cause without fault and beyond the reasonable control of either Party (financial inability excepted).

3. The Solar+Storage System and Its Operation.

a. Construction.

- i. CPA will select a Developer to construct, install, operate, and maintain at the Site a behind-the-meter battery energy storage and solar photovoltaic generation energy system at Developer's sole cost and expense, with the anticipated general specifications set forth in Exhibit A hereto (the "Solar+Storage System" or "System").
- ii. In the RFO, CPA will make clear that Developer is required to comply with all provisions of California law applicable to public contracting, including but not limited to bond requirements and prevailing wage requirements.
- iii. CPA will require the Developer to submit a siting and construction plan for the Solar+Storage System for Member Agency's approval, which shall include a commitment to obtain all necessary permits, a waste management plan, and a statement that Developer will adhere to the applicable building code and all local, state, and federal laws.
- iv. The Parties recognize that the Developer must secure interconnection approval for the Solar+Storage System from Southern California Edison.

b. Financing. The Parties anticipate that construction, operation, and maintenance of the Solar+Storage System will be financed by a Power Purchase Agreement ("PPA") between CPA and the Developer.

c. Ownership. The Parties acknowledge that the Developer will own the Solar+Storage System. However, the RFO will include a provision requiring the Developer to provide Member Agency with the opportunity to purchase the Solar+Storage System at the end of the Site Lease term.

d. Maintenance. The Parties acknowledge that the Developer will be responsible for the maintenance of the Solar+Storage System, and Member Agency will provide reasonable access to Developer.

e. Control. The Solar+Storage System will be managed, and operated pursuant to the terms of the PPA, as set forth in more detail below.

f. Normal Operations. Except when in Power Outage Operations pursuant to Section 3.g, below, the Solar+Storage System will be managed to meet CPA's needs for demand-side management at its discretion, and such Solar+Storage System management will not impact Member Agency operations.

g. Power Outage Operations.

- i. The Solar+Storage System will have the ability to generate solar energy and charge the Solar+Storage System during power outages that occur during daylight hours.
- ii. The Solar+Storage System will be managed to provide power, to the extent reasonably practicable, for certain critical loads at the Site during power outages. The Solar+Storage System will be managed to provide sufficient power to the Site for at least four (4) hours during Power Outage

Operations based on the Site's power needs identified at the time the Solar+Storage System is designed.

- h. Operations Insight.
 - i. CPA will provide Member Agency continuous access to the Solar+Storage System electricity generation dashboard on the worldwide web or otherwise provide Member Agency with the ability to review the amount of electricity generated at any given time.

4. Member Agency Obligations.

- a. Ownership. Member Agency warrants that it is the long-term lessee (with a lease term that does not end earlier than, or that Member Agency has the sole discretion to continue until at least, 2045) or owner of the Site and that it has the power to grant permission for use of the Site as part of the Power Ready Program.
- b. Project Development.
 - i. Member Agency agrees to allow CPA's selected Developer to construct the Solar+Storage System at the Site, subject to Developer entering a Site Lease Agreement with Member Agency and subject to Developer receiving all necessary permits and approvals.
 - ii. Member Agency recognizes that its Site will be included in a portfolio in support of an RFO to potential developers and that withdrawal of its Site from the Power Ready Program could invalidate developers' bids for the entire program.
- c. Site Function. Member Agency agrees that the Site will continue to serve a critical community function, as described in the Recitals above, for the Term of the MOU. If Site no longer serves a critical community function, or Member Agency wishes to change the Site to a different critical community function than the one described herein, and that different critical community function significantly alters electricity usage at the Site, this may constitute a material change to this obligation. Member Agency must immediately notify CPA of the change and make best efforts to cooperate with CPA in remedying impacts related to the change in use.
- d. Site Lease. Member Agency agrees to enter into a Solar+Storage Site Lease Agreement with the Developer, provided all material terms are agreed upon, or if the Member Agency does not own the Site, then Member Agency will use best efforts to secure a Solar+Storage Site Lease Agreement or any other agreements necessary to secure use of the Site between the Site owner and the Developer with Member Agency being a third-party beneficiary with a term length up to twenty (20) years. Member Agency shall act at all times in good faith to come to reasonable terms with the Developer and shall not unreasonably condition, delay, or refuse to enter into the Solar+Storage Site Lease Agreement. Reasonable terms shall include, at a minimum, (a) a reasonable provision providing for indemnification of the Member Agency by the Developer, (b) a requirement the Developer carry reasonable insurance, and (c) a reasonable requirement that the

Developer return the Site to its condition prior to the installation of the Solar+Storage System if, at the end of the Site Lease term, Member Agency requests that the Solar+Storage System be removed. Member Agency recognizes that it may not require Developer to pay to lease the Site; the consideration for lease of the Site is installation of and Member Agency's benefit from the Solar+Storage System.

- e. Cooperation. Member Agency agrees to cooperate with Developer to secure necessary approvals for Developer to develop the Solar+Storage System at the Site; however, nothing in this MOU constitutes approval of development of the Solar+Storage System. Member Agency is solely responsible for issuance of any permits, including but not limited to providing necessary information for the selected Developer to acquire permits or to comply with the California Environmental Quality Act, if applicable.
- f. Billing. Member Agency will pay CPA as billed for electric service at the Site under CPA's future Power Ready Rate Structure, which will be developed prior to Member Agency execution of the Site Lease. The future Power Ready Rate Structure is further described in Section 5.d. of this MOU. The Power Ready Rate charged to Member Agency annually will be equal to or less than the amount charged to Member Agency annually under the rate structure that would have otherwise been in place if the Member Agency did not participate in the Power Ready Program.
- g. SGIP Funds. Developer will apply for the CPUC Self Generation Incentive Program ("SGIP") administered by Southern California Edison ("SCE") on behalf of the Member Agency. Member Agency agrees to transfer any awarded SGIP funds to Developer to support financing of the battery energy storage.

5. CPA Obligations.

- a. CPA will prepare, issue, and administer the RFO to select the Developer to develop the Solar+Storage System at the Member Agency's and other member agencies' sites. CPA will provide Member Agency a reasonable amount of time to review and provide comment on the RFO prior to issuing the RFO.
- b. CPA will make a commercially reasonable effort to ensure construction of the Solar+Storage System begins no later than June 30, 2023, and will coordinate with Member Agency to determine a mutually agreeable construction schedule. However, CPA does not guarantee either (a) that the Solar+Storage System will actually be constructed, or (b) that construction will be free from delays beyond CPA's control.
- c. CPA will provide a construction liaison during construction of the Solar+Storage System that will make periodic on-site visits.
- d. CPA will bill the Member Agency for generation service on a monthly basis under its Power Ready Rate Structure. The on-bill monthly charge will be calculated to approximate projected monthly bill savings generated by the Solar+Storage System. CPA will conduct a true-up of the Member Agency annual electricity

costs annually during the April bill cycle and will credit or charge the Member Agency. Member Agency's annual charges will be equal to or less than the amount that would have otherwise been charged to the Member Agency if the Member Agency did not participate in the Power Ready Program.

- e. CPA will provide Member Agency with educational/outreach materials and regular reporting on Solar+Storage System performance.

6. **Indemnification.** Each Party shall indemnify and hold harmless to the fullest extent permitted by law the other Party and its elected officials, officers, employees, members, volunteers, agents, and representatives from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements that may directly or indirectly arise and/or result from the indemnifying Party's gross negligence or willful misconduct. This indemnification shall be only in proportion to and to the extent that such claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including attorneys' fees and costs incurred in the defense of any such claim or any action or proceeding brought thereon arise from the negligent or intentional acts or omissions of indemnifying Party, and its officers, employees, invitees, or agents.

7. Insurance.

- a. The Parties agree to provide and maintain throughout the term of this MOU, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees and contractors for the term of this MOU. This insurance shall include general liability insurance with coverage limits of \$2,000,000 per occurrence and \$2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of \$4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Member Agency's commercial general liability policy, and Member Agency's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- b. The Parties agree to maintain throughout the term of this MOU, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than \$1,000,000 per occurrence for bodily injury and property damage.
- c. The Parties agree to maintain throughout the term of this MOU, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per occurrence for bodily injury or disease.
- d. Upon request, either Party shall provide the other evidence of such coverage

naming the other Party as an additional insured including an additional insured endorsement issued by the insurance company or program of self-insurance.

- e. CPA may waive or change any of the requirements in this Section 7 at its discretion, upon mutual agreement with the Member Agency.
 - f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 6.
8. **Publicity.** Any publicity generated by either Party related to the performance of this MOU should reference both Parties' contributions. Each Party shall make best efforts to display the words "Clean Power Alliance" and "The City of Oxnard" in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible). Any piece of publicity, including those mentioned above, must be reviewed and approved by both Parties before issuing a press release. Each Party agrees to provide the other Party with reasonable time for review before such issuance.

Where CPA and Member Agency logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size and quality. No signs may be posted, exhibited, or displayed on or about Member Agency property, except signage required by law or contemplated under this MOU, without prior written approval from Member Agency.

9. General Provisions.

- a. Entire Agreement. This MOU represents the full and complete understanding between the Parties as to the subject matter of this MOU, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of the MOU.
- b. Amendment. Any amendment to or modification of this MOU will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this MOU.
- c. Governing Law and Venue. This MOU is governed by the laws of the State of California. Any lawsuits files related to this MOU must be filed with the Superior Court for the County of Ventura, State of California.
- d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this MOU.
- e. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.
- f. Headings. The headings in this MOU are for convenience only, are not a part of the MOU, and in no way affect, limit, or amplify the terms or provisions of this MOU.

- g. Severability / Partial Invalidity. If any term or provision of this MOU, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this MOU or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this MOU to carry out its intent.
- h. Survival. All provisions which by their nature must continue after the MOU expires or is terminated shall survive the MOU and remain in full force and effect, including but not limited to the indemnification requirement in Section 6 and the insurance requirements in Section 7.
- i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:

Theodore Bardacke, Chief Executive Officer
801 S. Grand Ave., Suite 400, Los Angeles, CA 90017
tbardacke@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

Nancy Whang, General Counsel
801 S. Grand Ave., Suite 400, Los Angeles, CA 90017
nwhang@cleanpoweralliance.org

To City of Oxnard:

Alex Nguyen
City Manager
300 West Third Street
Oxnard, CA 93030
Alexander.Nguyen@oxnard.org

- j. Electronic Signatures: This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.
- k. Execution in Counterparts: This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU on the latest date of execution set forth below.

Theodore Bardacke
Clean Power Alliance of Southern California
Title: Chief Executive Officer
Date:

Alex Nguyen
City of Oxnard
Title: City Manager
Date:

EXHIBIT A**Clean Power Alliance Power Ready Program***Last edited on April 12, 2022*

Oxnard Site Assessment Overview:
Service Center

Address: 214 S C St. Oxnard, CA 93030

Meter Number: 259000-060240

Solar Size	195 kW
BESS Size	100W / 400kWh
Facility Age	2005
Facility Size	≈35,000 ft²
Critical Loads	TBD. Lighting and Plug loads not on generator backup

The Oxnard Service Center includes a public-facing service center, offices for city staff, and the Fire Administration building. The building was constructed in 2005 and has a 250 kW backup diesel generator. The generator backs up servers and critical IT infrastructure, as well the circuits for lighting and plug loads in about half of the building. The city hopes the Power Ready program will back up those lighting and plug loads not served by the generator.

Intended Resilience

In the event of a grid outage, the Power Ready goal is to enable the facility to remain open and operational for city staff and fire administration personnel. Those lighting and plug loads not already supported by the generator are top priorities. There is no expectation that the power ready program will eliminate the need of the generator. Rather, the city hopes the solar and storage system will work in tandem with the generator in the event of an outage.

Solar System Size and Location

The Helioscope design calls for approximately 195 kW of solar PV on the roof of the service center. A 195 kW solar array is projected to generate approximately 325,000 kWh / year, which accounts for approximately 60% of the facility's annual use of 535,940 kWh (2019 interval data). All sections of the roof date from 2013, approximately 8 years old, and are in good condition. There is no significant shading on the roof. None of the roof sections present structural or logistical difficulties for solar installation.



BESS Size and Location

Our initial optimization suggests an ideal battery size of approximately 100kW / 400 kWh. The facility has an annual peak kW demand of 150 kW; through SGIP, a battery with 4-hour discharge may be sized up to 150 kW / 600 kWh. The facility is located in a community that is Income Qualified for The Equity Tier of the SGIP incentive (\$850/kWh, currently oversubscribed in SCE territory).

The Power Ready program design stipulates that approximately 25% of BESS capacity be maintained as a “Reserve Capacity” that is always ready for an unplanned outage. The remaining

75% of BESS capacity may be used for daily energy management services, notably energy arbitrage and peak demand clipping.

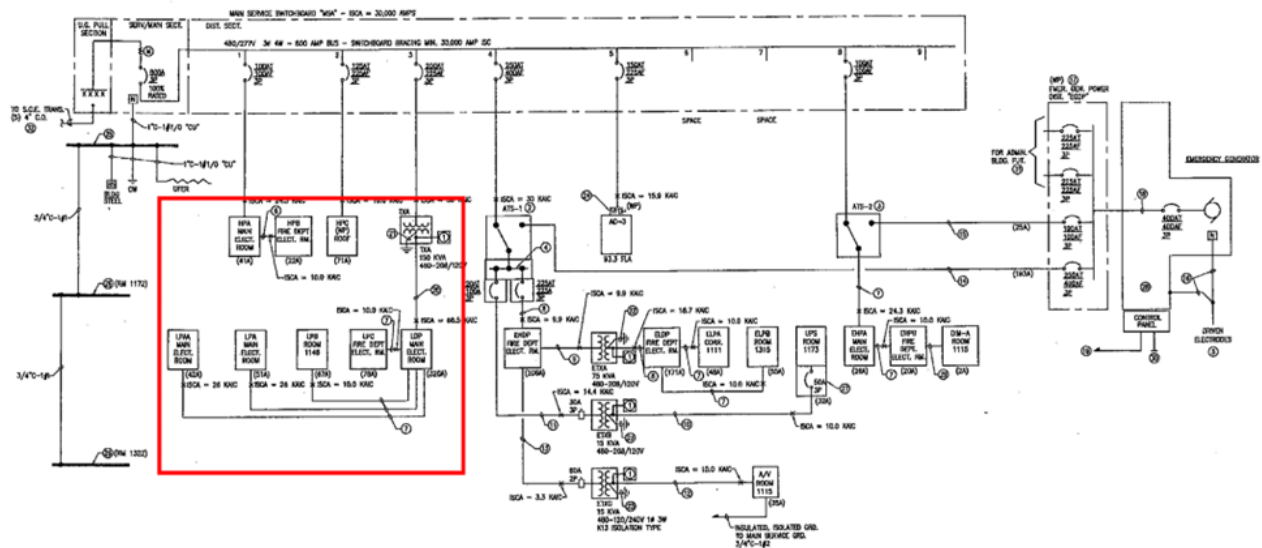
The ideal BESS location is directly adjacent to the generator in the parking lot.

Electrical Infrastructure

All the Panels that begin with letter E are backed up by the generator. Panels that do not begin with the letter E are not backed up, and are candidates for backup with the Power Ready program. These are marked in red on the single line diagram.

All the Panels that end with the letter A are located in the main electrical room (Room 424) with the main switchboard.

All the Panels that end with the letter B are located in the secondary electrical room (Room 310, also called the Fire Department Electrical Room on the single line).



Hard-Wiring for Resiliency

Solar and Battery sources will connect to the Main Switchboard (in the electrical room accessible from the northern parking lot) via an automatic transfer switch (ATS), and will provide energy in the event of a grid outage.

Additional information regarding critical loads and electrical and building plans are available in the Fulcrum App and Shared Drive.

EXHIBIT B



CPA's Power Ready Program

A CPA member agency benefit program that provides critical back-up power to a facility

What is Power Ready?

The need for backup power systems is growing as power outages become more common than ever with increased wildfires, frequent Public Safety Power Shutoffs, and increased summer grid emergencies due to high heat.

Clean Power Alliance's Power Ready program is a community benefit offered to its member agencies to make a public building that serves a critical community purpose energy-resilient by installing a solar and storage system so that there is a back-up source of energy when there is an outage. CPA is providing this benefit at no cost to member agencies and making participation easy by contracting with a developer/financier to build, own, and operate the systems for 20 years.



Power Ready Benefits

- Back-up power system that provides power from its own source during outages (including Public Safety Power Shutoffs, natural disasters, rolling black outs)
- No up-front cost and no increase to annual energy bills for participating
- Reduced harmful emissions and noise pollution associated with back-up diesel generators
- The developer handles all operations and maintenance
- Enhanced grid resilience that helps to prevent grid emergencies
- Member agency staff learn about hosting battery storage



For more information contact:
PowerReady@cleanpoweralliance.org





Clean Power Alliance Power Ready Program

Frequently Asked Questions for Member Agencies

1. What is the Power Ready program?

An opportunity to make a public building that serves a critical community purpose energy-resilient by installing a solar and storage system so that critical loads are backed up in an outage. CPA can provide this opportunity at no cost to our member agencies by aggregating a portfolio of member agency sites, CPA is making this opportunity easy for member agencies by contracting with a developer/financier to build, own, and operate the systems for 20 years.

2. Why is CPA offering the Power Ready program?

Power Ready is one of the many community benefits offered to Clean Power Alliance Member Agencies. Member agencies identified a need for resiliency. CPA's Board of Directors developed Power Ready to meet this need for resiliency by using the collective purchase power of CPA.

3. What are my benefits as a participant?

- Back-up power system that provides islanded power during outages (including Public Safety Power Shutoffs, natural disasters, rolling black outs).
- No up-front cost and no increase to annual energy bills for participating
- Reduced harmful emissions associated with back-up diesel generators
- The developer handles all operations and maintenance
- Enhanced grid resilience that helps to prevent grid emergencies
- Member agency staff learn about hosting battery storage
- CPA will promote your agency's participation in this innovative program

4. OK, who pays who?

The amount that member agencies will pay annually will be equal to or less than what they would have paid if they were not participating in the program. CPA uses the solar and storage systems to create optimal bill savings that are used to pay the system cost to the developer, making it possible for us to provide this system to member agencies at no cost.

5. How much energy resilience will CPA provide?

During hours of sunshine, the Power Ready facilities will be as the program name implies.... "Power Ready!" The Power Ready sites will be highly functional during grid outages during "blue sky" periods.

Power Ready has conducted deep dives into each selected facility to determine which loads are critical during the night – "dark sky periods." CPA offers member agencies a minimum of 4-hour "dark sky" duration of critical loads. In most cases, these loads can be managed to extend the "dark sky" duration until the sun rises the next day.

6. How were Power Ready sites chosen?

After a program briefing on suitable sites, member agencies were offered the opportunity to nominate up to five sites for the program and their preferred site. CPA's consultants – EcoMotion - then worked with these sites and staff to determine the best program fit. Note that the site checks included solar and storage spatial analysis, roofing, and switchgear condition.

7. How does the program make buildings more energy resilient?

Solar, storage, and sophisticated controls. The facilities can island in the event of a grid outage and maintain critical operations. The cost of creating an islanded system that can provide this type of critical support is much higher than the cost of installing a normal solar system or even solar and storage system. CPA is able to offer this at no cost by aggregating a portfolio of member agency sites.

8. What if the building we choose has a generator?

Many of the facilities in the Power Ready program already have generators. Power Ready brings carbon-free generation and storage to the facility, in some cases making the generators obsolete and improving the air quality of the community.

In other cases, the generators can operate in tandem with the Power Ready system to enhance resilience, cut emissions, and protect against fuel shortage.

9. What kinds of municipal facilities are suited for the program?

City halls, libraries, community centers, public works yards, senior centers... any municipal facility that has sufficient power load that can be profitably offset with solar, and that has a logical use case for the community during emergencies.

10. Will this program lower my electricity bills?

Participation in the Power Ready program is not intended to lower your electricity bills, but it will not raise them either. CPA will ensure that the amount you pay will be equal to or less than what you would have paid if you were not participating in the program. The value of this project is that member agencies get an islanded solar and storage system at no cost for use in an emergency situation. The cost of creating an islanded system that can provide this type of critical support is much higher than the cost of installing a normal solar system or even a solar and storage system.

Cost to Participate

11. What will it cost to participate in Power Ready?

There is no cost for participating.

12. Will I save money?

Power Ready is not intended to save you money on your electricity bills. The value you get is energy resilience at no additional cost. Participating members will pay no more for electricity than they would without Power Ready.

13. How will my bill be computed?

CPA will annually audit your energy bills so that the annual amount paid is equal to or less than what your facility would pay had you not participated in the Power Ready program.

14. Will participating in the Power Ready program raise my bills?

No, participants electricity bills will be equal to or less than what they would have been, if they were not participating in the program. Assuming the same general usage, your bills will be the same, increasing only over the years as SCE and CPA rates increase. At no time will the presence of solar or batteries make your bill higher.

More on the Battery

15. How does CPA plan to use the battery?

CPA uses the battery to manage electricity demand in such a way that lowers procurement costs. Strategies such as Net Energy Metering, Peak Demand Reduction, Load Shifting from high Time of Use (TOU) periods to low TOU periods will be handled by CPA. These cost saving strategies make it possible for us to provide you the islanded solar and storage system at no cost.

16. Will the batteries onsite provide grid services?

The primary purpose of the Power Ready program is to provide energy resilience to member agencies' public facilities. A carve-out has been established for every battery storage system such that the program commitment for resilience can be met.

17. Under what circumstances does the facility utilize power from the battery?

If the SCE grid goes down, the member agency will be using both the battery and the solar for emergency power.

18. Is there a portion of the battery that is always on standby for emergencies?

Yes, only 75% of the battery will be flexed by CPA for demand reduction or load shifting. A minimum of 25% percent of the battery is always maintained to meet an unexpected outage. The batteries will be programmed to charge up prior to scheduled outages to give member agencies maximum resilience.



ATTACHMENT B

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU"), made as of the last date signed below (the "Effective Date"), by and between The City of Oxnard ("Member Agency"), the owner or long-term lessee as described in Section 4.a. of the real property described in Exhibit A and referred to herein as the "Site," and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program ("CPA"), referred to individually or collectively as "Party" or "Parties," is to enroll the Site in the CPA Power Ready Program, described in more detail below.

RECITALS

WHEREAS, CPA desires to support community energy reliability efforts in its service territory through its Power Ready Program (described in the Power Ready Fact Sheet, attached hereto as Exhibit B), which seeks to provide Member Agency with a no-cost energy resiliency project that provides significant community benefit and demand response to CPA, and

WHEREAS, the Member Agency has worked diligently with CPA to determine a suitable site for energy resilience as part of the Power Ready Program, and

WHEREAS, the Member Agency is the owner of the Site identified in Exhibit A, which Member Agency and CPA have identified as a suitable site for the Power Ready Program because the Site serves a public-facing service center that hosts offices for city staff and the Fire Administration Building, and

WHEREAS, to implement the Power Ready Program, CPA must enter into an agreement with a third-party developer ("Developer"), who will develop behind-the-meter battery energy storage and solar photovoltaic generation energy systems at the sites selected for the Power Ready Program, including the Member Agency Site, and

WHEREAS, CPA intends to issue and administer a competitive Request for Offers ("RFO") to select the Developer, and

WHEREAS, CPA intends to include in the RFO a portfolio of development sites, including the Member Agency Site and sites belonging to other CPA member agencies, which portfolio will be relied upon by developers to submit bids to develop solar and storage on the Power Ready Program sites, and

WHEREAS, developers' bids will include pricing that will be incumbent on the inclusion of the Member Agency Site in the portfolio, and

WHEREAS, the Member Agency will benefit from the installation of the battery energy storage system, which will provide the Site with power during planned and unplanned electrical outages to power certain critical electrical loads,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

1. **Term.** This MOU is in full force and effect upon signature by all parties and is effective for five (5) years following the signature date, at which point, CPA and Member Agency may agree, by mutual written agreement, to extend the term of this MOU.
2. **Termination.**
 - a. Convenience. Any time prior to CPA's issuance of the RFO, either Party may terminate this MOU for convenience and without liability to the other Party upon giving the other Party written notice.
 - b. Default.
 - i. After CPA issues the RFO, the Parties acknowledge and agree that either Party's failure to perform any of its material obligations under this MOU shall constitute an event of default and entitle the other Party to terminate the MOU immediately upon written notice of termination.
 - ii. Member Agency Default. Member Agency recognizes that its default under this MOU could undermine CPA's implementation of the Power Ready Program for other participating member agencies, invalidate Developer bids to develop Solar+Storage Systems under the Power Ready Program, increase costs of construction and reduce benefits to CPA and other member agencies, or a combination thereof. Member Agency acknowledges and agrees to reimburse CPA for all reasonable costs related to, resulting from, or arising from Member Agency's default including but not limited to any qualified adjustment in the rate price, reasonable fees, or other direct charges that may be assessed by the Developer pursuant to the Power Purchase Agreement, and to be subject to any other remedies that may be available to CPA.
 - iii. CPA Default. If CPA defaults, CPA acknowledges and agrees to reimburse Member Agency for Member Agency's reasonably expended costs to prepare the Site for the Solar+Storage System in reliance on the MOU. CPA shall not be liable for any other expenses incurred in reliance on the MOU, any Member Agency personnel time spent in reliance on the MOU, costs to pursue other renewable energy options, or any special or incidental damages.
 - iv. Force Majeur. Neither Party shall be liable for any default caused by reason of acts of God including volcanic eruption, landslide, lightning, earthquake, fire, or flood (but excepting reasonably anticipated weather conditions at the Site); explosion, sabotage, or similar occurrence; acts of a public enemy, extortion, terrorism, war, blockage, or insurrection; riot or civil disturbance; strikes, lockouts, or labor troubles; change in law or regulation; or other cause without fault and beyond the reasonable control of either Party (financial inability excepted).

3. The Solar+Storage System and Its Operation.

- a. Construction.
 - i. CPA will select a Developer to construct, install, operate, and maintain at the Site a behind-the-meter battery energy storage and solar photovoltaic generation energy system at Developer's sole cost and expense, with the anticipated general specifications set forth in Exhibit A hereto (the "Solar+Storage System" or "System").
 - ii. In the RFO, CPA will make clear that Developer is required to comply with all provisions of California law applicable to public contracting, including but not limited to bond requirements and prevailing wage requirements.
 - iii. CPA will require the Developer to submit a siting and construction plan for the Solar+Storage System for Member Agency's approval, which shall include a commitment to obtain all necessary permits, a waste management plan, and a statement that Developer will adhere to the applicable building code and all local, state, and federal laws.
 - iv. The Parties recognize that the Developer must secure interconnection approval for the Solar+Storage System from Southern California Edison.
- b. Financing. The Parties anticipate that construction, operation, and maintenance of the Solar+Storage System will be financed by a Power Purchase Agreement ("PPA") between CPA and the Developer.
- c. Ownership. The Parties acknowledge that the Developer will own the Solar+Storage System. However, the RFO will include a provision requiring the Developer to provide Member Agency with the opportunity to purchase the Solar+Storage System at the end of the Site Lease term.
- d. Maintenance. The Parties acknowledge that the Developer will be responsible for the maintenance of the Solar+Storage System, and Member Agency will provide reasonable access to Developer.
- e. Control. The Solar+Storage System will be managed, and operated pursuant to the terms of the PPA, as set forth in more detail below.
- f. Normal Operations. Except when in Power Outage Operations pursuant to Section 3.g, below, the Solar+Storage System will be managed to meet CPA's needs for demand-side management at its discretion, and such Solar+Storage System management will not impact Member Agency operations.
- g. Power Outage Operations.
 - i. The Solar+Storage System will have the ability to generate solar energy and charge the Solar+Storage System during power outages that occur during daylight hours.
 - ii. The Solar+Storage System will be managed to provide power, to the extent reasonably practicable, for certain critical loads at the Site during power outages. The Solar+Storage System will be managed to provide sufficient power to the Site for at least four (4) hours during Power Outage

Operations based on the Site's power needs identified at the time the Solar+Storage System is designed.

- h. Operations Insight.
 - i. CPA will provide Member Agency continuous access to the Solar+Storage System electricity generation dashboard on the worldwide web or otherwise provide Member Agency with the ability to review the amount of electricity generated at any given time.
4. **Member Agency Obligations.**
- a. Ownership. Member Agency warrants that it is the long-term lessee (with a lease term that does not end earlier than, or that Member Agency has the sole discretion to continue until at least, 2045) or owner of the Site and that it has the power to grant permission for use of the Site as part of the Power Ready Program.
 - b. Project Development.
 - i. Member Agency agrees to allow CPA's selected Developer to construct the Solar+Storage System at the Site, subject to Developer entering a Site Lease Agreement with Member Agency and subject to Developer receiving all necessary permits and approvals.
 - ii. Member Agency recognizes that its Site will be included in a portfolio in support of an RFO to potential developers and that withdrawal of its Site from the Power Ready Program could invalidate developers' bids for the entire program.
 - c. Site Function. Member Agency agrees that the Site will continue to serve a critical community function, as described in the Recitals above, for the Term of the MOU. If Site no longer serves a critical community function, or Member Agency wishes to change the Site to a different critical community function than the one described herein, and that different critical community function significantly alters electricity usage at the Site, this may constitute a material change to this obligation. Member Agency must immediately notify CPA of the change and make best efforts to cooperate with CPA in remedying impacts related to the change in use.
 - d. Site Lease. Member Agency agrees to enter into a Solar+Storage Site Lease Agreement with the Developer, provided all material terms are agreed upon, or if the Member Agency does not own the Site, then Member Agency will use best efforts to secure a Solar+Storage Site Lease Agreement or any other agreements necessary to secure use of the Site between the Site owner and the Developer with Member Agency being a third-party beneficiary with a term length up to twenty (20) years. Member Agency shall act at all times in good faith to come to reasonable terms with the Developer and shall not unreasonably condition, delay, or refuse to enter into the Solar+Storage Site Lease Agreement. Reasonable terms shall include, at a minimum, (a) a reasonable provision providing for indemnification of the Member Agency by the Developer, (b) a requirement the Developer carry reasonable insurance, and (c) a reasonable requirement that the

Developer return the Site to its condition prior to the installation of the Solar+Storage System if, at the end of the Site Lease term, Member Agency requests that the Solar+Storage System be removed. Member Agency recognizes that it may not require Developer to pay to lease the Site; the consideration for lease of the Site is installation of and Member Agency's benefit from the Solar+Storage System.

- e. Cooperation. Member Agency agrees to cooperate with Developer to secure necessary approvals for Developer to develop the Solar+Storage System at the Site; however, nothing in this MOU constitutes approval of development of the Solar+Storage System. Member Agency is solely responsible for issuance of any permits, including but not limited to providing necessary information for the selected Developer to acquire permits or to comply with the California Environmental Quality Act, if applicable.
- f. Billing. Member Agency will pay CPA as billed for electric service at the Site under CPA's future Power Ready Rate Structure, which will be developed prior to Member Agency execution of the Site Lease. The future Power Ready Rate Structure is further described in Section 5.d. of this MOU. The Power Ready Rate charged to Member Agency annually will be equal to or less than the amount charged to Member Agency annually under the rate structure that would have otherwise been in place if the Member Agency did not participate in the Power Ready Program.
- g. SGIP Funds. Developer will apply for the CPUC Self Generation Incentive Program ("SGIP") administered by Southern California Edison ("SCE") on behalf of the Member Agency. Member Agency agrees to transfer any awarded SGIP funds to Developer to support financing of the battery energy storage.

5. CPA Obligations.

- a. CPA will prepare, issue, and administer the RFO to select the Developer to develop the Solar+Storage System at the Member Agency's and other member agencies' sites. CPA will provide Member Agency a reasonable amount of time to review and provide comment on the RFO prior to issuing the RFO.
- b. CPA will make a commercially reasonable effort to ensure construction of the Solar+Storage System begins no later than June 30, 2023, and will coordinate with Member Agency to determine a mutually agreeable construction schedule. However, CPA does not guarantee either (a) that the Solar+Storage System will actually be constructed, or (b) that construction will be free from delays beyond CPA's control.
- c. CPA will provide a construction liaison during construction of the Solar+Storage System that will make periodic on-site visits.
- d. CPA will bill the Member Agency for generation service on a monthly basis under its Power Ready Rate Structure. The on-bill monthly charge will be calculated to approximate projected monthly bill savings generated by the Solar+Storage System. CPA will conduct a true-up of the Member Agency annual electricity

costs annually during the April bill cycle and will credit or charge the Member Agency. Member Agency's annual charges will be equal to or less than the amount that would have otherwise been charged to the Member Agency if the Member Agency did not participate in the Power Ready Program.

- e. CPA will provide Member Agency with educational/outreach materials and regular reporting on Solar+Storage System performance.
6. **Indemnification.** Each Party shall indemnify and hold harmless to the fullest extent permitted by law the other Party and its elected officials, officers, employees, members, volunteers, agents, and representatives from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements that may directly or indirectly arise and/or result from the indemnifying Party's gross negligence or willful misconduct. This indemnification shall be only in proportion to and to the extent that such claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including attorneys' fees and costs incurred in the defense of any such claim or any action or proceeding brought thereon arise from the negligent or intentional acts or omissions of indemnifying Party, and its officers, employees, invitees, or agents.
7. **Insurance.**
- a. The Parties agree to provide and maintain throughout the term of this MOU, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees and contractors for the term of this MOU. This insurance shall include general liability insurance with coverage limits of \$2,000,000 per occurrence and \$2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of \$4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Member Agency's commercial general liability policy, and Member Agency's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
 - b. The Parties agree to maintain throughout the term of this MOU, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than \$ 1,000,000 per occurrence for bodily injury and property damage.
 - c. The Parties agree to maintain throughout the term of this MOU, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per occurrence for bodily injury or disease.
 - d. Upon request, either Party shall provide the other evidence of such coverage

- naming the other Party as an additional insured including an additional insured endorsement issued by the insurance company or program of self-insurance.
- e. CPA may waive or change any of the requirements in this Section 7 at its discretion, upon mutual agreement with the Member Agency.
 - f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 6.
8. **Publicity.** Any publicity generated by either Party related to the performance of this MOU should reference both Parties' contributions. Each Party shall make best efforts to display the words "Clean Power Alliance" and "The City of Oxnard" in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible). Any piece of publicity, including those mentioned above, must be reviewed and approved by both Parties before issuing a press release. Each Party agrees to provide the other Party with reasonable time for review before such issuance.

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- d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this MOU.
- e. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.
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- g. Severability / Partial Invalidity. If any term or provision of this MOU, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this MOU or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this MOU to carry out its intent.
- h. Survival. All provisions which by their nature must continue after the MOU expires or is terminated shall survive the MOU and remain in full force and effect, including but not limited to the indemnification requirement in Section 6 and the insurance requirements in Section 7.
- i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:
Theodore Bardacke, Chief Executive Officer
801 S. Grand Ave., Suite 400, Los Angeles, CA 90017
tbardacke@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:
Nancy Whang, General Counsel
801 S. Grand Ave., Suite 400, Los Angeles, CA 90017
nwhang@cleanpoweralliance.org

To City of Oxnard:
Alex Nguyen
City Manager
300 West Third Street
Oxnard, CA 93030
Alexander.Nguyen@oxnard.org

- j. Electronic Signatures: This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.
- k. Execution in Counterparts: This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU on the latest date of execution set forth below.

TB

Theodore Bardacke
Clean Power Alliance of Southern California
Title: Chief Executive Officer
Date:

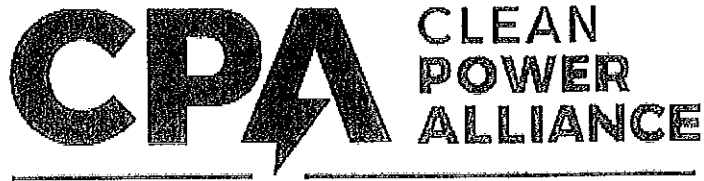
Alex Nguyen

Alex Nguyen
City of Oxnard
Title: City Manager
Date:

APPROVED AS TO FORM:

Stephen M. Fischer

Stephen M. Fischer
City Attorney

EXHIBIT A**Clean Power Alliance Power Ready Program***Last edited on April 12, 2022*

Oxnard Site Assessment Overview:
Service Center

Address: 214 S C St. Oxnard, CA 93030

Meter Number: 259000-060240

Solar Size	195 kW
BESS Size	100W / 400kWh
Facility Age	2005
Facility Size	≈35,000 ft²
Critical Loads	TBD. Lighting and Plug loads not on generator backup

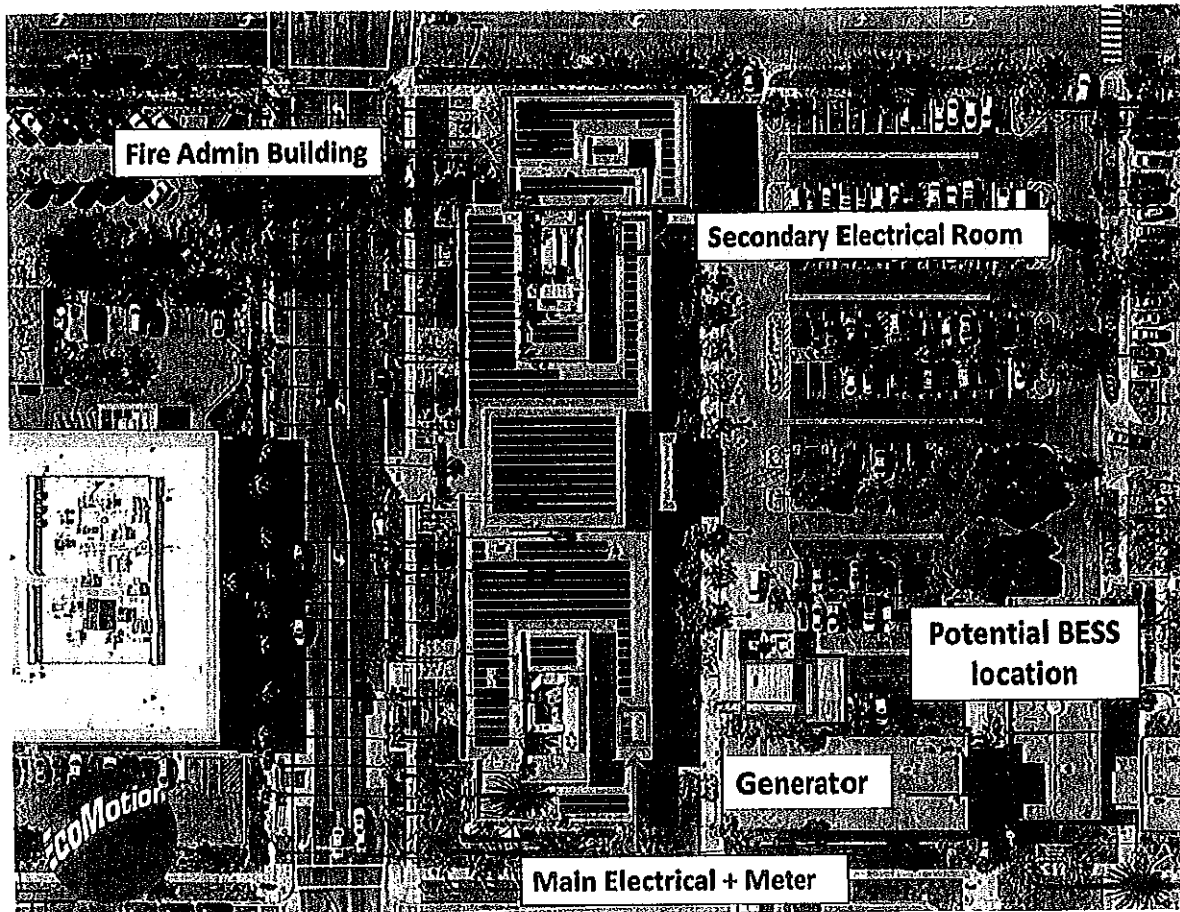
The Oxnard Service Center includes a public-facing service center, offices for city staff, and the Fire Administration building. The building was constructed in 2005 and has a 250 kW backup diesel generator. The generator backs up servers and critical IT infrastructure, as well the circuits for lighting and plug loads in about half of the building. The city hopes the Power Ready program will back up those lighting and plug loads not served by the generator.

Intended Resilience

In the event of a grid outage, the Power Ready goal is to enable the facility to remain open and operational for city staff and fire administration personnel. Those lighting and plug loads not already supported by the generator are top priorities. There is no expectation that the power ready program will eliminate the need of the generator. Rather, the city hopes the solar and storage system will work in tandem with the generator in the event of an outage.

Solar System Size and Location

The Helioscope design calls for approximately 195 kW of solar PV on the roof of the service center. A 195 kW solar array is projected to generate approximately 325,000 kWh / year, which accounts for approximately 60% of the facility's annual use of 535,940 kWh (2019 interval data). All sections of the roof date from 2013, approximately 8 years old, and are in good condition. There is no significant shading on the roof. None of the roof sections present structural or logistical difficulties for solar installation.



BESS Size and Location

Our initial optimization suggests an ideal battery size of approximately 100kW / 400 kWh. The facility has an annual peak kW demand of 150 kW; through SGIP, a battery with 4-hour discharge may be sized up to 150 kW / 600 kWh. The facility is located in a community that is Income Qualified for The Equity Tier of the SGIP incentive (\$850/kWh, currently oversubscribed in SCE territory).

The Power Ready program design stipulates that approximately 25% of BESS capacity be maintained as a "Reserve Capacity" that is always ready for an unplanned outage. The remaining

75% of BESS capacity may be used for daily energy management services, notably energy arbitrage and peak demand clipping.

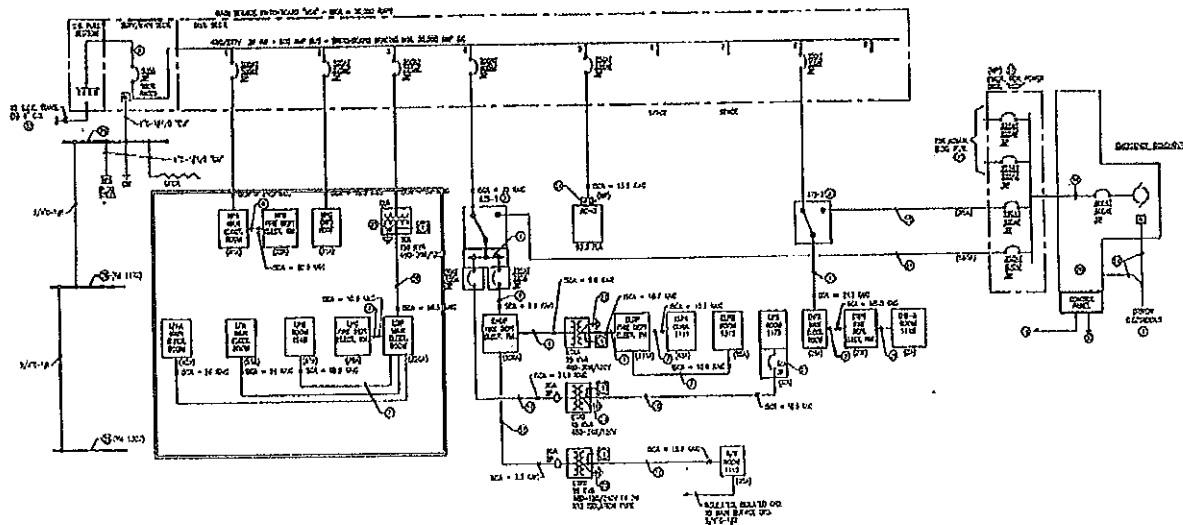
The ideal BESS location is directly adjacent to the generator in the parking lot.

Electrical Infrastructure

All the Panels that begin with letter E are backed up by the generator. Panels that do not begin with the letter E are not backed up, and are candidates for backup with the Power Ready program. These are marked in red on the single line diagram.

All the Panels that end with the letter A are located in the main electrical room (Room 424) with the main switchboard.

All the Panels that end with the letter B are located in the secondary electrical room (Room 310, also called the Fire Department Electrical Room on the single line).



Hard-Wiring for Resiliency

Solar and Battery sources will connect to the Main Switchboard (in the electrical room accessible from the northern parking lot) via an automatic transfer switch (ATS), and will provide energy in the event of a grid outage.

Additional information regarding critical loads and electrical and building plans are available in the Fulcrum App and Shared Drive.

EXHIBIT B



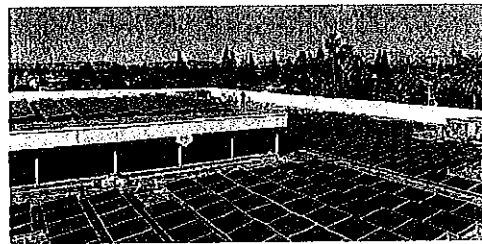
CPA's Power Ready Program

A CPA member agency benefit program that provides critical back-up power to a facility

What is Power Ready?

The need for backup power systems is growing as power outages become more common than ever with increased wildfires, frequent Public Safety Power Shutoffs, and increased summer grid emergencies due to high heat.

Clean Power Alliance's Power Ready program is a community benefit offered to its member agencies to make a public building that serves a critical community purpose energy-resilient by installing a solar and storage system so that there is a back-up source of energy when there is an outage. CPA is providing this benefit at no cost to member agencies and making participation easy by contracting with a developer/financier to build, own, and operate the systems for 20 years.



Power Ready Benefits

- Back-up power system that provides power from its own source during outages (including Public Safety Power Shutoffs, natural disasters, rolling black-outs)
- No up-front cost and no increase to annual energy bills for participating
- Reduced harmful emissions and noise pollution associated with back-up diesel generators
- The developer handles all operations and maintenance
- Enhanced grid resilience that helps to prevent grid emergencies
- Member agency staff learn about hosting battery storage



For more information contact:
PowerReady@cleanpoweralliance.org





Clean Power Alliance Power Ready Program

Frequently Asked Questions for Member Agencies

1. What is the Power Ready program?

An opportunity to make a public building that serves a critical community purpose energy-resilient by installing a solar and storage system so that critical loads are backed up in an outage. CPA can provide this opportunity at no cost to our member agencies by aggregating a portfolio of member agency sites. CPA is making this opportunity easy for member agencies by contracting with a developer/financier to build, own, and operate the systems for 20 years.

2. Why is CPA offering the Power Ready program?

Power Ready is one of the many community benefits offered to Clean Power Alliance Member Agencies. Member agencies identified a need for resiliency. CPA's Board of Directors developed Power Ready to meet this need for resiliency by using the collective purchase power of CPA.

3. What are my benefits as a participant?

- Back-up power system that provides islanded power during outages (including Public Safety Power Shutoffs, natural disasters, rolling black outs).
- No up-front cost and no increase to annual energy bills for participating
- Reduced harmful emissions associated with back-up diesel generators
- The developer handles all operations and maintenance
- Enhanced grid resilience that helps to prevent grid emergencies
- Member agency staff learn about hosting battery storage
- CPA will promote your agency's participation in this innovative program

4. OK, who pays who?

The amount that member agencies will pay annually will be equal to or less than what they would have paid if they were not participating in the program. CPA uses the solar and storage systems to create optimal bill savings that are used to pay the system cost to the developer, making it possible for us to provide this system to member agencies at no cost.

5. How much energy resilience will CPA provide?

During hours of sunshine, the Power Ready facilities will be as the program name implies... "Power Ready!" The Power Ready sites will be highly functional during grid outages during "blue sky" periods.

Power Ready has conducted deep dives into each selected facility to determine which loads are critical during the night – "dark sky periods." CPA offers member agencies a minimum of 4-hour "dark sky" duration of critical loads. In most cases, these loads can be managed to extend the "dark sky" duration until the sun rises the next day.

6. How were Power Ready sites chosen?

After a program briefing on suitable sites, member agencies were offered the opportunity to nominate up to five sites for the program and their preferred site. CPA's consultants – EcoMotion – then worked with these sites and staff to determine the best program fit. Note that the site checks included solar and storage spatial analysis, roofing, and switchgear condition.

7. How does the program make buildings more energy resilient?

Solar, storage, and sophisticated controls. The facilities can island in the event of a grid outage and maintain critical operations. The cost of creating an islanded system that can provide this type of critical support is much higher than the cost of installing a normal solar system or even solar and storage systems. CPA is able to offer this at no cost by aggregating a portfolio of member agency sites.

8. What if the building we choose has a generator?

Many of the facilities in the Power Ready program already have generators. Power Ready brings carbon-free generation and storage to the facility. In some cases making the generators obsolete and improving the air quality of the community.

In other cases, the generators can operate in tandem with the Power Ready system to enhance resilience, cut emissions, and protect against fuel shortage.

9. What kinds of municipal facilities are suited for the program?

City halls, libraries, community centers, public works yards, senior centers... any municipal facility that has sufficient power load that can be profitably offset with solar, and that has a logical use case for the community during emergencies.

10. Will this program lower my electricity bills?

Participation in the Power Ready program is not intended to lower your electricity bills, but it will not raise them either. CPA will ensure that the amount you pay will be equal to or less than what you would have paid if you were not participating in the program. The value of this project is that member agencies get an islanded solar and storage system at no cost for use in an emergency situation. The cost of creating an islanded system that can provide this type of critical support is much higher than the cost of installing a normal solar system or even a solar and storage system.

Cost to Participate

11. What will it cost to participate in Power Ready?

There is no cost for participating.

12. Will I save money?

Power Ready is not intended to save you money on your electricity bills. The value you get is energy resilience at no additional cost. Participating members will pay no more for electricity than they would without Power Ready.

13. How will my bill be computed?

CPA will annually audit your energy bills so that the annual amount paid is equal to or less than what your facility would pay had you not participated in the Power Ready program.

14. Will participating in the Power Ready program raise my bills?

No, participants' electricity bills will be equal to or less than what they would have been, if they were not participating in the program. Assuming the same general usage, your bills will be the same, increasing only over the years as SCE and CPA rates increase. At no time will the presence of solar or batteries make your bill higher.

More on the Battery

15. How does CPA plan to use the battery?

CPA uses the battery to manage electricity demand in such a way that lowers procurement costs. Strategies such as Net Energy Metering, Peak Demand Reduction, Load Shifting from high Time of Use (TOU) periods to low TOU periods will be handled by CPA. These cost saving strategies make it possible for us to provide you the islanded solar and storage system at no cost.

16. Will the batteries onsite provide grid services?

The primary purpose of the Power Ready program is to provide energy resilience to member agencies' public facilities. A carve-out has been established for every battery storage system such that the program commitment for resilience can be met.

17. Under what circumstances does the facility utilize power from the battery?

If the SCE grid goes down, the member agency will be using both the battery and the solar for emergency power.

18. Is there a portion of the battery that is always on standby for emergencies?

Yes, only 75% of the battery will be flexed by CPA for demand reduction or load shifting. A minimum of 25% percent of the battery is always maintained to meet an unexpected outage. The batteries will be programmed to charge up prior to scheduled outages to give member agencies maximum resilience.



DOC072822

Final Audit Report

2022-08-15

Created:	2022-08-15
By:	Dusty Shaller (dshaller@cleanpoweralliance.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_n_Yn7mQ9rmXhLQ!Y2vF1WD-q4XiSCVFT

"DOC072822" History

-  Document created by Dusty Shaller (dshaller@cleanpoweralliance.org)
2022-08-15 - 8:53:30 PM GMT
-  Document emailed to Theodore Bardacke (tbardacke@cleanpoweralliance.org) for signature
2022-08-15 - 8:54:08 PM GMT
-  Email viewed by Theodore Bardacke (tbardacke@cleanpoweralliance.org)
2022-08-15 - 8:57:57 PM GMT
-  Document e-signed by Theodore Bardacke (tbardacke@cleanpoweralliance.org)
Signature Date: 2022-08-15 - 8:58:20 PM GMT - Time Source: server
-  Agreement completed.
2022-08-15 - 8:58:20 PM GMT

SOLAR AND STORAGE SITE LEASE AGREEMENT

This solar and storage site lease agreement (“**Lease**”) is made and entered into as of December 3, 2024, the last date signed below (the “**Effective Date**”), by and between the City of Oxnard, a California Municipal corporation (“**City**” or “**Lessor**”) and Coast Energy DevCo, LLC, a Delaware limited liability company (“**Lessee**”). City and Lessee may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

WHEREAS,

A. City is the owner of certain real property, consisting of land and certain improvements, buildings, and other structures located thereon, as more particularly described on Exhibit A (the “**Property**”).

B. The Property is identified as a site for energy resilience as part of the Power Ready Program (“**Program**”). Clean Power Alliance of Southern California (“**CPA**”) administers the Program to support community energy reliability efforts in its service territory by providing public agencies with an on-site energy resiliency project that also provides significant community benefit and demand response capabilities to CPA.

C. After issuing and administering a competitive Request for Offers, CPA selected Lessee as the third-party developer to develop behind-the-meter battery energy storage and solar photovoltaic generation energy systems at developer’s sole cost and expense at the sites selected for the Program, including the Property, subject to developer entering a Solar and Storage Site Lease Agreement with the site owners.

D. Lessee and CPA have entered into a Renewable Power Purchase Agreement dated February 9, 2024 (“**PPA**”), wherein Lessee has agreed to build, finance, own and operate a solar photovoltaic energy generation system and associated battery energy storage system, (together, the “**Facility**”), as more particularly described in Exhibit B on a portion of the Property and CPA has agreed to purchase from Lessee the electrical energy produced by the Facility.

E. In order to build and operate the Facility, Lessee requires access to and use of the Premises, as further described below.

F. City agrees to lease the Premises to Lessee on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of these Recitals and the following covenants, terms, and conditions, Lessee and City mutually agree as follows:

LEASE PROVISIONS

ARTICLE 1 INTERPRETATION; EXHIBITS.

1.1 Interpretation.

- (a) The captions of the various sections, paragraphs and subparagraphs of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation.
 - (b) In construing or interpreting this Lease, the word “or” shall not be construed as exclusive and the word “including” shall not be limiting.
- 1.2 **Recitals.** The Recitals set forth above are true and correct and are hereby incorporated into this Lease as if fully set forth herein.
- 1.3 **Exhibits.** The following Exhibits are attached to and made part of this Lease as if fully set forth herein.

EXHIBIT A DESCRIPTION OF PROPERTY

EXHIBIT B DESCRIPTION OF FACILITY

EXHIBIT C DEFINITIONS

EXHIBIT D DESCRIPTION OF PREMISES

EXHIBIT E SECURITY MEASURES

EXHIBIT F WORK SCHEDULE

EXHIBIT G CITY OF OXNARD INSURANCE REQUIREMENTS - INS-K

EXHIBIT H FORM OF LENDER CONSENT AND AGREEMENT

EXHIBIT I MEMORANDUM OF LEASE

ARTICLE 2 DEFINITIONS.

Capitalized terms used in the Lease and not otherwise defined herein have the meanings set forth in Exhibit C (Definitions).

ARTICLE 3 LEASE.

City hereby leases to Lessee, in accordance with the terms and conditions set forth in this Lease, land, floor space, rooftop space, and additional cabling space for associated utility lines, cables, conduits, wires, and equipment (all of which are described specifically in Exhibit D (Description of Premises) necessary to allow for the Permitted Uses. Unless specifically provided in this Lease, Lessee accepts the Property “as-is” on the Effective Date of this Lease.

ARTICLE 4 RENT.

In consideration for the lease of the Premises, Lessee shall pay City monthly rent of ten dollars (\$10.00), or one hundred twenty dollars (\$120.00) annually, which shall be paid annually on July

1, without notice or demand of any kind by City. All payments shall be submitted to: City of Oxnard, 214 South C Street, Oxnard, CA 93030 Attn: Long Range Planning and Sustainability Division. The first year's rent may be pro-rated, and is due within ten (10) Business Days of the Effective Date.

ARTICLE 5

TERM, TERMINATION.

5.1 Term.

- (a) Definition. This Lease shall commence on the Effective Date and shall remain in effect until:
 - (i) Twenty (20) years after the Commercial Operation Date plus the ninety (90) day removal period provided under section 5.4 (the “Term”) except where a Buyout Option is exercised with respect to the Facility; or
 - (ii) The Lease has been terminated by either the City or Lessee in accordance with the terms of this Lease.
- (b) Within five (5) Business Days of the Commercial Operations Date, Lessee shall provide City with a copy of the Commercial Operation Date Certificate submitted to CPA under the PPA.

5.2 Termination. The City, in its sole discretion, shall have the right to terminate this Lease as follows:

- (a) Public Purpose. If the City determines that it requires the Premises or portions thereof at any time or multiple times during the Term for any public purpose as determined by City in its sole discretion, upon sixty (60) days prior written notice to Lessee, the City may in its sole discretion either (i) find an alternative City-owned replacement site that has substantially similar insolation and reasonably acceptable access to the utility grid (with appropriate upgrades or otherwise), that Lessee may use for the System; provided, however, that the City shall pay for the reasonable costs of removal, lost revenue from production and costs of reinstallation of the System (including interconnection and utility related fees from the existing Premises to the new site and City agrees to execute a Lease for the new site, which will be referred to as the “Premises,” with all other terms remaining the same; provided further that Lessee shall use commercially reasonable efforts to remove and reinstall the System without delay and endeavor to minimize lost production time, or (ii) terminate the Lease and pay to Lessee the applicable Termination Payment.
- (b) Event of Default. City may terminate this Lease following a Lessee Event of Default in accordance with section 23.5 of this Lease.

5.3 Buyout Option for the Facility. At the expiration of the Term, the City has the option, in its discretion, to purchase the Facility at a price determined to be the fair market value, determined in accordance with section 5.3(A)(ii) below, or at a price mutually agreed to by the Parties. The City may exercise its Buyout Option, however, it is not obligated to

complete the purchase should the Fair Market Value not be acceptable to the City, or for any other reason.

(a) Exercise of Buyout Option: Notice; Fair Market Value.

- (i) If the City desires to exercise its Buyout Option, City will, no later than six (6) months prior to expiration of the Term, notify Lessee of City's election to exercise its Buyout Option.
- (ii) "Fair Market Value". The "fair market value" of the Facility shall be determined by an independent, third-party appraiser mutually agreed upon by Lessor and Lessee having substantial experience in the valuation of solar facilities similar to the Facilities. If Lessor and Lessee are unable to agree, then each of Lessor and Lessee shall designate an appraiser who shall designate a third appraiser having substantial experience in the valuation of solar facilities similar to facility, to perform the fair market value appraisal. The reasonable costs of the fair market value appraisal shall be borne by Lessee, provided however, if the City decides not complete the purchase for any reason, the City shall reimburse Lessor for the reasonable cost of the appraisal.

5.4

Removal of Facility.

- (a) Except where a Buyout Option is exercised with respect to the Facility, Lessee shall at its sole expense, remove the Facility and all its associated equipment and materials completely, vacate the Premises and Property, and restore the Premises to its original conditions, taking into account any repair and replacement of the roof pursuant to this agreement, and not including restoration of normal wear and tear, within ninety (90) days of:
 - (i) Expiration of the Term; or
 - (ii) Upon termination.
- (b) Lessee shall restore the Premises to its original condition (excluding reasonable aging, wear and tear) to the reasonable satisfaction of City, including any damage to the Premises or the Property caused by the Facility or its removal.
- (c) Lessee shall allow City to inspect the Premises to verify the condition of the Premises and its contents. At City's reasonable request, Lessee agrees to participate in a walk-through inspection of the Premises to verify the condition of the Premises.
- (d) City shall provide Lessee with reasonable access to perform the necessary removal activities.
- (e) Upon City's reasonable request, the usual and customary lighting, plumbing, utility, and heating fixtures shall remain upon the Premises upon termination or expiration of this Lease.

ARTICLE 6
USE OF PREMISES.

- 6.1 **Permitted Uses.** Lessee shall use the Premises exclusively for the purpose of development, engineering, design, construction, installation, operation, maintenance, monitoring, cleaning, repair, replacement, decommissioning and removal of the Facility described in Exhibit B of this Lease, in its entirety or any component thereof (“**Permitted Uses**”).
- (a) No City monies shall be required to fund the development, engineering, design, construction, installation, financing, maintenance, monitoring, repair, replacement, decommissioning, removal and/or operation of the Facility.
- 6.2 **Prohibited Uses.** Lessee shall not use Premises for any purpose not expressly permitted hereunder.
- (a) Lessee shall not create, cause, maintain or permit any nuisance or waste in, on, or about the Premises, or permit or allow the Premises to be used for any unlawful or immoral purpose. Lessee shall not do or permit to be done anything in any manner which unreasonably disturbs the users of the City Property or the occupants of neighboring property. Specifically, and without limiting the above, Lessee agrees not to cause any unreasonable odor, noise, vibration, power emission, or other item to emanate from the Premises or Access Property.
- (b) No materials or articles other than the Facility of any nature shall be stored outside upon any portion of the Premises or Property, except those used for construction, in an area to be designated by City. Lessee will not use Premises or Property in a manner that unreasonably increases the risk of fire or cost of fire insurance.
- (c) No unreasonable sign or placard shall be painted, inscribed or placed in or on the Premises; and no tree or shrub thereon shall be destroyed or removed or other waste committed of said Property, except that Lessee may request to remove trees or shrubs necessary to ensure the Facility is not shaded and receives adequate sunlight, which approval thereof by City shall not be unreasonably withheld.
- (d) Except as set forth in section 7.1(C), no bicycles, motorcycles, automobiles or other mechanical means of transportation shall be placed or stored anywhere on the Premises except for designated parking or storage spaces. No repair, overhaul, or modification of any motor vehicle shall take place on the Property or the street in front of said Property.
- (e) Lessee, at its own expense, shall keep the Premises in as good condition as it was at the beginning of the term hereof, except damage occasioned by ordinary wear and tear, and except damage to City facilities and Property, which is not the fault of Lessee. Lessee shall document, through the use of photographs, the condition of the Premises prior to the commencement of any work.
- 6.3 **Condition and Use of Premises.** City represents that, as of the Effective Date, (a) to City’s knowledge, there are no Hazardous Materials at, on or under the Premises, and (b) the City is aware of no conditions at the Premises that would be reasonably likely to result in an adverse effect on the Facility or Lessee’s ability to produce and deliver electricity

therefrom. Except as expressly set forth in this Section 6.3, City makes no warranty or representation of any kind concerning the condition of the Premises, or the fitness of the Premises for the use intended by Lessee, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the Parties that Lessee has personally inspected the Premises, knows its condition and accessibility, finds it fit for Lessee's intended use, accepts it as is, and has ascertained that it can be used for the Permitted Uses.

- 6.4 **Rooftop Replacement.** Lessee shall replace or repair the roof of the Building in accordance with the terms set forth in Exhibit J.

ARTICLE 7 ACCESS.

7.1 For Lessee.

- (a) **Ingress & Egress.** City hereby grants to Lessee, for the Lease Term, a non-exclusive right-of-way for vehicular and pedestrian ingress and egress to the Premises to the extent required by Lessee for the Permitted Uses and as mutually agreed upon by the Parties (the "**Access Property**").
- (b) **Access to Sunlight.** The City shall not cause or permit any interference with the Facility's access to sunlight as such access exists as of the Effective Date. The City shall from time to time trim any vegetation as necessary to maintain such access to sunlight.
- (c) **Additional Space.** City hereby grants to Lessee the temporary use of additional space on the Property, in such areas mutually agreed to in advance by the Parties, during the installation, maintenance, repair, replacement, improvement, or removal of the Facilities on or from the Premises. Upon completion of its installation, maintenance, repair, replacement, improvement, or removal activity, Lessee will remove all materials from the additional space and will restore the area to substantially the same condition in which it existed immediately prior to Lessee's use.
- (d) **Exclusive Access.** Lessee is granted non-exclusive access to the Premises.

7.2 For City.

- (a) Lessee acknowledges and agrees that the Premises retains primary use as public property operated by the City or its assignee at City's sole discretion and with associated operator access.
- (b) **Access for Inspection.** City and City's agents shall have the right to open or enter the Premises at reasonable times, upon not less than twenty-four (24) hours prior notice to Lessee (except in the event of an emergency in which case notice shall be given not less than twenty-four (24) hours after entry), for the purpose of inspecting same, showing same to prospective City, lenders or lessees, and making such alterations, repairs, improvements, or additions to the Premises as City may deem necessary.

7.3 **Security Measures.**

- (a) Lessee shall comply with the security measures set forth in Exhibit E.
- (b) Lessee shall provide City with keys to any locks Lessee installs and codes to any security system it installs to allow City access to the Premises, subject to the notice requirements set forth in the Lease.

**ARTICLE 8
HAZARDOUS MATERIALS.**

- 8.1 **Use of Hazardous Materials Prohibited.** Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Lessee, its agents, employees, contractors or invitees. Notwithstanding the above, Lessee may install, operate, and maintain the Facility, provided Lessee does so in compliance with all applicable laws, regulations, Prudent Industry Practices, and instructions by the equipment manufacturers.
- 8.2 **City's Right to Perform Tests.** At any time during the Term, City shall have the right to enter upon the Premises in order to conduct tests of water, soil and other relevant media or substances to assess the environmental condition of the Premises, provided that such tests do not interfere with the operation of the Facility.

**ARTICLE 9
UTILITIES AND OPERATING EXPENSES.**

- 9.1 City shall allow Lessor the use of City's water already available on the Property and accessible to the Premises in reasonable quantities for purposes of construction, cleaning, and maintenance of the Facility (it being understood and agreed that Lessee's access to such water is non-exclusive in that City and other third parties may also access such water), subject to any applicable State, regional, or local water rationing rules, regulations or policies. Lessee assumes all risk and liability associated with its use of such water. Lessee shall fully and promptly pay for all of the City's actual expenses associated with Lessee's water use if demanded by City.
- 9.2 City shall have no obligation to provide any other utilities to Lessee.

**ARTICLE 10
TAXES; SGIP INCENTIVE.**

- 10.1 **Revenue and Taxation Code.** Lessee specifically acknowledges it is familiar with section 107.6 of the California Revenue and Taxation Code. Lessee realizes that a possessory interest subject to property taxes may be created, agrees to pay any such tax, and hereby waives any rights Lessee may have under said California Revenue and Taxation Code section 107.6.
- 10.2 **Personal Property Taxes.** Lessee shall pay before delinquent, or if requested by City, reimburse City for, any and all taxes, fees, and assessments associated with the Premises, the personal property contained on the Premises and other taxes, fees, and assessments regarding any of Lessee's activities which take place at the Premises. Lessee recognizes and understands in accepting this Lease that its interest therein may be subject to a possible

possessory interest tax that City or County may impose on such interest and that such tax payment shall be the liability of and be paid by Lessee.

10.3 Self-Generation Incentive Program.

- (a) City shall use commercially reasonable efforts to apply for and cause Lessee to receive SGIP (as defined in Section 10.3(D) below) incentive funds, including by providing information necessary for Lessee to complete SGIP application paperwork, assisting Lessee to respond to SGIP-related questions from program administrators, etc.
- (b) Lessee shall pay any required estimated rebate deposits and similar costs to the program administrator on behalf of City. City shall promptly provide notice to Lessee of any communications from any Governmental Authorities or SGIP administrators (including copies of all written communications) with respect thereto.
- (c) City shall designate Lessee as the recipient of any and all SGIP incentive funds. If City receives any payment, distribution, refund or reimbursement of any deposits made by Lessee or SGIP incentive funds, City shall promptly forward such money to Lessee.
- (d) “SGIP” means the California Public Utility Commission’s Self-Generation Incentive Program created pursuant to R.12-11-005 and all related CPUC decisions and rulings.

**ARTICLE 11
CONTRACTORS, CONSULTANTS; WORK HOURS.**

11.1 Contractors, Consultants.

- (a) Any contractor or consultant engaged by Lessee to install, construct, operate or maintain the Facility must be properly licensed.
- (b) Lessee agrees to advise the City of any contractors or consultants involved in the installation or construction of the Facility in advance of the commencement of the Construction Period, as defined in Exhibit F of this Lease.
- (c) Lessee is responsible for the conduct of its contractors and consultants, and any subcontractors thereto, and City shall have no contractual relationship with any such contractors or consultants.
- (d) All Lessee’s contractors and consultants must carry public liability and property damage insurance, standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, during the period of construction consistent with requirements set forth in section 26 (Insurance). Such insurance shall contain waiver of subrogation clauses in favor of City and Lessee in accordance with the Provisions of Exhibit G (Insurance Requirements)

11.2 Work Hours.

- (a) Lessee shall cause all installation, construction, maintenance, or operations work to be performed as authorized by any Lessee permit for such work and in accordance with the City's applicable codes. All such work shall be in a manner that does not unreasonably interfere with City and City's employees, visitors, tenants, licensees and their customers to the extent commercially practicable. Except for emergency situations or unplanned outages, Lessee shall notify the Lease Administrator (as identified in Article 35) at least seventy-two (72) hours in advance of such work and schedule the activities in coordination with the City to reasonably minimize interference with use of the Property.

ARTICLE 12 OWNERSHIP OF FACILITY.

- 12.1 The Facility is the personal property of Lessee. Title to the Facility placed on the Premises by Lessee shall be held by Lessee during the Term. Notwithstanding anything to the contrary in this Lease, City and Lessee acknowledge and agree that the Facility is not a fixture or improvement to a City building and/or the Property, and City agrees that it will not claim, assert or assist any other entity in claiming or asserting that the Facility is a fixture or improvement to a City building and/or the Property.
- 12.2 In the event City exercises its Buyout Option, Lessee shall take whatever actions are reasonably necessary to transfer fee title ownership of the Facility to City, free and clear from any lien, or monetary or other encumbrances.
- 12.3 Should this Lease be terminated for any reason prior to the expiration of the Term, except in the event City exercises its Buyout Option, all of the Facility placed by Lessee on the Premises shall remain under the ownership of Lessee and shall be removed by Lessee in accordance with section 5.4 of this Lease.
- 12.4 City acknowledges and agrees that:
 - (a) The City has no ownership interest in the Facility (except in the event City exercises its Buyout Option), and Lessee is, and will remain throughout the Term, the exclusive legal, beneficial and tax owner and operator of the Facility;
 - (b) The City and its authorized representatives and invitees shall not, without Lessee's prior written approval, modify, alter, service, repair or shut down any part of the Facility, or impair or interrupt the generation, storage or discharge of energy by the Facility or transmission of energy from the Facility to the Delivery Point (as defined in the PPA) and shall not permit any other person to do so; *provided*, if the City reasonably determines that Lessee has failed to take prompt and/or reasonable action to prevent any imminent risk of damage or injury to any Person or any Person's property, the City shall have the right to take such action as it reasonably deems necessary to prevent such damage or injury, and shall give Lessee Notice of such actions. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of energy from the Facility to the Delivery Point. In the event the City takes any such actions, directly or through a third party, Lessee shall reimburse the City for all such reasonable costs incurred by the City in taking such actions.

- (c) Notwithstanding the Facility's presence on the Premises, as between the City and Lessee, Lessee is the exclusive owner of the energy generated by the Facility and owner of any environmental attributes and environmental incentives of the Facility;
- (d) The Facility may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered (collectively, a "**Transfer**") with the fee interest or leasehold rights to the Property by City; and
- (e) Nothing shall prevent or limit City's right to Transfer the Property or the Premises; provided, however that:
 - (i) City agrees to give Lessee at least fifteen (15) days written notice prior to any Transfer of all or a portion of the Property identifying the transferee, the portion of the Property to be transferred and the proposed date of transfer; and
 - (ii) City agrees that this Lease and any right-of-way granted hereunder shall run with the Property and the Premises and survive any Transfer of the Property or the Premises.

ARTICLE 13

INSTALLATION AND CONSTRUCTION OF FACILITY BY LESSEE.

13.1 Installation of Facility.

- (a) City Consent. City hereby consents to the installation on the Premises of the Facility by Lessee, as shown in Exhibit B (Description of Facility), subject to the conditions and obligations in this Lease Agreement.
- (b) Installation and Work. Lessee shall be responsible for the installation of the Facility, including all costs associated with the installation of the Facility.
 - (i) Lessee shall obtain, at no cost and expense to City, all Permits, and execute all agreements, necessary for the installation and operation of the Facility, including all permits as required by State and Local Codes and ordinances, including but not limited to Planning entitlements and building, electrical, and encroachment permits as applicable. Lessee is responsible for and City agrees to cooperate in Lessee's seeking any and all Permits Lessee finds necessary or desirable for the installation of the Improvements. Lessee will carry out the activities set forth in this subsection in accordance with all applicable laws, rules, codes, ordinances, and emergency orders.
 - (ii) Lessee shall carry out or cause to be carried out all construction, installation, maintenance, and repair work in a good, efficient and workmanlike manner.
 - (iii) All installation and construction performed by or on behalf of Lessee shall materially and substantially conform to the plans, specifications, construction, and architectural standards contained in Exhibit B (Description of Facility), the siting, construction, and demolition plans approved by the City, and approved building permit(s) for the Facility.

- (iv) All work shall be performed in a manner that complies with all applicable governmental permits, laws, ordinances, regulations, and emergency orders, and shall meet all other requirements contained in this Lease.
 - (v) All work shall be conducted in a manner as will not unreasonably interfere with City's operation or maintenance of the Property and the improvements thereon.
 - (vi) Lessee shall, and shall cause its contractors to, keep the Premises and Access Property reasonably clear of debris, waste, material and rubbish and to comply with reasonable safety procedures established by City for the conduct of business on the Premises.
 - (vii) Lessee shall keep the Premises free and clear of all claims and liens resulting from construction done by or for Lessee.
- (c) As Built Plans. Lessee shall provide the Lease Administrator and the City's Planning Department with a complete set of reproducible "as-built plans" reflecting actual construction within or upon the Premises upon completion of any: (i) new construction; (ii) structural alterations; or (iii) non-structural alterations costing more than twenty-five thousand dollars (\$25,000).

ARTICLE 14

MAINTENANCE AND OPERATION OF FACILITY BY LESSEE.

14.1 Maintenance.

- (a) City Responsibilities.
 - (i) Premises. City shall be responsible for the maintenance and repair of the overall Premises, other than the Facility, including main support systems not exclusively serving the Lessee's Facility, such as electrical system repair, painting, structural repairs, and all maintenance of landscaped areas.
 - (A) Relocation:
 - (1) City may request to move the Facility on a temporary basis to another location on the Property or to another site owned by City as necessary to perform City's maintenance responsibilities.
 - (2) For any such relocation that is required due to repair or maintenance work or another purpose unrelated to the Facility, the City is responsible for all associated reasonable costs of removal and reinstallation and must proceed diligently; *provided*, the City shall not be required to reimburse Lessee for any lost revenue under the PPA during the first thirty (30) days of such relocation, but shall reimburse Lessee for any lost revenues under the PPA in the event the Facility is uninstalled in excess of thirty (30) days

(except to the extent such additional delays are caused by Lessee).

- (ii) Access Property. City shall maintain or cause to be maintained, including repair and replacement as necessary, the Access Property serving the Premises.

(b) Lessee Responsibilities.

- (i) Lessee shall be solely responsible for the maintenance of the Facility. Lessee shall maintain, at Lessee's expense, the Facility, including all related equipment, furnishings, and trade fixtures upon the Premises in a safe, clean, wholesome, and sanitary condition required for the maintenance and operation of a first-class business of the type to be conducted pursuant to this Lease. Lessee agrees to promptly (and in no case later than within sixty (60) days written notice from City) restore the physical appearance and operational functionality of the Facility to such a condition, including paint, clean, and abate graffiti, to the reasonable satisfaction of City, and in compliance with all applicable laws, throughout the term of this Lease.

14.2 **Facility Operation.**

- (a) Lessee shall be solely responsible for the operation of the Facility. Lessee's obligation shall include, without limitation, the obligation to promptly make or pay (as determined by City) for any repairs to the Property or to the Premises to the extent the damage was directly caused by Lessee, its employees, agents, contractors or subcontractors.
- (b) Lessee shall bear all risk of loss with respect to the Facility, except:
 - (i) As set forth elsewhere in this Lease; or
 - (ii) For actions or negligence by the City or its agents and employees.
- (c) Lessee shall operate the Facility so as to keep the Facility in good operating condition and repair, in compliance with all applicable laws, and in accordance with generally accepted practices of the electric industry, in general, and the solar generation industry in particular.
- (d) Lessee shall operate the Facility in compliance with Prudent Industry Practices.

**ARTICLE 15
RECORDS.**

Lessee shall provide City with statistical data on any applicable Project Labor Agreement compliance and Lessee's compliance with all prevailing wage requirements within sixty (60) days of a written request by City.

**ARTICLE 16
SIGNS.**

Lessee shall not place, construct, maintain, or allow any signs upon the Property without prior written consent of City, which consent shall be at the City's sole discretion.

ARTICLE 17 ALTERATIONS BY LESSEE.

Lessee shall not make any alterations or modifications to the Premises without obtaining the prior written consent of the Lease Administrator, which consent shall be at the City's sole discretion. Lessee may, at any time and at its sole expense, install and place business fixtures and equipment within the Premises provided such fixtures and installation have been reviewed and approved by the Lease Administrator, which consent shall be at the City's sole discretion.

ARTICLE 18 PREVAILING WAGE.

18.1 Prevailing wage requirement. All employees hired by Lessee, and its contractors and subcontractors, that will perform construction work or provide services at the site related to construction of the Facility shall be paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any. Lessee's prevailing wage obligations can be satisfied upon the execution of a project labor agreement related to construction of the Facility.

18.2 Targeted hire requirements. Lessee shall comply with the following targeted hire requirements:

- (a) A minimum of 40% of all hours of project work shall be performed by Local Targeted Worker¹ with priority given to residents of Los Angeles and Ventura Counties.
- (b) A minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers² whose primary place of residence is within Los Angeles and Ventura Counties.
- (c) 60% of all Journeymen Wiremen working on the project shall be graduates of a state approved joint labor management electrical apprenticeship program.
- (d) At least 10% jobsite electrical workers shall be OSHA 30-hour General Industry Safety and Health Certified.

- (e) All Electrical Work³ will be performed by Journeymen Electricians, or Apprentices currently being trained in a California Approved Electrical Apprenticeship Program under the Supervision of a Journeyman Electrician.
- (f) All Apprentices will be registered in a state of California approved apprenticeship program under the supervision of a certified electrician.

ARTICLE 19 REPRESENTATIONS AND WARRANTIES.

- 19.1 City represents and warrants that it has full right and authority to enter into this Lease and to perform all of City's obligations hereunder and that all persons signing this Lease on its behalf are authorized to do so. Lessee represents and warrants that Lessee has full right and authority to enter into this Lease, and to perform all of Lessee's obligations hereunder, and that all persons signing this Lease on its behalf are authorized to do so.
- 19.2 City represents and warrants that, on the Effective Date, (i) it owns fee title to the Property and is the sole owner of the Property (including the Premises), and (ii) City's ownership of the Property (including the Premises) is subject to no Liens or exceptions to title other than Liens, if any, expressly disclosed in writing by City to Lessee prior to the Effective Date.

ARTICLE 20 HOLD HARMLESS; INDEMNIFICATION.

- 20.1 **General Indemnification.** Lessee agrees to protect, defend (with counsel acceptable to City), hold harmless and indemnify City, its City Council, commissions, officers, agents, volunteers, and employees from and against any claim, injury, liability, loss, cost, penalties, forfeiture, and/or expense and/or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising from Lessee's or its contractors, consultants, agents, or assigns negligent, reckless, or wrongful acts, errors, or omissions with respect to or in any way connected with this Lease together with reasonable attorneys' fees and all costs and expenses reasonably incurred by City in negotiating, settling, defending or otherwise protecting against such claims. This indemnity shall be in addition to the Hazardous Materials Indemnity and Indemnity for claims arising out of construction contained in this Lease and shall survive the expiration of or early termination of the Lease Term.
- 20.2 **Indemnity for Claims Arising Out of Construction.** Lessee agrees to protect, defend (with counsel acceptable to City), hold harmless and indemnify City, its City Council, commissions, officers, agents, volunteers, and employees from and against any claim, injury, liability, loss, cost, penalties, forfeiture, and/or expense or damage arising out of work performed on the Property by Lessee or its contractors, consultants, agents or assigns,

together with reasonable attorneys' fees and all costs and expenses reasonably incurred by City in negotiating, settling, defending or otherwise protecting against such claims.

20.3 **Hazardous Materials Indemnity.**

Lessee shall protect, defend (with counsel acceptable to City), hold harmless, and indemnify the City, its City Council, commissions, officers, agents, volunteers, and employees from and against any and all claims, injuries, liabilities, costs, penalties, forfeitures, losses, and/or expenses or damages, including without limitation, diminution in value of the Property or Premises, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Property or Premises, damages arising from any adverse impact or marketing of the Property or Premises and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, attorneys' fees, consultant and expert fees, judgments, administrative rulings or orders, fines, costs of death of or injury to any person, or damage to any property whatsoever (including, without limitation, groundwater, sewer systems, and atmosphere), arising from, caused, or resulting, either prior to or during the Lease Term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under, or about the Property by Lessee, Lessee's agents, employees, licensees, or invitees or at Lessee's direction, of Hazardous Material, or by Lessee's failure to comply with any law applicable to the use, storage or disposal of Hazardous Materials, whether knowingly or by strict liability. For purposes of the indemnity provided herein, any acts or omissions of Lessee or its employees, agents, customers, sublessees, assignees, contractors, or subcontractors of Lessee (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessee. Lessee's indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs, cleanup or detoxification or decontamination of the Property or Site, and the presence and implementation of any closure, remedial action or other required plans, and shall survive the expiration of or early termination of the Lease Term.

City shall protect, defend (with counsel acceptable to Lessee), hold harmless, and indemnify the Lessee, its officers, agents, and employees from and against any and all claims, injuries, liabilities, costs, penalties, forfeitures, losses, and/or expenses or damages, including without limitation, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Property or Premises, damages arising from any adverse impact or marketing of the Property or Premises and sums paid in settlement of claims, response costs, cleanup costs, site assessment costs, attorneys' fees, consultant and expert fees, judgments, administrative rulings or orders, fines, costs of death of or injury to any person, or damage to any property whatsoever (including, without limitation, groundwater, sewer systems, and atmosphere), arising from, caused, or resulting, either prior to or during the Lease Term, in whole or in part, directly or indirectly, by the presence or discharge in, on, under, or about the Property by City of Hazardous Material, or by City's failure to comply with any law applicable to the use, storage or disposal of Hazardous Materials, whether knowingly or by strict liability. For purposes of the indemnity provided herein, any acts or omissions of City (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to City. City's indemnification obligations shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary Hazardous Materials management plan, investigation, repairs,

cleanup or detoxification or decontamination of the Property or Site, and the presence and implementation of any closure, remedial action or other required plans, and shall survive the expiration of or early termination of the Lease Term.

- 20.4 **Waiver of Claims.** Lessee waives any claims against City for injury to Lessee's business or any loss of income therefrom, for damage to Lessee's property, or for injury or death of any person in or about the Property, from any cause whatsoever, except to the extent caused by City's active negligence or willful misconduct.
- 20.5 **Notice.** Each Party shall give the Other Party prompt written notice of any claim or liability indemnified against under this Lease.

ARTICLE 21 CASUALTY DAMAGE; FORCE MAJEURE.

- 21.1 Subject to section 21.2 below, if the Premises, or any building or structure within or upon which the Facility is installed ("**Building**"), is damaged by fire, flood, earthquake, tornado, or other casualty (collectively "**Casualty**"), to such extent that material restoration can, in City's estimation, be reasonably completed within six (6) months of the date of the Casualty, this Lease shall not terminate. Provided that insurance proceeds are received by City to fully repair the damage (if City is insured) or if City allocates adequate funding to fully repair the damage, City shall proceed to rebuild and repair the Premises and Building diligently and in the manner determined by City (provided City shall make available to Lessee not less than the same area and access to sunlight as existed prior to the Casualty), except that City shall not be required to rebuild, repair or replace any part of the Facility. If City chooses not to rebuild, repair or replace any part of the Facility, the Lease shall terminate, and City shall pay Lessee the applicable Termination Payment.
- 21.2 If all or a substantial part of the Premises or the Building is damaged any Casualty so as to render the use of the Premises unsuitable for the Permitted Use as determined by a qualified engineering consultant retained by Lessee and reasonably acceptable to the City, or if, in the City's estimation, material restoration cannot be completed within six (6) months of the date of the casualty, then either Party may elect to terminate this Lease on not less than thirty (30) days' prior notice to the other Party. If neither Party elects to terminate this Lease pursuant to the previous sentence, provided that insurance proceeds are received by City to fully repair the damage (if City is insured) or if City allocates adequate funding to fully repair the damage, City shall proceed to rebuild and repair the Premises and Building diligently and in the manner determined by City (provided City shall make available to Lessee not less than the same area and access to sunlight as existed prior to the Casualty), except that City shall not be required to rebuild, repair or replace any part of the Facility. If City chooses not to rebuild, repair or replace any part of the Facility, the Lease shall terminate, and City shall pay Lessee the applicable Termination Payment.
- 21.3 Notwithstanding anything herein to the contrary, if the Premises or Building are damaged or destroyed and are not fully covered by the insurance proceeds received by City or if the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness or if the City does not allocate adequate funding to fully repair the damage, then in such cases, City shall have the right to terminate this Lease by delivering written notice of termination to Lessee within thirty (30) days after the date of notice to Lessor that said damage or destruction is not fully

covered by insurance or such requirement is made by any such holder or adequate funding is not allocated, as the case may be, whereupon this Lease shall terminate. Upon termination pursuant to this section, City shall pay Lessee the applicable Termination Payment.

21.4 **Waiver.** This section 21.4 shall be Lessee's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building. As a material inducement to City entering into this Lease, Lessee hereby waives any rights it may have under sections 1932, 1933(4), 1941, or 1942 of the California Civil Code with respect to any destruction of the premises, City's obligation for tenantability of the Premises and Lessee's right to make repairs and deduct the expenses of such repairs, under any similar law, statute or ordinance now or hereafter in effect.

21.5 **Force Majeure.** Force Majeure shall excuse the performance by Lessee for a period equal to the prevention, delay, or stoppage.

ARTICLE 22 ASSIGNMENT AND SUBLETTING.

22.1 City's Consent Required.

(a) **No Assignment Without Consent.**

- (i) Except as provided below in this Article 22, Lessee shall neither assign this Lease, nor any interest therein, and shall neither sublet nor encumber the Premises or any part thereof, nor any right or privilege appurtenant thereto, nor allow or permit any other person(s) to occupy or use the Premises, or any portion thereof, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; *provided*, Lessee may assign its rights and obligations hereunder without City's prior consent to (i) any Affiliate of Lessee; (ii) any Person that results from a merger of, reorganization of, or consolidation with Lessee or Lessee's Affiliate; (iii) any Person that acquires all or substantially all of the stock or assets of Lessee or Lessee's Affiliate, provided that such person's creditworthiness is equal to or greater than that of Lessee, as reasonably determined by the City; or (iv) as collateral to Lessee's financing parties as set forth in Section 22.1(b)(ii), so long as Lessee provides written notice of such assignment to City within thirty (30) days of such assignment.
- (ii) Any assignment, subletting, encumbrances, occupation, or use contrary to the provisions of this Lease shall be void and shall constitute breach of this Lease. City may assign any of its rights hereunder without notice to Lessee.
- (iii) At City's request, Lessee shall promptly deliver financial statements, information and other evidence satisfactory to City regarding any proposed assignment or change of control under this Article 22.

(b) **Consent.**

- (i) Any direct or indirect change of control of Lessee (whether voluntary or by operation of law) shall be deemed an assignment and shall be subject to the same consent conditions set forth in Section 22.1(a)(i).
- (ii) Subject to the provisions of this Section 22.1, Lessee shall be permitted to assign this Lease as collateral for any financing or refinancing of the Facility without the prior consent of the City. In connection with any financing or refinancing of the Facility by Lessee, City shall in good faith work with Lessee and Lessee's financing party to execute a consent to collateral assignment of the Lease in a form substantially similar to the form of "Lender Consent and Agreement" attached hereto as Exhibit H.⁴
- (c) Reserved.
- (d) Assignment.
 - (i) Written notification of any assignment or transfer of this Lease shall be given to the City or Lessee (as applicable).
 - (ii) This Lease shall be binding upon any permitted assignee or successor of Lessee.
 - (iii) Consent by City to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person.
 - (iv) No assignment, subletting, or encumbrance by Lessee shall release it from or in any way alter any of Lessee's obligations under this Lease.

22.2 **Hazardous Materials.** Without limiting City's authority to withhold its consent in other circumstances, it shall not be unreasonable for City to withhold its consent to an assignment or sublet to a proposed assignee or sublessee if:

- (a) Any anticipated use of the Property by any proposed assignee or sublessee involves the generation or storage, use, treatment, disposal, or release of Hazardous Material in any manner or for any purpose, except, however, that the proposed assignee may install, operate, and maintain the Facility in accordance with the terms of this Lease;
- (b) The proposed assignee or sublessee has been required by any prior landlord, lender, or governmental authority to take remedial action in connection with Hazardous Material contamination at a property, if the contamination resulted from such assignee or sublessee's action, omission or other use of the property in question; or,

- (c) The proposed assignee or sublessee is subject to an enforcement order issued by any governmental authority in connection with the release, use, disposal or storage of a Hazardous Material.

22.3 **No Release of Lessee.** No subletting or assignment as approved by City shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to perform all obligations by Lessee hereunder. The acceptance of consideration by City from any other person shall not be deemed to be a waiver by City of any provision hereof. In the event of default by any assignee of Lessee or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against said assignee.

ARTICLE 23

EVENT OF DEFAULT; REMEDIES.

23.1 **Event of Default.** The occurrence of any one or more of the following events shall constitute a material default, or breach of this Lease by Lessee ("**Lessee Event of Default**"):

- (a) **Failure to Make Payments.** Failure by Lessee to make any payment required to be made by Lessee hereunder, where such failure continues for a period of ten (10) business days after City provides Lessee with written notice thereof.
- (b) **Failure to Satisfy Lease Obligations.** Failure by Lessee to observe or perform any of the Representations and Warranties set forth in section 19 of this Lease or any of the material covenants, conditions or provisions of this Lease in any material respect where such failure shall continue for a period of thirty (30) days after City provides Lessee with written notice thereof; provided, however, that if the nature of Lessee's failure is such that more than thirty (30) days are reasonably required for its cure, then a Lessee Event of Default shall not have occurred if Lessee demonstrates to City's reasonable satisfaction that it has commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. Notwithstanding the foregoing, a Lessee Event of Default shall not occur under this section 23.1(B) if the failure to observe or perform any of the Representations and Warranties set forth in section 19 of this Lease or any of the material covenants, conditions or provisions of this Lease in any material respect is caused by an error or omission of an administrative or operational nature.
- (c) **Assignment to Creditors; Debtor Status; Bankruptcy and Seizure.**
 - (i) Making, by Lessee, of any general arrangement or assignment for the benefit of creditors;
 - (ii) Becoming a "Debtor" as defined in 11 U.S.C. §101, as the same may be amended from time to time, (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days);
 - (iii) The appointment of a bankruptcy trustee or receiver to take possession of all or substantially all of Lessee's assets located at or on the Premises or of Lessee's interest in this Lease where possession is not restored to Lessee

within thirty (30) days; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at or on the Premises, including the Facility, or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(d) Reserved.

(e) Reserved.

(f) Reserved.

23.2 **Lessor Event of Default.** The occurrence of any one or more of the following events shall constitute a material default, or breach of this Lease by City ("**Lessor Event of Default**"):

(a) Failure to Make Payments. Failure by City to make any payment required to be made by City hereunder, where such failure continues for a period of ten (10) business days after Lessee provides City with written notice thereof.

(b) Failure to Satisfy Lease Obligations. Failure by Lessor to observe or perform any of the Representations and Warranties set forth in section 19 of this Lease or any of the material covenants, conditions or provisions of this Lease in any material respect where such failure shall continue for a period of thirty (30) days after Lessee provides Lessor with written notice thereof; provided, however, that if the nature of Lessor's failure is such that more than thirty (30) days are reasonably required for its cure, then a Lessor Event of Default shall not have occurred if Lessor demonstrates to Lessee's reasonable satisfaction that it has commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. Notwithstanding the foregoing, a Lessor Event of Default shall not occur under this section 23.2(B) if the failure to observe or perform any of the Representations and Warranties set forth in section 19 of this Lease or any of the material covenants, conditions or provisions of this Lease in any material respect is caused by an error or omission of an administrative or operational nature.

(c) Assignment to Creditors: Debtor Status; Bankruptcy and Seizure.

(i) Making, by Lessor, of any general arrangement or assignment for the benefit of creditors;

(ii) Becoming a "Debtor" as defined in 11 U.S.C. §101, as the same may be amended from time to time, (unless, in the case of a petition filed against Lessor, the same is dismissed within sixty (60) days);

(iii) The appointment of a bankruptcy trustee or receiver to take possession of all or substantially all of Lessor's assets located at or on the Premises or of Lessor's interest in this Lease where possession is not restored to Lessor within thirty (30) days; or the attachment, execution or other judicial seizure of all or substantially all of Lessor's assets located at or on the Property or of Lessor's interest in this Lease, where such seizure is not discharged within thirty (30) days.

- 23.3 **Lessee Remedies.** In the event of any Lessor Event of Default under this Lease, Lessee shall have the right to terminate this Lease upon written notice to Lessor. In the event of an early termination pursuant to this Section 23.3, Lessor shall pay to Lessee, within thirty (30) days of such termination, the applicable Termination Payment.
- 23.4 **Termination of PPA.** Any termination of the PPA shall cause this Lease to automatically terminate upon such termination of the PPA, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.
- 23.5 **Remedies of City.** In the event of any Lessee Event of Default, City may at any time thereafter, following any notice required by statute, and without limiting City in the exercise of any right or remedy which City may have by reason of such Event of Default or breach:
- (a) **Termination.** Terminate Lessee's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises, but not the Facility, to City. City shall not be required to pay any Termination Payment to Lessee. In such event, City shall be entitled to recover from Lessee all damages incurred by City by reason of the Event of Default or breach, including but not limited to:
 - (i) The cost of recovering possession of the Premises;
 - (ii) Expenses for disposing of the Facility;
 - (iii) Expenses of reletting, including necessary renovation and alteration of the Property and the Facility; and
 - (iv) Reasonable attorneys' fees.
 - (b) **Continue Lease.** Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event, City shall be entitled to enforce all of City's rights and remedies under this Lease, including the right to recover fees and payments as they become due hereunder.
 - (c) **Other Remedies.** Pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California. City shall have all remedies provided by law and equity.
- 23.6 **No Relief from Forfeiture After Event of Default.** Lessee waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present or future law, in the event Lessee is evicted or City otherwise lawfully takes possession of the Property by reason of any Event of Default or breach of this Lease by Lessee.
- 23.7 **Disposition of Abandoned Personal Property.** If the Lessee fails to remove any personal property belonging to Lessee from the Property within ninety (90) days after of the expiration or termination of this Lease, such personal property shall at the option of City

be deemed to have been transferred to City. City shall have the right to remove and to dispose of such personal property without liability to Lessee or to any person claiming under Lessee, and the City shall have no need to account for such personal property.

ARTICLE 24 INTEREST ON PAST-DUE OBLIGATIONS.

Except as expressly provided herein, any amount not paid when due shall bear interest at the lesser of ten percent (10%) per year or the maximum rate then allowable by law from the date due.

ARTICLE 25 HOLDING OVER.

If Lessee remains in possession of the Premises or any part thereof after the expiration of the Term, such occupancy shall be a tenancy from month-to-month with all the obligations of this Lease applicable to Lessee. Nothing contained in this Lease shall give to Lessee the right to occupy the Premises after the expiration of the term, or upon an earlier termination for breach.

ARTICLE 26 INSURANCE.

- 26.1 Lessee's responsibility for the Premises pursuant to this Lease begins immediately upon the Effective Date. Lessee, at its sole cost and expense, and at no cost to City, shall purchase and maintain in full force and effect during the entire term of this Lease insurance coverage in amounts and in a form as set forth in Exhibit G (Insurance Requirements) attached hereto and incorporated herein by reference. Said policies shall be maintained with respect to Lessee's employees, if any, and all vehicles operated on the Property. The policies shall include the required endorsements, certificates of insurance and coverage verifications as described in Exhibit G (Insurance Requirements).
- 26.2 Lessee shall deposit with the Lease Administrator, on or before the Effective Date of this Lease, certificates of insurance necessary to satisfy City that the insurance provisions of this Lease have been complied with, and to keep such insurance in effect and the certificates therefore on deposit with City during the entire term of this Lease. Should Lessee not provide evidence of such required coverage at least three (3) days prior to the expiration of any existing insurance coverage, City may purchase such insurance, on behalf of and at the expense of Lessee to provide six months of coverage.
- 26.3 The Lease Administrator shall notify Lessee in writing of changes in the insurance requirements. If Lessee does not deposit copies of acceptable insurance policies with City incorporating such changes within sixty (60) days of receipt of such notice, or in the event Lessee fails to maintain in effect any required insurance coverage, Lessee shall be in default under this lease without further notice to Lessee. Such failure shall constitute a material breach and shall be grounds for immediate termination of this Lease at the option of City.
- 26.4 The procuring of such required policy or policies of insurance shall not be construed to limit Lessee's liability hereunder nor to fulfill the indemnification provision and requirements of this Lease. Notwithstanding the policy or policies of insurance, Lessee shall be obligated for the full and total amount of any damage, injury, or loss caused by or connected with this Lease or with use or occupancy of the Premises.

- 26.5 **City Insurance.** Upon Lessee's request, City shall deliver to Lessee certificates of insurance evidencing the City's insurance coverage for the Premises, which may be through self-insurance or risk pool. All such insurance maintained by City shall be for the exclusive benefit of City and Lessee shall have no right or interest therein.

ARTICLE 27 EMINENT DOMAIN.

- 27.1 If all of the Premises is condemned by a public entity in the lawful exercise of its power of eminent domain, this Lease shall cease. The date of such termination shall be the effective date of possession of the Premises by the condemning public entity.
- 27.2 If only a part of the Premises is condemned and the condemnation of that part does not substantially impair the capacity of the remainder to be used for the Permitted Uses, Lessee shall continue to be bound by the terms, covenants, and conditions of this Lease. If the condemnation of a part of the Premises substantially impairs the capacity of the remainder to be used for the Permitted Uses, Lessee may:
- (a) Terminate this Lease and thereby be absolved of obligations under this Lease which have not accrued as of the date of possession by the condemning public entity; or
 - (b) Continue to occupy the remaining Premises and thereby continue to be bound by the terms, covenants and conditions of this Lease.
 - (c) Lessee shall provide City with written notice advising City of Lessee's choice within thirty (30) days of possession of the part condemned by the condemning public entity.
- 27.3 City shall be entitled to and shall receive all compensation related to the condemnation, except that Lessee shall be entitled to:
- (a) That portion of the compensation which represents the value for the remainder of the Lease term of any Lessee-constructed improvements taken by the condemning public entity, which amount shall not exceed the actual cost of such improvements reduced in proportion to the relationship of the remaining Lease term to the original Lease term, using a straight line approach; and
 - (b) Any amount specifically designated as a moving allowance or as compensation for Lessee's personal property.
 - (c) Any applicable Termination Payment.
- 27.4 In the event of condemnation, Lessee shall have no claim under the Lease against the City for the value of any unexpired term of this Lease except as set forth in section 27.3.

ARTICLE 28 DISPUTE RESOLUTION.

- 28.1 Unless otherwise mutually agreed to, any controversies between Lessee and City regarding the construction or application of this Lease, and claims arising out of this Lease or its

breach shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- 28.2 The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Ventura County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Lease.
- 28.3 The costs of mediation shall be borne by the Parties equally.
- 28.4 Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation arising out of any dispute related to this Lease, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

ARTICLE 29

NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of City shall be personally liable for any default or liability under this agreement.

ARTICLE 30

NON-DISCRIMINATION.

Lessee covenants by and for itself, its successors, executors, administrators and assigns, and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons, on account or race, color, creed, religion, sex, sexual orientation, marital status, national origin, actual or perceived gender identity, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises.

ARTICLE 31

CONFLICT OF INTEREST.

- 31.1 Lessee shall at all times avoid conflict of interest or appearance of conflict of interest in performance under this Lease. Lessee warrants and covenants that no official or employee of City nor any business entity in which any official or employee of City is interested:
- (a) Has been employed or retained to solicit or aid in the procuring of this Lease; or
 - (b) Will be employed in the performance of this Lease without the divulgence of such fact to City.
- 31.2 In the event that City determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of City, Lessee upon request of City shall immediately terminate such employment.
- 31.3 Violation of this provision constitutes a serious breach of this Lease and City may terminate this Lease as a result of such violation.

ARTICLE 32
MEMORANDUM OF LEASE.

Following execution of this Lease, either Party, at its sole expense, shall be entitled to record the Memorandum of Lease in the form attached hereto as Exhibit I (Memorandum of Lease) in the official records of Ventura County, which Memorandum shall be executed contemporaneously with this Lease. Upon termination or expiration of this Lease, Lessee shall execute and record a quitclaim deed as to its leasehold interest.

ARTICLE 33
ESTOPPEL CERTIFICATE; FINANCING.

- 33.1 Each Party shall, from time to time, upon at least thirty (30) days prior written notice from the other Party, execute, acknowledge and deliver to the requesting Party a written instrument, in form and substance reasonably acceptable to such requesting Party, certifying to such requesting Party, or any other Person specified by such requesting Party (including any financing party of Lessee): (i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification, and the date to which charges under the Lease, if any, have been paid; (ii) whether or not to the knowledge of such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such Party the requesting Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party.
- 33.2 Lessor agrees and acknowledges that Lessee may elect to finance all or any portion of the Facility, including by utilizing tax equity or cash equity investment and/or through a portfolio financing, which may include cross-collateralization or similar arrangements. In connection with any financing or refinancing of the Facility, Lessor shall execute and deliver such further consents, approvals and acknowledgments as may be reasonable and necessary to facilitate such transactions; provided, Lessor shall not be required to agree to any terms or conditions which are reasonably expected to have a material adverse effect on Lessor and all reasonable attorney's fees incurred by Lessor in connection therewith shall be borne by Lessee.

ARTICLE 34
LIENS.

- 34.1 Lessee agrees at its sole cost and expense to keep the Premises and Facility free and clear of any and all claims, levies, liens, encumbrances, or attachments arising out of or related to charges by contractors, subcontractors and suppliers supplying goods or services to Lessee for work or services performed, materials or supplies furnished or obligations incurred by or on behalf of Lessee. Notwithstanding the Facility's presence on the Premises, Lessee shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim (collectively, "**Liens**") on or with respect to the Premises or any interest therein. Lessee also shall pay promptly before a fine or penalty may attach to the Premises any taxes, charges or fees of whatever type of any

payments for which Lessee is responsible. Provided that Lessee complies with the preceding provisions of this Section 34.1, Lessee may grant or incur Liens on the Facility in connection with a financing permitted under Section 33.2.

- 34.2 If Lessee shall not, within ten (10) days following the imposition of any such Lien, cause the same to be released of record by payment or posting of a proper bond, City shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as City shall deem proper, including payment of the claim giving rise to such Lien. All sums paid by City on behalf of Lessee and all expenses incurred by City in connection therefore shall be payable to City by Lessee on demand with interest at the applicable interest rate.
- 34.3 The City shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on, affecting or with respect to the Facility (including any constituent element or component thereof) or any interest therein. The City shall immediately notify Lessee of the existence of any such Lien and shall promptly cause the same to be discharged and released of record without cost to Lessee. The City covenants and agrees to use commercially reasonable efforts to obtain a subordination, nondisturbance and attornment agreement, in form and substance reasonably satisfactory to Lessee, from each holder of any indebtedness secured by a mortgage or deed of trust covering the Premises during the Term.

ARTICLE 35 NOTICES.

- 35.1 All notices to the Parties shall, unless otherwise requested in writing, be sent as follows:

- (a) To City:

City of Oxnard

Attn: Alexander Nguyen

214 South C Street

P: 805-385-8209

Email: Jeff.Pengilley@oxnard.org

- (b) To Lessee:

Coast Energy

840 Apollo Street, Suite 351

El Segundo, CA 90245

With a copy to: operations@coastenergy.com; notices@coastenergy.com

- 35.2 Any notice required or permitted to be given under this Lease must be in writing and may be given by personal delivery, certified mail, or overnight express delivery service. Notices shall be deemed communicated immediately if personally delivered. Notices shall be

deemed communicated within forty-eight (48) hours after the time of mailing if mailed by certified mail, and within twenty-four (24) hours if mailed by express delivery service, excluding Saturdays, Sundays, and holidays. Any such notice shall be deemed sufficiently given if addressed to City or Lessee at the address specified above. Either Party may specify a different address for notice purposes or specify that a copy of any notice given to such Party be concurrently given to another person, by giving appropriate notice to the other Party.

ARTICLE 36 MISCELLANEOUS.

- 36.1 **Time.** Time shall be of the essence in this Lease.
- 36.2 **Amendments.** No alteration or variation of the terms of this Lease shall be valid unless made in writing and signed by the Parties to this Lease.
- 36.3 **Surrender of Lease Not Merger.** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of City, terminate all or any existing subleases or subtenancies, or may, at the option of City, operate as an assignment of any and all such subleases or subtenancies.
- 36.4 **Integrated Document.** This Lease, including any Exhibits attached hereto, embodies the entire agreement between City and Lessee. No other understanding, agreements, conversations or otherwise, with any officer, agent or employee of City prior to execution of this Lease shall affect or modify any of the terms or obligations contained in any documents comprising this Lease. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City. All agreements with City are subject to approval of the City Council before City shall be bound thereby.
- 36.5 **Waiver.** Waiver by City of one or more conditions of performance, of an Event of Default, or of any breach of a condition under this Lease shall not be construed as a waiver of any other condition of performance or subsequent Events of Default or breaches. The subsequent acceptance by a Party of the performance of any obligation or duty by another Party shall not be deemed to be a waiver of any term or condition of this Lease. The exercise of any remedy, right, option or privilege hereunder by City shall not preclude City from exercising the same or any and all other remedies, rights, options and privileges hereunder and City's failure to exercise any remedy, right, option or privilege at law or equity, or otherwise which City may have, shall not be construed as a waiver.
- 36.6 **Severability.** If any provision of this Lease is held to be illegal, invalid or unenforceable in full or in part, for any reason, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid and enforceable, and the other provisions of this Lease shall not be affected thereby.
- 36.7 **No Construction Against Drafting Party.** The Parties agree that this Lease shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against any other Party.
- 36.8 **Governing Law.** This Lease shall be governed and construed in accordance with the statutes and laws of the State of California.

- 36.9 **Venue.** In the event that suit shall be brought by any Party to this Lease, the Parties agree that venue shall be exclusively vested in the state courts of the County of Ventura.
- 36.10 **Compliance with Laws.** The Parties hereto shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments in the performance of their rights, duties and obligations under this Lease.
- 36.11 **Counterparts.** Any number of counterparts of this Lease may be executed and each shall have the same force and effect as the original.
- 36.12 **No Third-Party Beneficiaries.** Nothing in this Lease shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Lease shall not be construed as a third-party beneficiary contract.
- 36.13 **Survival.** Any provision of this Lease that expressly or by implication comes into or remains in full force following the termination or expiration of this Lease, including, without limitation section 20 (Hold Harmless/Indemnification) shall survive termination or expiration of this lease.

/SIGNATURES ON NEXT PAGE/

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LESSOR

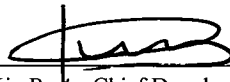
LESSEE

CITY OF OXNARD

COAST ENERGY DEVCO, LLC

☐ John C. Zaragoza, Mayor⁵
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

Date



Kip Perry, Chief Development Officer

11/20/24

Date

Date

ATTEST:

Rose Chaparro, City Clerk
(if Mayor executes)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

⁵ The City Council must authorize and the Mayor must execute any property license over \$100,000 annually, over 3 years, or both. The City Manager may authorize and execute any such license up to \$100,000 annually if up to 3 years. The Purchasing Manager may authorize and execute any such license up to \$50,000 annually if up to 3 years.

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
DESCRIPTION OF THE PROPERTY

Oxnard Service Center

Property located in Ventura County, California

The Northerly 144.00 feet of the Westerly 142.50 feet of Block 9 as designated and delineated upon that certain map entitled Map No. 4 of the Town of Oxnard and North Addition to the Town of Oxnard, in the City of Oxnard, County of Ventura, recorded in Book 5 of Miscellaneous (Maps) Records, at page 9, in the office of the County Recorder of said County.

AND BEING the same property conveyed to the City of Oxnard from the County of Ventura by Grant Deed dated February 4, 1999 and recorded March 11, 1999 in Instrument # 99-047079 and by grant to the City of Oxnard dated February 23, 1999 and recorded March 11, 1999 in Instrument No. 99-047078.

Tax Parcel No. 202-0-091-390

EXHIBIT B DESCRIPTION OF THE FACILITY

The Facility will be made up of: Hanwha QCells PV Panels, Sinexcel PCS/Inverters, and Ampac LFP Battery.

Storage Facility Operating Characteristics:

A. Total Unit Dispatchable Range Information		
Interconnect Voltage (kV)	480/277V	
Maximum Storage Level (kWh):	702	
Minimum Storage Level (kWh):	420	
Storage Capacity Reserved for Demand Response (kW and kWh):	75kW and 300 kWh	
B. Charge and Discharge Rates		
Mode	Maximum (kW)	Ramp Rate (kW/s) Description
Energy (Charge)	175.5	[Charging mode]
Energy (Discharge)	175.5	[Discharging mode]
C. Operating Ranges		
Maximum Ambient Air Temperature:	45°C	
Minimum Ambient Air Temperature:	-20°C	

Guaranteed Capacity: 336.86 kW of total Facility Capacity

Guaranteed Storage Capacity: 175.5 kW of Installed Storage Capacity at four (4) hours of continuous discharge

Demand Response Capacity: 75 kW of Installed Storage Capacity at four (4) hours of continuous discharge

Guaranteed PV Capacity: 161.36 kW of Installed PV Capacity

EXHIBIT C DEFINITIONS

1. **“Access Property”** means a non-exclusive right-of-way for vehicular and pedestrian ingress and egress to the Premises to the extent required by Lessee to install, maintain, operate, and remove the Facility, as mutually agreed upon by the Parties.
2. **“Affiliate”** of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term **“control”** of a specified Person including, with correlative meanings, the terms, **“controlled by”** and **“under common control with,”** means (a) the ownership, directly or indirectly, of more than 50% of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.
3. **“Business Day”** means any day other than Saturday, Sunday, or dates the City is closed for a federal, California, or City holiday.
4. **“Commercial Operation”** means the Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.
5. **“Commercial Operation Date”** means the date on which Commercial Operation of the Facility begins as certified by Lessee in compliance with the PPA.
6. **“Force Majeure”** means (a) natural phenomena, such as storms, hurricanes, floods, lightening and earthquakes; (b) explosions or fires arising from lightening or other causes unrelated to the acts or omissions of the Lessee; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (d) acts of God. Force Majeure shall not include equipment failures or acts or omissions of Lessee’s agents, suppliers or subcontractors, except to the extent such acts or omissions arise from Force Majeure. Changes in prices for electricity or solar or storage equipment shall not constitute Force Majeure. In the event any work performed by Lessee or Lessee’s contractors results in a strike, lockout, and/or labor dispute, such strike, lockout, and/or labor dispute shall not be considered Force Majeure.
7. **“Facility”** means the integrated system for the generation and storage of electricity from solar energy to be installed, maintained, and operated by Lessee at the Premises in accordance with the specifications set forth in Exhibit B (Description of Facility), consisting of, without limitation, photovoltaic panels, battery energy storage systems, and associated equipment including, without limitation, controls, meters, switches, connections, conduit, wires and connections, mounting substrates or supports, power inverters, metering and service equipment, and utility interconnections.
8. **“Hazardous Materials”** means any toxic or hazardous substance, material or waste or any pollutant or contaminant, or infectious or radioactive material, including but not limited to, those substances, materials, or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture," "toxic substances,"

"hazardous air pollutant", "toxic pollutant" or "solid waste" in the: CERCLA or Superfund as amended by SARA, 42 U.S.C. Sec. 9601 et seq., RCRA, 42 U.S.C. Sec. 6901 et seq., CWA., 33 U.S.C. Sec. 1251 et seq., CAA, 42 U.S.C. 78401 et seq., TSCA, 15 U.S.C. Sec. 2601 et seq., the Refuse Act of 1899, 33 U.S.C. Sec. 407, OSHA, 29 U.S.C. 651 et seq.; hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., USDOT Table (40 CFR Part 302 and amendments) or the EPA Table (40 CFR Part 302 and amendments), California Superfund, Cal. Health & Safety Code Sec. 25300 et seq., Cal. Hazardous Waste Control Act, Cal. Health & Safety Code section 25100 et seq., Porter-Cologne Act, Cal. Water Code Sec. 13000 et seq., Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq., Proposition 65, Cal. Health and Safety Code Sec. 25249.5 et seq., Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq., California Hazardous Substance Act, Cal. Health & Safety Code Sec. 28740 et seq., Air Resources Law, Cal. Health & Safety Code Sec. 39000 et seq., Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Secs. 25500-25541, TCPA, Cal. Health and Safety Code Secs. 25208 et seq., and regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the federal, state and local laws, statutes, regulations, orders or rules; and any and all other substances, materials, and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including without limitation: Trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; any petroleum products or fractions thereof; Asbestos, Polychlorinated biphenyls; flammable explosives; urea formaldehyde; and radioactive materials and waste

9. **"Lease Administrator"** means, for City the City Manager or his/her designee and, for Lessee its appointed Project Manager.
10. **"Permits"** means all federal, state, and City permits, licenses, certificates, approvals, variances and other entitlements necessary for the installation and operation of the Facility.
11. **"Person"** means any natural person, sole proprietorship, corporation, partnership, limited partnership, joint venture, limited liability partnership, limited liability company, unlimited liability company, trust, unincorporated association, institution, governmental authority or any other entity.
12. **"Prudent Industry Practices"** means practices applied by a person seeking in good faith to perform its contractual obligations and in doing so and in the general conduct of its undertaking, exercising that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced owner, developer or operator engaged in the same type of undertaking under the same or similar circumstances.
13. **"Real Property Taxes"** means:
 - A All taxes, assessments, levies and other charges, general and special, foreseen and unforeseen, now or hereafter imposed by any governmental or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed against or with respect to:

1. Value, occupancy, use or possession of the Premises and/or the Facility;
2. Any improvements, fixtures, equipment and other real or personal property of Lessee that are an integral part of the Premises; or,
3. Use of the Premises, Facility, public utilities, or energy within the Premises.

B **“Real Property Taxes”** shall also mean all charges, levies or fees imposed by reason of environmental regulation or other governmental control of the premises and/or the improvements, new or altered excise, transaction, sales, privilege, assessment, or other taxes or charges now or hereafter imposed upon City as a result of this Lease, and all costs and fees (including attorneys’ fees) incurred by City in contesting any real property taxes and in negotiating with public authorities as to any real property taxes affecting the Premises. If any real property taxes are based upon property or rents unrelated to the Premises and/or the Facility, then only that part of such tax that is fairly allocable to the Premises and/or the Facility, as determined by City, on the basis of the assessor’s worksheets or other available information, shall be included within the meaning of the term “real property taxes.”

14. **“Termination Payment”** means an amount payable by Lessor to Lessee as of the applicable year of termination as set forth in the table in Exhibit K.

EXHIBIT D DESCRIPTION OF PREMISES

The rooftop at 214 South C Street, Oxnard, California, envisioned in the diagram below, along with any other locations reasonably required to install the Facility battery, auxiliary equipment pads, conduit, balance of system components or infrastructure to connect the Facility to the electric distribution system. Final description of Premises to be updated and provided by Lessee to Lessor prior to start of construction.

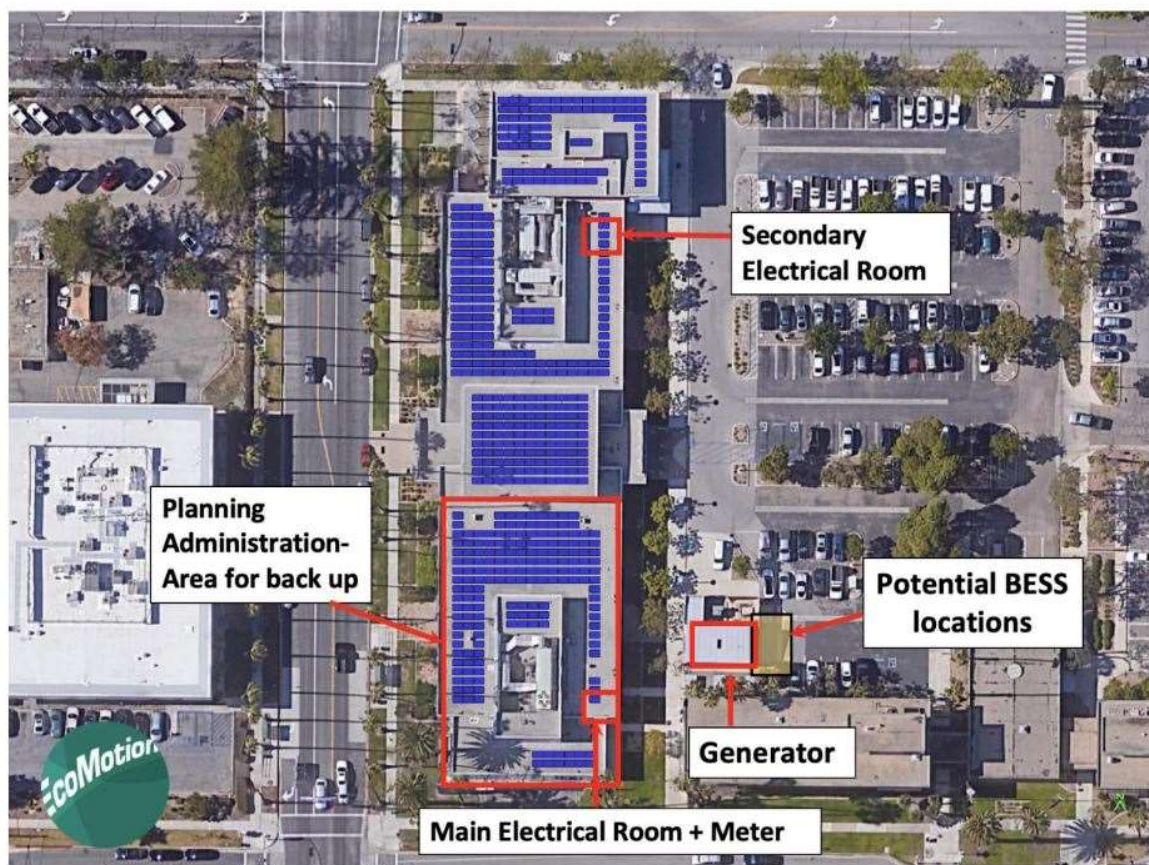


EXHIBIT E
SECURITY MEASURES

1. [Lessor has security protocols to safeguard the Facility from unauthorized access, Lessee may submit a claim to the City of Oxnard for any damage, vandalism, or theft resulting from Lessor's failure to secure the Facility.]⁶ Lessee acknowledges that certain of the Building tenants below the roofline have rights to access the roof of the Building in order to install, replace, maintain and/or repair rooftop HVAC units, satellite dishes and/or antennas that service their leased premises. Lessor agrees to make reasonable efforts to work with such Building Lessees to establish protocols that include providing Lessee with advanced notice and establishing designated paths of travel on the roof during access by such Building tenants to install, replace, maintain and/or repair rooftop HVAC units, satellite dishes and/or antennas that service the Building.
2. [Additional site-specific access/security provisions]

**EXHIBIT F
WORK SCHEDULE**

WORK SCHEDULE FOR FACILITY

Within ten (10) days of the issuance of a building permit to Lessee, Lessee shall provide City with an updated version of the Work Schedule for the Facility to be signed by both City and Lessee. The updated Work Schedule shall be substantially in the form of this Exhibit F, mutually agreeable to City and Lessee, shall identify with specificity the start and end dates of the Scheduled Construction Period and areas of the Property and/or Premises to which the City will lose or have limited access over the course of the Scheduled Construction Period. Such updated Work Schedule shall supersede this Work Schedule for Facilities.

Scheduled Construction Period: 30 weeks.

Scheduled Construction Start Date: _____ [to be provided within 10 days of issuance of Building Permit]

Scheduled Construction End Date: _____ [to be provided within 10 days of issuance of Building Permit]

Description of Property Areas with Lost or Limited Access: _____ [to be provided within 10 days of issuance of Building Permit]

EXHIBIT G
INS-K INSURANCE REQUIREMENTS

1. Lessee shall obtain and maintain during the Term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by Lessee, its agents, representatives, employees or sublessees.

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

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

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

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no coinsurance provisions.

2. Lessee shall, prior to occupation of the Premises, file with the City certificates of insurance with original endorsements affecting coverage required by this Exhibit 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 City. All certificates and endorsements are to be delivered to the City before occupation of the Premises. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email to insurance@oxnard.org

3. Lessee agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Lessee agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Lessee; products and completed operations of Lessee; premises owned, occupied or used by Lessee; or automobiles owned, leased, hired or borrowed by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit G as Exhibit G-1 and G-2, respectively, or substitute forms containing the same information and acceptable to the City shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (this must be endorsed). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Lessee shall also be applicable to Lessee's sublessees. Lessee agrees to maintain appropriate agreements with sublessees and to provide proper evidence of coverage upon receipt of a written request from the City.

General Liability Special Endorsement Form

40

Automobile Liability Special Endorsement Form

41

EXHIBIT H
FORM OF LENDER CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this "Consent"), dated as of _____ is entered into by and among the CITY OF OXNARD a California general law municipal corporation (the "City"), and _____ a _____ corporation (the "Lender)," by its agent, _____ (the "Administrative Agent"), and _____, a _____ corporation (the "Borrower") (collectively, the "Parties"). Unless otherwise defined, all capitalized terms have the meaning given in the Contract (as hereinafter defined).

RECITALS

- A Borrower intends to develop, construct, install, test, own, operate, and use an electric generating and storage facility located in the City of Oxnard in the State of California, known as the Power Reach Project (the "Project").
- B In order to partially finance the development, construction, installation, testing, operation and use of the Project, Borrower has entered into that certain financing agreement dated as of _____ (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Borrower, the financial institutions from time to time parties thereto (collectively, the "Lenders") , and Administrative Agent for the Lenders, pursuant to which, among other things, Lenders have extended commitments to make loans and other financial accommodations to, and for the benefit of, Borrower.
- C The City and Borrower have entered into that certain Lease Agreement, dated as of _____ (attached hereto and incorporated herein by reference, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the "Lease").
- D Pursuant to a security agreement executed by Borrower and Administrative Agent for the Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Borrower has agreed, among other things, to assign, as collateral security for its obligations under the Financing Agreement and related documents (collectively, the "Financing Documents"), all of its right, title and interest in, to and under the Lease to Administrative Agent for the benefit of itself, the Lenders and each other entity or person providing collateral security under the Financing Documents.
- E It is a requirement under the Financing Agreement that the Parties hereto execute this Consent.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties agree, as follows:

- A **CONSENT TO ASSIGNMENT.** The City acknowledges the assignment referred to in Recital E above, consents to an assignment of the Lease pursuant thereto, and agrees with Administrative Agent, as follows:
1. Administrative Agent shall be entitled (but not obligated) to exercise all rights and to cure any defaults of Borrower under the Lease, as the case may be, subject to applicable notice and cure periods provided in the Lease. Upon receipt of notice from Administrative Agent, the City agrees to accept such exercise and cure by Administrative Agent if timely made by Administrative Agent under the Lease, as the case may be, and this Consent. Upon receipt of Administrative Agent's written instructions and to the extent allowed by law, the City agrees to make directly to such account as Administrative Agent may direct the City, in writing, from time to time, any and all payments to be made by the City to Borrower under the Lease, as the case may be, from and after the City's receipt of such instructions, and Borrower consents to any such action. The City shall not incur any liability to Borrower under the Lease or this Consent for directing such payments to Administrative Agent in accordance with this subsection (a).
 2. The City will not, without the prior written consent of Administrative Agent (such consent not to be unreasonably withheld), (i) cancel or terminate the Lease, or consent to or accept any cancellation, termination or suspension thereof by Borrower, except as provided in the Lease and in accordance with subparagraph l(c) hereof, (ii) sell, assign or otherwise dispose (by operation of law or otherwise) of any part of its interest in the Lease, except as provided in the Lease, or (iii) amend or modify the Lease in any manner materially adverse to the interest of the Lenders in the Lease as collateral security under the Security Agreement.
 3. The City agrees to deliver duplicates or copies of all notices of default delivered by the City under or pursuant to the Lease to Administrative Agent in accordance with the notice provisions of this Consent. The City shall deliver any such notices concurrently with delivery of the notice to Borrower under the Lease. To the extent that a cure period is provided under the Lease, Administrative Agent shall have the same period of time to cure the breach or default that Borrower is entitled to under the Lease, except that if the City does not deliver the default notice to Administrative Agent concurrently with delivery of the notice to Borrower under the Lease, then as to Administrative Agent, the applicable cure period under the Lease shall begin on the date on which the notice is given to Administrative Agent. If possession of the Project is necessary to cure

such breach or default, and Administrative Agent or its designee(s) or assignee(s) declare Borrower in default and commence foreclosure proceedings, Administrative Agent or its designee(s) or assignee(s) will be allowed a reasonable period to complete such proceedings so long as Administrative Agent or its designee(s) continue to perform any monetary obligations under the Lease, as the case may be. The City consents to the transfer of Borrower's interest under the Lease to the Lenders or Administrative Agent or their designee(s) or assignee(s) or any of them or a purchaser or grantee at a foreclosure sale by judicial or nonjudicial foreclosure and sale or by a conveyance by Borrower in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance, the City shall recognize the Lenders or Administrative Agent or their designee(s) or assignee(s) or any of them or other purchaser or grantee as the applicable party under the Lease (provided that such Lenders or Administrative Agent or their designee(s) or assignee(s) or purchaser or grantee assume the obligations of Borrower under the Lease, including, without limitation, satisfaction and compliance with all credit provisions of the Lease, if any, and provided further that such Lenders or Administrative Agent or their designee(s) or assignee(s) or purchaser or grantee has a creditworthiness equal to or better than Borrower, as reasonably determined by City).

4. In the event that the Lease is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, and if, within forty-five (45) days after such rejection, Administrative Agent shall so request, the City will execute and deliver to Administrative Agent a new lease, which lease shall be on the same terms and conditions as the original Lease for the remaining term of the original Lease before giving effect to such rejection, and which shall require Administrative Agent to cure any defaults then existing under the original Lease. Notwithstanding the foregoing, any new lease will be subject to all regulatory approvals required by law. The City will use good faith efforts to promptly obtain any necessary regulatory approvals.
5. In the event Administrative Agent, the Lenders or their designee(s) or assignee(s) elect to perform Borrower's obligations under the Lease, succeed to Borrower's interest under the Lease, or enter into a new lease as provided in subparagraph l(d) above, the recourse of the City against Administrative Agent, Lenders or their designee(s) and assignee(s) shall be limited to such Parties' interests in the Project, and the credit support required under the lease, if any.
6. In the event Administrative Agent, the Lenders or their designee(s) or assignee(s) succeed to Borrower's interest under the Lease, Administrative Agent, the Lenders or their designee(s) or assignee(s) shall cure any then-existing payment and performance defaults under the Lease, except any performance defaults of Borrower itself, which by their nature are not susceptible of being cured. Administrative Agent, the Lenders and their designee(s) or assignee(s) shall have the right to assign all or a pro rata interest in the Lease to a person or entity to whom Borrower's interest in

the Project is transferred, provided such transferee assumes the obligations of Borrower under the Lease and has a creditworthiness equal to or better than Borrower, as reasonably determined by the City. Upon such assignment, Administrative Agent and the Lenders and their designee(s) or assignee(s) (including their agents and employees) shall be released from any further liability thereunder accruing from and after the date of such assignment, to the extent of the interest assigned.

B REPRESENTATIONS AND WARRANTIES. The City hereby represents and warrants that as of the date of this Consent:

1. It (i) is duly formed and validly existing under the laws of the State of California, and (ii) has all requisite power and authority to enter into and to perform its obligations hereunder and under the Lease, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;
2. the execution, delivery and performance of this Consent and the Lease have been duly authorized by all necessary action on its part and do not require any approvals, material filings with, or consents of any entity or person which have not previously been obtained or made;
3. each of this Consent and the Lease is in full force and effect;
4. each of this Consent and the Lease has been duly executed and delivered on its behalf and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law);
5. there is no litigation, arbitration, investigation or other proceeding pending for which the City has received service of process or, to the City's actual knowledge, threatened against the City relating solely to this Consent, the Lease and the transactions contemplated hereby and thereby;
6. the execution, delivery and performance by it of this Consent and the Lease, and the consummation of the transactions contemplated hereby, will not result in any violation of, breach of or default under any term of any material contract or material agreement to which it is a party or by which it or its property is bound, or of any material requirements of law presently in effect having applicability to it, the violation, breach or default of which could have a material adverse effect on its ability to perform its obligations under this Consent;
7. neither the City nor, to the City's actual knowledge, any other party to the Lease, is in default of any of its obligations thereunder; and

8. to the City's actual knowledge, (i) no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either the City or Borrower to terminate or suspend its obligations under the Lease.

Each of the representations and warranties set forth herein shall survive the execution and delivery of this Consent and the consummation of the transactions contemplated hereby.

C NOTICES. All notices required or permitted hereunder shall be given, in writing, and shall be effective (a) upon receipt if hand delivered, (b) upon telephonic verification of receipt if sent by facsimile and (c) if otherwise delivered, upon the earlier of receipt or three (3) Business Days after being sent registered or certified mail, return receipt requested, with proper postage affixed thereto, or by private courier or delivery service with charges prepaid, and addressed as specified below:

If to the City:

Name: [Jeff Pengilley](#), Community Development Director

Address: 214 S. C Street

City, State, Zip Code Oxnard, CA 93030

Telephone No.: (805) 385-8209

Fax No.: (805) 385-7417

Attention: Ashley Barden, Sustainability Analyst, City of Oxnard

If to Administrative Agent:

Name:

Address:

City, State, Zip Code

Telephone No.:

Fax No.:

Attention:

If to Borrower:

Name:

Address:

City, State, Zip Code

Telephone No.:

Fax No.:

Attention:

Any party shall have the right to change its address for notice hereunder to any other location within the United States by giving thirty (30) days written notice to the other parties in the manner set forth above.

- D ASSIGNMENT, TERMINATION, AMENDMENT. This Consent shall be binding upon and benefit the successors and assigns of the Parties hereto and their respective successors, transferees and assigns (including without limitation, any entity that refinances all or any portion of the obligations under the Financing Agreement). The City agrees (a) to confirm such continuing obligation, in writing, upon the reasonable request of (and at the expense of) Borrower, Administrative Agent, the Lenders or any of their respective successors, transferees or assigns, and (b) to cause any successor-in-interest to the City with respect to its interest in the Lease to assume, in writing and in form and substance reasonably satisfactory to Administrative Agent, the obligations of City hereunder. Any purported assignment or transfer of the Lease not in conjunction with the written instrument of assumption contemplated by the foregoing clause (b) shall be null and void. No termination, amendment, or variation of any provisions of this Consent shall be effective unless in writing and signed by the parties hereto. No waiver of any provisions of this Consent shall be effective unless in writing and signed by the party waiving any of its rights hereunder.
- E GOVERNING LAW. This Consent shall be governed by the laws of the State of California applicable to contracts made and to be performed in California. The federal courts or the state courts located in California shall have exclusive jurisdiction to resolve any disputes with respect to this Consent with the City, Assignor, and the Lender or Lenders irrevocably consenting to the jurisdiction thereof for any actions, suits, or proceedings arising out of or relating to this Consent.
- F COUNTERPARTS. This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.
- G SEVERABILITY. In case any provision of this Consent, or the obligations of any of the Parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other Parties hereto, shall not in any way be affected or impaired thereby.
- H ACKNOWLEDGMENTS BY BORROWER. Borrower, by its execution hereof, acknowledges and agrees that neither the execution of this Consent, the performance by the City of any of the obligations of the City hereunder, the exercise of any of the rights of the City hereunder, or the acceptance by the City of performance of the Lease by any party other than Borrower shall (1) release Borrower from any obligation of Borrower under the Lease, (2) constitute a consent by the City to, or impute knowledge to the City of, any specific terms or conditions of the Financing Agreement, the Security Agreement or any of the other Financing Documents, or (3) except as expressly set forth in this Consent, constitute a waiver by the City of any of its rights under the Lease. Borrower and Administrative Agent acknowledge hereby for the benefit of City that none of the

Financing Agreement, the Security Agreement, the Financing Documents or any other documents executed in connection therewith alter, amend, modify, or impair (or purport to alter, amend, modify, or impair) any provisions of the Lease.

CITY OF OXNARD

ADMINISTRATIVE AGENT

- ☐ John C. Zaragoza, Mayor
- ☐ Alexander Nguyen, City Manager
- ☐ Jennifer Yates, Purchasing Manager

Date

Date

BORROWER

Date

ATTEST:

Rose Chaparro, City Clerk
(if Mayor executes)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

**EXHIBIT I
MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

[Agency and address]

MEMORANDUM OF LEASE

This memorandum of Lease (Memorandum") is entered into as of this _____ day of _____, 20__, by and between _____, a _____ ("Lessor") and _____, a Delaware limited liability company ("Lessee"), with respect to that certain Lease Agreement dated _____, 20__ ("Lease), between Lessor and Lessee.

Pursuant to the Lease, Lessor leases to Lessee and Lessee leases from Lessor a portion of each of the property known as _____ located in the City of Oxnard, County of Ventura, California, for the purpose of installing constructing, operating and maintaining a solar powered electric generating and storage facility (the "Facility") to be owned, maintained and operated by Lessee, all subject to the terms and conditions more fully set forth in the Lease.

The Lease shall commence on _____ and shall end on the date that is twenty (20) years after the commencement of the commercial operation date of the Facility plus a ninety (90) day removal period. Pursuant to section 5.3 of the Lease, Lessor has the right to purchase the Facility at the expiration of the Lease term.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the Lease, of which this is a memorandum.

Lessor and Lessee desire to have this Memorandum recorded in the Official Records of Ventura County, California, in order to put interested parties on notice of the Lease.

In Witness Whereof, the parties hereto have executed this Memorandum on the day and year first written above.

LESSOR

LESSEE

CITY OF OXNARD

COAST ENERGY DEVCO, LLC

- _____
☐ John C. Zaragoza, Mayor
☐ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

Date

Kip Perry, Chief Development Officer

Date

ATTEST:

Rose Chaparro, City Clerk
(if Mayor executes)

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

STATE OF CALIFORNIA , COUNTY OF VENTURA

On _____, before me, _____, a notary public in and for said
County, 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.

EXHIBIT K

TERMINATION PAYMENT

The Termination Payment with respect to the Facility under the Lease shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Termination Payment if PPA Storage Rate is \$40.00 per kW-mo.	Termination Payment if PPA Storage Rate is \$39.50 per kW-mo.	Termination Payment if PPA Storage Rate is \$38.50 per kW-mo.	Termination Payment if PPA Storage Rate is \$38.00 per kW-mo.
1*	\$2,047,308	\$2,047,308	\$2,047,308	\$2,047,308
2	\$1,917,165	\$1,918,155	\$1,920,134	\$1,921,124
3	\$1,842,169	\$1,830,005	\$1,805,678	\$1,793,515
4	\$1,829,884	\$1,817,842	\$1,793,760	\$1,781,719
5	\$1,815,183	\$1,803,276	\$1,779,463	\$1,767,556
6	\$1,798,244	\$1,786,483	\$1,762,960	\$1,751,199
7	\$1,778,874	\$1,767,270	\$1,744,061	\$1,732,457
8	\$1,757,234	\$1,745,796	\$1,722,922	\$1,711,484
9	\$1,732,385	\$1,721,130	\$1,698,621	\$1,687,367
10	\$1,704,426	\$1,693,369	\$1,671,255	\$1,660,198
11	\$1,673,093	\$1,662,249	\$1,640,562	\$1,629,718
12	\$1,637,881	\$1,627,265	\$1,606,034	\$1,595,419
13	\$1,613,131	\$1,602,764	\$1,582,030	\$1,571,663
14	\$1,570,398	\$1,560,299	\$1,540,102	\$1,530,004
15	\$1,523,031	\$1,513,223	\$1,493,606	\$1,483,798
16	\$1,470,954	\$1,461,457	\$1,442,463	\$1,432,965
17	\$1,413,153	\$1,403,994	\$1,385,675	\$1,376,516
18	\$1,349,461	\$1,340,667	\$1,323,079	\$1,314,285
19	\$1,279,392	\$1,270,992	\$1,254,193	\$1,245,793
20	\$1,202,669	\$1,194,693	\$1,178,742	\$1,170,767

At Expiration (the end of the Initial Term), the Termination Payment shall be zero (0).

*Includes early termination prior to the Commercial Operation Date.



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

DATE: December 3, 2024
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Public Project Agreement 32500283 with Chrisp Company for Refreshing School Crosswalks Project, Specification No. PW 25-35.

RECOMMENDATION

That the City Council approve and authorize the Mayor to Execute an Agreement with Chrisp Company in the amount of \$216,454.20 and a Project contingency amount of \$21,645 (10%) for a total not to exceed value of \$238,099.20 for the Project.

(This item did not originate in Committee as this is an American Rescue Plan Act (ARPA) improvement project that was previously approved by the City Council.)

BACKGROUND

The City's Public Works Streets Division maintains approximately 1,034 lane-miles of streets and roadways, which include approximately 1.8 million square feet of white and yellow pavement markings used to show turns, stops and yield lines, approaching warnings, bike lanes, and pedestrian crosswalks including schools. The Streets Division has used outside pavement marking services for the past 25 years.

DISCUSSION

This project consists of refreshing or updating crosswalk markings at 57 surrounding school intersection locations utilizing funds from the American Rescue Plan Act. The work also includes the removal of the current parallel open crosswalk markings and replacement with ladder-style thermoplastic crosswalk markings. Thermoplastic markings are a type of road marking that is applied to the pavement to help guide traffic and ensure safety. They are made from a mixture of glass beads, pigments, fillers, and artificial resins that is melted and applied to the road surface. Once cooled, the mixture hardens into a durable, long-lasting, and highly visible marking. The ladder-style design is meant to make it easier for drivers and pedestrians to identify. This type of crosswalk design is used in school zones due to the effective visualization that it offers students and crossing guards. They are also found in areas with higher traffic volume or streets with multiple lanes.

The work is tentatively scheduled to begin during the summer months of 2025. Staff will work closely with schools, neighborhood councils, businesses, and residents directly impacted to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on October 17, 2024, and all bids were due on November 4, 2024. The City received the following bids:

Crisp Company: \$216,454.20
Toro Enterprises: \$523,684.60
Specialized Pavement Markings, Inc.: \$604,454.00

WGJ Enterprises dba PCI: \$607,155.00

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

In addition to the project award amount of \$216,454.20, staff recommends authorizing \$21,645 for the project for project contingency (10% of the contract costs). This recommendation brings the total estimated cost of the project to \$238,099.20.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$238,099.20 which includes the construction agreement, and contingency. The Crosswalk & Safe Routes Project (G2205) is funded by the American Rescue Plan Act (ARPA) (Fund 204), which has an available project budget balance of approximately \$250,000.

COMMITTEE OUTCOME

This item did not originate in Committee as this is an American Rescue Plan Act (ARPA) improvement project that was previously approved by the City Council.

Prepared by: Brian Yanez, Assistant Public Works Director, Philip Schwieder, Streets Division Manager

ATTACHMENTS

1. Agreement 32500283 Chrisp Company

**CONSTRUCTION CONTRACT FOR
REFRESHING SCHOOL CROSSWALKS PROJECT
SPECIFICATION NO. PW 25-35
BY AND BETWEEN
THE CITY OF OXNARD
AND
CHRISP COMPANY**

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and CHRISP COMPANY ("Contractor"). Contractor's license number is 374600. The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires construction of the Refreshing School Crosswalks Project as more fully described in the bid package issued by the City for Specification No. PW 25-35 (the "Project"); and

WHEREAS, on October 17, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

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

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

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

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

1. RECITALS

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

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:
1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
 2. Change Orders issued and approved by the City;
 3. Bid Addenda issued by the City;
 4. Notice Inviting Bids and Instructions to Bidders;
 5. Special Provisions
 6. General Provisions
 7. Appendices
 8. Plans
 9. Bid Forms and attachment thereto;
 10. Performance Bond;
 11. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

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

return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

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

4. LICENSES REQUIRED

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

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO HUNDRED SIXTEEN THOUSAND FOUR HUNDRED FIFTY FOUR DOLLARS AND TWENTY CENTS (\$216,454.20) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of sixty (60) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

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

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
 - 1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 - 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
 - 1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
 - 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
 - 1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 - 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation

or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.

4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

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

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

- D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this

Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

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

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

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

10. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may

be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section
- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
 - 1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct; and
 - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
 - 2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
 - 3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.
- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

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

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of two hundred and fifty dollars (\$250) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor,

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

13. WORKERS' COMPENSATION CERTIFICATION

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

14. INSURANCE

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

15. FEDERAL GRANT CONTRACT PROVISIONS

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

- A. **ACCESS TO RECORDS.** (1) The Contractor agrees to provide the City of Oxnard, ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the ARPA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the ARPA Administrator or the Comptroller General of the United States.
- B. **SEAL, LOGO AND FLAGS.** The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific ARPA pre-approval.
- C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and ARPA policies, procedures, and directives.
- D. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

E. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

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

16. TIME OF THE ESSENCE

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

17. INDEMNIFICATION

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

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

18. THIRD PARTY CLAIMS

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

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

19. CONFLICTS OF INTEREST

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

20. REPORTS; BOOKS AND RECORDS; AUDIT

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

21. NONDISCRIMINATORY EMPLOYMENT

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

22. MODIFICATIONS AND AMENDMENTS

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

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.
- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

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

25. NOTICES

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

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

TO CONTRACTOR: Chrisp Company
240 Quail Court
Santa Paula, CA 93060

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

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

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

27. REVIEW BY ATTORNEYS

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

28. BONDS

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

29. CARE OF WORK

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

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

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

32. SUCCESSORS, HEIRS, AND ASSIGNS

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

33. GENDER; PLURAL

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

34. SEVERABILITY

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

35. GOVERNING LAW

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

36. CUMULATIVE REMEDIES

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

37. VENUE

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

38. EFFECTIVENESS OF CONTRACT

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

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

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

40. WAIVER

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

41. INDEPENDENT CONTRACTOR STATUS

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

42. COUNTERPARTS

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

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

44. ATTORNEY'S FEES

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

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

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

CITY OF OXNARD

CHRISP COMPANY

☐ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Purchasing Agent

Robert Chrisp, President ² _____ Date _____

ATTEST:

Robert Bilotti, _____ Date _____
CFO/Controller

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

APPROVED AS TO FORM:


Stephen Fischer _____
City Attorney Date 11/7/2024

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

² The City requires the following for any contract:

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

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

EXHIBITS

- Exhibit A:** **Contractors Bid Proposal.**
- Exhibit B:** **Form INS-E: Insurance Requirements.**
- Exhibit C:** **[RESERVED]**
- Exhibit D:** **Small / Minority / Women's Business Enterprises And Labor Surplus Area Firm Outreach Plan**
- Exhibit E:** **Federal Grant Contract Addendum**
- Exhibit F:** **Grant Master Agreement**
- Bonds**

The corresponding exhibits and forms contained within follow.

EXHIBIT A

BID SCHEDULE

REFRESHING SCHOOL CROSSWALKS PROJECT SPECIFICATION NO. PW 25-35

Bidder's Company Name: Chrisp Company

To the Honorable Mayor and Members of the City Council:

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

ITEM NO.	SCHOOL LOCATION	LOCATION OF EXISTING CROSSWALK TO REMOVE AND REPLACE WITH LADDER-STYLE HIGH VISIBILITY CROSSWALK IN YELLOW THERMOPLASTIC PAINT PER CALTRANS STD PLAN A24F	TYPE OF EXISTING CROSSWALK(S)	UNIT OF MEASURE	ESTIMATED SF OF EXISTING CROSSWALK(S)	UNIT PRICE	EXTENDED AMOUNT
1	CESAR E. CHAVEZ	EAST LEG OF SAN GORGONIO AVE AND N MARQUITA ST	STANDARD	SF	511	2.50 \$	1,277.50 \$
2	ROSE AVENUE ELEMENTARY	WEST, EAST AND SOUTH LEGS OF SANTA LUCIA AVE AND DRISKILL ST	STANDARD	SF	1,717	2.25 \$	3,863.25 \$
3	R.J. FRANK ACADEMY	ALL FOUR LEGS OF CAMINO DEL SOL AND JUANITA AVE	STANDARD	SF	3,821	2.25 \$	8,597.25 \$
4	R.J. FRANK ACADEMY	NORTH LEG OF JUANITA AVE AND MIKA WAY	STANDARD	SF	416	2.50 \$	1,040.00 \$
5	R.J. FRANK ACADEMY	NORTH LEG OF JUANITA AVE AND LIADA WAY	STANDARD	SF	417	2.50 \$	1,042.50 \$
6	BREKKE ELEMENTARY	ALL LEGS OF CESAR CHAVEZ DR AND GOTTFRIED PL / PINATA DR	STANDARD	SF	2,243	2.25 \$	5,046.75 \$
7	BREKKE ELEMENTARY	SOUTH LEG ACROSS GOTTFRIED PL AND SOMBRA WAY	CONTINENTAL	SF	491	2.50 \$	1,227.50 \$

ITEM NO.	SCHOOL LOCATION	LOCATION OF EXISTING CROSSWALK TO REMOVE AND REPLACE WITH LADDER-STYLE HIGH VISIBILITY CROSSWALK IN YELLOW THERMOPLASTIC PAINT PER CALTRANS STD PLAN A24F	TYPE OF EXISTING CROSSWALK(S)	UNIT OF MEASURE	ESTIMATED SF OF EXISTING CROSS-WALK(S)	UNIT PRICE	EXTENDED AMOUNT
8	BREKKE ELEMENTARY	ALL LEGS OF MARTIN LUTHER KING JR DR AND GOTTFRIED PL	STANDARD	SF	2,365	2.25 \$	5,321.25 \$
9	BREKKE ELEMENTARY	WEST LEG OF MARTIN LUTHER KING JR DR AND SONATA DR	CONTINENTAL	SF	348	2.50 \$	870.00 \$
10	BREKKE ELEMENTARY	NORTH LEG OF TERESA ST AND RUBIO CIR	STANDARD	SF	301	2.50 \$	752.50 \$
11	PACIFICA HIGH SCHOOL	NORTH LEG OF LIMONERO PL & MARTIN LUTHER KING JR DR	STANDARD	SF	608	2.50 \$	1,520.00 \$
12	PACIFICA HIGH SCHOOL	WEST, EAST AND SOUTH LEGS OF MARTIN LUTHER KING JR DR AND JUANITA AVE	STANDARD	SF	1,676	2.25 \$	3,771.00 \$
13	PACIFICA HIGH SCHOOL	WEST LEG OF MARTIN LUTHER KING JR DR AND FUENTE DR	STANDARD	SF	348	2.50 \$	870.00 \$
14	SIERRA LINDA ELEMENTARY	NORTH & WEST LEGS OF IRONBARK DR AND GLADIOLA ST	STANDARD	SF	1,124	2.25 \$	2,529.00 \$
15	SIERRA LINDA ELEMENTARY	DIAGONAL CROSSWALK B/W JASMINE ST AND GLADIOLA ST	STANDARD	SF	484	2.50 \$	1,210.00 \$
16	SIERRA LINDA ELEMENTARY	WEST LEG OF JASMINE ST AND FUCHSIA ST	STANDARD	SF	661	2.50 \$	1,652.50 \$
17	SIERRA LINDA ELEMENTARY	NORTH LEG OF LANTANA ST AND HOLLY ST	STANDARD	SF	537	2.50 \$	1,342.50 \$
18	RITCHEN ELEMENTARY	ALL LEGS OF GALLATIN PL AND CABRILLO WAY	STANDARD	SF	2,454	2.25 \$	5,521.50 \$

ITEM NO.	SCHOOL LOCATION	LOCATION OF EXISTING CROSSWALK TO REMOVE AND REPLACE WITH LADDER-STYLE HIGH VISIBILITY CROSSWALK IN YELLOW THERMOPLASTIC PAINT PER CALTRANS STD PLAN A24F	TYPE OF EXISTING CROSSWALK(S)	UNIT OF MEASURE	ESTIMATED SF OF EXISTING CROSSWALK(S)	UNIT PRICE	EXTENDED AMOUNT
19	RITCHEN ELEMENTARY	WEST LEG OF CABRILLO WAY AND EVANGELINE PL	CONTINENTAL	SF	463	2.50 \$	1,157.50 \$
20	RITCHEN ELEMENTARY	WEST LEG OF ONEIDA PL AND CORONADO PL	CONTINENTAL	SF	494	2.50 \$	1,235.00 \$
21	RITCHEN ELEMENTARY	NORTH LEG OF ONEIDA PL AND GALLATIN PL	CONTINENTAL	SF	443	2.40 \$	1,063.20 \$
22	THURGOOD MARSHALL	NORTH LEG OF GONZALES RD AND THURGOOD MARSHALL DR	STANDARD	SF	756	2.50 \$	1,890.00 \$
23	THURGOOD MARSHALL	MID BLOCK ACROSS THURGOOD MARSHALL DR	STANDARD	SF	270	2.50 \$	675.00 \$
24	THURGOOD MARSHALL	NORTH AND EAST LEGS OF THURGOOD MARSHALL DR AND DOVE CANYON DR	STANDARD	SF	1,121	2.25 \$	2,522.25 \$
25	THURGOOD MARSHALL	WEST LEG OF PATTERSON RD AND THURGOOD MARSHALL DR	STANDARD	SF	589	2.50 \$	1,472.50 \$
26	THURGOOD MARSHALL	SOUTH LEG OF PATTERSON RD AND BERMUDA DUNES DR	STANDARD	SF	924	2.50 \$	2,310.00 \$
27	SORIA ELEMENTARY	SOUTH LEG OF DUNKIRK DR AND NORTHPORT LN	STANDARD	SF	617	2.50 \$	1,542.50 \$
28	SORIA ELEMENTARY	WEST, EAST AND SOUTH LEGS OF DUNKIRK DR AND MARBELLA CT	CONTINENTAL AND STANDARD	SF	1,298	2.25 \$	2,920.50 \$
29	SORIA ELEMENTARY	WEST, EAST AND SOUTH LEGS OF DUNKIRK DR AND LAZARO LN	CONTINENTAL AND STANDARD	SF	1,221	2.25 \$	2,747.25 \$
30	SORIA ELEMENTARY	WEST LEG OF OFFSHORE ST AND NAPLES DR	CONTINENTAL	SF	370	2.50 \$	925.00 \$

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31	DRIFILL ELEMENTARY	ALL LEGS OF E STREET AND 9TH ST	STANDARD	SF	2,285	2.25 \$	5,141.25 \$
32	DRIFILL ELEMENTARY	ALL LEGS OF C STREET AND 9TH ST	STANDARD	SF	2,394	2.25 \$	5,386.50 \$
33	DRIFILL ELEMENTARY	ALL LEGS OF C STREET AND WOOLEY RD	STANDARD	SF	4,545	2.25 \$	10,226.25 \$
34	DRIFILL ELEMENTARY	EAST & NORTH LEGS OF WOOLEY RD AND E ST	CONTINENTAL AND STANDARD	SF	2,075	2.25 \$	4,668.75 \$
35	CHRISTA MCAULIFFE	ALL LEGS OF WOOLEY RD AND OFFSHORE ST	STANDARD	SF	3,939	2.25 \$	8,862.75 \$
36	CHRISTA MCAULIFFE	ALL LEGS OF OFFSHORE ST AND VIA MARINA AVE	STANDARD	SF	2,365	2.25 \$	5,321.25 \$
37	CHRISTA MCAULIFFE	DIAGONAL CROSSWALK ACROSS VIA MARINA AVE AND MASTHEAD DR	CONTINENTAL	SF	579	2.50 \$	1,447.50 \$
38	CHRISTA MCAULIFFE	EAST LEG OF VIA MARINA AVE AND LOOKOUT DR	CONTINENTAL	SF	381	2.50 \$	952.50 \$
39	CHRISTA MCAULIFFE	SOUTH LEG OF KELP ST AND VIA MARINA CT	STANDARD	SF	686	2.50 \$	1,715.00 \$
40	CHRISTA MCAULIFFE	NORTH LEG OF OFFSHORE ST AND KEEL AVE	STANDARD	SF	585	2.50 \$	1,462.50 \$
41	MARINA WEST ELEMENTARY	SOUTH AND EAST LEGS OF MCLOUGHLIN AVE AND W BIRCH ST	CONTINENTAL	SF	797	2.50 \$	1,992.50 \$
42	MARINA WEST ELEMENTARY	SOUTH AND WEST LEGS OF MCLOUGHLIN AVE AND CAROB ST	CONTINENTAL AND STANDARD	SF	952	2.50 \$	2,380.00 \$

ITEM NO.	SCHOOL LOCATION	LOCATION OF EXISTING CROSSWALK TO REMOVE AND REPLACE WITH LADDER-STYLE HIGH VISIBILITY CROSSWALK IN YELLOW THERMOPLASTIC PAINT PER CALTRANS STD PLAN A24F	TYPE OF EXISTING CROSSWALK(S)	UNIT OF MEASURE	ESTIMATED SF OF EXISTING CROSS-WALK(S)	UNIT PRICE	EXTENDED AMOUNT
43	MARINA WEST ELEMENTARY	EAST LEG OF MCLOUGHLIN AVE AND CAROB ST	CONTINENTAL	SF	405	2.50 \$	1,012.50 \$
44	MARINA WEST ELEMENTARY	WEST AND SOUTH LEGS OF CAROB ST AND CLAREMONT DR	CONTINENTAL	SF	980	2.50 \$	2,450.00 \$
45	MARINA WEST ELEMENTARY	EAST AND SOUTH LEGS OF CAROB ST AND DUNSMUIR ST	CONTINENTAL	SF	936	2.50 \$	2,340.00 \$
46	MARINA WEST ELEMENTARY	WEST LEG OF ELSINORE AVE AND CAROB ST	CONTINENTAL	LS	393	2.50 \$	982.50 \$
47	ELM ELEMENTARY	NORTH AND WEST LEG OF GISLER AVE AND S ELM ST	STANDARD	SF	1,071	2.25 \$	2,409.75 \$
48	ELM ELEMENTARY	NORTH LEG OF E FIR AVE AND MONTROSE ST	CONTINENTAL	SF	471	2.50 \$	1,177.50 \$
49	ELM ELEMENTARY	NORTH LEG OF GISLER AVE AND E GUAVA ST	STANDARD	SF	784	2.50 \$	1,960.00 \$
50	CHANNEL ISLANDS HIGH SCHOOL	WEST AND EAST LEGS OF ROSE AVE AND RAIDERS WAY	STANDARD	SF	1,515	2.25 \$	3,408.75 \$
51	CHANNEL ISLANDS HIGH SCHOOL	ALL LEGS OF ROSE AVE AND GARY DR	STANDARD	SF	4,549	2.25 \$	10,235.25 \$
52	CHANNEL ISLANDS HIGH SCHOOL	WEST AND SOUTH LEGS OF BOSTON DR AND GARY DR	STANDARD	SF	1,345	2.25 \$	3,026.25 \$
53	HUENEME HIGH SCHOOL	ALL LEGS OF W BARD RD AND J ST	STANDARD	SF	3,427	2.25 \$	7,710.75 \$
54	HUENEME HIGH SCHOOL	EAST LEG OF C STREET AND BRUCKER RD	STANDARD	SF	669	2.50 \$	1,672.50 \$

ITEM NO.	SCHOOL LOCATION	LOCATION OF EXISTING CROSSWALK TO REMOVE AND REPLACE WITH LADDER-STYLE HIGH VISIBILITY CROSSWALK IN YELLOW THERMOPLASTIC PAINT PER CALTRANS STD PLAN A24F	TYPE OF EXISTING CROSSWALK(S)	UNIT OF MEASURE	ESTIMATED SF OF EXISTING CROSS-WALK(S)	UNIT PRICE	EXTENDED AMOUNT
55	HUENEME HIGH SCHOOL	WEST LEG OF C STREET AND VAN NESS AVE	STANDARD	SF	566	2.50 \$	1,415.00 \$
56	DR. MANUEL M. LOPEZ ACADEMY	WEST AND SOUTH LEGS OF SAVIERS RD AND HILL ST	STANDARD	SF	1,685	2.25 \$	3,791.25 \$
57	DR. MANUEL M. LOPEZ ACADEMY	ALL FOUR LEGS OF J STREET AND HILL ST	STANDARD	SF	3,487	2.25 \$	7,845.75 \$
ITEM NO.		DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY		EXTENDED AMOUNT
58		MOBILIZATION AND DEMOBILIZATION (NOT TO EXCEED 5% OF THE TOTAL BID PRICE)	2001-3	LS	1		9,614.00 \$
59		TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	3000-4	LS	1		26,975.00 \$
60		STORM WATER POLLUTION PREVENTION PLAN	4000-3	LS	1		10,955.00 \$
TOTAL BID PRICE:						\$ 216,454.20	

TOTAL BID PRICE IN DIGITS: \$ 216,454.20

TOTAL BID PRICE IN WORDS: Two hundred sixteen thousand, four hundred fifty four
dollars and twenty cents.

Bidder's Company Name: Chrisp Company

Signature:  Title: President/CEO
Print: Robert Chrisp Date: 10-31-2024

EXHIBIT B

INS-E INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT & POLLUTION/ASBESTOS)

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. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and or Asbestos Pollution Liability, Coverage should be maintained for a minimum for five (5) years after contract completion.

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. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

e. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

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-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

◦ *Certificates of Insurance*

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

◦ *Endorsement Forms*

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

INS-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance Contractors Pollution Liability and/or Asbestos Pollution Liability				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project Minimum coverage \$1,000,000 Per claim

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 Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE
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GENERAL LIABILITY SPECIAL ENDORSEMENT**SUBMIT IN DUPLICATE****FOR THE CITY OF OXNARD (the "City")**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

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

with an Aggregate of \$ _____ applies to _____

coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
- ☐ COMPREHENSIVE GENERAL LIABILITY
- ☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH

OCCURRENCE

AGGREGATE

- ☐ GENERAL
- ☐ PRODUCTS/COMPLETED OPERATIONS
- ☐ PERSONAL & ADVERTISING INJURY
- ☐ FIRE DAMAGE
- ☐ _____
- ☐ _____

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE	☐ Included in Limits
	☐ In Addition to Limits

Telephone:

NAMED INSURED

o Deductible o Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. o Per Occurrence o 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 o in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

AUTHORIZED REPRESENTATIVE

- ☐ Broker/Agent ☐ Underwriter ☐ _____

_____ (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 _____

Telephone: () Date Signed _____

EXHIBIT C

RESERVED

EXHIBITS

- Exhibit A:** Contractors Bid Proposal.
- Exhibit B:** Form INS-E: Insurance Requirements.
- Exhibit C:** [RESERVED]
- Exhibit D:** Disadvantaged Business Enterprises (DBE) and First Tier Subcontractors Form and Instructions.
- Exhibit E:** Federal Grant Contract Addendum
- Exhibit F:** Grant Master Agreement
- Bonds**

The corresponding exhibits and forms contained within follow.

EXHIBIT D

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

Project Number: Resfreshing School Crosswalks Project Spec No. 25-35

Contractor: Chrisp Company

Submittal #: 1

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

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

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract
No work available to subcontract				

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).

N/A - no subcontract work

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)
No work available to subcontract						

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

N/A - no subcontract work

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.

N/A - no subcontract work

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

N/A - no subcontract work

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT E

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Procure or obtain;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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



Signature of Contractor's Authorized Official

Robert Chrisp

Name and Title of Contractor's Authorized Official

President/CEO

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

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

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

Instruction for Certification

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

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

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

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

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

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

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

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

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

Robert Chrisp

Name

President/CEO of Chrisp Company

Title and Organization Name



Signature

10-31-2024

Date

EXHIBIT F

GRANT MASTER AGREEMENT

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

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

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027
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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) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Alexander Nguyen
Authorized Representative Title: City Manager
Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE

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

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

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

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

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

4. Maintenance of and Access to Records.

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

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

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

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

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

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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

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

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

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

14 Debts Owed the Federal Government

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

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

16. Protections for Whistleblowers.

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

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

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

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.

DocuSigned by:
Recipient: 
50594C854FE444A

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

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

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

9. Compliance with Applicable Law and Regulations.

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

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

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

15. Disclaimer.

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

16. Protections for Whistleblowers.

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

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

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

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

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

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

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

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

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.

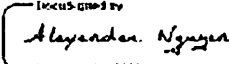
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with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

City of Oxnard

5/11/2021

Recipient

Date

Executed by

Signature of Authorized Official

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.

**PAYMENT BOND
(LABOR AND MATERIALS)**

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

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

_____ ("Principal")
(Name and address of Contractor)

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

(Name and address of Surety)

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: December 3, 2024

TO: City Council

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

SUBJECT: Purchase Order with Waxie's Sanitary Supply, Inc. for \$200,000 for the Purchase of Receptacle Waste and Recycling Bins.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute a Purchase Order with Waxie's Sanitary Supply, Inc. dba Waxie Sanitary Supply for \$200,000 through June 30, 2025, for the purchase of receptacle waste and recycling bins.

(This item did not originate in Committee as this is an American Rescue Plan Act (ARPA) improvement project that was previously approved by the City Council.)

BACKGROUND

Recently, the City of Oxnard purchased Big Belly receptacles for downtown. Additional receptacles will be purchased for downtown utilizing American Rescue Plan Act (ARPA) funds. As allowed by the City's Purchasing Policy, Negotiated Sole Source agreements are utilized for unique goods and services that are only obtainable through one source, such as proprietary reasons, or exclusive compatibility with existing City equipment.

DISCUSSION

The Public Works Department is requesting a purchase order with Waxie Sanitary Supply, Inc., (Waxie) for the purchase of Big Belly waste and recycle receptacles and related products. Waxie is the City's current provider of janitorial supplies and is the sole distributor of Big Belly brand products.

Waxie was previously awarded a City of Oxnard Purchase Order for Public Works items totaling a not-to-exceed value of \$350,000 this fiscal year. Therefore, City Council authorization is needed for this new purchase of \$200,000, which when added to the existing \$350,000 PO would exceed the City's annual vendor purchasing limit under the Purchasing Policy for staff to approve.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Purchase Order with Waxie shall not exceed \$200,000. There is sufficient ARPA (Fund 204) project (G2222) budget available to fund this purchase order.

For Finance Use Only: American Rescue Plan Act Fund (Org. 2048105 Obj. 53200) Project G2222.

COMMITTEE OUTCOME

This item did not originate in Committee as this is an American Rescue Plan Act (ARPA) improvement project that was previously approved by the City Council.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. WAXIE Quote
2. BBS_Oxnard, CA_Sole Source Letter 2.9.2024



Sanitary Maintenance Supplies Price Proposal
City Of Oxnard
Big Belly units

11/7/2024

Option 1	Double unit Trash and recycling (no foot pedal) (no compacting) Message panel with big belly insert factory installed Partial anti-Graffiti wrap With Software Drop ship 1060 Pacific Ave Oxnard ca 93030	Unit	\$6027.55 Not including tax 9.25% and freight
Option 2	Double unit Trash and recycling (no foot pedal) (no compacting) Message panel with big belly insert factory installed Partial anti-Graffiti wrap No Software Drop ship 1060 Pacific Ave Oxnard ca 93030	Unit	\$3812.85 Not including tax 9.25% and freight
Option 3	Basic double station Trash and recycling with foot pedal 5yr warranty no compaction on the recycle. Message panel with big belly insert factory installed Partial anti-Graffiti wrap Software Same unit configuration as the 1st purchase. Drop ship 1060 Pacific Ave Oxnard ca 93030	Unit	\$6736.22 Not including tax 9.25% and freight

Thank you for your consideration.

Jason Meek

Sales Maintenance Consultant
(805) 335-0553 Cell



February 9, 2024

City of Oxnard
Public Works Department, Environmental Resources Division
111 South Del Norte Boulevard
Oxnard, California 93030

Subject: **Justification of Sole Source of Supply**

Dear Director of Public Works:

Big Belly Solar, LLC (“Bigbelly”) is pleased to provide the following information in connection with the City of Oxnard’s consideration of using Bigbelly as a sole source supplier for a pending procurement.

As of the date of this letter, in North America, for the City of Oxnard account, only Bigbelly may sell and service the Bigbelly-manufactured smart waste and recycling system and the CLEAN monitoring system, which includes solar-powered compacting and non-compacting public space receptacles with data collection and monitoring capability for waste and recycling operations (the “Bigbelly Products”).

Bigbelly has developed and maintains a portfolio of exclusive intellectual property and proprietary use rights for the Bigbelly Products, including:

- Patents – U.S. and international (both granted and pending)
- Copyrights and Trademarks

For the City of Oxnard, Bigbelly Products must be procured by the City from Bigbelly directly; none of Bigbelly’s North America agents or distributors is authorized to make that sale.

Please do not hesitate to contact us with any further questions.

Sincerely,

BIG BELLY SOLAR, LLC

DocuSigned by:
By: 
B23903E415E1472...
Brian Phillips, President



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.5

DATE: December 3, 2024

TO: City Council

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

SUBJECT: Professional Services Agreements 32500224 with Kimley-Horn and Associates, Inc., 32500226 with Fehr & Peers and 32500223 with LSY Enterprise, Inc. for as-needed Traffic-Related and Planning Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following:

1. An Agreement with Kimley-Horn and Associates, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of \$1,500,000 for as needed Traffic Signal Operations and Engineering Services Specification No. PW 25-18;
2. An Agreement with Fehr & Peers for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of \$1,500,000 for as needed Transportation Planning and Grant Writing Services Specification No. PW 25-19; and
3. An Agreement with LSY Enterprise, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of \$1,500,000 for as needed General Traffic Engineering Services Specification No. PW 25-20.

(Public Works and Transportation Committee approved 3-0 on November 12, 2024.)

BACKGROUND

The Traffic Engineering Division utilizes consulting firms to provide licensed technical expertise on various subjects within traffic engineering. Agreements with these specialty firms are necessary due to the nature and volume of work within the division. These resources support assignments as well as capital projects assigned to the division. Having pre-approved professional service agreements allows Staff to research and respond in a timely manner to traffic-related 311 requests for service such as speed hump installation, new stop signs, new traffic signals, pedestrian crossing enhancements, signal timing modifications, and other traffic calming measures. These agreements also provide expert specialists in grant writing, transportation planning, evaluation of traffic studies, and preparation of plans, specifications, and estimates on select capital projects.

DISCUSSION

On August 7, 2024, the Public Works Department advertised three separate Request For Proposals (RFP's). All bids were due on September 10, 2024, and were evaluated by the Interim City Traffic Engineer, Transportation Planner, and three Associate Engineers. Following is a description of the scope of work and selected consulting firm.

1. Traffic Signal Operations and Engineering Services (PW 25-18)

The scope of work generally includes supporting traffic signal modification operations, engineering, and design services. More specifically, but not limited to:

- Traffic signal improvement and operation projects requiring preliminary engineering
- and/or feasibility studies;
- Traffic signal design including but not limited to new signals, signal modifications, signal communication, etc.;
- Traffic data collection in support of analyzing potential improvements to traffic signal functionality and operation;
- Traffic signal operation analyses and operation improvements including signal coordination systems;
- Traffic management plan development as related to traffic signal improvement or operation projects;
- Traffic signal modification design services consisting of all items of work necessary to finalize design and complete Final Plans, Specifications & Estimates (PS&E) for bidding capital projects; and
- Prepare and deliver presentations to the City Council

The City received three (3) proposals and Kimley-Horn and Associates, Inc. was selected as the most qualified firm based on their qualifications, knowledge, technical experience, and prior success on City projects. Following this determination, procurement staff confirmed all documentation was received. Based upon the available information and research performed to date; staff believes that the consultant is capable of satisfactorily completing the service. Thus, staff recommends that the City Council award the contract for this service to Kimley-Horn and Associates, Inc.

2. Transportation Planning and Grant Writing Services (PW 25-19)

The scope of work generally includes providing routine transportation planning and grant writing. More specifically, but not limited to:

- Transportation planning and grant writing for state and regional funding programs, including cost estimating, cost-benefit analysis, completing all required application exhibits, narratives, etc.;
- Development and updates of transportation-related policies and guidelines including transportation master plans;
- Development of traffic impact fees and updates;
- Transportation modeling of multi-modal travel demand and traffic volume forecasts;
- Planning and conceptual designs of complete streets in light of established standards and guidelines;
- Traffic feasibility studies and analysis for projects such as roundabouts, traffic circles, Class I and IV bike lanes, etc.;
- Traffic data collection in support of transportation planning and grant writing services;
- Traffic data collision review and analysis related to transportation planning and grant writing services;
- Development of transportation planning documents, consisting of all items of work necessary to deliver transportation planning documents for City Council approval or Adoption; and
- Prepare and deliver presentations to the City Council.

The City received two (2) proposals and Fehr & Peers was selected as the most qualified firm based on their qualifications, knowledge, plan development experience, grant writing success, and prior success with City projects. Following this determination, procurement staff confirmed all documentation was received. Based upon the available information and research performed to date; staff believes that the consultant is capable of satisfactorily completing the service. Thus, staff recommends that the City Council award the contract for this service to Fehr & Peers.

3. General Traffic Engineering Services (PW 25-20)

The scope of work generally includes providing routine traffic engineering by a licensed professional traffic engineer. More specifically, but not limited to:

- Traffic calming conceptual planning and designs, including all-way stop, traffic signal
- warrant studies, circulation improvements, parking studies, neighborhood management
- plans, etc.;
- Traffic data collection including multi-modal traffic volumes, speed, origin-destination
- surveys, travel time and delays, parking utilization, etc.;
- Traffic speed survey analysis and engineering for establishing and updating speed limits;
- Traffic control design and plan review;
- Traffic feasibility studies and analysis for projects such as roundabouts, traffic circles,
- Class I and IV bike lanes, traffic signal improvements, etc.;
- Traffic design, preparing plans, specifications, and estimates for circulation improvement
- projects, including bicycle, pedestrian, roadway configuration, etc.;
- Traffic management plans and field support for special events or projects;
- Traffic signal design and plan review;
- Traffic signal timing and coordination;
- Traffic signal equipment upgrade and maintenance recommendations;
- Traffic signal technical support including troubleshooting traffic management center
- software, equipment, systems design, etc.;
- Traffic signal intelligent transportation system evaluation and implementation;
- Traffic collision data review and evaluation;
- Traffic engineering development of transportation policies, guidelines, and updates;
- Traffic engineering grant writing for federal, state, and regional funding programs;
- Traffic impact fee establishment and updates;
- Traffic engineering plan check review for private land development projects; and
- Prepare and deliver presentations to the City Council, Public Works Transportation Committee, Planning Commission, and others.

The City received three (3) proposals and LSY Enterprise, Inc. was selected as the most qualified firm based on their qualifications, knowledge, local agency experience, and prior success with City assignments and projects. Following this determination, procurement staff confirmed all documentation was received. Based upon the available information and research performed to date; staff believes that the consultant is capable of satisfactorily completing the service. Thus, staff recommends that the City Council award the contract for this service to LSY Enterprise, Inc.

Professional services under these three (3) agreements will be composed of work orders for each project assigned by the City under the supervision of a Traffic Engineer or Project Manager. The work order proposal will identify the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned work order can be completed to the satisfaction of the City of Oxnard.

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 amount of each agreement shall not exceed \$1,500,000 over the term of three years with two one-year extension options. Funding will be charged to a given project or funding source dependent upon the services performed by work orders. The Traffic Engineering Division will ensure sufficient funding is available in the approved operating budget or CIP project budget for related tasks prior to initiating work orders or services performed.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 12, 2024 to approve the staff recommendation and to forward the item for Council approval. Minor updates have been included in Agreement 32500226 with Fehr & Peers from what was attached to the Committee agenda, which includes updating the counterpart signatories on page 16 of the agreement.

Prepared by: Morgan Kessler, City Engineer, Kawkeb Said, Senior Engineer, Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Agreement 32500224 with Kimley Horn
2. Agreement 32500226 Fehr & Peers
3. Agreement 32500223 with LSY Enterprise, Inc.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND KIMLEY-HORN AND ASSOCIATES, INC.**

By This Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of Kimley-Horn and Associates, Inc. (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, this Agreement is entered into as a result of the Restricted Grant Agreement (“RGA”) entered into between the City and the Department of Transportation (Caltrans) attached to this Agreement as Exhibit D and incorporated herein by this reference for Traffic Operations and Engineering; and

WHEREAS, per item 24c. in the RGA, Consultant shall adhere to any and all sections, items, attachments, and amendments of the RGA in addition to the terms of this Agreement and Exhibit E (grant funding requirements); and

WHEREAS, in the event of any conflict between the terms of this Agreement and Exhibits D and E and any attachments, or amendments thereto, the terms of the RGA (exhibit D) and grant funding requirements (exhibit E) shall control; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, the specific services required under this Agreement will be requested on an as needed basis not all requested services under this agreement will be grant funded, therefore the provisions of Exhibits D & E shall apply to services when that the city representative indicates as grant funded; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide Traffic Signal Operations and Engineering on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is to provide the City with services that a Traffic Engineer would perform, which may include professional traffic engineering services for traffic signal operations and traffic engineering. Certain services will be grant funded and Consultant shall comply with the terms and conditions stated in the RGA identified in Exhibits D and E.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Kimley-Horn and Associates, Inc., a corporation of the State of North Carolina, located at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601

4. TERM OF AGREEMENT: From: December 4, 2024 To: December 3, 2027

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (2) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,500,000.

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A:	Scope of Services
Exhibit B:	Schedule of Compensation
Exhibit C:	Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D:	Restricted Grant Agreement
Exhibit E:	Federal & State Funding Requirements – Caltrans Projects
Exhibit F:	Living Wage Policy
Exhibit G:	Prevailing Wage Policy
Exhibit H:	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 Debbie O'Leary Title Transportation Planner Phone 805-200-5283 Email debbie.oleary@oxnard.org Address 214 South C Street Oxnard, California 93030	Consultant Designated Representative Name Sri Chakravarthy Title P.E., T.E. Phone 213-261-4037 Email sri.chakravarthy@kimley-horn.com Address 25152, Suite 200 Springfield Ct. Santa Clarita, California 93155
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

- B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwengineeringap@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by

written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. CALTRANS GRANT FUNDING REQUIREMENTS . The Request for Proposal for this Agreement included a Section that placed Consultant on Notice that the Agreement and associated Scope of Work is being funded in whole or in part grant funds in accordance with a Restricted Grant Agreement between the City of Oxnard and the California Department of Transportation. A Federal & State Funding Requirements Addendum for CalTrans Projects is attached in its entirety as Exhibit E and incorporated herein by this reference. Consultant herein agrees to and shall comply with all requirements and provisions of Exhibit E. To the extent there is a conflict in the terms of this Agreement and the terms in Exhibit E, the terms in Exhibit E shall control.

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general

instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is

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

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and

prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party

received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

- A. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.
 - (1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.
 - (2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth

in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit F” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five

thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "G" attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit H.

28. SUBCONTRACTING. If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its

subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with

the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately

obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. ADVERTISING AND PUBLICITY. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

- 42. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 43. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 44. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
- 46. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 47. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically

agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

KIMLEY-HORN AND ASSOCIATES, INC.

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

Sri Chakravarthy
Senior Vice President _____ Date

ATTEST:

Sowmya Chandrasekhar
Assistant Secretary ³ _____ Date

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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Kimley-Horn and Associates, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Debbie O'Leary / 805-200-5283 / debbie.oleary@oxnard.org

Licensing and Professional Certification

Required: The services and abilities required to successfully perform traffic signal operations and engineering include, but are not limited to:

1. PS&E work shall be performed by a California-registered Civil Engineer and/or Traffic Engineer.
2. Land survey work required for PS&E shall be performed by a California-licensed Land surveyor.
3. Understanding and application of Federal, State, and City Engineering Standards, to include but not be not limited to: Institute of Transportation Engineers (ITE) Trip and Parking Generation Manuals, California Manual on Uniform Traffic Control Devices (CA MUTCD), National Association of City Transportation Officials (NACTO), CA Standard Plans and Specifications, City of Oxnard zoning ordinance and General Plan, beside others.
4. Knowledge and understanding of the use of and requirements of federal and state documentation associated with grant-funded projects.
5. Understanding and application of relevant operational and traffic analyses and modeling software such as Synchro, SIDRA, and Travel Demand Modeling such as Visum, TransCad, CUBE, and EMME2.
6. Understanding of environmental regulations relevant to the transportation system.
7. Understanding and ability to review civil improvement plans for compliance with disabled access requirements, circulation impacts or improvements, application of State and local laws, ordinances, and the City's Municipal Code.
8. Compliance with applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws.
9. Minimum of 5 years experience providing Traffic Engineering services to municipalities of similar size or sufficient experience in transportation planning and traffic engineering. Specifically, experience should include but not be limited to: traffic safety studies, traffic operational studies, warrant analysis, traffic signal operations, conceptual roadway and intersection designs, data collection, traffic modeling and travel demand modeling.
10. Experience or knowledge of City of Oxnard local issues and ability to perform local site visits as needed and/or requested by the Traffic Engineering Division.

The following list includes anticipated tasks associated with, **providing traffic signal modification and operations engineering and design services**. Work will involve assisting with capital improvement and special projects. This list is not all-inclusive.

1. Traffic signal improvement and operation projects requiring preliminary engineering and/or feasibility studies.
2. Traffic signal design including but not limited to new signals, signal modifications, signal communication, etc.
3. Traffic data collection in support of analyzing potential improvements to traffic signal functionality and operation.
4. Traffic signal operation analyses and operation improvements including signal coordination systems.
5. Traffic management plan development as related to traffic signal improvement or operation projects.
6. Traffic signal modification design services consisting of all items of work necessary to finalize design and complete Final Plans, Specifications & Estimates (PS&E) for bidding capital projects. Deliverables of PS&E work include:
 - a. Provide Project Management to include but not limited to
 - i. Schedule and conduct a kick-off meeting with City Staff and as-needed project development team (PDT) meetings (virtual or in-person);
 - ii. Provide timeline, schedule and workflow per task with critical path, milestones and deliverables;
 - iii. Provide deliverables, detailed progress reports, invoices per the schedule
 - b. Use surveying services to accurately identify Right of Way (ROW);
 - c. Identify if all work will take place within the City right of way or if any easements/ROW acquisitions are required;
 - d. Obtain and review as-built plans, reports, maps, and data at the City of Oxnard Service Center, 214 S. C Street, where data can be accessed (not all data is available online);
 - e. Complete field investigations to assess existing conditions for the purpose of identifying any additional work necessary but not previously included in any project grant applications, and for creating base plans;
 - f. Base plans should be created for traffic signal modification plans, accessible pedestrian push buttons, civil engineering plans, signage and striping plans, and landscape plans (if any);
 - g. Research and document all utilities within the project limits, which includes correspondence sent on behalf of the City to the utility companies;
 - h. Plans, specifications and estimates shall be submitted to the City for review and comment at the 65%, 95%, and 100% PS&E stages;
 - i. Respond to comments from bidding staff on the 100% specifications in order to provide a ready-to-bid package;

- j. During the bid phase, respond to bidder questions; and
 - k. Provide design support during the construction phase.
- 7. Prepare and deliver presentations to the City Council, Public Works Transportation Committee, Planning Commission, and others.

EXHIBIT B

**PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Kimley-Horn and Associates, Inc.)**

SCHEDULE OF COMPENSATION

KIMLEY-HORN AND ASSOCIATES, INC.	
Classifications	Hourly Labor Rate
Analyst I	\$120 - \$150
Analyst II	\$160 - \$185
Professional	\$185 - \$215
Senior Professional I	\$240 - \$310
Senior Professional II	\$315 - \$365
Senior Technical Support	\$110 - \$290
Technical Support	\$100 - \$165
Support Staff	\$80 - \$135
Sub-Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

NATIONAL DATA & SURVEYING SERVICES	
Turning Movement Counts (Per location including Peds and Bikes)	
Classification	Hourly Labor Rate
4 Hour (1 Person)	\$290
6 Hour (1 Person)	\$420
Road Tube Machine Counts (Per Location)	
24-Hour Volume Count	\$135
Each Additional (Consecutive) Day	\$65
24-Hour Classification OR Speed Count	\$145 - \$215 (single or multi-lane)
Each Additional (Consecutive) Day	\$70 - \$90
24-Hour Classification AND Speed Count	\$175 - \$245
Each Additional (Consecutive) Day	\$100 - \$120
Additional Services	
Camera Install (Up to 24 hours)	\$295
Each Additional (Consecutive) Day	\$150
Vehicle Video Review (Per Hour)	\$30
Spot Speed Review (100 Cars OR 2 Hour Max, whichever comes first)	\$145
Fuel Surcharge	\$50 - \$100+

ENCOMPASS CONSULTANT GROUP (ECG)	
ENGINEERING	
Classification	Hourly Labor Rate
Designer	\$95
Senior Designer	\$145
Assistant Engineer I	\$150
Assistant Engineer II	\$160
Associate Engineer	\$170
Senior Engineer I	\$180
Senior Engineer II	\$195
Principal Engineer I	\$215
Principal Engineer II	\$235
GEOMATICS (Surveying & Mapping)	
Surveying Technician	\$95
Assistant Surveyor I	\$150
Assistant Surveyor II	\$160
Associate Surveyor	\$170
Senior Surveyor I	\$180
Senior Surveyor II	\$195
Principal Surveyor I	\$215
Principal Surveyor II	\$235
One-Man Survey Crew	\$185
Two-Man Survey Crew	\$270
Three-Man Survey Crew	\$360
One-Man Survey Crew (Prevailing Wage)	\$210
Two-Man Survey Crew (Prevailing Wage)	\$315
Three-Man Survey Crew (Prevailing Wage)	\$450
GENERAL	
Technical/Clerical Support	\$95
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant (Principal with specialized skills in engineering or geomatics)	\$250
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Kimley-Horn and Associates, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

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

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

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

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

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.10/24

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/ \$500,000 & listed sub-consultant

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

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT			SUBMIT IN DUPLICATE	
FOR THE CITY OF OXNARD (the "City")			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered		
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS		
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS		
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$		
		EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____		

[illegible]

EXHIBIT D

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Kimley-Horn and Associates, Inc.)**

RESTRICTED GRANT AGREEMENT

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

07 City of Oxnard

District Administering Agency

Agreement No. 07-5129S21

This AGREEMENT, is entered into effective this 1st day of March, 20 22, by and between the City of Oxnard, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING

AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING

AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement.

ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall

not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525- 4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period

as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other

evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance

Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These

disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse

condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

By Ferdinand A. Batatan

Chief, Office of Project Implementation
Division of Local Assistance

Date 3/8/2022

CITY OF OXNARD

By [Signature]

Mayor,
City of Oxnard

Date 3 - 1 - 22

APPROVED AS TO FORM:

[Signature]
Stephen M. Fischer
City Attorney

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Kimley-Horn and Associates, Inc.)

FEDERAL & STATE FUNDING REQUIREMENTS - CALTRANS PROJECTS

The provisions of Exhibit E hereof are from the Caltrans Local Assistance Procedures Manual ("LAPM") as Exhibit 10-R thereto dated September 2022. The provisions listed below are from Exhibit 10-R for which there is not a comparable provision otherwise in this Agreement. A complete copy of Exhibit 10-R can be found on the web at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>. Certain provisions of this Exhibit E only apply if the box immediately to the left of the Section is checked. If a box is to the left of any Section of this Agreement and it is not checked, the provision does not apply to this Agreement. If there is no check box provided, the provision applies to this Agreement. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit shall control. For purposes of this Exhibit, the phrase "CONTRACT ADMINISTRATOR" shall be City's Designated Representative as identified in Section 20 of this Agreement.

ARTICLE I - INTRODUCTION

- A. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- B. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- C. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- D. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II - CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

- ☒ A. CONSULTANT Services

SEE THE ATTACHED SCOPE OF SERVICES IN EXHIBIT A OF THIS AGREEMENT. WE NEED TO MAKE SURE THE SOS includes the level of detail explained below.

[Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

- ☐ B. Right of Way
 - ☐ Right of Way requirements are to be determined and shown by CONSULTANT;
 - ☐ Land surveys and computations with metes and bounds descriptions are to be made; and,
 - ☐ Right of Way parcel maps are to be furnished.
- ☒ C. Surveys
 - ☒ CONSULTANT has the responsibility for performing preliminary or construction surveys.

- ☐ D. Subsurface Investigations
CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated, including the following _____.
Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.
- E. CITY Obligations
All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.
- ☐ F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.
- ☐ G. Checking Shop Drawings
This Agreement requires the preparation of construction drawings which must be checked. CONSULTANT agrees that the payment for checking shop drawings by CONSULTANT is included in the fee charged by CONSULTANT under this AGREEMENT.
- ☐ H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.
- ☐ I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or

similar evidence of attainment of the AGREEMENT objectives.

ARTICLE IV – PERFORMANCE PERIOD

None.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by CITY, CITY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a CITY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both CITY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. [Local Agency to include either (a) or (b) below; delete the other one]
(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued by CITY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to CITY and signed by an authorized representative of CITY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by CITY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due CITY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to CITY's Contract Administrator at the following address: City of Oxnard / Debbie O'Leary, 214 S. C Street, Oxnard, CA 93030 or debbie.oleary@oxnard.org
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to

the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by CITY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE VI – TERMINATION

See Section 15 of the Agreement.

ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the

AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- B. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- C. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- D. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall

subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

E. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

- ☐ **Method 1:** No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

This clause applies to both DBE and non-DBE subconsultants.

- ☐ **Method 2:** No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute

involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

- **Method 3:** The CITY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.
 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work

performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the

CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY

to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

□ ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of

Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10- 02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award

and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or,
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold \$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each

DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX – INSURANCE

See Section 26 of the Agreement.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any

manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

See Section 14 of the Agreement.

ARTICLE XXII – CONTINGENCY FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII - DISPUTES

See Sections 32 and 33 of the Agreement.

ARTICLE XXIV - INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project

site.

B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI - OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal aid contracts).

- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII – CLAIMS FILED BY CITY’S CONSTRUCTION CONTRACTOR

Not Applicable to this Professional Service Agreement

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY’s operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY’s actions on the same, except to CITY’s staff, CONSULTANT’s own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY’S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

- G. This Article's requirements are in addition to those stated in Section 19.5 and 19.6 of the Agreement. In the event of a conflict this Article controls.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI - PROMPT PAYMENT FROM THE CITY TO CONSULTANT

The CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the CITY shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the CITY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Kimley-Horn and Associates, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 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 \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT G

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Kimley-Horn and Associates, Inc.)

PREVAILING WAGE

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 H

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Kimley-Horn and Associates, 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND FEHR & PEERS**

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Fehr & Peers ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, this Agreement is entered into as a result of the Restricted Grant Agreement ("RGA") entered into between the City and the Department of Transportation (Caltrans) attached to this Agreement as Exhibit D and incorporated herein by this reference for Transportation Planning and Grant Writing; and

WHEREAS, per item 24c. in the RGA, Consultant shall adhere to any and all sections, items, attachments, and amendments of the RGA in addition to the terms of this Agreement and Exhibit E (grant funding requirements); and

WHEREAS, in the event of any conflict between the terms of this Agreement and Exhibits D and E and any attachments, or amendments thereto, the terms of the RGA (exhibit D) and grant funding requirements (exhibit E) shall control; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, the specific services required under this Agreement will be requested on an as needed basis not all requested services under this agreement will be grant funded, therefore the provisions of Exhibits D & E shall apply to services when the task order indicates the requested service(s) will be grant funded; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide On-Call Transportation Planning and Grant Writing on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is to provide the City with transportation planning and grant writing. Certain services performed will be grant funded and Consultant shall comply with the terms and conditions stated in the RGA identified in Exhibits D and E.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Fehr & Peers, a corporation of the State of California, located at 100 Pringle Avenue, Suite 600, Walnut Creek, California 94596

4. TERM OF AGREEMENT: From: December 4, 2024 To: December 3, 2027

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (2) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,500,000.

6. **AGREEMENT EXHIBITS.** The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Restricted Grant Agreement
- Exhibit E: Federal & State Funding Requirements – Caltrans Projects
- Exhibit F: Living Wage Policy
- Exhibit G: 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 Debbie O'Leary Title Transportation Planner Phone 805-200-5283 Email debbie.oleary@oxnard.org Address 214 South C Street Oxnard, California 93030	Consultant Designated Representative Name Chelsea Richer Title Project Manager Phone 213-261-3082 Email c.richer@fehrandpeers.com Address 600 Wilshire Blvd., Suite 1050 Los Angeles, California 90017
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- 8. CONTRACTUAL PREREQUISITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.
- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
 - B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
 - C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
 - D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform the tasks, obligations, and Services set forth in the “Scope of Services,” attached to and incorporated into this Agreement as “Exhibit A.” Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in “Exhibit A” as the person responsible for the Services who shall coordinate with City’s Project Manager in executing the Scope of Services under this Agreement.

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the “Schedule of Compensation,” attached to and incorporated into this Agreement as “Exhibit B.” City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwengineeringap@oxnard.org.
- B. Consultant’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City’s payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services

performed by Consultant and its employees, agents and subcontracted Consultants.

- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement

unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. CALTRANS GRANT FUNDING REQUIREMENTS . The Request for Proposal for this Agreement included a Section that placed Consultant on Notice that the Agreement and associated Scope of Work is being funded in whole or in part grant funds in accordance with a Restricted Grant Agreement between the City of Oxnard and the California Department of Transportation. A Federal & State Funding Requirements Addendum for CalTrans Projects is attached in its entirety as Exhibit E and incorporated herein by this reference. Consultant herein agrees to and shall comply with all requirements and provisions of Exhibit E. To the extent there is a conflict in the terms of this Agreement and the terms in Exhibit E, the terms in Exhibit E shall control.

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered

or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services and as identified in the Scope of Services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the

Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

- A. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined

in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit F” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. [INTENTIONALLY OMITTED]

27. 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 H.

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant’s Services under this Agreement. Consultant further covenants that in the performance of Services under this

Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

- 33. CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.
- 34. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
- 35. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 36. ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 37. NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

FEHR & PEERS

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

Sarah Brandenburg Date
Vice President

Lysa Wollard, CFO 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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Fehr & Peers)

SCOPE OF SERVICES

PROJECT MANAGER: Debbie O'Leary / 805-200-5283 / debbie.oleary@oxnard.org

Licensing and Professional Certification

Required:

1. California-registered Civil Engineer and/or Traffic Engineer.

Scope of Services:

The following list includes anticipated tasks associated with, generally **providing routine transportation planning and grant writing**. Work will involve assisting with capital improvement and special projects. The following list is not all-inclusive.

1. Transportation planning and grant writing for state and regional funding programs for traffic studies and infrastructure improvement projects. Grant application development includes cost estimating, cost-benefit analysis, completing all required application exhibits, narratives, etc.
2. Development and updates of transportation-related policies and guidelines including transportation master plans.
3. Development of traffic impact fees and updates.
4. Transportation modeling of multi-modal travel demand and traffic volume forecasts.
5. Planning and conceptual designs of complete streets in light of established standards and guidelines, as well as assessment of potential operational impacts (such as the impacts on auto traffic that could result from a road diet to provide bike lanes).
6. Traffic feasibility studies and analysis for projects such as roundabouts, traffic circles, Class I and IV bike lanes, etc.
7. Traffic data collection in support of transportation planning and grant writing services.

8. Traffic data collision review and analysis related to transportation planning and grant writing services.
9. Development of transportation planning documents, consisting of all items of work necessary to deliver transportation planning documents for City Council approval or adoption. Deliverables of transportation planning work includes:
 - a. Schedule and conduct a kick-off meeting with City Staff and as-needed project development team (PDT) meetings (virtual or in-person);
 - b. Schedule and conduct meetings with City Staff and various stakeholders (virtual or in-person);
 - c. Educational programming, activities, events, and social media promotional materials;
 - d. Obtain and review as-built plans, reports, maps, and data at the City of Oxnard Service Center, 214 S. C Street, where data can be accessed (not all data is available online);
 - e. Conduct field investigations and walkability assessments to assess existing conditions for the purpose of identifying any additional work necessary but not previously included in any project grant applications; and
 - f. Planning reports shall be submitted to the City for review and comment at the 65%, 95%, and 100% stages;
10. Prepare and deliver presentations to the City Council, Public Works Transportation Committee, Planning Commission, and others

EXHIBIT B**PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Fehr & Peers)****SCHEDULE OF COMPENSATION**

FEHR & PEERS	
Classification	Hourly Billing Rate
Principal	\$280 - \$400
Senior Associate	\$210 - \$325
Associate	\$185 - \$285
Senior Engineer/Planner	\$160 - \$235
Engineer/Planner	\$130 - \$190
Senior Engineering Technician	\$150 - \$240
Senior Project Accountant	\$185 - \$195
Senior Project Coordinator	\$125 - \$185
Project Coordinator	\$125 - \$175
Technician	\$145 - \$190
Intern	\$100 - \$130
Project Management Personnel Hourly Rates	
Chelsea Richer (Principal)	\$300
Matt Benjamin (Principal)	\$360
Claude Strayer (Principal)	\$300
Other Direct Costs	
Reimbursable Expenses	Cost + 10%
Personal Auto Mileage	\$0.67 per mile
HERE.LA	
Classification	Hourly Billing Rate
Principal	\$300
Senior Urban Designer	\$210
Urban Designer II	\$185
Urban Designer I	\$150
Intern / Admin	\$105
KEARNS & WEST	
Classification	Hourly Billing Rate
Principal	\$345
Vice President	\$290
Senior Director	\$245
Director	\$225
Senior Associate	\$200
Associate	\$175
Project Coordinator	\$145
HUITT ZOLLARS	
Engineering / Architecture	

Classification	Hourly Billing Rate
Principal	\$340
Senior Project Manager	\$315
Design Principal	\$260
QA Manager	\$250
Project Manager	\$280
Senior Civil Engineer	\$250
Senior Structural Engineer	\$270
Senior Mechanical Engineer	\$250
Senior Electrical Engineer	\$250
Civil Engineer	\$225
Structural Engineer	\$200
Mechanical Engineer	\$200
Electrical Engineer	\$200
Plumbing Engineer	\$200
EIT	\$165
Senior Architect	\$215
Senior NL Architectural Staff	\$200
Architect	\$200
Architect Intern 3	\$175
Architect Intern 2	\$135
Architect Intern 1	\$120
Senior Landscape Architect	\$225
Landscape Architect	\$160
Landscape Architect Intern	\$120
Senior Designer	\$195
Designer	\$160
Senior CADD Technician	\$145
CADD Technician	\$120
Interior Design	
Senior Interior Designer	\$170
Interior Designer	\$120
Interior Designer Intern	\$105
Survey	
Survey Manager	\$290
Senior Project Surveyor	\$230
Project Surveyor	\$160
Survey Technician	\$125
Survey Crews	
1-Person Survey Crew	\$220
2-Person Survey Crew	\$315
3-Person Survey Crew	\$405
Construction	
Construction Manager	\$180
Resident Engineer	\$165
Inspector/Owner's Representative	\$130

Senior Project Representative	\$125
Resident Project Representative	\$100
Administrative	
Senior Project Support	\$125
Project Support	\$115
Reimbursable Expenses	
Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate
WALK'N ROLLERS	
Jim Shanman (Project Lead)	\$175
Wendy Ortiz (Programs Manager)	\$125
Imelda Romero (Assistant Projects Coordinator/Instructors)	\$100
Administrative Assistant	\$75

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Fehr & Peers)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must have a one year extended reporting period.

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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for 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 46250-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE
(MM/DD/YY)

PRODUCER

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

GENERAL LIABILITY

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

OTHER PROVISIONS

COVERAGES

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
Telephone: (____) _____

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

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: (____) _____ Date Signed: _____

[illegible]

EXHIBIT D

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Fehr & Peers)**

RESTRICTED GRANT AGREEMENT

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Fehr & Peers)

FEDERAL & STATE FUNDING REQUIREMENTS - CALTRANS PROJECTS

The provisions of Exhibit E hereof are from the Caltrans Local Assistance Procedures Manual ("LAPM") as Exhibit 10-R thereto dated September 2022. The provisions listed below are from Exhibit 10-R for which there is not a comparable provision otherwise in this Agreement. A complete copy of Exhibit 10-R can be found on the web at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>. Certain provisions of this Exhibit E only apply if the box immediately to the left of the Section is checked. If a box is to the left of any Section of this Agreement and it is not checked, the provision does not apply to this Agreement. If there is no check box provided, the provision applies to this Agreement. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit shall control. For purposes of this Exhibit, the phrase "CONTRACT ADMINISTRATOR" shall be City's Designated Representative as identified in Section 20 of this Agreement.

ARTICLE I - INTRODUCTION

- A. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- B. CONSULTANT shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- C. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- D. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II - CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to

determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

- X A. CONSULTANT Services
- ☐ B. Right of Way
- ☐ Right of Way requirements are to be determined and shown by CONSULTANT;
 - ☐ Land surveys and computations with metes and bounds descriptions are to be made; and,
 - ☐ Right of Way parcel maps are to be furnished.
- ☐ C. Surveys
- ☐ CONSULTANT has the responsibility for performing preliminary or construction surveys.
- ☐ D. Subsurface Investigations
- CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated, including the following _____.
- Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.
- E. CITY Obligations
- All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.
- ☐ F. Conferences, Site Visits, Inspection of Work
- This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

- ☐ G. Checking Shop Drawings
This Agreement requires the preparation of construction drawings which must be checked. CONSULTANT agrees that the payment for checking shop drawings by CONSULTANT is included in the fee charged by CONSULTANT under this AGREEMENT.
- ☐ H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.
- ☐ I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

ARTICLE IV – PERFORMANCE PERIOD

None.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by CITY, CITY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results,

project deliverables, period of performance, project schedule and will designate a CITY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both CITY and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. [Local Agency to include either (a) or (b) below; delete the other one]
 - (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
 - (b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued by CITY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to CITY and signed by an authorized representative of CITY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by CITY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order.

Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due CITY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to CITY's Contract Administrator at the following address: Debbie O'Leary, Transportation Planner, 215 S. C Street, Oxnard, CA 93030.

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by CITY for all Task Orders resulting from this AGREEMENT shall not exceed \$1,500,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE VI – TERMINATION

See Section 15 of the Agreement.

ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to

CITY.

- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to

verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two

hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- E. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

- X **Method 1:** No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

This clause applies to both DBE and non-DBE subconsultants.

- ☐ **Method 2:** No retainage will be held by the CITY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15

days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

- **Method 3:** The CITY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the

necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code

§1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the

CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem

wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project

which will follow.

- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV – REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment

and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

☐ **ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

- A. CONSULTANT, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10- O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but

is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or,
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the CITY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request CONSULTANT to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the CITY. On work completion, CONSULTANT shall complete a Disadvantaged

Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold \$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each

DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the

work.

- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX – INSURANCE

See Section 26 of the Agreement.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

See Section 14 of the Agreement.

ARTICLE XXII – CONTINGENCY FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII - DISPUTES

See Sections 32 and 33 of the Agreement.

ARTICLE XXIV - INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI - OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII – CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

Not Applicable to this Professional Service Agreement

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by CITY and

made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.
- G. This Article's requirements are in addition to those stated in Section 19.5 and 19.6 of the Agreement. In the event of a conflict this Article controls.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX - EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the

evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI - PROMPT PAYMENT FROM THE CITY TO CONSULTANT

The CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the CITY shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the CITY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Fehr & Peers)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 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 \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT G

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Fehr & Peers)

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 _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND LSY ENTERPRISE, INC.**

By This Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of LSY Enterprise, Inc., (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, this Agreement is entered into as a result of the Restricted Grant Agreement (“RGA”) entered into between the City and the Department of Transportation (Caltrans) attached to this Agreement as Exhibit D and incorporated herein by this reference for General Project Engineering Services; and

WHEREAS, per item 24c. in the RGA, Consultant shall adhere to any and all sections, items, attachments, and amendments of the RGA in addition to the terms of this Agreement and Exhibit E (grant funding requirements); and

WHEREAS, in the event of any conflict between the terms of this Agreement and Exhibits D and E and any attachments, or amendments thereto, the terms of the RGA (exhibit D) and grant funding requirements (exhibit E) shall control; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, the specific services required under this Agreement will be requested on an as needed basis not all requested services under this agreement will be grant funded, therefore the provisions of Exhibits D & E shall apply to services that the city representative designates as grant funded; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide General Traffic Engineering Services on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND

VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES.

General traffic engineering services.

This Agreement is to provide the City with services that a Traffic Engineer would perform, which may include general professional traffic engineering services. Certain services performed will be grant funded and Consultant shall comply with the terms and conditions stated in the RGA identified in Exhibits D and E.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

LSY Enterprise, Inc., a corporation/LLC/LLP of the State of California, located at 26032 Laguna Court, Valencia, CA 91355.

4. TERM OF AGREEMENT: From: December 4, 2024 To: December 3, 2027

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (2) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,500,000.

6. **AGREEMENT EXHIBITS.** The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Restricted Grant Agreement
Exhibit E: Living 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: Debbie O'Leary Title: Transportation Planner Phone: (805) 200-5283 Email: Debbie.Oleary@oxnard.org Address: 305 W. Third St., 3 rd Floor, Oxnard, CA 93030	Consultant Designated Representative Name: Andrew Yi Title: Project Manager Phone: (661) 510-0504 Email: andrewyi@lsy-enterprise.com Address: 26032 Laguna Court, Valencia, CA 91355
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8. **CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.
- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
 - B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
 - C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

- D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

- 10. COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- 11. PAYMENT and INVOICES.** The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwengineeringap@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or

relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.

- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. **OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. CALTRANS GRANT FUNDING REQUIREMENTS. The Request for Proposal for this Agreement included a Section that placed Consultant on Notice that the Agreement and associated Scope of Work is being funded in whole or in part grant funds in accordance with a Restricted Grant Agreement between the City of Oxnard and the California Department of Transportation. A Federal & State Funding Requirements Addendum for CalTrans Projects is attached in its entirety as Exhibit E and incorporated herein by this reference. Consultant herein agrees to and shall comply with all requirements and provisions of Exhibit E. To the extent there is a conflict in the terms of this Agreement and the terms in Exhibit E, the terms in Exhibit E shall control.

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the

benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and

- (3) Has carefully considered how the services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.

City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section

7920.505) and may contain “trade secrets” (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City’s Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party’s Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said

insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit F” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. INTENTIONALLY OMITTED

27. 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 H.

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request.

The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.
33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.
34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit “A”, Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final

payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. ADVERTISING AND PUBLICITY. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by the 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 insure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this

Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

LSY ENTERPRISE, INC.

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

Andrew Yi, Principal _____ Date

Ellen Yi,
Chief Financial Officer, 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

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and LSY Enterprise, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Debbie O'Leary/ 805-200-5283/ Debbie.Oleary@oxnard.org

Licensing and Professional Certification

Required:

1. California registered Civil Engineer and/or Traffic Engineer.

Scope of Services:

The following list includes anticipated tasks associated with this RFP, **generally providing routine traffic engineering**. Work will involve assisting with capital improvement and special projects. This list is not all inclusive.

1. Traffic calming conceptual planning and designs, including all-way stop, traffic signal warrant studies, circulation improvements, parking studies, neighborhood management plans, etc.
2. Traffic data collection including multi-modal traffic volumes, speed, origin-destination surveys, travel time and delays, parking utilization, etc.
3. Traffic speed survey analysis and engineering for establishing and updating speed limits
4. Traffic control design and plan review
5. Traffic feasibility studies and analysis for projects such as roundabouts, traffic circles, Class I and IV bike lanes, traffic signal improvements, etc.
6. Traffic design, preparing plans, specifications, and estimates for circulation improvement projects, including bicycle, pedestrian, roadway configuration, etc.
7. Traffic management plans and field support for special events or projects
8. Traffic signal design and plan review
9. Traffic signal timing and coordination
10. Traffic signal equipment upgrade and maintenance recommendations
11. Traffic signal technical support including trouble-shooting traffic management center software, equipment, systems design, etc.
12. Traffic signal intelligent transportation system evaluation and implementation
13. Traffic collision data review and evaluation
14. Traffic engineering development of transportation policies, guidelines, and updates

15. Traffic engineering grant writing for federal, state, and regional funding programs
16. Traffic impact fee establishment and updates
17. Traffic engineering plan check review for private land development projects, including review of site plans, public improvements, traffic impact analysis, transportation modeling, etc., from initial submittal, providing written comments to the City, attending meetings with the City and private developer's engineer, and final recommendation
18. Prepare and deliver presentations to the City Council, Public Works Transportation Committee, Planning Commission, and others

2.0 QUALIFICATIONS AND PROFESSIONAL REQUIREMENTS

The services and abilities required to successfully perform general traffic engineering services include, but are not limited to:

1. Traffic engineering work shall be performed by a California registered Civil Engineer and/or Traffic Engineer.
2. Understanding and application of Federal, State and City Engineering Standards, to include but not be not limited to: Institute of Transportation Engineers (ITE) Trip and Parking Generation Manuals, California Manual on Uniform Traffic Control Devices (CA MUTCD), National Association of City Transportation Officials (NACTO), CA Standard Plans and Specifications, City of Oxnard zoning ordinance and General Plan, beside others.
3. Knowledge and understanding of the use of and requirements of federal and state documentation associated with grant funded projects.
4. Understanding and application of relevant operational and traffic analyses and modeling software such as Synchro, SIDRA, and Travel Demand Modeling such as Visum, TransCad, CUBE and EMME2.
5. Understanding of environmental regulations relevant to the transportation system.
6. Understanding and ability to review civil improvement plans for compliance with disabled access requirements, circulation impacts or improvements, application of State and local laws, ordinances, and the City's Municipal Code.
7. Compliance with applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws.
8. Minimum of 5 years' experience providing Traffic Engineering services to municipalities of similar size or sufficient experience in transportation planning and traffic engineering. Specifically, experience should include but not be limited to: traffic safety studies, traffic operational studies, warrant analysis, traffic signal operations, conceptual roadway and intersection designs, data collection, traffic modeling and travel demand modeling.
9. Experience or knowledge of City of Oxnard local issues and ability to perform local site visits as needed and/or requested by the Traffic Engineering Division.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and LSY Enterprise, Inc.)

SCHEDULE OF COMPENSATION

LSY Enterprise Standard Billing Rates (as of January 1, 2023)

LSY Enterprise standard billing rates are displayed below based on classifications.

Classification	Hourly Billing Rate
Principal-in-Charge	\$215.00
Project Manager	\$195.00
Traffic/Civil Engineer	\$195.00
Traffic Signal Engineer	\$170.00
Transportation Planner	\$170.00
Engineer II	\$155.00
Engineer I	\$140.00
Engineering Technician	\$115.00
Analyst	\$110.00
Administration	\$90.00
Overtime, Night, Holiday & Weekend Work	130% of the rates listed above
Mileage	Based on standard federal rates

Billing rates are subject to change annually based on the Cost-of-Living index, not to exceed 5% per year.

Invoices are payable within 30 days of receipt. The City of Oxnard must notify LSY Enterprise, Inc.'s Project Manager, in writing, within 30 days of receipt of any disputed charges in an invoice. Interest at the rate of 1.5 percent per month, or alternatively at the highest monthly rate allowable in the jurisdiction where the Services are being provided, whichever is higher, will be charged on all past due amounts.

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and LSY Enterprise, Inc.)
INSURANCE REQUIREMENTS

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 46250-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[illegible]

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to . coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and LSY Enterprise, Inc.)
RESTRICTED GRANT AGREEMENT
MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

07 City of Oxnard

District Administering Agency

Agreement No. 07-5129S21

This AGREEMENT, is entered into effective this 1st day of March, 2022, by and between the City of Oxnard, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING

AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING

AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement.

ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall

not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525- 4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period

as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other

evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance

Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These

disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse

condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By _____

FOR Ferdinand A. Batatan

Chief, Office of Project Implementation
Division of Local Assistance

Date 3/8/2022

CITY OF OXNARD

By _____

John Zucaro
Mayor,

City of Oxnard

Date 3-1-22

APPROVED AS TO FORM:

by R
Stephen M. Fischer
City Attorney

EXHIBIT E

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and LSY Enterprise, LLC)

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 and all unique trade services contracts governed by the Living Wage Policy.

A. CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

D. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

**EXHIBIT F
PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and LSY Enterprise, Inc.)**

**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 _____



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: December 3, 2024

TO: City Council

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

SUBJECT: Agreement 32500218 with Garcia’s Landscaping Maintenance, Inc. for On-Call Landscape Systems Maintenance and Minor Repair Services, Specification No. 25-10.

RECOMMENDATION

That the City Council approve and authorize an Agreement with Garcia’s Landscaping Maintenance, Inc. for an initial term of three years from December 4, 2024, to December 3, 2027, with the option for two consecutive one-year period extensions ending December 3, 2029, for a total not-to-exceed amount of \$3,000,000 for citywide On-Call Landscape Systems Maintenance and Minor Repair Services.

(Public Works and Transportation Committee approved 3-0 on November 12, 2024.)

BACKGROUND

The Public Works Department oversees and manages among other things parks, facilities, streets, public right of way, landscape maintenance districts, community facilities districts, and waterways districts throughout the City of Oxnard. Within each of these areas, there are specific services that are funded by either the General Fund, Internal Service Funds, or special assessments for the maintenance of various types of landscape and irrigation systems that include minor repairs, as required, for both safety and aesthetic purposes.

Throughout the year, Special Districts staff receive reports of damaged, vandalized, or deteriorating landscape and irrigation systems that are located within various assessment districts. Therefore, an on-call landscape systems maintenance and minor repair services agreement is needed so that staff can be responsive to the maintenance needs of the various communities. Additionally, this Agreement may be used by other Divisions within Public Works to address similar needs. The on-call services for this Agreement is tentatively scheduled to begin in December 2024, absent any delays due to supply chain issues, unforeseen site conditions, or weather.

DISCUSSION

The Request for Bids (“RFB”) was published on July 25, 2024, and all bids were due and opened on August 29, 2024. The City received the following bids which are the aggregate totals of all hourly rates requested within the bid sheet:

			Bidder		
Item No.	Description	Unit	Mariposa Landscapes, Inc.	JAS Landscape Inc.	Garcia's Landscaping Maintenance Inc.

1	Scheduled On-Call Minor Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	\$ 72.00 /HR	\$ 55.00 /HR	\$ 65.00 /HR
2	Scheduled On-Call Minor Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays	\$ 135.00 /HR	\$ 82.50 /HR	\$ 68.00 /HR
3	Urgent Unscheduled On-Call Minor Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays Work begins within 4 hours	\$ 198.00 /HR	\$ 97.50 /HR	\$ 68.00 /HR
4	Urgent Unscheduled On-Call Minor Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm Work begins within 4 hours	\$ 103.00 /HR	\$ 65.00 /HR	\$ 68.00 /HR
Bid Total:			\$ 508.00	\$ 300.00	\$ 269.00

The lowest bidder is Garcia’s Landscaping Maintenance Inc. (“Garcia’s”) and their bid is responsive to the City’s RFB. Following this determination, procurement staff reviewed all documentation received from Garcia’s and its subcontractors. Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Garcia’s Landscaping Maintenance Inc.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Agreement 32500218 with Garcia’s Landscaping Maintenance Inc. shall not exceed \$3,000,000 for the full term of the Agreement that includes the three-year term and the optional two additional one-year terms, for On-Call Landscape Systems Maintenance and Minor Repair Services.

The Adopted Budget for FY 2024-25 includes costs for these services. Funding shall be provided by various Public Works Divisions based on task orders and available Council-approved funding. There are no guaranteed spending amounts, and each division shall only pay for the services that are rendered.

COMMITTEE OUTCOME

The Public Works & Transportation Committee approved 3-0 on November 12, 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Agreement 32500218

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND
GARCIA'S LANDSCAPING MAINTENANCE, INC.**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Garcia's Landscaping Maintenance, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for On-Call Landscape Systems Maintenance and Minor Repair Services

2. PARTIES.

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

Garcia's Landscaping Maintenance, Inc. ("SERVICE PROVIDER"), a corporation of the State of California, located at 2775 North Ventura Road, Suite 104, Oxnard, California 93036

3. TERM OF AGREEMENT: From: December 4, 2024 To: December 3, 2027

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: \$3,000,000

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy
Exhibit F: Iran Contracting Certification

6. DESIGNATED REPRESENTATIVES.

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

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Anthony Miller	Name: Tenley G. Hernandez
Title: Special Districts Manager	Title: CEO
Phone: 805-200-5334	Phone: 805-479-0168
Email: anthony.miller@oxnard.org	Email: garciasbiz@gmail.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
1060 Pacific Ave. Bldg. 1	
Oxnard, California 93030	

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: sdinvoices@oxnard.org.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER by CITY for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which CITY appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER for anything completed, finished or relating to the Services. CITY's payment shall not constitute nor be deemed a release of the responsibility and liability of SERVICE PROVIDER for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by CITY for any defect or error in the Services performed by SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER shall provide CITY with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of

this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this

Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE

PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers,

employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve SERVICE PROVIDER from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if SERVICE PROVIDER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER's subcontractors, material suppliers, directors, officers, employees, agents and

representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

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

25. LIVING WAGE REQUIREMENTS.

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

26. PREVAILING WAGE REQUIREMENTS.

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

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

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

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. 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.

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before

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

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER will promptly furnish all documents requested by CITY. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER shall maintain and preserve all such records for a period of at least

3 years after final payment under the Agreement or until an audit has been completed and accepted by CITY, whichever occurs later. SERVICE PROVIDER shall maintain all such records in CITY or to promptly reimburse CITY for all reasonable costs incurred in conducting the audit at a location other than in CITY, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or CITY.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER shall not use the name of or refer to CITY directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated

Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

**GARCIA'S LANDSCAPING
MAINTENANCE, INC.**

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates, ²
Purchasing Manager

Tenley Garcia Hernandez _____ Date
CFO

Tenley Garcia Hernandez³ _____ Date
CEO

ATTEST:

Rose Chaparro, CITY Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

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

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

³ The City requires the following for any contract:

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

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

EXHIBIT A

TRADE SERVICE AGREEMENT (CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

SCOPE OF SERVICES

INSERT CITY PROJECT MANAGER FOR THIS AGREEMENT: Anthony Miller / 805-200-5334 / anthony.miller@oxnard.org

Service Provider shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Landscape and Irrigation Systems Minor Repair and Maintenance Services ("Project"), as described in this solicitation and in the Contract Documents, throughout the Contract Term. The Service Provider shall provide on-call minor repair and maintenance services of landscape and irrigation systems located throughout the City of Oxnard as requested through Task Order. Service Provider may be asked to assist with work for multiple divisions/departments throughout the City. Such services may include but are not limited to:

1. Inspect irrigation systems and identify required maintenance needs.
2. Repair, maintain, or replace worn, damaged, or potentially faulty components in irrigation systems.
3. Convert/reconfigure existing irrigation systems and components for proper coverage of landscaped areas.
4. Maintenance of and rehabilitation of landscaped areas.
5. Provide reports on the condition of the landscape and irrigation systems as requested.

Scope of Maintenance Services

The work may take place in any location throughout the City as designated by the Project Manager. This on-call contract may be utilized by all divisions or departments throughout the City.

The Service Provider shall provide on-call maintenance and minor repair of landscaped areas and irrigation systems located within the City of Oxnard as requested through Task Order. Such services may include but are not limited to:

1. Inspect irrigation systems and identify required maintenance needs.
2. Repair, maintain, or replace worn, damaged, or potentially faulty components in irrigation systems.

3. Convert current irrigation systems.
4. Maintenance of or minor replacement of existing landscaped areas.
5. Provide reports on the condition of the landscaped areas and irrigation systems as requested.

All costs for labor for these calls shall be included in the Bid sheets.

Response Time

Service Provider shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these calls shall be included in the Bid sheets.

1. Non-Scheduled Urgent Minor Repair Work:

Service Provider must verbally respond within sixty (60) minutes of telephone notification by the City. Service Provider must be on the site within four (4) hours of the notification and begin work immediately. Urgent minor repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health, or property.

For urgent minor repairs needing time-sensitive attention and authorized to start work ahead of a Task Order/Purchased Order, the Service Provider shall submit to the Project Manager an invoice or cost estimate within 48 hours from the time the work was authorized. The cost estimate shall list the Scope of Work, materials, labor times, schedules, and related items for urgent minor repairs completed and/or underway.

When the extent of urgency is no longer necessary because the threat to public health and safety and/or property is no longer present, the Service Provider shall coordinate with the Project Manager to schedule minor repair and maintenance work. Scope of Work to complete the minor repairs may require a separate cost estimate for non-scheduled urgent minor repairs.

2. Scheduled Minor Repair and Maintenance Work:

Service Provider must verbally respond within four (4) hours of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and service provider before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

Upon issuance of the purchase order for routine maintenance work and minor repairs, the Service Provider is expected to commence the work within three (3) Working Days.

Payment

All work shall be pre-approved by a Purchase Order issued by the Project Manager prior to starting work. The Estimate will include all materials, labor, and taxes. A

separate invoice is required for each Purchase Order issued pursuant to the Contract. Service Provider is required to itemize the number of hours it will take for completion of an Estimate. Material and equipment rentals will be reimbursed at cost (Service Provider must include receipt of purchase with the invoice submitted to the City) plus 15% for material handling and Service Provider will be required to itemize the supplies cost within the Estimate. When requested, the Service Provider shall provide copies of receipts. Freight shall be incorporated into the cost of materials and/or equipment rentals.

Service Provider shall only invoice for time spent at the locations of service. The City shall not pay for time spent in route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Estimate.

To assist with payment processing and avoid payment delays, ALL invoices submitted for payment shall include reference information noted in the Purchase Order. Including but not limited to:

- Invoice Number (Partial or Final Invoice)
- Project Name & Address
- Estimate # & Date
- Purchase Order # & Amount
- Project Manager
- Scope of Work Description

EXHIBIT B

TRADE SERVICE AGREEMENT (CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

SCHEDULE OF COMPENSATION

ITEM NO.	DESCRIPTION	UNIT	Total
1	Scheduled On-Call Minor Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm	\$65.00 /HR
2	Scheduled On-Call Minor Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays	\$68.00 /HR
3	Urgent Unscheduled On-Call Minor Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays Work begins within 4 hours	\$68.00 /HR
4	Urgent Unscheduled On-Call Minor Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm Work begins within 4 hours	\$68.00 /HR

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-D

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

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

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

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

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

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

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

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

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

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance

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

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

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

10/24

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ 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; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER				POLICY INFORMATION:			
Telephone: NAMED INSURED				Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
				☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)			
				APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:			
TYPE OF INSURANCE				CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence				OTHER PROVISIONS			
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____				Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ _____ Telephone: (_____) _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US				AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____			

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: NAMED INSURED		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature (original signature required) Telephone: () Date Signed			

EXHIBIT D

TRADE SERVICES AGREEMENT (CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT (CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER and CITY is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. SERVICE PROVIDER shall, as a penalty to CITY, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. SERVICE PROVIDER shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE

PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. SERVICE PROVIDER shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by SERVICE PROVIDER's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. SERVICE PROVIDER shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. SERVICE PROVIDER shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. SERVICE PROVIDER shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify CITY, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of SERVICE PROVIDER under this Section shall survive Agreement termination.

EXHIBIT F

TRADE SERVICES AGREEMENT (CITY of Oxnard and Garcia's Landscaping Maintenance, Inc.) 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/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 _____



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: December 3, 2024

TO: City Council

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

SUBJECT: Receipt and Filing of Special Tax and Bond Accountability Act Report (SB 165) for Fiscal Year 2023-24.

RECOMMENDATION

Staff recommends the City Council receive and file the Special Tax and Accountability Act Report for the Fiscal Year Ending June 30, 2024.

(This item did not originate in Committee.)

BACKGROUND

To comply with the Local Agency Special Tax and Bond Accountability Act (Accountability Act) of the Government Code of the State of California (Sections 50075.1 and 53410), City Council must accept and file the report for the Community Facilities Districts (CFDs): 1, 2, 2000-3, 3, 4, 5, 8, and 9 Special Taxes for the Fiscal Year ending June 30, 2024.

The Local Agency Special Tax and Bond Accountability Act (the "Act"), enacted on September 19, 2000, only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code. All of the City's existing special tax measures are in compliance with the Act and are included in this report.

The previous fiscal year reports are available on the City website here for reference: <https://www.oxnard.gov/public-works/special-districts>.

DISCUSSION

Pursuant to the Accountability Act (Sections 50075.1 and 53410 of the Government Code of the State of California), an annual report must be filed by the local agency levying the special tax and or issuing a bond measure and shall contain a description of the following: (1) The amount of funds collected and expended; and (2) The status of any project required or authorized to be funded by the special tax and/or bond measure. For Council's review, the Special Tax and Accountability Act Report (SB 165) for the Fiscal Year Ending June 30, 2024, is attached.

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 direct financial impact associated with this action.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. Oxnard SB 165- FY23-24

CITY OF OXNARD

Local Agency Special Tax and Bond Accountability Act (SB 165)

Fiscal Year 2023/24 Reporting

Community Facilities District No. 1

Community Facilities District No. 2

Community Facilities District No. 3

Community Facilities District No. 4

Community Facilities District No. 5

Community Facilities District No. 8

Community Facilities District No. 9

Community Facilities District No. 2000-3

November 2024

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.1 and 53411 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1 and 53410.”

The requirements of the Act apply to the Funds for the following:

Community Facilities District No. 1
(Westport at Mandalay Bay) 2012 Refunding Bonds
August 29, 2012

Purpose of Special Tax

The special tax provides funding for the payment of principal and interest on any outstanding Bonds becoming due and payable during the ensuing calendar year, a necessary replenishment or expenditure of the Reserve Fund, and an amount estimated to be sufficient to pay the Administrative Expenses (including amounts necessary to discharge any rebate obligation) during the ensuing year.

The project funded by the bonds is complete.

Collections and Expenditures

Fund Name	Initial Deposit	6/30/2023 Balance	Total Amount Collected ⁽¹⁾	6/30/2024 Balance ⁽²⁾	Amount Expended ⁽³⁾	Project Status
Special Tax Fund	\$0.00	\$914,576.02	\$633,932.48	\$886,042.03	\$722,666.23	Ongoing
Improvement Fund	7,612,451.54	0.00	0.00	0.00	7,612,451.54	Closed

(1) Estimated based on the Fiscal Year 2023/24 levy amount, less delinquencies.

(2) Estimated based on the City's provided fund balances.

(3) Unaudited. Provided by the City.

SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.1 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1”

The requirements of the Act apply to the Funds for the following:

Community Facilities District No. 2
Westport at Mandalay (Services)
October 3, 2000

Purpose of Special Tax

The special tax provides funding to maintain the improvements funded by Community Facilities District No. 1 and for police services.

The project is ongoing on an annual basis.

Collections and Expenditures

Fund Name	06/30/2023 Balance	Amount Collected ⁽¹⁾	Amount Expended ⁽²⁾	06/30/2024 Balance ⁽³⁾
Operating Fund	\$1,323,680.13	\$552,179.78	\$540,421.79	\$1,335,438.12

(1) Estimated based on the Fiscal Year 2023/24 levy amount, less delinquencies.

(2) Estimated based on the City’s provided fund balances.

(3) Unaudited. Provided by the City.

SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.1 and 53411 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1 and 53410.”

The requirements of the Act apply to the Funds for the following:

Community Facilities District No. 2000-3
(Westport at Mandalay Bay) 2012 Refunding Bonds
August 29, 2012

Purpose of Special Tax

The special tax provides funding for the payment of principal and interest on any outstanding Bonds becoming due and payable during the ensuing calendar year, a necessary replenishment or expenditure of the Reserve Fund, and an amount estimated to be sufficient to pay the Administrative Expenses (including amounts necessary to discharge any rebate obligation) during the ensuing year.

The project is ongoing on an annual basis.

Collections and Expenditures

Fund Name	Initial Deposit	6/30/2023 Balance	Total Amount Collected ⁽¹⁾	6/30/2024 Balance ⁽²⁾	Amount Expended ⁽³⁾	Project Status
Special Tax Fund	\$0.00	\$2,715,527.78	\$513,498.61	\$2,656,510.59	\$572,515.80	Ongoing
Improvement Fund	\$8,858,705.36	0.00	0.00	0.00	\$8,858,705.36	Closed

(1) Estimated based on the Fiscal Year 2023/24 levy amount, less delinquencies.

(2) Estimated based on the City's provided fund balances.

(3) Unaudited. Provided by the City.

SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.1 and 53410 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1 [and] 53410.”

The requirements of the Act apply to the Funds for the following:

Community Facilities District No. 3
(Seabridge at Mandalay Bay) Series 2013 Refunding Bonds
August 8, 2013

Purpose of Special Tax

The special tax provides funding for the payment of principal and interest on any outstanding Bonds becoming due and payable during the ensuing calendar year, a necessary replenishment or expenditure of the Reserve Fund, and an amount estimated to be sufficient to pay the Administrative Expenses (including amounts necessary to discharge any rebate obligation) during the ensuing year.

The project is ongoing on an annual basis.

Collections and Expenditures

Fund Name	Initial Deposit	6/30/2023 Balance	Total Amount Collected ⁽¹⁾	6/30/2024 Balance ⁽²⁾	Amount Expended ⁽³⁾	Project Status
Special Tax Fund	\$0.00	\$1,807,729.70	\$1,848,898.86	\$1,740,156.77	\$1,916,471.79	Ongoing
Improvement Fund	26,444,360.35	0.00	0.00	0.00	26,444,360.35	Closed

(1) Estimated based on the Fiscal Year 2023/24 levy amount, less delinquencies.

(2) Estimated based on the City's provided fund balances.

(3) Unaudited. Provided by the City.

SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.1 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1.”

The requirements of the Act apply to the Funds for the following:

Community Facilities District No. 4
Seabridge at Mandalay Bay (Services)
November 23, 2004

Purpose of Special Tax

The special tax provides funding to maintain the improvements from the bond issue of Community Facilities District No. 3 and for police services.

The project is ongoing on an annual basis.

Collections and Expenditures

Fund Name	06/30/2023 Balance	Amount Collected ⁽¹⁾	Amount Expended ⁽²⁾	06/30/2024 Balance ⁽³⁾
Operating Fund	\$2,701,721.68	\$1,138,606.18	\$734,578.99	\$3,105,748.87

(1) Estimated based on the Fiscal Year 2023/24 levy amount, less delinquencies.

(2) Estimated based on the City’s provided fund balances.

(3) Unaudited. Provided by the City.

SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.1 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1.”

The requirements of the Act apply to the Funds for the following:

Communities Facilities District No. 5
Riverpark
July 26, 2005

Purpose of Special Tax

The special tax provides funding for various maintenance services throughout the district including street and landscape maintenance, police and fire suppression services, and administration.

The projects are ongoing on an annual basis.

Collections and Expenditures

Fund Name	06/30/2023 Balance	Amount Collected ⁽¹⁾	Amount Expended ⁽²⁾	06/30/2024 Balance ⁽³⁾
Special Tax Fund	\$1,439,924.88	\$3,242,468.90	\$3,292,982.40	\$1,389,411.38

(1) Estimated based on the Fiscal Year 2023/24 levy amount, less delinquencies.

(2) Estimated based on the City’s provided fund balances.

(3) Unaudited. Provided by the City.

SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1”

The requirements of the Act apply to the Funds for the following:

Community Facilities District No. 8
(Sakioka Farms)
May 3, 2020

Purpose of Special Tax

The special tax provides funding to maintain the improvements funded by Community Facilities District No. 8 and fire protection services.

The projects are ongoing on an annual basis.

Collections and Expenditures

Fund Name	06/30/2023 Balance	Amount Collected ⁽¹⁾	Amount Expended ⁽²⁾	06/30/2024 Balance ⁽³⁾
Special Tax Fund	\$0.00	\$550,736.40	\$465,490.22	\$85,246.18

(1) Estimated based on the Fiscal Year 2023/24 levy amount, less delinquencies.

(2) Estimated based on the City’s provided fund balances.

(3) Unaudited. Provided by the City.

SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1”

The requirements of the Act apply to the Funds for the following:

Community Facilities District No. 9
(Northshore at Mandalay Bay)
October 26, 2021

Purpose of Special Tax

The facilities proposed to be financed by the CFD are public infrastructure facilities and other governmental facilities, including fees related thereto including, but not limited to, all or a portion of sanitary sewer, water, street, storm drain and park facilities, public art, or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs.

Services proposed to be provided for and financed by the CFD include, but are not limited to, landscaping, streetlighting, maintenance of sewer, storm drain, irrigation systems and parks, Edison Canal and Channel Island Harbor maintenance, and weed abatement.

Additionally, remediation services, incidental expenses, and administrative expenses may be funded by the CFD.

The projects are ongoing on an annual basis.

Collections and Expenditures

Fund Name	06/30/2023 Balance	Amount Collected ⁽¹⁾	Amount Expended	06/30/2024 Balance
Special Tax Fund	\$0.00	\$0.00	\$0.00	\$0.00

(1) The CFD was not levied in Fiscal Year 2023/24 or prior years.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: December 3, 2024
TO: Oxnard Housing Authority
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Third Amendment to Agreement 9292-01-HO for Security Services.

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize the Executive Director to execute a Third Amendment to Agreement 9292-21-HO with Alltech Industries, Inc. in the amount of \$105,963.12 for a total agreement value of \$408,612.24 using funds from the Low Rent Public Housing Operating Funds budget and Housing Choice Voucher Administrative Fees budget.

(This item did not originate in Committee because it is a continuation of an item previously approved by the Board of Commissioners.)

BACKGROUND

The Housing Authority of the City of Oxnard owns and operates 523 public housing units scattered throughout Oxnard. In 2020, the Resident Advisory Board consisting of Tenant Commissioners, public housing residents, and Section 8 program participants requested a meeting with the Housing Authority of the City of Oxnard to discuss safety concerns at various public housing sites. Residents of the Pleasant Valley Village and Colonia Village sites expressed concerns about an increase in criminal activity coupled with excessive unauthorized parking. Residents also expressed concern about the number of unauthorized individuals loitering in common areas that are not visible and vandalizing vacant units.

In February 2021, the Housing Authority of the City of Oxnard solicited bids for security services for various public housing properties. The Board of Commissioners of the Housing Authority of the City of Oxnard then approved and authorized the Executive Director to execute Agreement Number 9292-21-HO on September 7, 2021. The initial term was from September 13, 2021 to September 12, 2022. That agreement allowed the option to extend the initial term of the agreement for up to three additional one-year terms.

The Housing Authority of the City of Oxnard extended the original agreement two times. The First Amendment extended the term by one year as well as increased the hourly rate and decreased the patrol hours from twelve to eight hours. The Second Amendment extended the term for an additional year, as well as increased the hourly rate and changed the patrol schedule. The Second Amendment expired on September 30, 2024.

DISCUSSION

With the security contractor in place, the issues communicated by residents have significantly decreased. Based on the satisfactory performance and continued need for services, the Housing Authority of the City of Oxnard seeks approval to extend the contract term for a final year through September 30, 2025. The existing agreement expired on September 30, 2024, however the agreement has the option to extend which staff is seeking. The contractor has agreed to continue services at the current rate to provide adequate time for presenting the proposed one-year extension and updated hourly rate to the Housing Board of Commissioners for approval. This arrangement ensures that there will be no disruption to services for the OHA's public housing residents. While the proposed Third Agreement will take effect on September 30,

2024, the new hourly rate will not be implemented until December 1, 2024. Under the proposed amendment, the patrol services hourly rate will increase from \$33.99 to \$36.75 per hour effective December 1, 2024. The patrol hours will remain at eight hours per day.

The scope of work includes routine patrolling, security services, and parking enforcement during non-business hours at the Pleasant Valley Village, Colonia Village, Felicia Court, Cuesta del Mar, Fashion Park, Hill Street, Concord Drive, Althea Court and Fremont Way public housing sites plus the Housing Authority offices. The contractor provides patrol services with marked patrol vehicles and unarmed security officers. Foot patrols are required behind buildings and dark areas where activity is noticed. All patrol visits are on a rotating basis, three times per day, seven nights a week from 10 pm to 6 am. The contractor provides daily reporting and works with staff and the Oxnard Police Department to ensure the safety of residents. In the event of illegal activities, a full report is provided to the Housing Authority of the City of Oxnard the next business day.

The security contractor also enforces parking policies, including contacting towing services to remove vehicles that are in an unsafe condition or parked in red fire lanes and in front of trash bins. The security contractor also reports maintenance problems in the community identified during patrolling. If the repair is an emergency item, such as broken windows, the security company contacts the on-call staff member immediately. Lastly, vacant units are inspected nightly to ensure there is no visible vandalism, forced entry or other related issues.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

This item does not impact any City of Oxnard fund. The \$105,963.12 needed for this Third Amendment to Agreement 9292-21-HO is included in the Housing Authority's adopted Fiscal Year 2024–2025 Low Rent Public Housing Operating Funds budget and Housing Choice Voucher Administrative Fees budget.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by the Board of Commissioners on September 7, 2021.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement 9292-21-HO
2. First Amendment to Agreement 9292-21-HO
3. Second Amendment to Agreement 9292-21-HO
4. Third Amendment to Agreement 9292-21-HO

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("**Agreement**") is entered into in Ventura County, California, this 20th day of April, 2021, by and between the Oxnard Housing Authority ("**Authority**") and Alltech Industries, Inc. ("**Vendor**"), subject to the following terms and conditions:

1. This Agreement is a firm-fixed price contract as defined by 24 CFR 85.36(4)(D) and the Department of Housing and Urban Development (HUD) Handbook 7460.8., rev. 2.
2. Vendor promises and agrees to furnish to Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the Authority with Security Monitoring services (the "**Services**"). The Services are more particularly described in **Exhibit A** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
3. Vendor shall complete the Services within the term of this Agreement as specified in Section 4 below. Vendor shall be excused for delays resulting from causes beyond the reasonable control of Vendor as determined by the Authority. Authority agrees to amend the performance termination date whenever Vendor is delayed by action or inaction of Authority and Vendor promptly notifies the Authority through the Housing Director of such delays.
4. The initial term of this Agreement shall begin on September 13, 2021 and shall end on September 12, 2022 (the "**Initial Term**"), unless terminated sooner as provided in this Agreement. Authority, in its sole and absolute discretion, shall have the option to extend the Initial Term of the Agreement for up to three (3) additional one-year terms (each an "**Extension Term**") through a written amendment signed by both Authority and Vendor at the rates provided in **Exhibit B**. In the event Authority desires to exercise its option to extend the Agreement for an Extension Term, Authority shall provide Vendor notice of its likely intention to extend the term of the Agreement at least ninety (90) days prior to expiration of the Initial Term or any Extension Term. In the event Authority and Vendor have not executed a written amendment extending the term of the Agreement at least thirty (30) days prior to expiration of the Initial Term or any Extension Term, Authority shall provide Vendor an additional notice of its likely intention to extend the term of the Agreement and issue to Vendor a formal written amendment of the Agreement term. Authority may terminate this Agreement at any time, with or

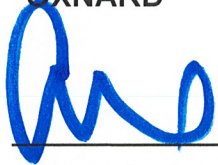
5. Vendor may not provide the Services under this Agreement until Authority has provided vendor with a written Notice to Proceed. Such notice shall specify the date the Services are to commence. No payments will be made to Vendor for any Services provided prior to the effective date of the Notice to Proceed.
6. Authority agrees to pay Vendor for the Services at the not to exceed rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.
7.
 - a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless Authority, its Commission, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.
 - b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to Authority for reimbursement of reasonable attorneys' fees and defense costs.
 - c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions

of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

8.
 - a. Vendor shall obtain and maintain during the performance of the Services the insurance coverages specified in Insurance Attachment **INS-4**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Administrative Services Manager, unless the Administrative Services Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.
 - b. Vendor shall, prior to performance of the Services, file with the Administrative Services Manager evidence of insurance coverage as specified in Insurance Attachment **INS-4**. Evidence of insurance coverage shall be forwarded to the Administrative Services Manager, addressed as specified in Insurance Attachment **INS-4**.
 - c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.
9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of Authority.
10. Vendor shall not, without the written consent of Authority's Contracting Officer, assign this Agreement, or any interest therein, or any money due thereunder.
11. In providing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations, including laws requiring the payment of prevailing wages. Before providing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City of Oxnard business tax certificate.
12. The Services provided under this Agreement are paid totally or in part by funding provided by the Department of Housing and Urban Development (HUD) and as such, Contractor shall also fully and adequately comply with the provisions included in **Exhibit D** (General Conditions for Non-Construction Contracts) attached hereto and incorporated herein by this reference ("**Federal Requirements**"). In the event there is a conflict between the Federal Requirements and the terms of this Agreement and/or provisions of state law, the more stringent requirement shall control.
13. This Agreement may be amended only by a written document signed by both Authority and Vendor.

14. Any notices to Vendor may be delivered personally or by mail addressed to: Alltech Industries Inc., P.O. Box 4042, Montebello, CA 90640.
15. This Agreement constitutes the entire agreement of Authority and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

**HOUSING AUTHORITY OF CITY OF
OXNARD**



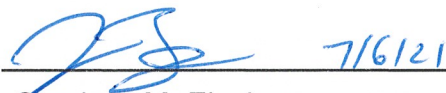
Emilio Ramirez
Housing Director

VENDOR



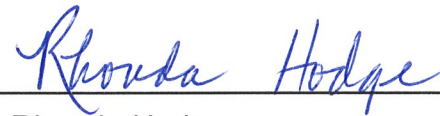
Hilda Perez
President

APPROVED AS TO FORM:



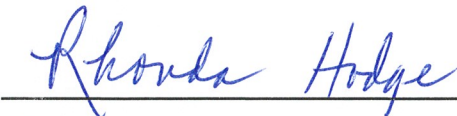
Stephen M. Fischer
Housing General Counsel

APPROVED AS TO INSURANCE:



Rhonda Hodge
Housing Finance Officer

APPROVED AS TO COMPLIANCE:



Rhonda Hodge
Contract Administrator

EXHIBIT A

SCOPE OF WORK

All work performed by Contractor pursuant to this Agreement shall be performed according to industry standards as well as federal, State, local legal requirements, and to the satisfaction of the Authority. The Contractor shall provide security patrol services with marked patrol vehicles, utilizing unarmed guards.

Contractor's repeated failure, as determined by Authority, to provide satisfactory service shall result in termination of Contractor's contract for nonperformance. The Authority shall document the Contractor's failure to satisfactorily perform pursuant to this Agreement. Should the Contractor fail to satisfactorily perform the Services detailed in this Agreement, the Authority may prevent the Contract from bidding on services provided by the Authority.

These services shall include the following:

The Contractor shall provide patrol service with marked patrol vehicles, unarmed security officers, and provide the Authority with records detailing the number of visits contracted by Contractor. Contractor's officers shall provide heavy visibility and patrols (foot patrols are required behind buildings and dark areas where any activity is noticed) of all common areas of Housing Authority properties. For each location identified below, the Contractor shall provide a detailed report on the activities and incidents of each serviced day by no later than 10am the following morning.

Contractor shall provide coverage for all Authority sites as follows:

Three routine patrol visits, (including foot patrols) seven nights a week from 6 pm to 6 am. a week. All patrol visits shall be on a rotating random basis. Patrols should not be at the same time on any given evening or day of the week. Each patrol visit should include a foot patrol around community buildings and offices. Contractor shall notify the Oxnard Police Department immediately of any unlawful activity.

Services for the complexes shall at a minimum include:

Communication System

Contractor shall provide daily reports of all patrols and activities for each site within 24 hours of patrol noting condition of properties, any actions taken, etc. Also, in the event of illegal activities, a full report will be made available to property manager within 12 hours of event. Photos are also to be included in reports.

Contractor shall provide a toll free or local telephone contact number. Also, must maintain a data base for historical retrieval of information.

Order

Contractor shall provide a plan to combat trespassing, loitering and substance abuse.

Vehicles

Contractor shall provide a system to document, photograph, notify vehicle owner/residents, and keep track of problem vehicles and provide and issue citations for inoperable vehicles. Also, will contact OHA approved towing service and with approval from OHA remove previously identified inoperable vehicles or vehicles that are in an unsafe condition and/or parked in red fire lanes and in front of trash bins.

Servicing of Notices

Contractor shall provide, on an as-needed basis the service of notices. Service of notices shall be initiated within a minimum of 24 hours from receipt of request for service and submit copy of proof of service no later than 48 hours from date of service.

Maintenance Requests

Contractor shall, during their patrol, notate in writing any possible maintenance problems within the community to the property manager the following business day during normal business hours. Items to be included in this are broken windows, burned out lights, burned out security lighting, broken gates, etc. Emergency items should be called in to the On-Call Maintenance Person as needed.

Vacant Apartment Inspections

OHA will provide a list of vacant apartment/units for inspection to the contractor. The contractor shall conduct a **nightly** inspection of the vacant units. Contractor shall look for instances of vandalism, forced entry or other maintenance related issues and provide documentation to the property manager.

Service Locations

Services are to be provided at the following locations:

Service Sites:

Pleasant Valley 100-unit complex at Trevino Terrace and Squires Drive. Service Site also includes: Head Start Facility/2 standing vacant units and Administration, Maintenance and Shop/Warehouse at 5200 Squires Drive.	Colonia Village 70-unit complex located at Juanita & Marquita Streets, Gloria Court and Colonia Road. Service Site also includes Administration, Maintenance and Shop/Warehouse at 300 N Marquita. Also includes Administration Buildings located at 1470 Colonia Road and 1500 Camino Del Sol.
Felicia Court 100-unit complex at 1201-1363 Felicia Court. Service Site also includes vacant lots located on Carmelita, Dolores, and Eliza Courts.	

Scattered Sites:

640-666 Cuesta Del Mar (12 units)	2940-3026 Concord Drive (20 units)
230-257 Fashion Park (24 units)	1341-1387 Althea Court (20 units-8 units have been demolished)
215-237 West Hill Street (12 units)	1330-1356 Fremont Way (12 units)

If additional sites are added at a future date or additional services are needed, a separate cost proposal will be obtained for the additional site or service.

EQUAL EMPLOYMENT OPPORTUNITIES

During the performance of this agreement, Contractor/Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

APPROPRIATE LICENSE

Contractor shall be licensed in accordance with provisions of the Business and Professions Code: Private Security Services Act, Article 3 Section 7582. Additionally, all guards must possess the appropriate license issued by the State of California BSIS and local law enforcement. Contractor shall detail in their proposal what their recordkeeping procedure is for ensuring that employees are current on all licensing requirements.

All Contractors/Firms will be required to obtain the required business license.

WAGES

Must comply with local California wage compliance laws.

SECURITY PERSONNEL

All security personnel shall meet the requirements established for private security services by the State of California Bureau of Security and Investigative Services. Contractor shall detail the training, background investigation process for their officers.

EXHIBIT "B"

Cost Structure

Alltech Industries Inc. will furnish Oxnard Housing Authority licensed and insured security officers. The hourly rates for this project are:

\$24.28/hr. - Un-armed Vehicle Patrol Services

\$106,055.04 yearly cost.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2021

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THINK Ins & Fin Svs, LLC 101 W Mission Blvd Suite 224 Pomona CA 91766		CONTACT NAME: Joseph Esparza PHONE (A/C, No, Ext): 8554844654 E-MAIL ADDRESS: joe@think-ins.com FAX (A/C, No):																									
INSURED ALLTECH INDUSTRIES, INC. 16350 MOJAVE DR VICTORVILLE CA 92395		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>INFINITY SELECT INS CO</td><td>NAIC #</td><td>20260</td></tr><tr><td>INSURER B:</td><td>STATE COMPENSATION INSURANCE FUND</td><td></td><td>35076</td></tr><tr><td>INSURER C:</td><td>ZURICH / STEADFAST INSURANCE CO</td><td></td><td>26387</td></tr><tr><td>INSURER D:</td><td></td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	INFINITY SELECT INS CO	NAIC #	20260	INSURER B:	STATE COMPENSATION INSURANCE FUND		35076	INSURER C:	ZURICH / STEADFAST INSURANCE CO		26387	INSURER D:				INSURER E:				INSURER F:			
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INSURER C:	ZURICH / STEADFAST INSURANCE CO		26387																								
INSURER D:																											
INSURER E:																											
INSURER F:																											

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ ERRORS & OMISSIONS ☒ ASSAULT & BATTERY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	EOL0288581-03	03/20/2021	03/20/2022	EACH OCCURRENCE \$ 5,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 5,000,000						
	GENERAL AGGREGATE \$ 5,000,000						
							PRODUCTS - COMP/OP AGG \$ 5,000,000
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	504581038526001	02/16/2021	02/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$ 1,000,000						
	\$						
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	9218054-2021	03/17/2021	03/17/2022	☒ 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						
A	THIRD PARTY EMPLOYEE DISHONESTY	Y	Y	EOL0288581-02	03/20/2021	03/20/2022	EACH OCCURRENCE 100,000

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

PROJECT #: A-8293 ARMED SECURITY SVCS

"Ongoing Operations" Included on Additional Insured Endorsement.

"Primary Non-Contributory" Wording included in policy (see attached)

(SEE ATTACHED ACORD 101)

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard Housing Authority Attn: (cont. in ACORD 101) P.O. Box 100085 - OX Duluth GA 90096	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 Joseph Esparza

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY THINK Ins & Fin Svs, LLC		NAMED INSURED ALLTECH INDUSTRIES, INC.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate Of Liability Insurance

**Certificate Holder Name:

City of Oxnard Housing Authority Attn: Insurance Compliance

Reference No. A-8293 Armed Security Svcs

Agreement No. 9292-21-HO

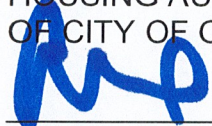
FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("Amendment") to the Agreement for Trade Services Contract ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of August, 2022 by and between the Oxnard Housing ("OHA"), and Alltech Industries, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on April 20, 2021, by OHA and Alltech Industries, Inc.

OHA and Vendor agree as follows:

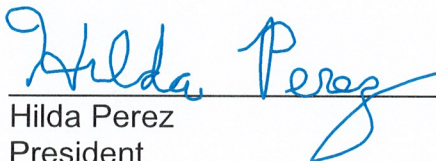
1. The Contract expiration date is changed from September 12, 2022 to September 30, 2023.
2. The hourly rate will increase from \$24.28 to \$31.77.
3. The routine patrol visits will decrease from 12 hours per day to 8 hours per day.
4. As so amended, the Agreement remains in full force and effect.

HOUSING AUTHORITY
OF CITY OF OXNARD



Emilio Ramirez
Housing Director

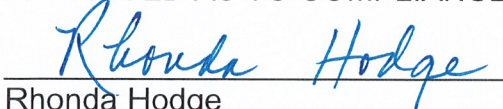
ALLTECH INDUSTRIES, INC.



Hilda Perez
President

08/18/2022

APPROVED AS TO COMPLIANCE:



Rhonda Hodge
Contract Administrator

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

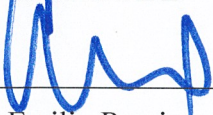
This Second Amendment ("Amendment") to the Agreement for Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of September, 2023 by and between the Housing Authority of the City of Oxnard, and Alltech Industries, Inc. This Second Amendment amends the Agreement entered into on April 20, 2021, by the Housing Authority of the City of Oxnard and Alltech Industries, Inc. The agreement had been previously amended by the First Amendment entered into on August 11, 2022.

The Housing Authority of the City of Oxnard and Alltech Industries, Inc. agree as follows:

1. In Section 4 of the Agreement, the expiration date is hereby amended from "September 30, 2023" to "September 30, 2024."
2. In Exhibit B of the Agreement, the Un-armed Vehicle Patrol Services Hourly Rate is hereby amended from "\$31.77" to "\$33.99."
3. In Exhibit B of the Agreement, the yearly cost is hereby amended from "\$106, 055.04" to "\$99,250.80."
4. In Exhibit A of the Agreement, the first sentence of the fourth paragraph is deleted and replaced with, "36 routine patrol visits, (including foot patrols) seven nights a week from 10 p.m. to 6 a.m."
5. As so amended, the Agreement remains in full force and effect.

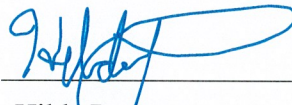
The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

HOUSING AUTHORITY OF THE CITY
OF OXNARD



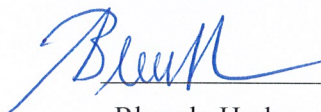
Emilio Ramirez
Housing Director

ALLTECH INDUSTRIES, INC.



Hilda Perez
President

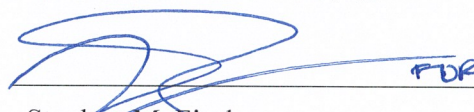
APPROVED AS TO COMPLIANCE



Rhonda Hodge
Contract Administrator

Brenda Lopez for Rhonda Hodge

APPROVED AS TO FORM



Stephen M. Fischer
Housing General Counsel

Agreement Number 9292-21-HO

THIRD AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Third Amendment (“Amendment”) to the Agreement for Trade Services Contract (“Agreement”) is made and entered into in the County of Ventura, State of California, this 3rd of December, 2024 by and between the Housing Authority of the City of Oxnard (“OHA”), and Alltech Industries, Inc. (“Vendor”). This Third Amendment amends the Agreement entered into on April 20, 2021, by OHA and Alltech Industries, Inc. The agreement had been previously amended by the First Amendment entered into on August 11, 2022 and the Second Amendment entered into on September 19, 2023.

OHA and Vendor agree as follows:

1. Pursuant to Section 4 of the Agreement, the Authority is exercising the third and final extension term. The Agreement will be extended for one additional year beginning on September 30, 2024 through September 30, 2025. There are no remaining option terms.
2. Exhibit B of the Agreement is hereby as amended as follows: the Un-armed Vehicle Patrol Services Hourly Rate is increased from \$33.99 to \$36.75, which will be in effect on December 1, 2024 through September 30, 2025.
3. Exhibit B of the Agreement is hereby amended as follows: the yearly cost is increased from \$99,250.80 to \$105,963.12 for the third and final option term.
4. The routine patrol visits will remain at 8 hours per day.
5. As so amended, the Agreement remains in full force and effect.

Housing Authority of the City of Oxnard

Alltech Industries, Inc.

Emilio Ramirez, Director

Hilda Perez, President

Approved as to Compliance

Rhonda Hodge, Contract Administrator

Approved as to Form

Stephen M. Fischer, Housing General Counsel

This Agreement may be transmitted and signed by electronic or digital means by any or all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: December 3, 2024

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Third Amendment to Agreement No. 9722-22-FN for Police Department Car Wash Services - New Image 2000.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Third Amendment to Agreement 9722-22-FN with New Image 2000 car wash services for the Oxnard Police Department, and approve a \$12,500 increase to the Agreement's not to exceed amount for a total agreement value of \$212,000.

(This item did not originate in Committee)

BACKGROUND

The City of Oxnard Police Department has an agreement with New Image 2000 car wash service to wash the police department's fleet of vehicles. This service covers approximately 138 vehicles that are currently operated by the Oxnard Police Department. Most vehicles are washed on a weekly basis.

On June 30, 2022, The Oxnard Police Department entered into a one (1) year Agreement, 9722-22-FN, with New Image 2000, car wash service to wash and clean vehicles for the City of Oxnard Police Department. Due to the value of the agreement, the agreement did not require council approval and was approved by the Purchasing Department for the amount of \$125,000.

On June 19, 2023, a First Amendment was approved adding an additional year (to June 30, 2024) to the agreement and an additional \$50,000, bringing the total amount of the agreement to \$175,000.

On July 1, 2024, a Second Amendment was approved to include an additional \$24,500, bringing the total amount of the agreement to \$199,500. An additional six months was added to this agreement (end date of December 31, 2024).

DISCUSSION

The City does not own a designated wash facility to accommodate washing vehicles regularly. Vehicle and commercial vehicle washing is an important element for a safe, clean, and sanitary work environment. Vehicles are washed to reduce potential safety hazards to operators and their equipment. Regular washing also reduces the build-up of rust and corrosion, thus lowering vehicle maintenance costs. A consistently clean fleet provides a safe and clean working environment.

The agreement will expire December 31, 2024. The Oxnard Police Department is seeking a Third Amendment to this agreement to add \$12,500 for a not to exceed \$212,000. This Third Amendment will bring the contract value to greater than \$200,000, thus requiring City Council approval. The additional contract amount is needed to accommodate additional washes, however the funding is already approved within City's Fiscal Year 2024-2025 budget.

The Police Department will seek a Request for Bid to enter into a new car wash contract for 2025. Should a contract not be in place by the time this contract expires, the Police Department will utilize a drive-thru car wash service on an as needed basis.

New Image 2000, is responsible for acquiring, operating and maintaining all equipment and permits providing mobile washing and cleaning of passenger vehicles, pickup trucks, special use vehicles, and large specialty vehicles, such as the mobile command post. New Image 2000 shall comply with City Ordinance No. 2806, concerning the reduction of pollutants in stormwater discharges associated with mobile car washing activities.

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 sufficient funding in the Police department's FY2024-2025 operating budget to cover the \$12,500 additional cost.

For Finance Use Only: General Fund Police (Org. 1012111 Obj. 55030).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Edgar Fernandez, Police Commander

ATTACHMENTS

1. New Image 2000 Third Amendment 9722-22-FN
2. New Image 2000 Second Amendment 9722-22-FN
3. New Image 2000 First Amendment 9722-22-FN
4. New Image 2000 Agreement 9722-22-FN

THIRD AMENDMANT TO TRADE SERVICES AGREEMENT

This Third Amendment (“Third Amendment”) to the Trade Services Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of December, 2024, by and between the City of Oxnard, a municipal corporation (“City”), and New Image 2000 (“Vendor”). The agreement had been previously amended by the First Amendment entered into on June 30, 2023 and the Second Amendment entered into on July 1, 2023, by City and Vendor.

City and Vendor agree as follows:

1. The “amount” in the Second Agreement is hereby amended to and increased from “\$199,500” to the new amount of “**\$212,000.**”
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties herto have executed the Amendment on the date first written above.

CITY OF OXNARD

NEW IMAGE 2000

_____	_____	_____	_____
☐ John C. Zaragoza, Mayor	Date	Ramon Marquez, Owner	Date

ATTEST:

_____	_____
Rose Chaparro, City Clerk	Date
(Only if Mayor signs)	

APPROVED AS TO FORM:

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

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of ~~May~~ ^{June}, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and New Image 2000 ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2023, by City and Vendor.

City and Vendor agree as follows:

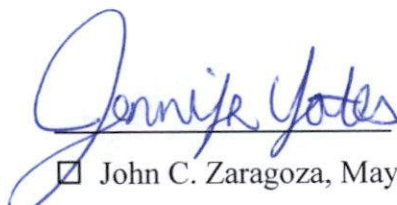
1. The "date" in Section 5 of the Cover Page of the Agreement is hereby amended to "December 31, 2024."
2. The "amount" in Section 6 of the Cover Page of the Agreement is hereby amended to "199,500."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties herto have executed the Amendment on the date first written above.

CITY OF OXNARD

NEW IMAGE 2000

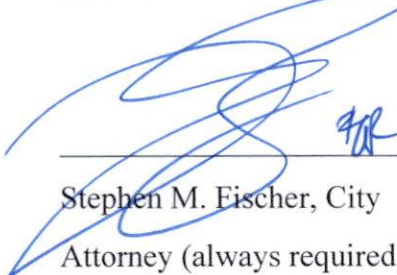
 6/6/24
☒ John C. Zaragoza, Mayor Date
☒ Jennifer Yates, Purchasing Agent

Ramon Marquez, Owner Date

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 6/4/24

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

AGREEMENT/AMENDMENT REVIEW FORM
Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: New Image 2000 Agreement No: 9722-22-FN
Address: 4412 Anchorage Street, Oxnard, CA 93033
Contact Name: Ramon Marquez Email: Newimagencw2000@yahoo.com Phone: 805-750-3239
Bus. Tax Cert. No.: 22-00111509 Sec. of State ID: N/A DIR No.: N/A
INS- D Committee Date: N/A Council Date: N/A
Bid No.: FN22-81 Committee Agenda #: N/A Council Agenda #: N/A

Department: Police Project Manager: Sgt. Miguel Serrato
Project Administrator: Jordan Au Admin. Email/ Phone: Jordan.au@oxnardpd.org ext. 7649
Type of Agreement: Trade Services Agmt (TSA) Contingency Requested: \$ N/A
Agreement Term: 2 Years EISPM Funds Requested: \$ N/A
Termination Date: 6/30/24 Value of Agreement: \$ 125,000
Munis Acct. No: TBD - Citywide Amendment No.: 1
Project No.: N/A Value of Amendment: \$ 50,000
Budget Appropriation Required: YES / NO ☒ Combined Total Value (w/ Amendment): \$ 175,000
NSS Agreement: YES / NO ☒
Project Name / Description: Citywide mobile washing/detailing services. This amendment is for time and money.

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Trade Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2023, by and between the City of Oxnard, a municipal corporation ("City"), and New Image 2000 ("Vendor"). This First Amendment amends the Agreement entered into on July 1, 2023, by City and Vendor.

City and Vendor agree as follows:

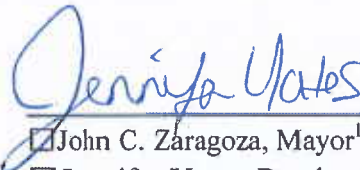
1. The "date" in Section 5 of the Cover Page of the Agreement is hereby amended to "June 30, 2024".
2. The "amount," in Section 6 of the Cover Page of the Agreement is hereby amended to "\$175,000."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

NEW IMAGE 2000

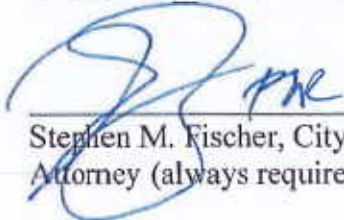
 6/19/23
☐ John C. Zaragoza, Mayor¹ Date
☒ Jennifer Yates, Purchasing Agent²

 06/16/23
Ramon Marquez, Owner Date

ATTEST:

N/A
Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 6/18/23
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.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

NEW IMAGE 2000

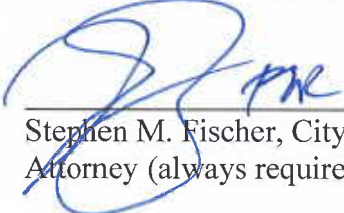
☐ John C. Zaragoza, Mayor¹ _____ Date _____
☒ Jennifer Yates, Purchasing Agent² _____

Ramon Marquez, Owner _____ Date _____

ATTEST:

N/A
Rose Chaparro, City Clerk _____ Date _____
(only if Mayor signs)

APPROVED AS TO FORM:

 _____
Stephen M. Fischer, City Attorney (always required) _____
6/13/23
Date

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

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

AGREEMENT/AMENDMENT REVIEW FORM
Please write in N/A for any section that is not applicable

Contractor/Vendor/Consultant: New Image 2000 **Agreement No:** 9722-22-FN
Address: 4412 Anchorage Street, Oxnard, CA 93033
Contact Name: Ramon Marquez **Email:** Newimagencw2000@yahoo.com **Phone:** 805-750-3239 **INS-** D
Committee Date: N/A **Council Date:** N/A
Committee Agenda #: **Council Agenda #:**

Department: Finance **Contingency Requested:** \$ 0
Project Manager: Patricia Garcia **EISPM Funds ¹ Requested:** \$ 0
Phone: 805-38-57538 **Value of Agreement :** \$ 125,000.
Email: Patricia.garcia@oxnard.org **Amendment No:** N/A
Type of Agreement: Trade Services Agreement **Value of Amendment:** \$ N/A
Business Tax Cert No. 22-00111509 **Current Agr. Val. (w/amendments)** \$ 125,000.
Secretary of State ID: N/A **P.O. No. (if existing agreement):** N/A
Agreement Term: One year **Req. No. (if new agreement):** 6285
Termination Date: 6/30/23 **Funding Source:** Various
Bid No.: Proposal #: FN22-81 **Account No.²:** TBD
NSS Control #: N/A

Purpose of Agreement/Amendment: Vendor to provide citywide vehicle mobile washing and detailing services.

Review Sequence (please write in N/A for any steps not required)

1. Project Manager
2. Division Manager
3. Assistant Department Director
4. Department Director
5. General Accounting (for Leases only)
6. Budget Management
7. Risk Management³
8. City Attorney
9. Contractor/Vendor/Consultant (signs contract; no need to initial this form)
10. Buyer⁵
11. Purchasing Manager⁶
12. City Manager/ACM⁷
13. Mayor⁸
14. City Clerk⁹

Initials	Date
<u>Ry</u>	<u>8/8/22</u>
<u>J</u>	<u></u>
<u>For BG</u>	<u>8/9/22</u>
<u>N/A</u>	<u></u>
<u>N/A</u>	<u></u>
<u>mm</u>	<u>8/9/22</u>
<u>JS</u>	<u>8/9/22</u>
<u>N/A</u>	<u></u>
<u>cm</u>	<u>8/11/2022</u>
<u>N/A</u>	<u></u>

AGREEMENT/AMENDMENT/CHANGE ORDER REVIEW FORM - PAGE 2

This page is required if contingency or EISPM funds are requested and the item is NOT going to City Council for award.

Contractor/Vendor/Consultant: _____ N/A _____ Agreement No: _____

To be signed by City Manager, Purchasing Manager or Buyer Awarding the Contract if Contingency, EISPM Funds, or Both are requested AND if item is not going to City Council for award:

DO NOT ATTACH THIS PAGE if contingency or EISPM funds are not requested.

Regarding the contingency:

- ☐ I authorize the amount of contingency requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in contingency funding.
- ☐ I do not authorize any contingency funding.

Regarding the EISPM funds:

- ☐ I authorize the amount of EISPM funds requested in this form.
- ☐ I authorize _____ (up to 10% of total contract value) in EISPM funds.
- ☐ I do not authorize any EISPM funds.

Signed: _____

Date: _____

- ☐ Alexander Nguyen, City Manager (if contract and all amendments are up to \$200,000 annually)
- ☐ Dan Willhite Purchasing Manager (if contract and all amendments are up to \$100,000 annually)
- ☐ Public Works Director (if public project contract is up to \$100,000 annually)
- ☐ Patricia Garcia, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ Eric Hernandez, Buyer (if contract and all amendments are up to \$25,000 annually)
- ☐ Edwin Ramos, Buyer (if contract and all amendments are up to \$25,000 annually)

¹ Funds for engineering, inspections, surveying & project management

² Attach list of account numbers and amounts if multiple accounts

³ Moves to after Mayor and Contractor sign if public project contract

⁴ Moves to after Mayor signs if public project contract

⁵ Buyer signs contract/amendment only if contract and all amendments collectively are up to \$25,000 annually; initials this form only if contract and all amendments collectively are over \$25,000 annually

⁶ Purchasing Manager signs contract/amendment only if contract and all amendments collectively are up to \$100,000 annually; initials this form only if contract and all amendments collectively are over \$100,000 annually

⁷ City Manager/ACM signs contract/amendment only if contract and all amendments collectively are over \$100,000 and up to \$200,000 annually; initials this form only if contract and all amendments collectively are over \$200,000 annually

⁸ Mayor signs contract/amendment only if contract and all amendments collectively are over \$200,000 annually; no need to initial this form

⁹ City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement... shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two original agreements (with wet signatures) and one copy of this form.

DO NOT ATTACH FOLLOWING INSTRUCTION PAGES

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2022
- (2) Vendor: New Image 2000
- (3) Services: Citywide Vehicle Mobile Washing and Detailing Services
- (4) Schedule of Services:
 - Insert schedule of services; or
 - If schedule of services is long or complex, write "See Schedule of Services Exhibit, which is attached hereto and incorporated herein," add "Schedule of Services Exhibit" to list of exhibits on the bottom of this page, and attach actual exhibit]
- (5) Agreement Ending Date: June 30, 2023
- (6) Total Agreement Amount: \$125,000
- (7) City's Project Manager: Patricia Garcia
- (8) Vendor's Project Manager: Ramon Marquez
- (9) Insurance Coverage: INS-D
- (10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (c) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(d) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(d) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (c) and the Living Wage Policy Exhibit are not incorporated and are not required.

☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

4412 Anchorage Street
Oxnard, CA 93033

Attn: Ramon Marquez
(12) Contact Emails:
newimagemcw2000@yahoo.com

FOR CITY:

300 W. Third Street
Oxnard, CA 93030

Attn: Patricia Garcia,
Patricia.garcia@oxnard.org

VENDOR'S PROJECT MANAGER:

Ramon Marquez

CITY'S PROJECT MANAGER:

Patricia Garcia

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Schedule of Services Exhibit

☒ Living Wage Policy Exhibit
☒ Insurance Exhibit (INS-D)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor 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 Vendor 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 Vendor and its employees, agents and subcontractors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor 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.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor 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 Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor 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. Vendor 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor 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. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor'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 Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (c) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (d) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (d) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2023, 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, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnites regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

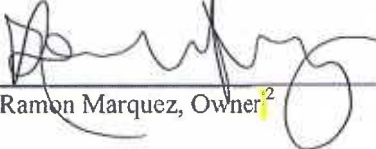
[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

NEW IMAGE 2000

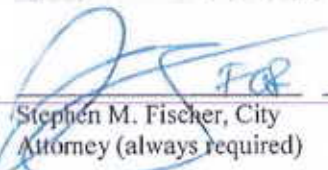
 8/11/2017
☐ John C. Zaragoza, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

 08/09/2022
 Ramon Marquez, Owner² Date

ATTEST:

N/A
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 8/8/22
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (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 date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

NEW IMAGE 2000

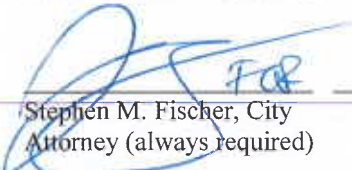
☐ John C. Zaragoza, Mayor¹ _____ Date
☒ Alexander Nguyen, City Manager
☐ Jennifer Yates, Purchasing Manager

Ramon Marquez, Owner² _____ Date

ATTEST:

N/A
 Rose Chaparro, City Clerk _____ Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 FOR 8/8/22
 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.

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- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

Vendor to provide mobile washing and detailing services of passenger sedans, vans, pickup trucks, heavy-duty vehicles, Police and special use passenger vehicles. Other services to include as needed, power washing of trash enclosures, cleanup of oil or liquid spills within the trash enclosure, power washing of affixed sidewalk containers and as needed detail cleaning of exterior and interior of all vehicles listed upon request. Vendor shall be flexible and proactive in providing services at a high standard of quality. The city may add or modify services as requested to improve such services, whenever feasible, throughout the term of the agreement.

The Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill the scope of services and to accomplish an acceptable and professional level of service. The City reserves the right to request services as needed.

STANDARD PASSENGER, PICKUP TRUCKS AND SPECIAL USE VEHICLES

Vendor to furnish all labor, equipment and materials to provide hand washing of the full exterior with microfiber mitts and dried with microfiber towels to ensure a scratch-free surface. Exterior cleaning shall include the removal of day-to-day dust, dirt, and loose contaminants; as well as, the removal of tar/bug-/road grime, tire rims/wheel wells, cleaning of windows, mirrors, gas cap, and door jambs. Interior cleaning shall include: center console, dashboard, door shuts, seats, vacuuming, air freshener, and window/mirror cleaning.

HEAVY-DUTY TRUCKS

Vendor to furnish all labor, equipment and materials to provide vehicle washing services to include the use of a hot water pressure washer, water recovery system, disposal of water, exterior hand wash and brushed, frame degreasing, window cleaning and tire dressings.

Vendor to reimburse City for the cost of damaged or removed vehicle paint and decals that result from pressure washing. Vendor to use “non-damaging” pressure washers on city vehicles.

DETAILING OF HEAVY-DUTY TRUCKS

Vendor shall furnish all labor, equipment and materials to provide detailing services of heavy –duty trucks to include the cleaning, polishing and protecting of the exterior and interior components of the trucks on an as necessary basis. The exterior components for detailing include vehicle paint, windows, wheels, tires and any other exterior component of the vehicles. The detailing of the interior components includes vacuuming, upholstery stain removal, polishing of nonporous surfaces and any other interior component of the vehicle.

TRASH ENCLOSURES

Vendor shall furnish all labor, equipment and materials to provide trash enclosure washing services which include the use of a hot water pressure washer, disposal of water and oil or liquid spill clean-up (including the removal and replacement of trash containers within the enclosure).

Vendor shall remove dirt/sludge up to five feet in front of the enclosure doors.

CONTAINMENT

Vendor shall prevent wastewater from entering storm drains or any nearby streams. Wastewater shall be collected, contained, and disposed of properly. Vendor shall use a Water Recovery System - Preferably using a containment wash mat for all services performed under this agreement. If the vendor does not treat or recycle its wastewater, approved disposal method shall be the use of a clarifier that is plumbed to the sanitary sewer system (Permits may be required).

EQUIPMENT AND SUPPLIES

Vendor will submit a list of products and their specifications for approval by the Public Works Department prior to their use. Vendor is responsible for supplying Material Safety Data Sheets (MSDS) for any and all cleaning liquids, chemicals, solvents, additives, etc. that the Vendor is using. These will be kept on file for immediate access and updated as needed. The Vendor, shall furnish all necessary equipment, labor, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of service.

SUPERVISION

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled cleaning and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her. The supervisory staff must have a minimum of three (3) years' experience in fleet vehicle washing services.

STAFFING

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services. These workers shall be thoroughly instructed by their supervisors as to required duties and methods of performance. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

EMPLOYEE CONDUCT

Employees of the Vendor while performing work under this contract will not:

- Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
- Remove any City property or personal property, equipment, monies, form or any other item from the vehicles.
- Engage in horseplay or loud boisterous behavior.
- Be under the influence of alcohol or drugs.
- Gamble.
- Smoke while working on any vehicle.

EMPLOYEE REMOVAL

The City reserves the right to reject any representative of the Vendor's work force. It shall be the Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

EMPLOYEE APPEARANCE AND IDENTIFICATION

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

SECURITY

Only authorized employees of the Vendor are allowed in the facilities at any time. All such employees must be working while inside the facilities. Vendor shall be responsible for all keys issued to Vendor. Vendor shall pay City for all lost key(s), and shall pay for all vehicle(s) re-keying necessary due to the lost key, as determined by City.

PROPERTY DAMAGE

The Vendor will be responsible for any damage to vehicles or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

POLICE DEPARTMENT VEHICLES

CRIMINAL HISTORY BACKGROUND CHECKS FOR ALL VENDOR EMPLOYEES

The Vendor will comply with required employee background checks as follows:

All vendor employees with access to the police department property and/or equipment will submit fingerprints for criminal history clearance at the Oxnard Police Department Records Division.

Police Department will cover all costs associated with eight (8) employee criminal history checks.

Costs for subsequent background checks (approximately \$32.00 for each employee fingerprinted) will be charged to Vendor directly.

Employees who successfully pass the background check will be photographed and an "authorized contract employee" identification card will be issued.

The identification card must be worn and must be visible at all times when the employee is on City of Oxnard grounds and/or servicing Department vehicles.

Identification cards must be surrendered upon demand.

Criminal history information is confidential and cannot be shared with Vendor.

The Police Department has sole authority to authorize or reject Vendor employees at any time based upon previous, current, or future criminal history information.

Vendor shall comply with City Ordinance No. 2806 concerning the reduction of pollutants in stormwater discharges associated with mobile car washing activities.

RATES AND COSTS EXHIBIT

The vendor agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by the contract documents.

Cost List

Vehicle Type	Service Type	Price per Service
PASSENGER VEHICLES, SUV & PICKUP TRUCKS		
Auto Passenger Car (Sedan)	Interior & Exterior Cleaning:	\$ 6.75
Auto Passenger Car (Sedan)	Interior & Exterior Detailing	\$ 40.00
Pickup Trucks	Interior & Exterior Cleaning:	\$ 6.75
Pickup Trucks	Interior & Exterior Detailing	\$ 40.00
SUV'S & Vans	Interior & Exterior Cleaning:	\$ 10.75
SUV'S & Vans	Interior & Exterior Detailing	\$ 50.00
SPECIAL USE TRUCKS		
Sidelift Dump Truck	Interior & Exterior Cleaning	\$ 20.00
Sidelift Dump Truck	Interior & Exterior Detailing	\$ 90.00
Flatebeds	Interior & Exterior Cleaning	\$ 20.00
Flatebeds	Interior & Exterior Detailing	\$ 65.00
Aerial Lift	Interior & Exterior Cleaning	\$ 20.00
Aerial Lift	Interior & Exterior Detailing	\$ 45.00
CCTV Truck	Interior & Exterior Cleaning	\$ 20.00
CCTV Truck	Interior & Exterior Detailing	\$ 45.00
Crane Truck	Interior & Exterior Cleaning	\$ 20.00
Crane Truck	Interior & Exterior Detailing	\$ 55.00
Vactor Trucks	Interior & Exterior Cleaning:	\$ 140.00
Vactor Trucks	Interior & Exterior Detailing	\$ 290.00
Vacuum Trucks	Interior & Exterior Cleaning:	\$ 60.00

Vacuum Trucks	Interior & Exterior Detailing	\$ 150.00
Heavy Duty Trucks		
Residential Side Loader	Interior & Exterior Cleaning:	\$ 25.00
Residential Side Loader	Interior & Exterior Detailing	\$ 70.00
Commercial Front-End loader	Interior & Exterior Cleaning:	\$ 60.00
Commercial Front-End loader	Interior & Exterior Detailing	\$ 140.00
Industrial Roll Off	Interior & Exterior Cleaning:	\$ 70.00
Industrial Roll Off	Interior & Exterior Detailing	\$ 150.00
Transfer Tractor	Interior & Exterior Cleaning:	\$ 50.00
Transfer Tractor	Interior & Exterior Detailing	\$ 120.00
Transfer Trailer	Interior & Exterior Cleaning:	\$ 30.00
Transfer Trailer	Interior & Exterior Detailing	\$ 70.00
Trash Enclosures Power Wash	Power Wash	\$ 30.00
Trash Enclosure	Oil or Liquid Spill Clean-Up	\$ 40.00
POLICE VEHICLES		
Black & White Crown Victoria & Standard Pick-Ups	Interior & Exterior Cleaning:	\$ 6.75
Black & White Crown Victoria & Standard Pick-Ups	Interior & Exterior Detailing	\$ 40.00
Black & White Ford Explorer & Chevy Tahoe 4x4	Interior & Exterior Cleaning:	\$ 10.75
Black & White Ford Explorer & Chevy Tahoe 4x4	Interior & Exterior Detailing	\$ 50.00
Unmarked Grand Marquis, Ford Fusions, Ford Explorers, & Ford Escapes	Interior & Exterior Cleaning:	\$ 10.75
Unmarked Grand Marquis, Ford Fusions, Ford Explorers, & Ford Escapes	Interior & Exterior Detailing	\$50.00
SWAT Truck	Interior & Exterior Cleaning:	\$ 15.00
SWAT Truck	Interior & Exterior Detailing	\$ 45.00
Mobile Command Post	Interior & Exterior Cleaning:	\$ 45.00
Mobile Command Post	Interior & Exterior Detailing	\$ 80.00

Armored Car	Interior & Exterior Cleaning:	\$ 15.00
Armored Car	Interior & Exterior Detailing	\$ 45.00

***Detailing of all vehicles will be on an as-needed basis.**

SCHEDULE OF SERVICES EXHIBIT

The work schedule will be determined with each Division Manager. The work schedule shall include the number of employees and their scheduled hours each day throughout the week.

For all services required, the Vendor will be responsible for acquiring, operating and maintaining all equipment, permits and approvals necessary to wash and clean vehicles, trash enclosures and containers.

Location of City Departments and frequency:

Department	Location	Schedule & Hours
Environmental Resources	111 S. Del Norte Blvd	Frequency: Weekly Schedule to be determined by department
Fleet Services	1060 Pacific Ave, Bldg 1	Frequency: On-call/As needed Schedule to be determined by department
General Services	1060 Pacific Ave, Bldg 3	Frequency: On-call/As needed On-call/As needed
Police* (Location #1)	251 S. C Street	Frequency: Weekly Wednesdays 8:00 a.m. - 9:00 a.m. <i>Saturday, only if Wednesday is cancelled due to weather - beginning at 9:00 a.m.</i>
Police Annex (Location #2)	3001 Sturgis Road	Frequency: Weekly Tuesdays 8:30 – 10:30 a.m.
Code Compliance*	214 S. C Street	Frequency: On-call/As needed To be determined by department
Water Division	251 S. Hayes Ave.	Frequency: On-call/As needed To be determined by department

*Vehicles may be located in City's parking structure located at the corner of Third & B Street.

INSURANCE EXHIBIT

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$18.22 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
 - B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
 - C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
 - D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
-

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$18.22 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2023, 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, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services

Search

Insured

Insured Name

New Image 2000 (3485)



New Image 2000 (3485)

Active Records Only

Advance Search

Insured Tasks

Admin Tools

View



Insured



Notes



History



Deficiencies



Coverages



Requirements

Add

Help

Video Tutorials

Name: New Image 2000

Account Number: 3485

Address: 4412 Anchorage Street, Oxnard, CA, 93033

Status: Compliant with Waived Deficiencies.

Insured

DBA Name

Print Insured Info

Account Information

Account Number: 3485

Risk Type: INS-D:Const and Service without Builder's Risk

Do Not Call:

Address Updated:

Address Information

Mailing Address

Physical Address

Insured: New Image 2000

Address 1: 4412 Anchorage Street

Address 2:

City: Oxnard

State: CA

Zip: 93033

Country:

Contract Information

Contract Number: 6386-13-
PO, 8351-
18-FN

Contract Start Date: 12/15/2013 Contract End Date:

Contract Effective Date: Contract Expiration Date:

Description of Services: Police car
washing
services;
Provide
vehicle
wash, detail
and other
services as
needed in
various
departments
(TBD by
location) Safety Form II:

Contact Information

Contact Name: Ramon Misc:
Marquez

Phone Number: 8057503239 Alt Phone Number:

Fax Number:

E-Mail Address: newimage2000@yahoo.com

Approval Date:

Rush: No

Contract on File: No

Certificate Received: No

Indemnification Agreement: No

Tax Id:

This Account created by 918 on 03/17/2017.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10

DATE: December 3, 2024

TO: City Council

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

SUBJECT: Monthly Investment Report as of October 31, 2024.

RECOMMENDATION

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

(This item did not originate in committee.)

BACKGROUND

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

DISCUSSION:

The City's total cash and investment position as of October 31, 2024 was \$439.7 million, with \$25.9 million in cash accounts and \$413.8 million in investments, as summarized in the table below.

Cash and Investment Position	October-2024
Cash	
Bank of America General Account	\$23,081,969.50
Bank of America Successor Agency Account	2,501,181.51
Bank of America Citations Account	297,410.00
Bank of America Golf Course Account	-
Total Cash	25,880,561.01
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	50,270,365.06
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	986,260.00
Medium Term Notes *	40,077,846.30
U.S. Treasury Notes *	7,396,425.00
U.S. Government Sponsored Entities *	240,098,714.55
Total Investments	413,829,610.91
Total Cash and Investments	\$439,710,171.92

* Market Value

The increase in cash available in the general account at the end of this period was intended to cover immediate anticipated expenditures in the amount of \$18.7 million in subsequent days. Those expenditures included payroll and payroll taxes, due on November 1, in amount of \$5.3 million and outstanding checks in amount of \$12 million to pay for City ongoing services, for street resurfacing costs, and improvements at the City's Wastewater Treatment Plant.

Statutory Compliance

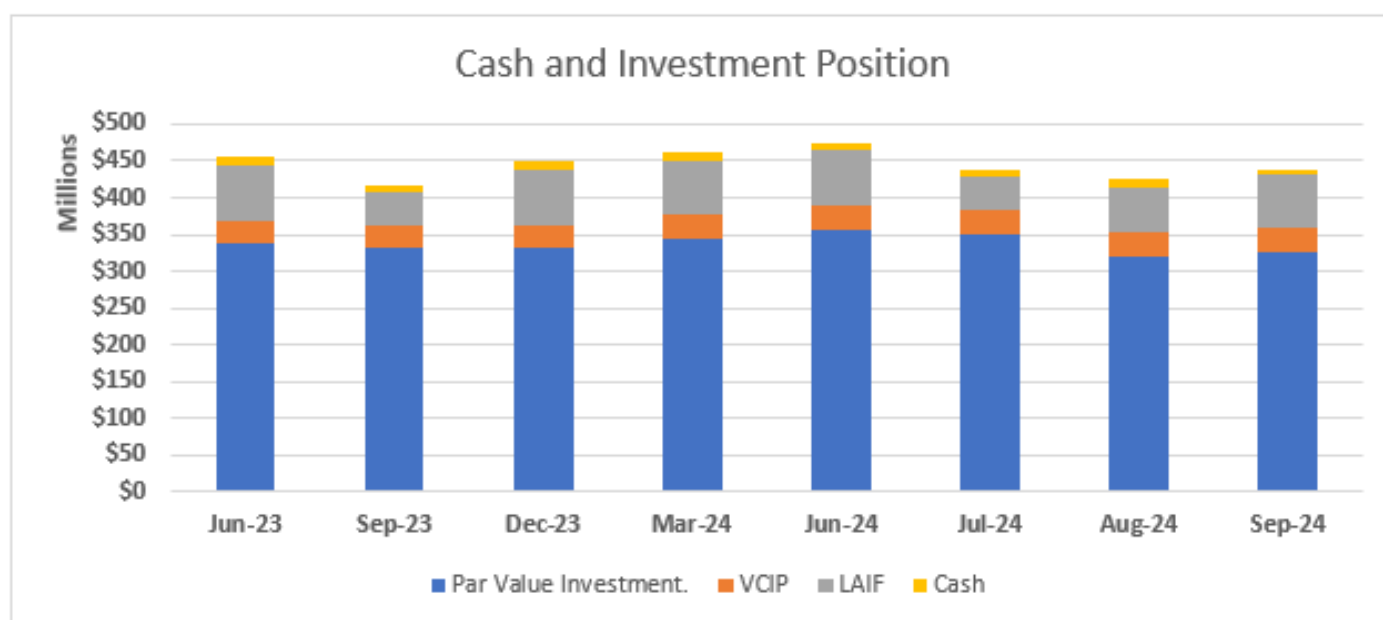
All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio as of October 31, 2024 by authorized investment and duration for a total portfolio amount of \$413.8 million.

Authorized Investment at Market Value	Allowable Threshold (\$ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	\$75.0	\$75.00	\$-	\$-	\$75.0	4.52%	18.12%
VCIP	n/a	50.3	-	-	50.3	4.34%	12.15%
Federal Agencies	n/a	42.1	178.1	20.0	240.1	2.03%	58.02%
Medium Term Notes	30%	17.7	22.3	-	40.1	2.27%	9.68%
Supranational	20%	1.0	-	-	1.0	4.93%	0.24%
Treasuries	n/a	7.40	-	-	7.4	5.33%	1.79%
Total Investment		\$193.5	\$200.4	\$20.0	\$413.8	2.85%	100%

*Total may not add due to rounding

Portfolio Trends

The cash and investment position, excluding the Successor Agency account, as of October 31, 2024, increased by \$6.5 million compared with the prior month, mainly driven for the receipt of a \$6.8 million State Grant. The trend for the cash and investment position is represented in the following chart.

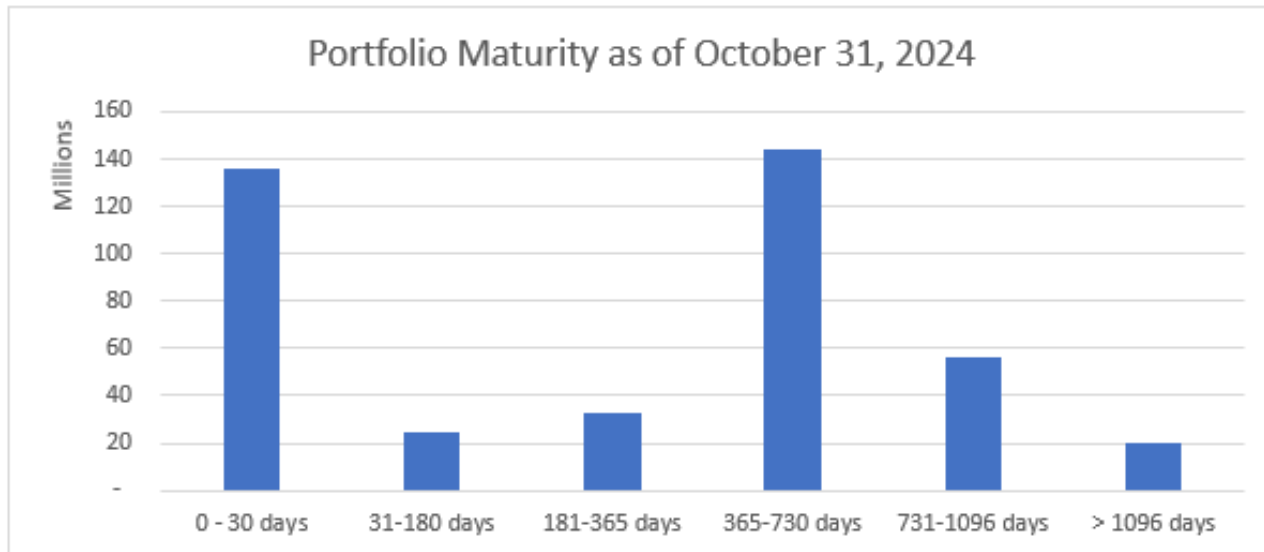


The California Government Code and the City's investment policy defined the eligible investments that the City can purchase to allocate surplus funds. The table below summarizes the City's investment portfolio by investment type. The individual investments included under each investment type are included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

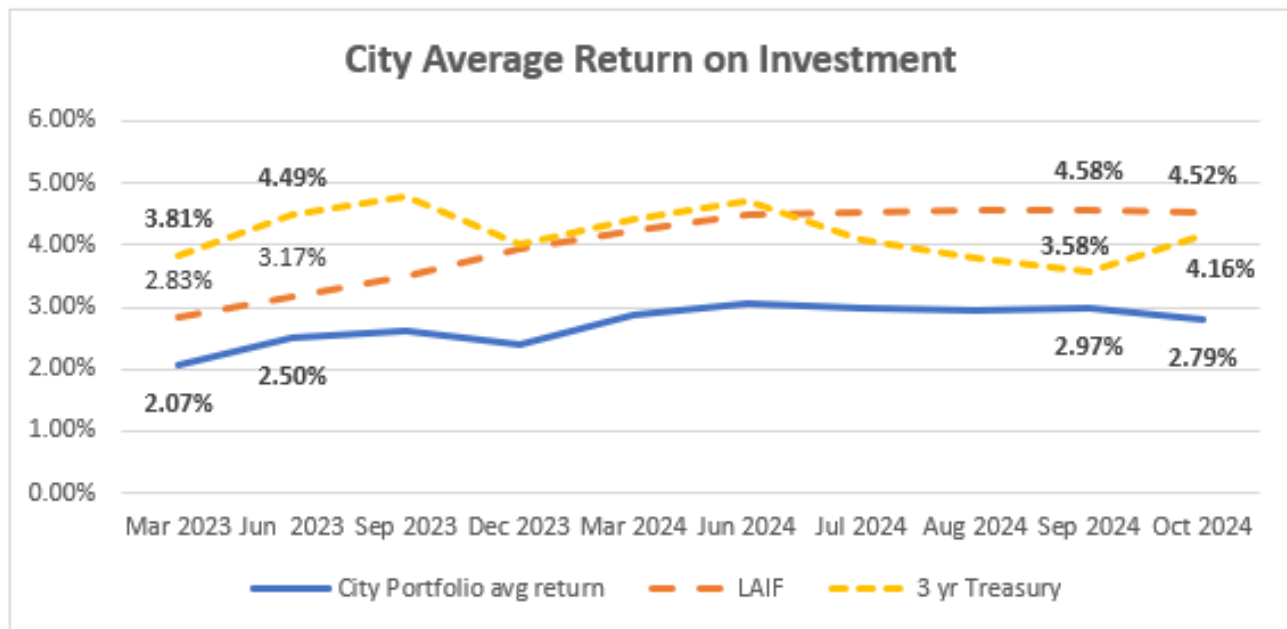
City of Oxnard
Portfolio Summary Statistics
Sorted by Fund
October 31, 2024

Investment Type	Par Value	Book value	Market Value	% of the portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealiz
County Investment Pool	50,270,365.06	50,270,365.06	50,270,365.06	12.15%	0	1	0	4.400	4.400	501,153.29	
Federal Agency Coupon	247,075,000.00	246,980,318.60	240,098,714.55	58.02%	97.075	611	54	2.028	1.977	1,302,569.21	(6,797,1
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	18.12%	0	1	0	4.272	4.272	909,058.19	
Medium Term Notes	41,510,000.00	41,494,502.85	40,077,846.30	9.68%	96.504	400	35	2.267	2.267	231,812.55	(1,435,1
Supranational	1,000,000.00	1,000,797.93	983,620.00	0.24%	98.362	130	0	0.526	0.526	1,041.67	(17,1
Treasury Discounts-Amortizing	7,500,000.00	7,403,083.31	7,396,425.00	1.79%	99.43	118	0	4.858	4.858	-	(19,1
Report Totals	422,355,365.06	422,149,067.75	413,826,970.91	100.00%	67.59	394.00	51.00	2.796	2.767	2,945,634.91	(8,269.4

The chart below represents the City's investment portfolio classified by days until maturities from October 31, 2024. Pooled investments in LAIF and Ventura County Investment Pooled provide immediate liquidity to support cash flow needs of the City, and are included in the maturity group 0 to 30 days.



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



STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in a Committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. City of Oxnard Monthly Investment Report October 2024
2. Presentation October 2024 Investment Report

Investment report for the month Ended in October 31, 2024
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City of Oxnard

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

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

Javier Chagoyen-Lazaro

Javier Chagoyen-Lazaro
Chief Financial Officer
City of Oxnard

11/12/2024

Date

City of Oxnard
Cash and Investment Summary
Month Ended
September 30, 2024

Cash and Investment Position	October 2024
Cash	
Bank of America General Account	\$ 23,081,969.50
Bank of America Successor Agency Account	2,501,181.51
Bank of America Citations Account	297,410.00
Bank of America Golf Course Account	-
Total Cash	25,880,561.01
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	50,270,365.06
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	986,260.00
Medium Term Notes *	40,077,846.30
U.S. Treasury Notes *	7,396,425.00
U.S. Government Sponsored Entities *	240,098,714.55
Total Investments	413,829,610.91
Total Cash and Investments	\$ 439,710,171.92
* Market Value	

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2024 - 2025
October 1 - October 31, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Pooled Investments									
County Investment Pool									
VCIP	Ventura County Investment Pool		50,270,365.06	50,270,365.06	50,270,365.06	4.400	1	4.400	
Federal Agency Coupon Securities									
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	956,632.00	1,000,000.00	0.610	517	0.610	3/2/2026
3133EMQQ8	Federal Farm Credit Bank	2/12/2021	1,000,000.00	994,421.00	1,000,000.00	0.300	42	0.300	11/12/2024
3133EMQQ8	Federal Farm Credit Bank	2/25/2021	2,000,000.00	1,988,842.00	1,999,846.67	0.300	42	0.368	11/12/2024
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	948,486.00	1,000,000.00	1.140	749	1.140	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	954,321.00	1,000,000.00	1.700	849	1.700	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	960,081.00	1,000,000.00	2.000	869	2.000	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	960,081.00	1,000,000.00	2.000	869	2.000	2/17/2027
3130AQS6M	Federal Home Loan Bank	2/25/2022	1,000,000.00	960,798.00	1,000,000.00	2.050	877	2.050	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	959,648.00	1,000,000.00	2.000	877	2.000	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	960,343.00	1,000,000.00	2.030	877	2.030	2/25/2027
3130AR2C4	Federal Home Loan Bank	2/28/2022	1,000,000.00	990,349.00	1,000,000.00	2.200	150	2.200	2/28/2025
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	971,070.00	1,000,000.00	2.500	877	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,929,940.00	2,000,000.00	2.250	884	2.250	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	963,860.00	1,000,000.00	2.200	884	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	963,860.00	1,000,000.00	2.200	884	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,253,018.00	1,298,108.50	2.200	884	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,605,419.00	2,698,690.50	2.250	884	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	994,144.00	1,000,000.00	3.000	890	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	981,595.00	1,000,000.00	3.000	905	3.000	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	981,595.00	1,000,000.00	3.000	905	3.000	3/25/2027
3130ARZF1	Federal Home Loan Bank	5/9/2022	2,600,000.00	2,575,705.60	2,600,000.00	3.400	343	3.401	9/9/2025
3130ARZE4	Federal Home Loan Bank	5/25/2022	2,000,000.00	1,998,014.00	2,000,000.00	4.200	966	4.186	5/25/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,465.00	1,000,000.00	4.000	967	4.000	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,465.00	1,000,000.00	4.000	967	4.000	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	998,465.00	1,000,000.00	4.000	967	4.000	5/26/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,997,746.00	2,000,000.00	4.000	965	4.000	5/24/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,997,746.00	2,000,000.00	4.000	965	4.000	5/24/2027
3130ASFQ7	Federal Home Loan Bank	6/29/2022	1,000,000.00	998,810.00	999,862.78	4.000	1,001	4.006	6/29/2027
3130ASHT9	Federal Home Loan Bank	7/12/2022	1,000,000.00	999,923.00	1,000,000.00	4.500	1,014	4.500	7/12/2027
3130ASGP8	Federal Home Loan Bank	7/14/2022	2,000,000.00	1,993,390.00	2,000,000.00	4.100	286	4.100	7/14/2025
3130ASF38	Federal Home Loan Bank	7/22/2022	1,000,000.00	995,821.00	1,000,000.00	4.100	1,024	4.100	7/22/2027
3130ASKZ1	Federal Home Loan Bank	7/22/2022	1,000,000.00	998,393.00	1,000,000.00	4.250	478	4.250	1/22/2026
3130ASLA5	Federal Home Loan Bank	7/26/2022	1,000,000.00	998,789.00	1,000,000.00	4.500	1,028	4.500	7/26/2027
3130ASNN5	Federal Home Loan Bank	7/28/2022	1,000,000.00	999,066.00	1,000,000.00	4.375	1,030	4.375	7/28/2027
3130ASPP8	Federal Home Loan Bank	8/8/2022	1,000,000.00	997,772.00	1,000,000.00	4.300	311	4.300	8/8/2025
3130AYZG4	Federal Home Loan Bank	2/15/2024	1,000,000.00	1,002,391.00	1,000,000.00	5.400	1,597	5.400	2/14/2029
3130AXVH8	Federal Home Loan Bank	2/21/2024	5,000,000.00	5,003,275.00	5,004,185.79	5.500	1,147	5.467	11/22/2027
3130AYYJ9	Federal Home Loan Bank	2/15/2024	1,000,000.00	1,011,186.00	1,000,000.00	5.000	1,598	5.000	2/15/2029
3130B0EQ8	Federal Home Loan Bank	3/19/2024	1,000,000.00	1,004,513.00	999,107.02	5.375	1,624	5.398	3/13/2029
3130B1LW5	Federal Home Loan Bank	5/30/2024	2,000,000.00	2,012,640.00	2,000,000.00	5.250	605	5.250	5/29/2026
3130AKLL8	Federal Home Loan Bank	12/30/2020	2,000,000.00	1,915,512.00	2,000,000.00	0.500	455	0.500	12/30/2025
3130AKN36	Federal Home Loan Bank	1/20/2021	2,000,000.00	1,915,900.00	2,000,000.00	0.525	471	0.525	1/15/2026
3130AKNK8	Federal Home Loan Bank	1/20/2021	5,000,000.00	4,822,225.00	5,000,000.00	0.500	384	0.500	10/20/2025
3130AKNK8	Federal Home Loan Bank	1/20/2021	1,000,000.00	964,445.00	1,000,000.00	0.500	384	0.500	10/20/2025
3130AKQ74	Federal Home Loan Bank	1/22/2021	5,000,000.00	4,793,030.00	5,000,000.00	0.625	478	0.625	1/22/2026

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2024 - 2025
October 1 - October 31, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130AKMD5	Federal Home Loan Bank	1/26/2021	5,000,000.00	4,783,390.00	4,999,340.28	0.500	482	0.510	1/26/2026
3130AKNR3	Federal Home Loan Bank	1/26/2021	1,000,000.00	957,442.00	1,000,000.00	0.560	482	0.560	1/26/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,811,590.00	5,000,000.00	0.750	483	0.609	1/27/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,811,590.00	5,000,000.00	0.750	483	0.609	1/27/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,918,068.00	2,000,053.00	0.700	484	0.698	1/28/2026
3130AKRN8	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,916,790.00	2,000,000.00	0.650	484	0.650	1/28/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	5,000,000.00	4,795,170.00	5,000,000.00	0.700	484	0.700	1/28/2026
3130AKQ82	Federal Home Loan Bank	1/28/2021	1,500,000.00	1,436,632.50	1,500,000.00	0.600	484	0.600	1/28/2026
3130AKPN0	Federal Home Loan Bank	1/29/2021	2,000,000.00	1,915,214.00	2,000,000.00	0.600	485	0.600	1/29/2026
3130AKVN3	Federal Home Loan Bank	1/29/2021	1,000,000.00	956,582.00	1,000,000.00	0.520	485	0.520	1/29/2026
3130AKVQ6	Federal Home Loan Bank	1/29/2021	1,000,000.00	963,258.00	1,000,000.00	0.470	393	0.470	10/29/2025
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	961,383.00	1,000,000.00	0.750	496	0.539	2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	961,383.00	1,000,000.00	0.750	496	0.540	2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,911,708.00	2,000,000.00	0.540	496	0.540	2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,922,766.00	2,000,000.00	0.750	496	0.564	2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	955,540.00	1,000,000.00	0.550	499	0.550	2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,910,506.00	1,998,602.78	0.625	511	0.676	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,344.00	999,776.44	0.600	511	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,776,720.00	4,998,882.22	0.600	511	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,866,032.00	3,000,000.00	0.600	511	0.600	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,344.00	999,860.28	0.600	511	0.610	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,344.00	999,860.28	0.600	511	0.610	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,535.00	1,000,000.00	0.680	511	0.680	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	955,253.00	999,860.28	0.625	511	0.635	2/24/2026
3130AKWM4	Federal Home Loan Bank	2/26/2021	1,000,000.00	993,269.00	1,000,000.00	0.300	56	0.300	11/26/2024
3130ALF58	Federal Home Loan Bank	3/10/2021	1,000,000.00	957,009.00	1,000,000.00	0.800	525	0.800	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	956,506.00	1,000,000.00	0.800	531	0.800	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	956,506.00	1,000,000.00	0.800	531	0.800	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	956,365.00	1,000,000.00	0.800	532	0.800	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	934,510.20	975,000.00	1.000	538	1.000	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	956,456.00	1,000,000.00	0.875	538	0.875	3/23/2026
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,928,450.00	2,000,000.00	1.000	539	0.871	3/24/2026
3130ALNU4	Federal Home Loan Bank	3/24/2021	1,000,000.00	982,370.00	1,000,000.00	0.680	174	0.680	3/24/2025
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	957,766.00	1,000,000.00	1.125	575	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	962,791.00	1,000,000.00	1.250	575	1.100	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	954,388.00	1,000,000.00	1.050	602	1.050	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	960,195.00	1,000,000.00	1.200	603	0.957	5/27/2026
3130AMCM2	Federal Home Loan Bank	6/3/2021	1,250,000.00	1,237,423.75	1,249,897.94	2.000	588	1.543	5/12/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,767,890.00	5,000,000.00	1.000	623	1.000	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,767,720.00	5,000,000.00	1.030	630	1.030	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,860,200.00	3,000,000.00	1.125	652	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	948,412.00	1,000,000.00	1.080	714	1.080	9/15/2026
3130ANYS3	Federal Home Loan Bank	10/12/2021	1,000,000.00	978,389.00	999,697.46	0.625	211	0.678	4/30/2025
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	947,878.00	1,000,000.00	1.100	742	1.100	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	947,878.00	1,000,000.00	1.100	742	1.100	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,747.00	1,000,000.00	1.050	744	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,747.00	1,000,000.00	1.050	744	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,747.00	1,000,000.00	1.050	744	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,553.00	999,877.67	1.040	744	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,747.00	1,000,000.00	1.050	744	1.050	10/15/2026

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2024 - 2025
October 1 - October 31, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	946,553.00	1,000,000.00	1.040	744	1.040	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,841,939.00	3,000,000.00	1.100	750	1.100	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	948,222.00	1,000,000.00	1.150	751	1.150	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,896,444.00	2,000,000.00	1.150	751	1.150	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,897,906.00	2,000,000.00	1.200	755	1.200	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	948,558.00	1,000,000.00	1.180	755	1.180	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,897,906.00	1,999,586.11	1.200	755	1.210	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	949,942.00	1,000,000.00	1.250	755	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,899,884.00	2,000,000.00	1.250	755	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	949,942.00	1,000,000.00	1.250	755	1.250	10/26/2026
3130APF91	Federal Home Loan Bank	10/27/2021	1,000,000.00	990,496.00	1,000,000.00	0.650	87	0.650	12/27/2024
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	960,580.00	1,000,000.00	1.000	757	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,896,830.00	2,000,000.00	1.180	757	1.180	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	949,802.00	1,000,000.00	1.250	757	1.250	10/28/2026
3130APKZ7	Federal Home Loan Bank	10/28/2021	1,000,000.00	986,813.00	1,000,000.00	0.875	119	0.875	1/28/2025
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	947,806.00	1,000,000.00	1.250	770	1.250	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	947,806.00	998,945.83	1.250	770	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	947,806.00	1,000,000.00	1.250	770	1.250	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	951,137.00	1,000,000.00	1.375	776	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	951,137.00	1,000,000.00	1.375	776	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	951,644.00	1,000,000.00	1.400	776	1.400	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	951,008.00	1,000,000.00	1.375	778	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	953,185.00	1,000,000.00	1.500	783	1.500	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	963,994.00	1,000,000.00	2.000	813	1.641	12/23/2026
3130QAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,191,977.50	1,250,000.00	1.625	820	1.625	12/30/2026
3130B2ZR9	Federal Home Loan Bank	10/3/2024	2,500,000.00	2,479,175.00	2,500,000.00	4.050	1,086	4.080	9/24/2027
3130B33X9	Federal Home Loan Bank	10/18/2024	7,000,000.00	6,935,810.00	6,987,750.00	4.500	1,817	4.540	10/9/2029
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	981,031.00	1,000,000.00	3.250	924	3.250	4/13/2027
3134GXSH8	Federal Home Loan Mtg Corp	5/17/2022	1,000,000.00	988,181.00	1,000,000.00	4.000	958	4.000	5/17/2027
3134GXTD6	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,988,716.00	2,000,000.00	3.500	234	3.500	5/23/2025
3134GXSZ8	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,987,638.00	2,000,000.00	3.400	234	3.400	5/23/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,997,134.00	2,000,000.00	4.000	967	4.213	5/26/2027
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	1,000,000.00	998,567.00	1,000,000.00	4.000	967	4.213	5/26/2027
3134GXTB0	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,990,154.00	1,999,926.77	3.250	148	3.261	2/26/2025
3134GXTB0	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,990,154.00	2,000,000.00	3.250	148	3.251	2/26/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,997,134.00	2,000,000.00	4.000	967	4.213	5/26/2027
3134GXTE4	Federal Home Loan Mtg Corp	5/27/2022	1,000,000.00	996,533.00	1,000,000.00	4.000	968	4.000	5/27/2027
3134GXUJ1	Federal Home Loan Mtg Corp	5/27/2022	2,000,000.00	1,994,994.00	2,000,000.00	3.250	57	3.250	11/27/2024
3134GXA61	Federal Home Loan Mtg Corp	6/30/2022	1,000,000.00	998,185.00	1,000,000.00	4.000	90	4.000	12/30/2024
3134GXZN7	Federal Home Loan Mtg Corp	7/12/2022	1,000,000.00	1,002,769.00	1,000,000.00	4.250	1,014	4.250	7/12/2027
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	996,038.00	1,000,000.00	4.000	293	4.000	7/21/2025
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	996,038.00	1,000,000.00	4.000	293	4.000	7/21/2025
3134GXE67	Federal Home Loan Mtg Corp	7/28/2022	1,000,000.00	999,395.00	1,000,000.00	4.250	1,030	4.250	7/28/2027
3134GXQ23	Federal Home Loan Mtg Corp	8/25/2022	1,000,000.00	1,000,213.00	1,000,000.00	4.250	1,058	4.250	8/25/2027
3134GYJ29	Federal Home Loan Mtg Corp	1/17/2024	1,000,000.00	998,799.00	1,000,000.00	5.150	136	5.146	2/14/2025
3134H1TG8	Federal Home Loan Mtg Corp	2/21/2024	5,000,000.00	5,004,615.00	5,000,000.00	5.500	1,604	5.500	2/21/2029
3134H1TY9	Federal Home Loan Mtg Corp	2/23/2024	1,000,000.00	1,000,663.00	1,000,000.00	5.150	505	5.150	2/18/2026
3134H1TY9	Federal Home Loan Mtg Corp	2/23/2024	1,000,000.00	1,000,663.00	1,000,000.00	5.150	505	5.150	2/18/2026
3134H1VM2	Federal Home Loan Mtg Corp	2/27/2024	5,000,000.00	4,998,975.00	5,000,000.00	5.250	514	5.250	2/27/2026
3134GXXJ2	Federal Home Loan Mtg Corp	1/22/2021	2,000,000.00	1,918,744.00	2,000,000.00	0.550	478	0.550	1/22/2026

City of Oxnard
Investment Portfolio Detail
Fiscal Year 2024 - 2025
October 1 - October 31, 2024

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3137EAEX3	Federal Home Loan Mtg Corp	10/3/2024	2,500,000.00	2,413,875.00	2,415,200.00	0.375	355	0.390	9/23/2025
3135GAL82	Federal National Mtg Assn	1/23/2024	2,000,000.00	2,002,116.00	2,000,000.00	5.150	100	5.147	1/9/2025
91282CFP1	U.S. Treasury	10/3/2024	2,500,000.00	2,498,400.00	2,508,400.00	4.250	377	4.250	10/15/2025
Local Agency Investment Funds									
LAIF	LAIF		75,000,000.00	75,000,000.00	75,000,000.00	4.272	1	4.272	
Medium Term Notes									
037833DF4	Apple Inc.	12/28/2023	10,000,000.00	9,959,900.00	9,946,656.18	2.750	104	4.700	1/13/2025
037833DX5	Apple Inc.	1/26/2021	1,000,000.00	970,080.00	1,000,110.60	0.550	323	0.537	8/20/2025
037833EB2	Apple Inc.	2/8/2021	1,000,000.00	954,830.00	999,986.47	0.700	495	0.071	2/8/2026
06048WS43	Bank of America	2/18/2022	3,000,000.00	2,910,210.00	3,000,000.00	2.000	321	2.000	8/18/2025
06048WV98	Bank of America	5/27/2022	2,000,000.00	1,968,900.00	2,000,000.00	4.050	603	4.050	5/27/2026
06048WW63	Bank of America	6/22/2022	1,000,000.00	995,380.00	1,000,000.00	5.000	994	5.000	6/22/2027
06051GFS3	Bank of America	1/8/2021	1,000,000.00	995,170.00	1,025,080.95	3.875	304	0.804	8/1/2025
06048WL32	Bank of America	2/24/2021	1,000,000.00	946,470.00	1,000,000.00	0.800	511	0.080	2/24/2026
06048WL99	Bank of America	5/14/2021	1,000,000.00	953,570.00	1,000,000.00	1.400	590	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,907,140.00	2,000,000.00	1.400	590	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,907,140.00	2,000,000.00	1.400	590	1.400	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	930,660.00	999,471.54	1.200	632	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	934,830.00	1,000,000.00	1.200	667	1.200	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	929,880.00	1,000,000.00	1.250	723	1.250	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	929,880.00	1,000,000.00	1.250	723	1.250	9/24/2026
06748WMK6	Barclays Bank PLC	10/29/2021	1,000,000.00	973,500.00	1,000,000.00	1.000	210	1.000	4/29/2025
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	936,910.00	1,000,000.00	1.400	658	1.400	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	933,300.00	1,000,000.00	1.350	685	1.350	8/17/2026
24422EVK2	John Deere Capital	1/27/2021	3,000,000.00	2,869,320.00	3,000,000.00	0.700	471	0.700	1/15/2026
48133MAB6	JP Morgan	8/15/2022	1,000,000.00	966,950.00	1,000,000.00	4.200	1,046	4.200	8/13/2027
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	923,520.00	1,000,000.00	1.200	696	1.200	8/28/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	923,520.00	1,000,000.00	1.200	696	1.200	8/28/2026
53961LAF6	Local Initiatives Support	1/28/2021	1,510,000.00	1,424,126.30	1,510,000.00	0.950	471	0.950	1/15/2026
89236THZ1	Toyota Motor Credit	2/1/2021	2,000,000.00	1,932,660.00	2,000,000.00	0.400	125	0.400	2/3/2025
Supranational									
459058JA2	Intl Bank Recon & Dev	3/1/2021	1,000,000.00	983,620.00	1,000,982.07	0.750	161	0.526	3/11/2025
Treasury Discounts -Amortizing									
912797LD7	U.S. Treasury	5/20/2024	3,000,000.00	2,994,990.00	2,981,305.49	5.099	44	5.303	11/14/2024
912797LD7	U.S. Treasury	5/20/2024	2,000,000.00	1,996,660.00	1,987,533.33	5.100	44	5.305	11/14/2024
912797MS3	U.S. Treasury	10/3/2024	2,500,000.00	2,404,775.00	2,404,697.00	3.970	364	3.970	10/2/2025
Total			422,355,365.06	413,826,970.91	422,106,507.29				

Investment activities for the month of October 2024

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	10/3/2024	Buy	912797MS3	U.S. Treasury	\$	2,500,000.00	3.970	10/2/2025
	10/3/2024	Buy	3137EAEX3	Federal Home Loan Mtg Corp	\$	2,500,000.00	0.375	9/23/2025
	10/3/2024	Buy	3130B2ZR9	Federal Home Loan Bank	\$	2,500,000.00	4.050	9/24/2027
	10/3/2024	Buy	91282CFP1	U.S. Treasury	\$	2,500,000.00	4.250	10/15/2025
	10/8/2024	Buy		LAIF	\$	3,000,000.00		
	10/18/2024	Buy	3130B33X9	Federal Home Loan Bank	\$	7,000,000.00	4.500	10/9/2029
	10/28/2024	Buy		VCIP	\$	17,000,000.00		
Total Purchases						\$ 37,000,000.00		

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	10/2/2024	Call	3130AYBY1	Federal Home Loan Bank	\$	12,000,000.00		
	10/4/2024	Maturity	31422XNQ1	Farmer Mac	\$	3,000,000.00		
	10/10/2024	Maturity	3133EPYB5	Federal Farm Credit Bank	\$	2,000,000.00		
	10/15/2024	Call	3135GALZ2	Federal National Mtg Assn	\$	3,000,000.00		
	10/15/2024	Call	3130AT3P0	Federal Home Loan Bank	\$	1,000,000.00		
	10/17/2024	Call	3134GX3R3	Federal Home Loan Mtg Corp	\$	1,000,000.00		
	10/17/2024	Maturity	912797KU0	U.S. Treasury	\$	10,000,000.00		
	10/17/2024	Call	3130AYLP9	Federal Home Loan Bank	\$	1,000,000.00		
	10/21/2024	Call	06048WZ29	Bank of America	\$	1,000,000.00		
	10/21/2024	Call	3134H1PK3	Federal Home Loan Mtg Corp	\$	1,000,000.00		
	10/28/2024	Call	3134GYEY4	Federal Home Loan Mtg Corp	\$	1,000,000.00		
	10/28/2024	Call	3130AUJV7	Federal Home Loan Bank	\$	1,000,000.00		
	10/28/2024	Call	3130AUMY7	Federal Home Loan Bank	\$	1,000,000.00		
	10/28/2024	Call	3130AYNA0	Federal Home Loan Bank	\$	1,000,000.00		
	10/28/2024	Call	3130AVRV6	Federal Home Loan Bank	\$	3,000,000.00		
	10/28/2024	Call	95001DCG3	Wells Fargo	\$	1,000,000.00		
	10/28/2024	Call	3135GAEB3	Federal National Mtg Assn	\$	2,000,000.00		
Total Maturities, Calls & Sales						\$ 45,000,000.00		

City of Oxnard

Monthly Investment Report

as of October 31, 2024

December 3, 2024

City Council

Presented by:

Javier Chagoyen-Lazaro, City of Oxnard
Chief Financial Officer

That The City Council receive and file the City of Oxnard Monthly Investment Report as of October 31, 2024.

City of Oxnard Cash and Investment as of October 31, 2024

Cash and Investment Position	October 2024
Cash	
Bank of America General Account	\$ 23,081,969.50
Bank of America Successor Agency Account	2,501,181.51
Bank of America Citations Account	297,410.00
Bank of America Golf Course Account	-
Total Cash	25,880,561.01
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	50,270,365.06
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	986,260.00
Medium Term Notes *	40,077,846.30
U.S. Treasury Notes *	7,396,425.00
U.S. Government Sponsored Entities *	240,098,714.55
Total Investments	413,829,610.91
Total Cash and Investments	\$ 439,710,171.92
* Market Value	

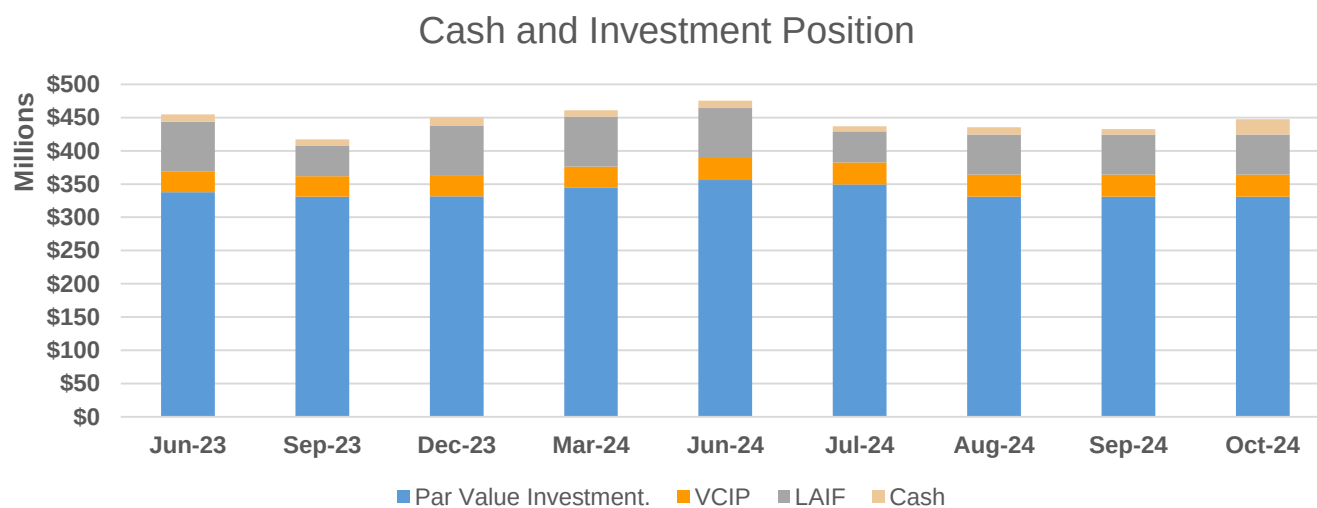
Page 1

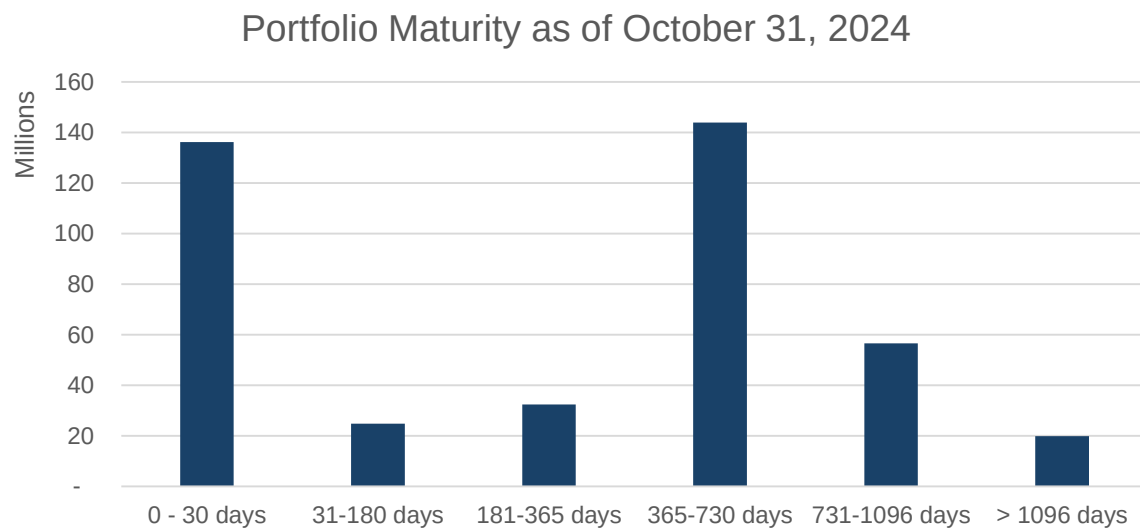
Investment Compliance

Authorized Investment at Market Value	Allowable Threshold (\$ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	\$75.0	\$75.00	\$-	\$-	\$75.0	4.52%	18.12%
VCIP	n/a	50.3	-	-	50.3	4.34%	12.15%
Federal Agencies	n/a	42.1	178.1	20.0	240.1	2.03%	58.02%
Medium Term Notes	30%	17.7	22.3	-	40.1	2.27%	9.68%
Supranational	20%	1.0	-	-	1.0	4.93%	0.24%
Treasuries	n/a	7.40	-	-	7.4	5.33%	1.79%
Total Investment		\$193.5	\$200.4	\$20.0	\$413.8	2.85%	100%

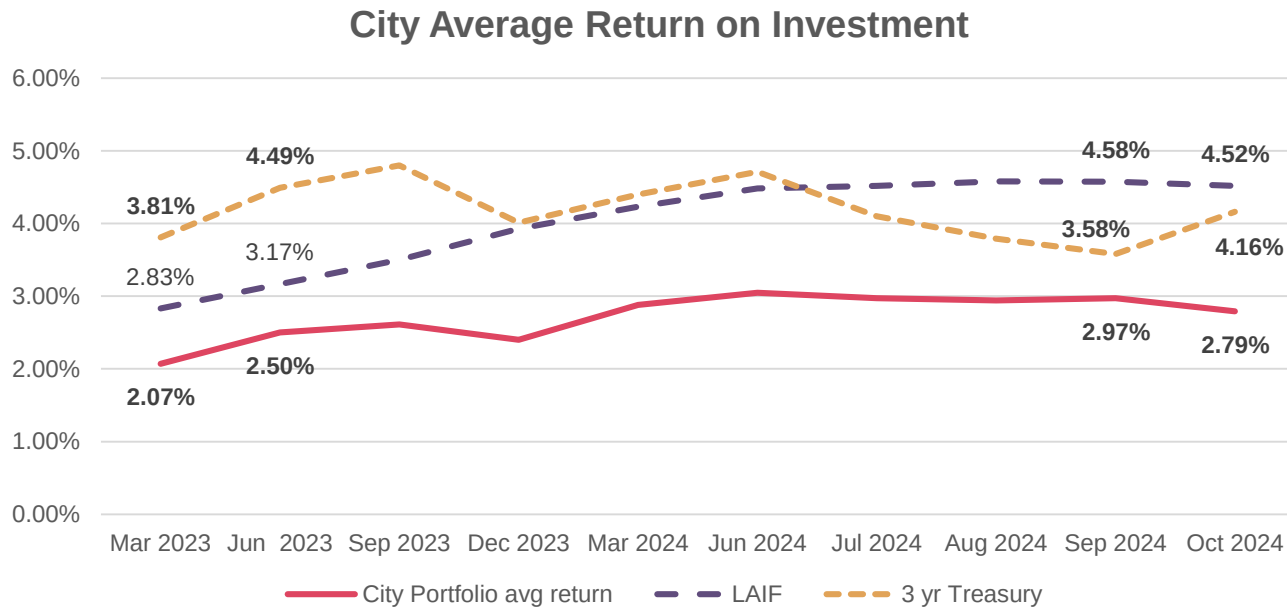
*Total may not add due to rounding

Cash and Investment Trend





Investment Return Trend



That The City Council receive and file the City of Oxnard Monthly Investment Report as of October 31, 2024.



Questions / Discussion



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11

DATE: December 3, 2024
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Conflict of Interest Code Amendment.

RECOMMENDATION

That the City Council adopt a resolution repealing all previous Conflict of Interest Code resolutions and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests ("Form 700").

(This item did not originate in committee.)

BACKGROUND

The Political Reform Act of 1974 (Government Code, §§ 81000 et seq.) (the "Act") requires all public agencies to adopt and maintain a conflict of interest code, which includes a list of positions that must file Statements of Economic Interests disclosing certain financial interests relating to particular duties. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances. (Gov. Code, §§ 87306, 87306.5.) The City Council is the code-reviewing body. This update is needed at this time to serve as the regular update of the Code.

The City Clerk and the City Attorney's Office have reviewed the City's Conflict of Interest Code and have determined that updates to the Code are necessary. All City departments were consulted and verified their Form 700 filing positions.

The proposed revisions are based on the establishment and recognition of new positions that must be designated, the deletion of titles that have been eliminated, the consolidation of designated positions, and the placement of designated positions into their updated departments.

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. 2024 Conflict of Interest Code Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING ALL PREVIOUS CONFLICT OF INTEREST CODE RESOLUTIONS AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard (“City”) and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the “Code”) in compliance with the Act, and has amended the Code in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on December 3, 2024 at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council hereby repeals all previous Conflict of Interest Code resolutions.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as **Exhibit A**.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

PASSED AND ADOPTED THIS 3rd day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A



**CITY OF OXNARD
CONFLICT OF INTEREST CODE**

2024

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD

CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

All statement of economic interest filers shall complete AB 1234 Ethics Training for Public Officials every two years, and within 60 days of assuming office.

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

Assistant City Treasurer/Assistant Chief Financial Officer

Housing Financial Officer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES ASSIGNED

City Attorney's Office

Assistant City Attorney	1, 2
Chief Assistant City Attorney	1, 2
Deputy City Attorney I/II/III/IV	1, 2
Law Office Manager	5

City Clerk's Office

Assistant City Clerk	5
City Clerk	5

City Manager's Office

Administrative Analyst (Senior/Supervisor)	2, 3, 5, 6
Administrative Services Analyst	2, 3, 5
Administrative Services Manager	1, 2
Assistant City Manager	1, 2
Deputy City Manager	1, 2
Information Technology Supervisor	5

Department of Billing and Licensing

Assistant City Treasurer/Department Director I	1, 2
Administrative Services Administrator/Supervisor	4

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Community Development Department**

Administrative Services Administrator/Supervisor	5
Administrative Services Analyst	2, 3
Assistant Department Director II	1, 2
Assistant Engineer	3, 5, 6
Associate Engineer	3, 5, 6
Building/Construction Inspector I/II	3, 5, 6
Civil Engineer	3, 5, 6
Contract Planner	2, 3, 5, 6
Department Director II	1, 2
Engineer Division Manager	3, 5, 6
Inspections/Code Compliance Administrator	5, 6
Inspections Field Supervisor	3, 5, 6
Permit Coordinator	2, 3, 5, 6
Planner	2, 3, 5, 6
Planner, Assistant	2, 3, 5, 6
Planning Manager	1, 2
Planning Supervisor	2, 3, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Cultural and Community Services Department**

Administrative Services Administrator/Supervisor	5, 6
Administrative Services Analyst	5, 6
Administrative Services Analyst, Senior	5, 6
Assistant Department Director I	1, 2
Cultural & Recreation Services Analyst	5, 6
Cultural and Recreation Services Manager	1, 2, 5, 6
Cultural & Recreation Services Supervisor	5, 6
Department Director I	1, 2
Library Manager	1, 5

Finance Department

Administrative Services Administrator/Supervisor	4
Administrative Services Analyst	4
Administrative Services Analyst, Senior	4
Administrative Services Manager	5
Assistant Department Director NRC I	4
Department Director II	1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Fire Department**

Administrative Services Analyst	4, 5
Administrative Services Analyst	5
Assistant Fire Chief	1, 2
Battalion Chief	5, 6
CUPA Manager	5, 6
Emergency Services Manager	5
EMS Coordinator	5
Fire Chief	1, 2
Fire Environmental Specialist I/II	6

Housing Department

Administrative Services Administrator/Supervisor	1, 2, 6
Administrative Services Analyst	3, 5
Administrative Services Analyst, Senior	2, 3, 5
Administrative Services Manager	1, 2, 6
Assistant Department Director I	6
Code Compliance Inspector	2, 3, 5, 6
Department Director II	1, 2
Maintenance & Operations Superintendent	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Human Resources Department**

Assistant Department Director NRC I	5
Department Director I	1, 2
Administrative Services Manager	5

Information Technology Department

Department Director I	1, 2
Deputy Chief Information Officer	5
Information Technology Officer I/II	5
Information Technology Supervisor	5

Police Department

Administrative Services Administrator	5
Administrative Services Manager	5
Assistant Police Chief	1, 2
Police Chief	1, 2
Police Commander	5, 6
Property & Records Manager	5
Public Safety Communications Manager	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Public Works Department**

Administrative Services Administrator	4, 5
Administrative Services Analyst	4, 5
Administrative Services Analyst, Senior	4, 5
Administrative Services Manager	1, 2
Administrative Services Supervisor	5
Assistant Department Director II	1, 2
Assistant Director of Utilities	1, 2
Chief Plant Operator	4
City Engineer	1, 2
Construction Project Manager	2, 3, 4
Department Director III	1, 2
Engineer Division Manager	1, 2
Fleet Services Mechanic Supervisor	5
Maintenance Crew Supervisor	5
Maintenance & Operations Superintendent	2, 5, 6
Plant Maintenance Superintendent	2, 5, 6
Plant Maintenance Supervisor	5
Plant Operations Manager	5
Senior Engineer	1, 2
Special Districts Manager	2, 3, 5
Utilities Manager	2, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED**

Utilities Technical Services Manager	2, 5, 6
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Members of Boards, Committees & Commissioners

Downtown Design Review Committee Member	1, 2
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Finance Authority Board Member	1, 2
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Housing Authority Commissioner	1, 2
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Las Cortes Member	1, 2
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Measure “O” Citizen Oversight Committee Member	1, 2
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Mobilehome Park Rent Review Board Member	2, 6
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Miscellaneous

Consultants and New Positions ²	1, 2
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Acting Positions	Subject to the same disclosure as position performed
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Interim Positions	Subject to the same disclosure as position performed
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² Individuals providing services as a “consultant,” as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.12

DATE: December 3, 2024

TO: City Council

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

SUBJECT: AB1600 Annual Report for Development Impact and In-Lieu Fees for the fiscal year ending June 30, 2024.

RECOMMENDATION

That the City Council receive and file the AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees for the fiscal year and five years ending June 30, 2024.

(Finance and Governance Committee approve 3-0 on November 12, 2024)

BACKGROUND

Development Impact Fees (DIFs) are a monetary exaction, other than a tax or special assessment, which is charged by a local governmental agency to an applicant in connection with approval of a development project. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The Mitigation Fee Act (Act), commonly known as Assembly Bill 1600 (AB1600), was adopted by the state of California in 1987 and created Section 66000 et. Seq. of the Government Code. AB1600 was enacted to ensure that new development mitigates its impact on the City's infrastructure.

AB1600 requires that agencies report annually on the fees collected and the use of those fees. The specific requirements are:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

On October 11, 2023, California Governor Gavin Newsom signed into law AB 516 which amended certain portions of the Mitigation Fee Act related to the annual and five-year reporting requirements. Under AB 516, Requirements 6 and 8 have been expanded to include:

- 6a. Identification of each public improvement identified in the previous report and whether construction began on the

approximate date noted

6b. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable

8a. For any refunds made, the number of persons or entities identified to receive those refunds

DISCUSSION

The City Council last approved the required annual report on the City's development impact fees on December 19, 2023 for the fiscal years ended June 30, 2023. The City has contracted with Harris & Associates, Inc. to prepare the required AB1600 Report for the fiscal year ended June 30, 2024. The attached report (Attachment 1) provides all of the required information as noted in the Background section above for the fiscal year ended June 30, 2024.

The City's Affordable Housing and utility undergrounding In-Lieu fees are also included in this report. These are fees that developers may elect to pay in-lieu of building the required inclusionary units or undergrounding their fronting utilities.

Improvements to the City's infrastructure are identified to meet current needs and to accommodate future growth. The governing document identifying these improvements may be the Capital Improvement Program (CIP), an Environmental Impact Report, a master plan, or a specific City Council action. The City recently adopted the 2025-2029 CIP plan which has also influenced the projects identified in the report.

New development that benefits from a particular improvement pays its pro-rata share of that improvement. Usually, the pro-rata share (fee) collected does not fully fund the infrastructure so other City resources are included. When an improvement benefitting a property has been constructed by the City, the new development's pro-rata share (fee) reimburses the City. If a developer has constructed an improvement, they receive reimbursement from fees collected by the City from other developments that contributed to the fee program that infrastructure is a part of. For relevant projects, the attached report shows how much of the project is funded with fees. The dates of the improvements are dependent upon the rate of development and the collection of sufficient revenues to complete the improvements.

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.

AB1600 allows a local agency to impose fees in connection with approval of a development project to defray all or a portion of the cost of public facilities related to the development project. If the local agency does not identify a specific use for the funds collected or uses of the funds for the specified public facility, it is required to refund, on a pro rata basis to the current record owner(s), the unexpended portion of the fee and any interest accrued thereon.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on November, 12 2024 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. FY 2023-24 AB1600 Report
2. AB1600 FY 2023-24 Presentation



AB1600 Annual Report for Development Impact and In-Lieu Fees City of Oxnard



For the Fiscal Year Ending June 30, 2024

Prepared by:



Harris & Associates.

101 Progress, Suite 250 | Irvine, CA | 92618

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Executive Summary

Development Impact Fees (DIFs) are fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies, on an annual basis, to prepare a report on the status of their Development Impact Fee (DIF) program in accordance with California Assembly Bill 1600 (AB1600). The City's In-Lieu fees that new development may choose to pay in lieu of mitigating their impacts through construction are also included in this report. This report will serve as the City of Oxnard's AB1600 report for the fiscal year starting July 1, 2023, and ending June 30, 2024 (FY 23-24).

The City of Oxnard's AB1600 five-year report was completed last year for the fiscal year starting July 1, 2018, and ending June 30, 2023. The next five-year report will be completed with the AB1600 Report for FY 27-28 and will cover July 1, 2023 to June 30, 2028.

The fees for Parks and Recreation, Storm Drain, Traffic Circulation, Growth Requirement Capital (Residential and Non-Residential), Public Art Program, Utility Undergrounding In-Lieu, and Affordable Housing In-Lieu were updated on May 19, 2020, by Resolution 15,329 adopting the City of Oxnard Development Impact Fee Nexus Study (April 2020) and Resolution 15,330 adopting the Affordable Housing In Lieu Fee Nexus Study (April 2020). To assist developers with adjusting to the new rates, Council adopted a phased in approach based upon level of fee increase and comparison with surrounding jurisdiction DIFs. The updated fees became effective July 18, 2020, and are adjusted annually using the June Engineering News Record (ENR) Construction Cost Increase (CCI) for the Los Angeles region. The City is currently working on updating the DIFs and anticipates adoption in 2025.

The City of Oxnard currently collects the DIFs and In-Lieu fees listed in the table below.

Fee	Fund Number
Parks and Recreation Fee	350-8020
Storm Drain Facility Fee	350-8030
Traffic Circulation Fee	350-8040
Growth Requirement Capital Fee (Residential & Non-Residential)	350-8050 & 350-8060
Mobility Fee	350-8055
Art in Public Places Fee	350-8080
Water Resource Development Fee	603
Water Capital Facility Charge	605
Wastewater Collection Connection & Treatment Fee	613
Affordable Housing In-Lieu Fee	360-7050
Utility Undergrounding In-Lieu Fee	350-8070

Section 1 – Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill 1600 (AB1600), commonly known as the Mitigation Fee Act, was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 requires the City to report fee information annually and every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

On October 11, 2023, California Governor Gavin Newsom signed into law AB 516 which amended certain portions of the Mitigation Fee Act related to the annual and five-year reporting requirements. Under AB 516, Requirements 6 and 8 have been expanded to include:

- 6a. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted
- 6b. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable
- 8a. For any refunds made, the number of persons or entities identified to receive those refunds

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identification of the purpose to which the fees are to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identification of all sources and amounts of funding anticipated to complete financing for incomplete improvements identified as part of the City's annual report
4. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for FY 23-24. The City previously completed a five-year report in FY 22-23.

Section 2 – Annual Report

The following section provides information necessary to meet the legal requirements for each impact fee fund. This includes a brief description of the fee, the amount of the fee, the beginning and ending balances, fee revenues collected, interest earned, and the expenditures on each project including the percentage that was funded with fees. It also includes a table summary of whether sufficient funds have been identified to complete future projects and the approximate date by which the construction of the public improvement will commence if sufficient funds have been identified. Any transfers or loans are also identified as well as any refunds from the account.

Fund 350-8020: Park and Recreation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Park and Recreation Fee requires that all new residential development pay a one-time fee per residential unit to fund the construction of new parks and/or to add additional amenities at the City’s existing parks that increase capacity of the park. The Park and Recreation Fee was originally established by Ordinances 1421, 1448, 1696, 1949, and 2031 and was updated in 2020 via Resolution 15,329.



Requirement 2. Amount of the fee.

The Park and Recreation Fee for FY 23-24 is summarized in **Table 1**.

Table 1: Park and Recreation Fee		
Land Use	Fee as of July 18, 2022	Fee as of July 18, 2023
Residential (<i>per DU</i>)		
Single Family	\$6,993.00	\$7,784.82
Multi Family	\$4,624.00	\$5,147.58
Non-Residential		
All Non-Residential	Exempt	Exempt

Requirement 3. Beginning and ending balance in the account or fund.

Table 2 summarizes the beginning and ending fund balances for the Park and Recreation Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 2 summarizes the fees collected and the interest earned for the Park and Recreation Fee during FY 23-24.

Table 2: Park and Recreation Fee Fund Summary	
Fund No. 350-8020	
Park and Recreation Fee	
Beginning Fund Balance as of July 1, 2023	\$835,757.92
Revenues	
Fees Collected	\$960,493.02
Interest Earned	\$48,393.91
Fair Market Value Adjustment ¹	(\$4,308.51)
Other Revenues	\$0.00
Total Revenues	\$1,004,578.42
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$780.00)
Total Expenses	(\$780.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$1,839,556.34
1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.	
2) Indirect Charges include central services expenses related to administering the fee program.	

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 3 displays the expenditures on Park and Recreation Fee projects for FY 23-24.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 3 outlines the planned projects for the Park and Recreation Fee and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed.

Table 3: Park and Recreation Fee Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C9001	Cabrillo Neighborhood Park	\$ 161,045.00	\$ 16,837.00	\$ -	\$ -	\$ 16,837.00	10%	FY 27-28	FY 27-28	n/a
C9401	Citywide Park Improvement Program	\$ 322,292.00	\$ 322,292.00	\$ 44,869.90	\$ -	\$ 277,422.10	100%	FY 27-28	In Progress	n/a
C2104	Campus Park Activation	\$ 9,350,000.00	\$ 850,000.00	\$ -	\$ -	\$ 850,000.00	9%	FY 24-25	FY 25-26	Construction Delay
C2249	Skatepark in Colonia	\$ 4,800,000.00	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	6%	FY 24-25	FY 25-26	Construction Delay
-	Indirect Charges ³	n/a	n/a	n/a	\$ 780.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 14,633,337.00	\$ 1,489,129.00	\$ 44,869.90	\$ 780.00	\$ 1,444,259.10				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds and staff resources.

3) Indirect Charges include central services expenses related to administering the fee program.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Fund 350-8030: Storm Drain Facility Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City imposes a fee on new development based upon their prorated share of the cost of constructing the improvements identified in the City's Drainage Master Plan. The City's Storm Drain Facility Fees were based on Ordinance 2258 and Resolution 10274 and were updated as part of the 2020 DIF update via Resolution 15,329.



Requirement 2. Amount of the fee.

The Storm Drain Facility Fee for FY 23-24 is summarized in **Table 4** below.

Table 4: Storm Drain Facility Fee

Land Use	Fee as of July 18, 2022	Fee as of July 18, 2023
Residential (<i>per gross Acre</i>)		
Single Family	\$21,263	\$23,670
Multi Family	\$29,237	\$32,547
Non-Residential (<i>per gross Acre</i>)		
All Non-Residential	\$29,237	\$32,547

Requirement 3. Beginning and ending balance in the account or fund.

Table 5 summarizes the beginning and ending fund balances for the Storm Drain Facility Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 5 summarizes the fees collected and the interest earned for the Storm Drain Facility Fee during FY 23-24.

Table 5: Storm Drain Facility Fee Fund Summary

Fund No. 350-8030

Storm Drain Facility Fee

Beginning Fund Balance as of July 1, 2023	\$10,032,449.32
Revenues	
Fees Collected	\$173,386.74
Interest Earned	\$333,428.00
Fair Market Value Adjustment ¹	\$230,072.00
Other Revenues	\$0.00
Total Revenues	\$736,886.74
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$19,026.00)
Total Expenses	(\$19,026.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024³	\$10,750,310.30

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

3) Ending fund balance calculated using the Revenues & Expenses listed is off by 24 cents likely due to rounding in the data. The listed balance is from the City's financial data.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 6 summarizes the expenditures this past year on storm drain projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 6 summarizes the planned projects for the Storm Drain Facility Fee and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed. The City’s CIP budget team is aware of the additional funds available for Storm Drain projects and are identifying eligible projects to be incorporated in the future CIP budget.

Table 6: Storm Drain Facility Fee Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C2406	Storm Drain Improvements Citywide	\$ 1,150,000.00	\$ 1,150,000.00	\$ -	\$ -	\$ 1,150,000.00	100%	FY 27-28	FY 27-28	n/a
C2534	Butler Road Stormdrain Improvements Project	\$ 750,000.00	\$ 750,000.00	\$ -	\$ -	\$ 750,000.00	100%	n/a	FY 27-28	n/a
C2535	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements Project	\$ 1,500,000.00	\$ 1,500,000.00	\$ -	\$ -	\$ 1,500,000.00	100%	n/a	FY 26-27	n/a
-	Indirect Charges ³	n/a	n/a	n/a	\$ 19,026.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 3,400,000.00	\$ 3,400,000.00	\$ -	\$ 19,026.00	\$ 3,400,000.00				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Indirect Charges include central services expenses related to administering the fee program.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Fund 350-8040: Traffic Circulation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City charges a fee to all new development and redevelopment in the City that generates additional vehicular trips above what can be reasonably associated with the current use of the property. The fee is used to construct improvements to the circulation system. The City's Traffic Circulation Fee (Formerly Circulation System Improvement Fee) was established under Ordinance 2258 and Resolutions 10016, 10673, 13328, 13600, and 13890 and was updated and renamed to the Traffic Circulation Fee during the 2020 DIF update via Resolution 15,329.

Requirement 2. Amount of the fee.

The Traffic Circulation Fees for FY 23-24 are summarized in **Table 7**.

Table 7: Traffic Circulation Fee

Land Use	Fee as of July 18, 2022	Fee as of July 18, 2023
Residential (per DU)		
Single Family	\$10,919.84	\$12,156.29
Mobile Home	\$5,783.52	\$6,438.39
Low-Rise Multi Family	\$8,466.25	\$9,424.89
Mid-Rise Multi Family	\$6,293.24	\$7,005.83
High-Rise Multi Family	\$5,147.49	\$5,730.34
Senior Housing	\$4,626.59	\$5,150.46
Commercial (per 1,000 SF)		
Office	\$11,266.36	\$12,542.05
Medical Office	\$6,767.19	\$7,533.44
General Commercial (C2)	\$7,332.80	\$8,163.09
Light Industrial	\$5,736.57	\$6,386.13
Warehouse	\$2,012.05	\$2,239.87
New Car Sales	\$6,882.32	\$7,661.61
Church	\$4,603.12	\$5,124.33
Restaurant	\$21,803.90	\$24,272.76
Fast Food w/ Drive Thru	\$114,398.39	\$127,351.74
Fueling Station w/ Car Wash		
Self Service Car Wash (per Stall)	\$30,351.76	\$33,788.49
Gas Station (per fueling station)	\$45,924.00	\$51,123.99
Hotel/Motel (per Room)		
All Hotel/Motel	\$5,633.74	\$6,271.65
Other (per Average Daily Trip)		
Other Uses Not Noted	\$1,156.93	\$1,287.93

Requirement 3. Beginning and ending balance in the account or fund.

Table 8 summarizes the beginning and ending fund balances for the Traffic Circulation Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 8 summarizes the fees collected and the interest earned for the Traffic Circulation Fee during FY 23-24.

Table 8: Traffic Circulation Fee Fund Summary	
Fund No. 350-8040	
Traffic Circulation Fee	
Beginning Fund Balance as of July 1, 2023	\$15,997,891.85
Revenues	
Fees Collected	\$5,094,642.51
Interest Earned	\$603,100.30
Fair Market Value Adjustment ¹	\$312,492.21
Other Revenues	\$0.00
Total Revenues	\$6,010,235.02
Expenses	
Project Expenses	(\$1,321,643.08)
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$17,166.00)
Total Expenses	(\$1,338,809.08)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$20,669,317.79

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 9 summarizes the expenditures this past year on Traffic Circulation Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 9 outlines the planned projects for the Traffic Circulation Fee projects and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed.

Table 9: Traffic Circulation Fee Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C1301	Rice Avenue & Fifth Street Railroad Grade Separation	\$ 114,260,096.00	\$ 6,431,096.00	\$ 784,007.69	\$ 15,264.24	\$ 5,631,824.07	5.63%	In Progress	In Progress	n/a
C1703	Oxnard Boulevard & Saviers Road Signal Improvements	\$ 3,208,956.00	\$ 726,566.00	\$ 71,408.68	\$ 655,156.97	\$ 0.35	22.64%	In Progress	In Progress	n/a
C1801	Oxnard Boulevard Bicycle Facilities Installation	\$ 2,747,978.00	\$ 708,828.00	\$ 43,658.22	\$ 330.00	\$ 664,839.78	25.79%	In Progress	In Progress	n/a
C1808	Traffic Signal Modifications	\$ 3,869,273.00	\$ 25,035.00	\$ 25,034.64	\$ -	\$ 0.36	0.65%	In Progress	Complete	Completed
C2003	Adaptive Traffic Signal	\$ 1,852,000.00	\$ 1,852,000.00	\$ 1,042,770.05	\$ 1,506.00	\$ 807,723.95	100.00%	In Progress	In Progress	n/a
C2005	Etting Road Bike & Pedestrian Facilities	\$ 3,107,964.00	\$ 411,147.00	\$ -	\$ 388,528.18	\$ 22,618.82	13.23%	n/a	In Progress	New Project
C2006	Traffic Signal Modernization	\$ 5,935,409.00	\$ 2,935,409.00	\$ 403,588.18	\$ 225,960.19	\$ 2,305,860.63	49%	In Progress	In Progress	n/a
C2213	US 101 Del Norte Interchange Upgrade ⁴	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	FY 28-29	FY 28-29	n/a
C2304	Five Points Intersection Modernization	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	FY 24-25	FY 28-30	Project Delay
C2415	Downtown Bus Stop Improvements	\$ 716,394.00	\$ 175,835.00	\$ -	\$ 34,897.50	\$ 140,937.50	25%	n/a	In Progress	New Project
n/a	Traffic Circulation Improvements Fee Study	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00	100%	FY 27-28	FY 27-28	n/a
n/a	Traffic Signal Timing	\$ 850,000.00	\$ 850,000.00	\$ -	\$ -	\$ 850,000.00	100%	FY 27-28	FY 27-28	n/a
-	Indirect Charges ⁵	n/a	n/a	n/a	\$ 17,166.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 137,548,070.00	\$ 15,115,916.00	\$ 2,370,467.46	\$ 1,338,809.08	\$ 11,423,805.46				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Project start date anticipated to begin FY28-29 due to Caltrans right of way oversight and funding delay.

5) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Funds 350-8050 & 350-8060: Growth Requirement Capital Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City's Growth Requirement Capital Fee funds general governmental facilities such as Fire and Police Stations, City Hall, Corporation Yards, and Recreation Facilities. The fee is based on Ordinance 2258 and Resolutions 10275, 10996, and 12975 and was updated as part of the 2020 DIF update via Resolution 15,329. The fee is collected based on additional covered space created by any new development. There are two separate funds for this fee. Fund 355 is for residential fees and Fund 356 is for non-residential fees.



Requirement 2. Amount of the fee.

The Growth Requirement Capital Fee for FY 23-24 is summarized in **Table 10**.

Table 10: Growth Requirement Capital Fee

Land Use	Fee as of July 18, 2022	Fee as of July 18, 2023
Residential (Fund 350-8050)		
Single Family (<i>per DU</i>)	\$5,981.00	\$6,658.23
Multi Family (<i>per DU</i>)	\$3,955.00	\$4,402.83
Non-Residential (Fund 350-8060)		
Retail (<i>per 1,000 building SF</i>)	\$2,018.00	\$2,246.50
Office (<i>per 1,000 building SF</i>)	\$2,409.00	\$2,681.77
Industrial (<i>per 1,000 building SF</i>)	\$953.49	\$1,061.45
Hotel (<i>per Room</i>)	\$603.00	\$671.28

Requirement 3. Beginning and ending balance in the account or fund.

Table 11 and **Table 12** summarize the beginning and ending fund balances for the Growth Requirement Capital Fee for FY 23-24. **Table 11** summarizes the residential fee and **Table 12** summarizes the non-residential fee.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 11 and **Table 12** summarize the fees collected and the interest earned for the Growth Requirement Capital Fee during FY 23-24. **Table 11** summarizes the residential fee and **Table 12** summarizes the non-residential fee.

Table 11: Growth Requirement Capital Fee (Residential) Fund Summary

Fund 350-8050	
Growth Requirement Capital Fee (Residential)	
Beginning Fund Balance as of July 1, 2023	\$1,227,303.65
Revenues	
Fees Collected	\$1,672,120.01
Interest Earned	\$63,904.14
Fair Market Value Adjustment ¹	\$21,703.42
Other Revenues	\$0.00
Total Revenues	\$1,757,727.57
Expenses	
Project Expenses	(\$457,357.12)
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$10,280.75)
Total Expenses	(\$467,637.87)
Transfers In	\$0.00
Transfers Out³	(\$408,489.00)
Ending Balance as of June 30, 2024	\$2,108,904.35

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

3) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.

Table 12: Growth Requirement Capital Fee (Non-Residential) Fund Summary

Fund 350-8060	
Growth Requirement Capital Fee (Non-Residential)	
Beginning Fund Balance as of July 1, 2023	\$2,359,607.49
Revenues	
Fees Collected	\$228,210.99
Interest Earned	\$81,893.76
Fair Market Value Adjustment ¹	\$59,411.81
Other Revenues	\$0.00
Total Revenues	\$369,516.56
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$669.00)
Total Expenses	(\$669.00)
Transfers In	\$0.00
Transfers Out³	(\$136,163.00)
Ending Balance as of June 30, 2024	\$2,592,292.05

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

3) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 13 and **Table 14** summarize the expenditures this past year on Growth Requirement Capital Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 13 and **Table 14** outline the planned projects for the Growth Requirement Capital Fees and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed.

Table 13: Growth Requirement Capital Fee (Residential) Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C1702	Fire Station 4 Rebuild Design	\$ 3,250,000.00	\$ 715,000.00	\$ 22,171.00	\$ 276,637.12	\$ 416,191.88	22.00%	FY 25-26	In Progress	Design Started
C2255	Fire Station 2,3,5 Architecture/Design	\$ 3,550,000.00	\$ 550,000.00	\$ -	\$ 180,720.00	\$ 369,280.00	15.49%	FY 25-26	In Progress	Design Started
-	Professional Services/Contract ³	n/a	n/a	\$ -	\$ 8,410.75	\$ -	n/a	n/a	n/a	n/a
-	Indirect Charges ⁴	n/a	n/a	\$ -	\$ 1,870.00	\$ -	n/a	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 6,800,000.00	\$ 1,265,000.00	\$ 22,171.00	\$ 467,637.87	\$ 785,471.88				
-	Bond Payments - Civic Center Phase 2 ⁵	n/a	n/a	n/a	\$ 408,489.00	\$ 3,088,114.50	25.50%	n/a	n/a	n/a
GRAND TOTAL		\$ 6,800,000.00	\$ 1,265,000.00	\$ 22,171.00	\$ 876,126.87	\$ 3,873,586.38				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Charges related to consulting services for development impact fee reporting requirements.

4) Indirect Charges include central services expenses related to administering the fee program.

5) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Note: Small variances may appear due to rounding.

Table 14: Growth Requirement Capital Fee (Non-Residential) Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C1702	Fire Station 4 Rebuild Design	\$ 3,250,000.00	\$ 2,535,000.00	\$ -	\$ -	\$ 2,535,000.00	78.00%	FY 25-26	In Progress	Design Started
-	Indirect Charges ³	n/a	n/a	n/a	\$ 669.00	n/a	n/a	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 3,250,000.00	\$ 2,535,000.00	\$ -	\$ 669.00	\$ 2,535,000.00				
-	Bond Payments - Civic Center Phase 2 ⁴	n/a	n/a	n/a	\$ 136,163.00	\$ 1,029,371.50	8.50%	n/a	n/a	n/a
GRAND TOTAL		\$ 3,250,000.00	\$ 2,535,000.00	\$ -	\$ 136,832.00	\$ 3,564,371.50				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Indirect Charges include central services expenses related to administering the fee program.

4) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Fund 350-8050 had a transfer of \$408,489.00 for the debt service payment on the Variable Rate Demand Lease Revenue Refunding Bonds related to the Downtown Civic Center. Fund 350-8060 had a transfer of \$136,163.00 for debt service payment on the same bonds.

The Variable Rate Demand Lease Revenue Refunding Bonds (Civic Center Phase 2 Project), Series 2006 were issued on December 1, 2006 for \$24,205,000 to finance the acquisition, construction, and improvement of certain public facilities constituting the Civic Center Phase 2 Project. This debt was refunded on April 30, 2018 as part of the Lease Revenue Refunding Bonds Series 2018. The outstanding balance as of June 30, 2024 is \$19,340,000. The impact fee funds 21.29% (or 34% of 62.63% portion of the bond repayment), which means there is an outstanding balance of \$4,117,486 allocated to impact fee funds. The impact fee debt service payment is split 75% from Fund 350-8050 and 25% from Fund 350-8060. This means there is an outstanding obligation of \$3,088,114.50 for Fund 350-8050 and \$1,029,371.50 for Fund 350-8060. The payments on these bonds constitute the City's obligations that exist through the maturity date of the bonds on June 1, 2036.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Fund 350-8055: Mobility Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Mobility Fee covers the cost to mitigate the effects of new development on the City's mobility facilities including sidewalks, bike lanes, pedestrian bridges, and other similar facilities that are necessary to improve connectivity within the City, improve bicycle and pedestrian safety, improve bicycle and pedestrian access to public transportation stops and stations, and increase bicycle mode sharing. This fee was created in the 2020 update by Resolution 15,329.



Requirement 2. Amount of the fee.

The Mobility Fee for FY 23-24 is summarized in **Table 15**.

Table 15: Mobility Fee

Land Use	Fee as of July 18, 2022	Fee as of July 18, 2023
Residential (per DU)		
Single Family	\$3,396.00	\$3,780.53
Multi Family	\$2,245.00	\$2,499.20
Non-Residential (per 1,000 SF)		
Retail	\$1,146.00	\$1,275.76
Office	\$1,367.00	\$1,521.79
Industrial	\$485.00	\$539.92
Hotel (per Room)	\$342.00	\$380.72

Requirement 3. Beginning and ending balance in the account or fund.

Table 16 summarizes the beginning and ending fund balances for the Mobility Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 16 summarizes the fees collected and the interest earned for the Mobility Fee for FY 23-24.

Table 16: Mobility Fee Fund Summary

Fund 350-8055	
Mobility Fee	
Beginning Fund Balance as of July 1, 2023	\$805,284.44
Revenues	
Fees Collected	\$437,876.39
Interest Earned	\$36,016.18
Fair Market Value Adjustment ¹	\$7,580.00
Other Revenues	\$0.00
Total Revenues	\$481,472.57
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024²	\$1,286,756.77

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Ending fund balance calculated using the Revenues & Expenses listed is off by 24 cents likely due to rounding in the data. The listed balance is from the City's financial data.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures this past year on Mobility Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 17 outlines the planned projects for the Mobility Fee and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed.

Table 17: Mobility Fee Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C2212	Safe Route Safety Enhancements	\$ 4,509,711.59	\$ 855,000.00	\$ -	\$ -	\$ 855,000.00	18.96%	n/a	In Progress	New Project
n/a	Wooley Road Pedestrian Improvements ³	\$ 2,400,000.00	\$ 2,400,000.00	\$ -	\$ -	\$ 2,400,000.00	100%	FY 27-28	FY 27-28	n/a
n/a	Pedestrian Bridge Improvements at Channel Islands Bridge ^{3,4}	\$ 18,000,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	1.39%	FY 28-29	FY 28-29	n/a
GRAND TOTAL		\$ 24,909,711.59	\$ 3,505,000.00	\$ -	\$ -	\$ 3,505,000.00				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Project is identified in the City of Oxnard 2022-2027 Capital Improvement Program as unfunded but qualifies for funding from the Mobility Fee Fund.

4) Approximate Construction Start Date is FY28-29 due to NEPA and right-of-way requirements for grant funding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Fund 350-8080: Public Art Program Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Public Art Program Fee is based on Resolutions No. 9813, 12290, 13013, 13736, and 14124 and was updated as part of 2020 DIF update via Resolution 15,329. The purpose of the program is to install works of art in conjunction with new development in locations accessible to the public. This fee is designed to enhance the City's appearance and mitigate certain effects of development projects. All new development projects pay this fee.



Requirement 2. Amount of the fee.

The Public Art Program Fee for FY 23-24 is summarized in **Table 18**.

Table 18: Public Art Program Fee

Land Use	Fee as of July 18, 2022	Fee as of July 18, 2023
All New Development (<i>per building SF</i>)	\$0.30	\$0.33

Requirement 3. Beginning and ending balance in the account or fund.

- **Table 19** summarizes the beginning and ending fund balances for the Public Art Program Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

- **Table 19** summarizes the fees collected and the interest earned for the Public Art Program Fee during FY 23-24.

Table 19: Public Art Program Fee Fund Summary

Fund 350-8080

Public Art Program Fee

Beginning Fund Balance as of July 1, 2023	\$1,210,449.81
Revenues	
Fees Collected	\$51,050.71
Interest Earned	\$0.00
Fair Market Value Adjustment ¹	\$0.00
Other Revenues	\$0.00
Total Revenues	\$51,050.71
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$1,116.00)
Total Expenses	(\$1,116.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$1,260,384.52

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 20 summarizes the expenditures this past year on Public Art Program Fee projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 20 outlines planned future expenditures for Public Art Program Fee projects and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed. The City’s CIP budget team is aware of the additional funds available for Public Art projects and are in the process of identifying further applicable projects. Public Art projects require advanced planning time as it involves multiple stakeholders and evolving design processes.

Table 20: Public Art Program Fee Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
M1802	Downtown Mural Program	\$ 90,000.00	\$ 45,000.00	\$ 44,698.47	\$ -	\$ 301.53	50%	In Progress	In Progress	n/a
n/a	Oxnard Sculptures Program	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	In Progress	In Progress	n/a
n/a	Citywide Mural Program	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	In Progress	In Progress	n/a
n/a	Crosswalk Art	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	n/a	FY 24-25	n/a
n/a	Civic Center Murals	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	n/a	FY 25-26	n/a
-	Indirect Charges ²	n/a	n/a	n/a	\$ 1,116.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 940,000.00	\$ 895,000.00	\$ 44,698.47	\$ 1,116.00	\$ 850,301.53				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Indirect Charges include central services expenses related to administering the fee program.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Funds 603 & 605: Water Resource Development Fee & Capital Facility Charge

Requirement 1. Brief description of the type of fee in the account or fund.

The City collects a Water Resource Development Fee and Capital Facility Charge for new, expanded, or additional service connections based on the diameter of the meter installation directly related to the volume of water required for the new, expanded, or additional service connection.



The Water Resource Development Fee pays for the development of new water resources, such as recycled water, to offset demand by new customers, and water conservation projects, reducing water demand. The Water Resource Development Fee was adopted by Ordinance 2624 consistent with the requirement of Government Code Sections 54999 through 54999.6.

The Water Capital Facility Charge pays for master-planned capacity improvements to the City's water system, such as the addition of new production, treatment, storage, transmission, and distribution facilities. The Water Capital Facility Charge was adopted by Resolution 9717.

Requirement 2. Amount of the fee.

The Water Resource Development Fee and Capital Facility Charge for FY 23-24 are summarized in Table 21.

Table 21: Water Resource Development Fee and Capital Facility Charge

Water Meter Size	Water Resource Development Fee	Capital Facility Charge	Total Fee
3/4"	\$2,792	\$341	\$3,133
1"	\$5,583	\$682	\$6,265
1 1/2 "	\$8,375	\$1,023	\$9,398
2"	\$13,958	\$1,706	\$15,664
3"	\$30,708	\$3,752	\$34,460
4"	\$47,458	\$5,799	\$53,257
6"	\$92,125	\$11,257	\$103,382
8"	\$147,958	\$18,080	\$166,038
10"	\$315,457	\$38,548	\$354,005
12"	\$502,498	\$61,404	\$563,902

Requirement 3. Beginning and ending balance in the account or fund.

Table 22 and **Table 23** summarize the beginning and ending fund balances for the Water Resource Development Fee and Capital Facility Charge for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 22 and **Table 23** summarize the fees collected and the interest earned for the Water Resource Development Fee and Capital Facility Charge during FY 23-24.

Table 22: Water Resource Development Fee Fund Summary
Fund 603

Water Resource Development Fee

Beginning Fund Balance as of July 1, 2023	\$18,435,147.39
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Revenues

Fees Collected	\$984,012.00
Interest Earned	\$624,171.06
Fair Market Value Adjustment ¹	\$422,574.99
Other Revenues	\$0.00

Total Revenues	\$2,030,758.05
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Expenses

Project Expenses	(\$826.30)
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$21,294.00)

Total Expenses	(\$22,120.30)
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Transfers In	\$0.00
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Transfers Out	\$0.00
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Ending Balance as of June 30, 2024	\$20,443,785.14
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1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

Table 23: Water Capital Facility Charge Fund Summary

Fund 605	
Water Capital Facility Charge	
Beginning Fund Balance as of July 1, 2023	\$1,597,810.08
Revenues	
Fees Collected	\$114,821.00
Interest Earned	\$54,413.76
Fair Market Value Adjustment ¹	\$35,655.09
Other Revenues	\$0.00
Total Revenues	\$204,889.85
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$4,426.00)
Total Expenses	(\$4,426.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$1,798,273.93

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 24 and **Table 25** summarize the expenditure for this past year for the Water Resource Development Fee and Capital Facility Charge.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 24 and **Table 25** outline the planned future projects for the Water Resource Development Fee and Capital Facility Charge and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed.

Table 24: Water Resource Development Fee Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C1001	Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II	\$ 30,376,344.64	\$ 11,876,345.00	\$ 1,362,706.13	\$ -	\$ -	39.10%	Completed	In Progress	Project Expanded
C1101	Great ASR Wells	\$ 2,574,419.00	\$ 643,271.00	\$ 630,534.85	\$ 826.30	\$ 11,909.85	24.99%	In Progress	In Progress	n/a
C2023	Recycled Water AWPf Improvements and Expansion	\$ 39,000,000.00	\$ 6,000,000.00	\$ -	\$ -	\$ 6,000,000.00	15.38%	n/a	FY 28-29	New Project
C2551	Recycled Water: Aquifer Storage and Recover (ASR) / Injection Well Field	\$ 1,500,000.00	\$ 1,500,000.00	\$ -	\$ -	\$ 1,500,000.00	100%	n/a	FY 28-29	New Project
-	Indirect Charges ⁴	n/a	n/a	n/a	\$ 21,294.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 73,450,763.64	\$ 20,019,616.00	\$ 1,993,240.98	\$ 22,120.30	\$ 7,511,909.85				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Table 25: Water Capital Facility Charge Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C2308	Recycled Water: AWPf Storage Construction	\$ 6,000,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ 3,000,000.00	50%	FY 27-28	FY 27-28	n/a
n/a	Aquifer Storage and Recovery (ASR) Wells Construction	\$ 31,350,000.00	\$ 15,675,000.00	\$ -	\$ -	\$ 15,675,000.00	50%	FY 27-28	FY 27-28	n/a
C2113	Recycled Water Feature Campus Park	\$ 400,000.00	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00	100%	n/a	FY 27-28	New Project
-	Indirect Charges ⁴	n/a	n/a	n/a	\$ 4,426.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 37,750,000.00	\$ 19,075,000.00	\$ -	\$ 4,426.00	\$ 19,075,000.00				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Indirect Charges include central services expenses related to administering the fee program.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from these funds in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Fund 613: Wastewater Collection Connection & Treatment Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City collects a Wastewater Collection Connection & Treatment Fee for new, expanded, or additional service connections. The City imposes fees based on new development's prorated share of the cost of constructing the improvements identified in the City's Master Plans for Wastewater Treatment and Conveyance. The current wastewater fees were adopted by Ordinance 2709. The City previously collected two separate fees, the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee, in Fund 613 and Fund 623 respectively. As of FY 23-24, these two funds have been combined into one fund for both fees.

Requirement 2. Amount of the fee.

The Wastewater Collection Connection & Treatment Fee for FY 23-24 are summarized in **Table 26**.

Table 26: Wastewater Collection Connection & Treatment Fee

Land Use	Wastewater Collection Connection Fee	Wastewater Treatment Connection Fee	Total Fee
Residential			
Single Family	\$1,458.00	\$3,798.00	\$5,256.00
Apartment ¹	\$1,060.36	\$2,762.18	\$3,822.54
Mobile Home ¹	\$839.45	\$2,186.73	\$3,026.18
Non-Residential			
Non-Formula Commercial/Industrial	\$1,458.00	\$4,078.80	\$5,536.80
Commercial Laundry	\$1,458.00	\$4,539.00	\$5,997.00
Restaurants/Food Preparation	\$1,458.00	\$7,092.20	\$8,550.20
Formula Industrial User	\$1,458.00	\$7,279.40	\$8,737.40

1) Special formulas are used for mobile homes and apartment developments that can be served by a single meter. These formulas can be found in the City's most recently published Fee Schedule.

Requirement 3. Beginning and ending balance in the account or fund.

Table 27 summarizes the beginning and ending fund balances for the Wastewater Collection Connection & Treatment Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 27 summarizes the fees collected and the interest earned for the Wastewater Collection Connection & Treatment Fee FY 23-24.

Table 27: Wastewater Collection Connection & Treatment Fee Fund Summary

Fund 613

Wastewater Collection Connection & Treatment Fee

Beginning Fund Balance as of July 1, 2023	\$13,674,682.28
Revenues	
Fees Collected	\$2,809,487.17
Interest Earned	\$474,819.00
Fair Market Value Adjustment ¹	\$240,366.29
Other Revenues	\$0.00
Total Revenues	\$3,524,672.46
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$20,024.00)
Total Expenses	(\$20,024.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024³	\$17,179,331.10

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

3) Ending fund balance calculated using the Revenues & Expenses listed is off by 36 cents likely due to rounding in the data. The listed balance is from the City's financial data.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 28 summarizes the expenditures for this past year for the Wastewater Collection Connection & Treatment Fee.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 28 outlines the planned projects for the Wastewater Collection Connection & Treatment Fee and the anticipated construction start date for each. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed.

Table 28: Wastewater Collection Connection & Treatment Fee Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C2236	Wastewater OWTP: Maintenance, Office Building, Machine Shop and Storage	\$ 15,000,000.00	\$ 15,000,000.00	\$ -	\$ -	\$ 15,000,000.00	100%	FY 25-26	FY 25-26	n/a
M1202	Wastewater Master Plan	\$ 2,904,720.00	\$ 1,957,360.00	\$ 1,887,721.92	\$ -	\$ 69,638.08	67%	n/a	Completed	n/a
M0801	Septic Conversion Loan Program	\$ 109,967.00	\$ 109,967.00	\$ 57,799.00	\$ -	\$ 52,168.00	100%	n/a	In Progress	n/a
-	Indirect Charges ⁴	n/a	n/a	n/a	\$ 20,024.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 18,014,687.00	\$ 17,067,327.00	\$ 1,945,520.92	\$ 20,024.00	\$ 15,121,806.08				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Subject to change pending CIP Budget plans and available funding. Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Fund 360-7050: Affordable Housing In-Lieu Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City offers an Affordable Housing In-Lieu fee to provide additional flexibility to the City and development community to meet the affordable housing needs generated by the construction of new market-rate units. The City's Affordable Housing In-Lieu Fees were first established by Ordinance 2721 adopted July 18, 2006. The Fees were revised with Resolution No. 15,330 which adopted the Affordable Housing In-Lieu Fee Nexus Study dated April 8, 2020.



Requirement 2. Amount of the fee.

The Affordable Housing In-Lieu Fee for FY 23-24 is summarized in **Table 29** below.

Table 29: Affordable Housing In-Lieu Fee

Land Use	Fee as of July 18, 2022	Fee as of July 18, 2023
Residential (<i>per DU</i>)		
Single Family	\$36,000.00	\$40,076.29
Multi Family for Sale	\$35,000.00	\$38,963.06
Multi Family for Rent	\$28,000.00	\$31,170.45

Requirement 3. Beginning and ending balance in the account or fund.

Table 30 summarizes the beginning and ending fund balances for the Affordable Housing In-Lieu Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 30 summarizes the fees collected and the interest earned for the Affordable Housing In-Lieu Fee during FY 23-24.

Table 30: Affordable Housing In-Lieu Fee Fund Summary

Fund 360-7050	
Affordable Housing In-Lieu Fee	
Beginning Fund Balance as of July 1, 2023	\$2,966,385.12
Revenues	
Fees Collected	\$473,000.00
Interest Earned	\$198,864.34
Fair Market Value Adjustment ¹	\$155,497.70
Other Revenues	\$126,292.15
Total Revenues	\$953,654.19
Expenses	
Project Expenses	(\$1,174,335.25)
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$41,275.01)
Total Expenses	(\$1,215,610.26)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2024	\$2,704,429.05

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include personnel and resource expenses related to administering the fee program.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 31 summarizes the expenditures this past year on affordable housing projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 31 outlines the planned future expenditures for the Affordable Housing In-Lieu Fee and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed. The City’s CIP budget team and Housing Department are aware of the additional funds available for Affordable Housing projects. Affordable Housing projects often require advanced planning time or are a result of opportune circumstances as they involve multiple stakeholders, specific conditions, and sufficient funding to complete projects.

Table 31: Affordable Housing Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
M2103	Central Terrace Development Loan	\$ 1,366,000.00	\$ 1,366,000.00	\$ 38,147.36	\$ 1,174,335.25	\$ 153,517.39	100%	In Progress	In Progress	n/a
n/a	Downtown Acquisition & Disposition	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	100%	FY 23-24	In Progress	n/a
n/a	Indirect Charges ³	n/a	n/a	n/a	\$ 41,275.01	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 1,441,000.00	\$ 1,441,000.00	\$ 38,147.36	\$ 1,215,610.26	\$ 228,517.39				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Indirect Charges include personnel and resource expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Fund 350-8070: Utility Undergrounding In-Lieu Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City imposes a fee on new development that is located in any part of the City with overhead utility service based upon their prorated share of the cost of undergrounding all overhead utilities in the City. The City's Utility Undergrounding In-Lieu Fees were based on Ordinance 2207 and were updated as part of the 2020 DIF update via Resolution 15,329.

Requirement 2. Amount of the fee.

The Utility Undergrounding In-Lieu Fee for FY 23-24 is summarized in **Table 32** below.

Table 32: Utility Undergrounding In-Lieu Fee

Land Use	Fee as of July 18, 2022	Fee as of July 18, 2022
All New Development (<i>per building SF</i>)	\$0.54	\$0.54

Requirement 3. Beginning and ending balance in the account or fund.

Table 33 summarizes the beginning and ending fund balances for the Utility Undergrounding In-Lieu Fee for FY 23-24.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 33 summarizes the fees collected and the interest earned for the Utility Undergrounding In-Lieu Fee during FY 23-24.

Table 33: Utility Undergrounding In-Lieu Fee Fund Summary

Fund 350-8070

Utility Undergrounding In-Lieu Fee

Beginning Fund Balance as of July 1, 2023 **\$1,680,337.93**

Revenues

Fees Collected \$56,643.25

Interest Earned \$56,093.44

Fair Market Value Adjustment¹ \$39,772.27

Other Revenues \$0.00

Total Revenues **\$152,508.96**

Expenses

Project Expenses \$0.00

Developer Reimbursement \$0.00

Indirect Charges \$0.00

Total Expenses **\$0.00**

Transfers In **\$0.00**

Transfers Out **\$0.00**

Ending Balance as of June 30, 2024 **\$1,832,846.89**

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

Requirement 5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenditures this past year on utility undergrounding projects.

Requirement 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable.

Table 34 outlines the planned projects for the Utility Undergrounding In-Lieu Fee and the anticipated construction start date for each project. If the approximate start date for a project has been revised from the last AB1600 Report, the reason is listed.

Table 34: Utility Undergrounding Projects

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
-	Undergrounding of Overhead Utilities - Citywide	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	100%	FY 27-28	FY 28-29	Project Delay
GRAND TOTAL		\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ 2,000,000.00				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

Requirement 7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in FY 23-24.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects. For any refunds made, the number of persons or entities identified to receive those refunds.

There were no refunds made from this fund in FY 23-24.

Section 3 – Fund Summary

Table 35 provides an accounting of each impact fee fund and a total impact fee account balance. The table summarizes the starting fund balance, the amount of fees collected, the interest earned, the total expenditures, and the fiscal year ending fund balances.

Table 35: Development Impact Fee Fund Summary

Description	Park Acquisition & Development	Storm Drain Facility Fee ³	Traffic Circulation Fee	Capital Growth Fee (Residential)	Capital Growth Fee (Non- Residential)	Mobility Fee ³	Public Art Program Fee	Water Resource Development Fee	Water Capital Facility Charge	Wastewater Collection & Treatment Fee ³	Affordable Housing In-Lieu Fee	Utility Undergrounding In-Lieu Fee
Fund No.	350-8020	350-8030	350-8040	350-8050	350-8060	350-8055	350-8080	603	605	613	360-7050	350-8070
Starting Balance												
As of July 1, 2023	\$835,757.92	\$10,032,449.32	\$15,997,891.85	\$1,227,303.65	\$2,359,607.49	\$805,284.44	\$1,210,449.81	\$18,435,147.39	\$1,597,810.08	\$13,674,682.28	\$2,966,385.12	\$1,680,337.93
REVENUES												
Fees Collected	\$960,493.02	\$173,386.74	\$5,094,642.51	\$1,672,120.01	\$228,210.99	\$437,876.39	\$51,050.71	\$984,012.00	\$114,821.00	\$2,809,487.17	\$473,000.00	\$56,643.25
Interest Earned	\$48,393.91	\$333,428.00	\$603,100.30	\$63,904.14	\$81,893.76	\$36,016.18	\$0.00	\$624,171.06	\$54,413.76	\$474,819.00	\$198,864.34	\$56,093.44
Fair Market Value Adjustment ¹	(\$4,308.51)	\$230,072.00	\$312,492.21	\$21,703.42	\$59,411.81	\$7,580.00	\$0.00	\$422,574.99	\$35,655.09	\$240,366.29	\$155,497.70	\$39,772.27
Other Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$126,292.15	\$0.00
Total Revenues	\$1,004,578.42	\$736,886.74	\$6,010,235.02	\$1,757,727.57	\$369,516.56	\$481,472.57	\$51,050.71	\$2,030,758.05	\$204,889.85	\$3,524,672.46	\$953,654.19	\$152,508.96
EXPENSES												
Project Expenditures	\$0.00	\$0.00	(\$1,321,643.08)	(\$457,357.12)	\$0.00	\$0.00	\$0.00	(\$826.30)	\$0.00	\$0.00	(\$1,174,335.25)	\$0.00
Developer Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Charges ²	(\$780.00)	(\$19,026.00)	(\$17,166.00)	(\$10,280.75)	(\$669.00)	\$0.00	(\$1,116.00)	(\$21,294.00)	(\$4,426.00)	(\$20,024.00)	(\$41,275.01)	\$0.00
Total Expenditures	(\$780.00)	(\$19,026.00)	(\$1,338,809.08)	(\$467,637.87)	(\$669.00)	\$0.00	(\$1,116.00)	(\$22,120.30)	(\$4,426.00)	(\$20,024.00)	(\$1,215,610.26)	\$0.00
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	(\$408,489.00)	(\$136,163.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	(\$408,489.00)	(\$136,163.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance												
As of June 30, 2024	\$1,839,556.34	\$10,750,310.30	\$20,669,317.79	\$2,108,904.35	\$2,592,292.05	\$1,286,756.77	\$1,260,384.52	\$20,443,785.14	\$1,798,273.93	\$17,179,331.10	\$2,704,429.05	\$1,832,846.89

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include expenses for central services, personnel and resource expenses related to administering the fee program.

3) Ending fund balance has slight variance (less than one dollar), likely due to rounding.

AB1600 ANNUAL AND FIVE-YEAR REPORT FOR DEVELOPMENT IMPACT AND IN-LIEU FEES FOR FISCAL YEAR 2023-2024

City Council
December 3, 2024

Connie Fife
Harris & Associates

That the City Council receive and file the ABI 600 Annual Report for Development Impact and In-Lieu Fees for the fiscal year ended June 30, 2024.

- Assembly Bill (AB) 1600, commonly known as the Mitigation Fee Act, requires the city to file a report annually summarizing the following information:
 - Brief description of the type of fee in the account or fund.
 - Amount of the fee.
 - Beginning and ending balance in the account or fund.
 - Amount of fees collected and the interest earned during the previous year.
 - Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.
 - An identification of an approximate date by which the construction of the public improvement will commence. If different than last year's approximation, reason why.
 - Description of each inter-fund transfer or loan made from the account.
 - Identification of any refunds made and if so, number of persons/entities that received refunds.

- Every five years, the City is required to file a report summarizing the following additional information:
 - Identification of the purpose of the fee.
 - Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
 - Identify all sources and amounts of funding anticipated to complete financing for incomplete improvements.
 - Identify approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund.
- The last ABI 600 Five-Year report was done for Fiscal Year ending June 30, 2023

Impact Fee Funds

Fee	Fund Number
Parks and Recreation Fee	350-8020
Storm Drain Facility Fee	350-8030
Traffic Circulation Fee	350-8040
Growth Requirement Capital Fee (Residential & Non-Residential)	350-8050 & 350-8060
Mobility Fee	350-8055
Art in Public Places Fee	350-8080
Water Resource Development Fee	603
Water Capital Facility Charge	605
Wastewater Collection Connection & Treatment Fee	613
Affordable Housing In-Lieu Fee	360-7050
Utility Undergrounding In-Lieu Fee	350-8070

Impact Fee Summary (Government Funds)

Description	Park Acquisition & Development	Storm Drain Facility Fee ³	Traffic Circulation Fee	Capital Growth Fee (Residential)	Capital Growth Fee (Non- Residential)	Mobility Fee ³	Public Art Program Fee
Fund No.	350-8020	350-8030	350-8040	350-8050	350-8060	350-8055	350-8080
Starting Balance							
As of July 1, 2023	\$835,757.92	\$10,032,449.32	\$15,997,891.85	\$1,227,303.65	\$2,359,607.49	\$805,284.44	\$1,210,449.81
REVENUES							
Fees Collected	\$960,493.02	\$173,386.74	\$5,094,642.51	\$1,672,120.01	\$228,210.99	\$437,876.39	\$51,050.71
Interest Earned	\$48,393.91	\$333,428.00	\$603,100.30	\$63,904.14	\$81,893.76	\$36,016.18	\$0.00
Fair Market Value Adjustment ¹	(\$4,308.51)	\$230,072.00	\$312,492.21	\$21,703.42	\$59,411.81	\$7,580.00	\$0.00
Other Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$1,004,578.42	\$736,886.74	\$6,010,235.02	\$1,757,727.57	\$369,516.56	\$481,472.57	\$51,050.71
EXPENSES							
Project Expenditures	\$0.00	\$0.00	(\$1,321,643.08)	(\$457,357.12)	\$0.00	\$0.00	\$0.00
Developer Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Charges ²	(\$780.00)	(\$19,026.00)	(\$17,166.00)	(\$10,280.75)	(\$669.00)	\$0.00	(\$1,116.00)
Total Expenditures	(\$780.00)	(\$19,026.00)	(\$1,338,809.08)	(\$467,637.87)	(\$669.00)	\$0.00	(\$1,116.00)
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	(\$408,489.00)	(\$136,163.00)	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	(\$408,489.00)	(\$136,163.00)	\$0.00	\$0.00
Ending Balance							
As of June 30, 2024	\$1,839,556.34	\$10,750,310.30	\$20,669,317.79	\$2,108,904.35	\$2,592,292.05	\$1,286,756.77	\$1,260,384.52

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include expenses for central services, personnel and resource expenses related to administering the fee program.

3) Ending fund balance has slight variance (less than one dollar), likely due to rounding.

Impact Fee Summary (Utility Funds)

Description	Water Resource Development	Water Capital Facility Charge	Wastewater Collection
	Fee		Connection & Treatment Fee ³
Fund No.	603	605	613
Starting Balance			
As of July 1, 2023	\$18,435,147.39	\$1,597,810.08	\$13,674,682.28
REVENUES			
Fees Collected	\$984,012.00	\$114,821.00	\$2,809,487.17
Interest Earned	\$624,171.06	\$54,413.76	\$474,819.00
Fair Market Value Adjustment ¹	\$422,574.99	\$35,655.09	\$240,366.29
Other Revenues	\$0.00	\$0.00	\$0.00
Total Revenues	\$2,030,758.05	\$204,889.85	\$3,524,672.46
EXPENSES			
Project Expenditures	(\$826.30)	\$0.00	\$0.00
Developer Reimbursement	\$0.00	\$0.00	\$0.00
Indirect Charges ²	(\$21,294.00)	(\$4,426.00)	(\$20,024.00)
Total Expenditures	(\$22,120.30)	(\$4,426.00)	(\$20,024.00)
Transfers In	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00
Ending Balance			
As of June 30, 2024	\$20,443,785.14	\$1,798,273.93	\$17,179,331.10

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include expenses for central services, personnel and resource expenses related to administering the fee program.

3) Ending fund balance has slight variance (less than one dollar), likely due to rounding.

In-Lieu Fee Summary

Description	Affordable Housing In-Lieu Fee	Utility Undergrouding In-Lieu Fee
	Fund No. 360-7050	350-8070
Starting Balance		
As of July 1, 2023	\$2,966,385.12	\$1,680,337.93
REVENUES		
Fees Collected	\$473,000.00	\$56,643.25
Interest Eamed	\$198,864.34	\$56,093.44
Fair Market Value Adjustment ¹	\$155,497.70	\$39,772.27
Other Revenues	\$126,292.15	\$0.00
Total Revenues	\$953,654.19	\$152,508.96
EXPENSES		
Project Expenditures	(\$1,174,335.25)	\$0.00
Developer Reimbursement	\$0.00	\$0.00
Indirect Charges ²	(\$41,275.01)	\$0.00
Total Expenditures	(\$1,215,610.26)	\$0.00
Transfers In	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00
Ending Balance		
As of June 30, 2024	\$2,704,429.05	\$1,832,846.89

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include expenses for central services, personnel and resource expenses related to administering the fee program.

Park and Recreation Fee (Fund 350-8020)

Fund Balance: \$1,839,556.34

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C9001	Cabrillo Neighborhood Park	\$ 161,045.00	\$ 16,837.00	\$ -	\$ -	\$ 16,837.00	10%	FY 27-28	FY 27-28	n/a
C9401	Citywide Park Improvement Program	\$ 322,292.00	\$ 322,292.00	\$ 44,869.90	\$ -	\$ 277,422.10	100%	FY 27-28	In Progress	n/a
C2104	Campus Park Activation	\$ 9,350,000.00	\$ 850,000.00	\$ -	\$ -	\$ 850,000.00	9%	FY 24-25	FY 25-26	Construction Delay
C2249	Skatepark in Colonia	\$ 4,800,000.00	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	6%	FY 24-25	FY 25-26	Construction Delay
-	Indirect Charges ³	n/a	n/a	n/a	\$ 780.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 14,633,337.00	\$ 1,489,129.00	\$ 44,869.90	\$ 780.00	\$ 1,444,259.10				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds and staff resources.

3) Indirect Charges include central services expenses related to administering the fee program.

Storm Drain Facility Fee (Fund 350-8030)

Fund Balance: \$10,750,310.30

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Fund Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C2406	Storm Drain Improvements Citywide	\$ 1,150,000.00	\$ 1,150,000.00	\$ -	\$ -	\$ 1,150,000.00	100%	FY 27-28	FY 27-28	n/a
C2534	Butler Road Storm drain Improvements Project	\$ 750,000.00	\$ 750,000.00	\$ -	\$ -	\$ 750,000.00	100%	n/a	FY 27-28	n/a
C2535	Blackstock and Pleasant Valley Estates Neighborhood Storm drain Improvements Project	\$ 1,500,000.00	\$ 1,500,000.00	\$ -	\$ -	\$ 1,500,000.00	100%	n/a	FY 26-27	n/a
-	Indirect Charges ³	n/a	n/a	n/a	\$ 19,026.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 3,400,000.00	\$ 3,400,000.00	\$ -	\$ 19,026.00	\$ 3,400,000.00				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Indirect Charges include central services expenses related to administering the fee program.

Traffic Circulation Fee (Fund 350-8040)

Fund Balance: \$20,669,317.79

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ³	Reason for revised start date (if applicable)
C1301	Rice Avenue & Fifth Street Railroad Grade Separation	\$ 114,260,096.00	\$ 6,431,096.00	\$ 784,007.69	\$ 15,264.24	\$ 5,631,824.07	5.63%	In Progress	In Progress	n/a
C1703	Oxnard Boulevard & Saviers Road Signal Improvements	\$ 3,208,956.00	\$ 726,566.00	\$ 71,408.68	\$ 655,156.97	\$ 0.35	22.64%	In Progress	In Progress	n/a
C1801	Oxnard Boulevard Bicycle Facilities Installation	\$ 2,747,978.00	\$ 708,828.00	\$ 43,658.22	\$ 330.00	\$ 664,839.78	25.79%	In Progress	In Progress	n/a
C1808	Traffic Signal Modifications	\$ 3,869,273.00	\$ 25,035.00	\$ 25,034.64	\$ -	\$ 0.36	0.65%	In Progress	Complete	Completed
C2003	Adaptive Traffic Signal	\$ 1,852,000.00	\$ 1,852,000.00	\$ 1,042,770.05	\$ 1,506.00	\$ 807,723.95	100.00%	In Progress	In Progress	n/a
C2005	Etting Road Bike & Pedestrian Facilities	\$ 3,107,964.00	\$ 411,147.00	\$ -	\$ 388,528.18	\$ 22,618.82	13.23%	n/a	In Progress	New Project
C2006	Traffic Signal Modernization	\$ 5,935,409.00	\$ 2,935,409.00	\$ 403,588.18	\$ 225,960.19	\$ 2,305,860.63	49%	In Progress	In Progress	n/a
C2213	US 101 Del Norte Interchange Upgrade ⁴	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	FY 28-29	FY 28-29	n/a
C2304	Five Points Intersection Modernization	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	FY 24-25	FY 28-30	Project Delay
C2415	Downtown Bus Stop Improvements	\$ 716,394.00	\$ 175,835.00	\$ -	\$ 34,897.50	\$ 140,937.50	25%	n/a	In Progress	New Project
n/a	Traffic Circulation Improvements Fee Study	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00	100%	FY 27-28	FY 27-28	n/a
n/a	Traffic Signal Timing	\$ 850,000.00	\$ 850,000.00	\$ -	\$ -	\$ 850,000.00	100%	FY 27-28	FY 27-28	n/a
-	Indirect Charges ⁵	n/a	n/a	n/a	\$ 17,166.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 137,548,070.00	\$ 15,115,916.00	\$ 2,370,467.46	\$ 1,338,809.08	\$ 11,423,805.46				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Project start date anticipated to begin FY28-29 due to Caltrans right of way oversight and funding delay.

5) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Growth Requirement Capital Fee - Residential (Fund 350-8050)

Fund Balance: \$2,108,904.35

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C1702	Fire Station 4 Rebuild Design	\$ 3,250,000.00	\$ 715,000.00	\$ 22,171.00	\$ 276,637.12	\$ 416,191.88	22.00%	FY 25-26	In Progress	Design Started
C2255	Fire Station 2,3,5 Architecture/Design	\$ 3,550,000.00	\$ 550,000.00	\$ -	\$ 180,720.00	\$ 369,280.00	15.49%	FY 25-26	In Progress	Design Started
-	Professional Services/Contract ³	n/a	n/a	\$ -	\$ 8,410.75	\$ -	n/a	n/a	n/a	n/a
-	Indirect Charges ⁴	n/a	n/a	\$ -	\$ 1,870.00	\$ -	n/a	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 6,800,000.00	\$ 1,265,000.00	\$ 22,171.00	\$ 467,637.87	\$ 785,471.88				
-	Bond Payments - Civic Center Phase 2 ⁵	n/a	n/a	n/a	\$ 408,489.00	\$ 3,088,114.50	25.50%	n/a	n/a	n/a
GRAND TOTAL		\$ 6,800,000.00	\$ 1,265,000.00	\$ 22,171.00	\$ 876,126.87	\$ 3,873,586.38				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Charges related to consulting services for development impact fee reporting requirements.

4) Indirect Charges include central services expenses related to administering the fee program.

5) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Note: Small variances may appear due to rounding.

Growth Requirement Capital Fee - Non-Residential (Fund 350-8060)

Fund Balance: \$2,592,292.05

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C1702	Fire Station 4 Rebuild Design	\$ 3,250,000.00	\$ 2,535,000.00	\$ -	\$ -	\$ 2,535,000.00	78.00%	FY 25-26	In Progress	Design Started
-	Indirect Charges ³	n/a	n/a	n/a	\$ 669.00	n/a	n/a	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 3,250,000.00	\$ 2,535,000.00	\$ -	\$ 669.00	\$ 2,535,000.00				
-	Bond Payments - Civic Center Phase 2 ⁴	n/a	n/a	n/a	\$ 136,163.00	\$ 1,029,371.50	8.50%	n/a	n/a	n/a
GRAND TOTAL		\$ 3,250,000.00	\$ 2,535,000.00	\$ -	\$ 136,832.00	\$ 3,564,371.50				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Indirect Charges include central services expenses related to administering the fee program.

4) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Mobility Fee (Fund 350-8055)

Fund Balance: \$1,286,756.77

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C2212	Safe Route Safety Enhancements	\$ 4,509,711.59	\$ 855,000.00	\$ -	\$ -	\$ 855,000.00	18.96%	n/a	In Progress	New Project
n/a	Wooley Road Pedestrian Improvements ³	\$ 2,400,000.00	\$ 2,400,000.00	\$ -	\$ -	\$ 2,400,000.00	100%	FY 27-28	FY 27-28	n/a
n/a	Pedestrian Bridge Improvements at Channel Islands Bridge ^{3,4}	\$ 18,000,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	1.39%	FY 28-29	FY 28-29	n/a
GRAND TOTAL		\$ 24,909,711.59	\$ 3,505,000.00	\$ -	\$ -	\$ 3,505,000.00				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Project is identified in the City of Oxnard 2022-2027 Capital Improvement Program as unfunded but qualifies for funding from the Mobility Fee Fund

4) Approximate Construction Start Date is FY28-29 due to NEPA and right-of-way requirements for grant funding.

Public Art Program Fee (Fund 350-8080)

Fund Balance: \$1,260,384.52

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
M1802	Downtown Mural Program	\$ 90,000.00	\$ 45,000.00	\$ 44,698.47	\$ -	\$ 301.53	50%	In Progress	In Progress	n/a
n/a	Oxnard Sculptures Program	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	In Progress	In Progress	n/a
n/a	Citywide Mural Program	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	In Progress	In Progress	n/a
n/a	Crosswalk Art	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	n/a	FY 24-25	n/a
n/a	Civic Center Murals	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	n/a	FY 25-26	n/a
-	Indirect Charges ²	n/a	n/a	n/a	\$ 1,116.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 940,000.00	\$ 895,000.00	\$ 44,698.47	\$ 1,116.00	\$ 850,301.53				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Indirect Charges include central services expenses related to administering the fee program.

Water Resource Development Fee (Fund 603)

Fund Balance: \$20,443,785.14

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C1001	Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II	\$ 30,376,344.64	\$ 11,876,345.00	\$ 1,362,706.13	\$ -	\$ -	39.10%	Completed	In Progress	Project Expanded
C1101	Great ASR Wells	\$ 2,574,419.00	\$ 643,271.00	\$ 630,534.85	\$ 826.30	\$ 11,909.85	24.99%	In Progress	In Progress	n/a
C2023	Recycled Water AWWP Improvements and Expansion	\$ 39,000,000.00	\$ 6,000,000.00	\$ -	\$ -	\$ 6,000,000.00	15.38%	n/a	FY 28-29	New Project
C2551	Recycled Water: Aquifer Storage and Recover (ASR) / Injection Well Field	\$ 1,500,000.00	\$ 1,500,000.00	\$ -	\$ -	\$ 1,500,000.00	100%	n/a	FY 28-29	New Project
-	Indirect Charges ⁴	n/a	n/a	n/a	\$ 21,294.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 73,450,763.64	\$ 20,019,616.00	\$ 1,993,240.98	\$ 22,120.30	\$ 7,511,909.85				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Water Capital Facility Charge (Fund 605)

Fund Balance: \$1,798,273.93

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
C2308	Recycled Water: A/WPF Storage Construction	\$ 6,000,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ 3,000,000.00	50%	FY 27-28	FY 27-28	n/a
n/a	Aquifer Storage and Recovery (A/SR) Wells Construction	\$ 31,350,000.00	\$ 15,675,000.00	\$ -	\$ -	\$ 15,675,000.00	50%	FY 27-28	FY 27-28	n/a
C2113	Recycled Water Feature Campus Park	\$ 400,000.00	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00	100%	n/a	FY 27-28	New Project
-	Indirect Charges ⁴	n/a	n/a	n/a	\$ 4,426.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 37,750,000.00	\$ 19,075,000.00	\$ -	\$ 4,426.00	\$ 19,075,000.00				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Indirect Charges include central services expenses related to administering the fee program.

Wastewater Connection Fee (Fund 613)

Fund Balance: \$17,179,331.10

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ³	Reason for revised start date (if applicable)
C2236	Wastewater OWTP: Maintenance, Office Building, Machine Shop and Storage	\$ 15,000,000.00	\$ 15,000,000.00	\$ -	\$ -	\$ 15,000,000.00	100%	FY 25-26	FY 25-26	n/a
M1202	Wastewater Master Plan	\$ 2,904,720.00	\$ 1,957,360.00	\$ 1,887,721.92	\$ -	\$ 69,638.08	67%	n/a	Completed	n/a
M0801	Septic Conversion Loan Program	\$ 109,967.00	\$ 109,967.00	\$ 57,799.00	\$ -	\$ 52,168.00	100%	n/a	In Progress	n/a
-	Indirect Charges ⁴	n/a	n/a	n/a	\$ 20,024.00	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 18,014,687.00	\$ 17,067,327.00	\$ 1,945,520.92	\$ 20,024.00	\$ 15,121,806.08				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff.

2) Subject to change pending CIP Budget plans and available funding. Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

4) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Affordable Housing In-Lieu Fee (Fund 360-7050)

Fund Balance: \$2,704,429.05

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
M2103	Central Terrace Development Loan	\$ 1,366,000.00	\$ 1,366,000.00	\$ 38,147.36	\$ 1,174,335.25	\$ 153,517.39	100%	In Progress	In Progress	n/a
n/a	Downtown Acquisition & Disposition	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	100%	FY 23-24	In Progress	n/a
n/a	Indirect Charges ³	n/a	n/a	n/a	\$ 41,275.01	n/a	n/a	n/a	n/a	n/a
GRAND TOTAL		\$ 1,441,000.00	\$ 1,441,000.00	\$ 38,147.36	\$ 1,215,610.26	\$ 228,517.39				

1) Budgets identified from City Budget documents, the City of Oxnard 2025-2029 Capital Improvement Program, and City staff

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.

3) Indirect Charges include personnel and resource expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Utility Undergrounding In-Lieu Fee (Fund 350-8070)

Fund Balance: \$1,832,846.89

Project No.	Project Name	Project Budget ¹	Fund Budget ¹	Expenditures to Date	FY23-24 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date (from FY22-23 Report)	Approx. Construction Start Date (revised for FY23-24) ²	Reason for revised start date (if applicable)
-	Undergrounding of Overhead Utilities - Citywide	\$ 2,000,000.00	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	100%	FY 27-28	FY 28-29	Project Delay
GRAND TOTAL		\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ 2,000,000.00				

1) Budgets identified from City Budget documents, the City of Orange 2025-2029 Capital Improvement Program, and City staff

2) Construction start date may be revised pending availability of funds. Construction start date may incorporate the start of the design phase of the project.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.1

DATE: December 3, 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 Aquifer Storage and Recovery Completion Project PW 20-08. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. An additional project contingency in the amount of \$1,000,000 to Agreement A-8261 with Spiess Construction Company, Inc. for a new not-to-exceed contract value of \$5,583,700 and extend the completion date to February 1, 2026, for the Recycled Water: Aquifer Storage and Recovery Completion Project (C2021); and
2. The City Manager to approve a budget appropriation transfer in the amount of \$1,402,349 from Recycled Water Backbone Hueneme Phase 2 (C1001) Water Bond Fund (609) to the Recycled Water: Aquifer Storage and Recovery (ASR) Completion Project (C2021) and corresponding transfers from the Water Capital Fund (602).

(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/FKwaFAr9Fts>

BACKGROUND

The Aquifer Storage and Recovery (ASR) well is a demonstration project that consists of injecting advanced treated recycled water from the Advanced Water Purification Facility (AWPF) into the Oxnard Subbasin for an estimated three to six months, holding the water in the groundwater aquifer for the required detention time, and then withdrawing the water from the same well for indirect potable reuse.

The demonstration ASR well, three monitoring wells and the underground pipe tie-in from the Ventura Road Recycled Water Backbone Pipeline to the ASR Well below-ground components have already been constructed. Construction on the current aboveground phase began in 2021. It includes the installation of the pump house with the pump, piping, electrical equipment, and appurtenances located within in addition to a maintenance access road.

The construction contract for this project was originally approved by the City Council on January 25, 2021, for \$4,167,000 with a project construction contingency of \$416,700.

Capital Improvement Program (CIP) Reference:

Project No. **C2021** – Recycled Water: Aquifer Storage and Recovery (ASR) Completion - CIP 2025-2029 - Adopted June 4, 2024.

DISCUSSION

The Aquifer Storage and Recovery Pilot Well is a complex project and requires methods and materials outside the scope typically encountered with City capital improvement projects. During the construction, the contractor submitted requests for information (RFIs) identifying components that are needed to complete the start-up and commissioning of the well.

The original design of the pilot ASR project predates the employment of current key Public Works staff members. As such, it is not clear why these components were not included in the original design other than pushing the project forward to ensure grant funds would not expire. Potentially, these components were always intended to be designed/installed later or could have been contemplated as a design-build option. Additional engineering design work (by Carollo) was needed to address these necessary components. These components include:

- Water and fire service
- Supervisory Control and Data Acquisition (SCADA)
- Southern California Edison electrical service
- Onsite electrical
- Backflushing infrastructure

To date, there have been 21 approved contract change orders for various unforeseen issues. The summary of those change orders are attached for reference. The additional components needed to successfully conclude this project will exceed the current funding approved for this construction contract. This was anticipated and an additional budget was included in the FY 2024-25 CIP budget book for this project, which was approved by the City Council. As such, staff recommends additional project contingency be added to the construction contract to finish the construction project so that we can move into the commissioning and State permitting phase. As part of the additional design work, Carollo assisted Staff with construction cost estimates for the remaining components listed above. The total estimated cost is \$1,000,000.

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 this agreement is \$1,000,000, which brings the total value of this agreement from \$4,583,700 to \$5,583,700 with Spiess Construction Company, Inc. It is recommended that the additional contingency is funded from Water Bonds in Fund 609 as a budget appropriation transfer from the Recycled Water Backbone Hueneme Phase 2 (C1001) to the Recycled Water: Aquifer Storage and Recovery (ASR) Completion Project (C2021) in the amount of \$1,402,349.

The Recycled Water Backbone Hueneme Phase 2 (C1001) project is completed with the exception of a few right-of-way items left and has sufficient funds for this recommended transfer. Staff recommends transferring all of the 609 funds (\$1,402,349) from C1001 to C2021 since project C1001 has sufficient funds from Fund 603 to cover any remaining items. Approval of the recommended action will also adjust Fund 602 capital transfers in and appropriations by project, in the same amount, as shown in the funding sources below.

PROJECT	FUND	ACCOUNT	CURRENT BALANCE	INCREASE/DECREASE	BALANCE
Recycled Water Backbone Hueneme Phase 2 (C1001)	609-Water Bond Fund	6093600-59800	\$1,402,349	(\$1,402,349)	\$0
	603-Water Resource	6033600-59800	\$10,504,684	\$0	\$10,504,684

	Development Fee Fund				
	606-Water Resource Fee	6063600-59800	\$131	\$0	\$131
Total			\$11,907,167	(\$1,402,349)	\$10,504,815
Recycled Water: Aquifer Storage and Recovery (ASR) Completion (C2021)	609-Water Bond Fund	6093600-59800	\$1,504,450	\$1,402,349	\$2,906,799
	601-Water Operations Fund	6013600-59800	\$478,402	\$0	\$478,402
	603-Water Resource Development Fee Fund	6033600-59800	\$4,500,000	\$0	\$4,500,000
Total			\$6,482,852	\$1,402,349	\$7,885,201

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: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Spiess Contruction Executed Agreement A-8261
2. Summary of Approved Contract Change Orders
3. Staff Report 1-25-21 Speiss
4. Presentation

CONTRACT

**CITY OF OXNARD CONTRACT FOR
ASR (AQUIFER STORAGE RECOVERY) WELL #1 PROJECT (REBID)
SPECIFICATION NO. PW 20-08R**

THIS CONTRACT ("Contract") is made and entered this 25th day of January, 2021 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and SPEISS CONSTRUCTION CO., INC. ("Contractor"). Contractor's license number is 333989.

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 ASR (Aquifer Storage Recovery) Well #1 Project (Rebid) Specification No. PW 20-08R ("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 one hundred sixty seven thousand dollars (\$4,167,000) 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

SPIESS CONSTRUCTION CO., INC.

insert

John C. Zaragoza 1-25-2021
☒ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name], Buyer

Barry L. Matchett
 Barry L. Matchett, Vice President² Date

Jeff Davidson
 Jeff Davidson, Secretary Date

ATTEST:

R. Chaparro 1/26/21
Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

R for 12-14-20
Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (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.

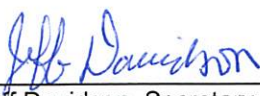
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

SPIESS CONSTRUCTION CO., INC.

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

 1/28/21

Scott A. Coleman, President² _____ Date _____
 1/28/21

Jeff Davidson, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (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 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.

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. A-8261
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.

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				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _A-8261 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
---	---

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:

2.1 Insurance Services Office Automobile Liability Coverage, "Occurrence" form CA0001, code (Any auto@); or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. A-8261

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 ASR (AQUIFER STORAGE RECOVERY) WELL #1 PROJECT (REBID) SPECIFICATION NO. PW 20-08R.

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ASR (AQUIFER STORAGE RECOVERY) WELL #1 PROJECT (REBID) SPECIFICATION NO. PW 20-08R.

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”

By: _____

Its: _____

By: _____

Its: _____

“Surety”

By: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

Notes: *This Bond must be executed in duplicate and dated, all 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 ASR (AQUIFER STORAGE RECOVERY) WELL #1 PROJECT

SPECIFICATION NO. PW 20-08

Bidder's Name: SPIESS CONSTRUCTION Co., 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 Project Manager at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	PAYMENT REFERENCE	UNIT PRICE
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	LS	GP Section 2, 3, 7-3.4.	\$ 156,000.-
			SP Sections 01010, 01025, 01500, 01505, 01780, & 02200	
2.	Site Work per Plans and Specifications	LS	GP Sections 2, 3, 4, & 9.	\$ 745,000.-
			SP Sections 01010, 01500,	
			Plan Sheets C-1 through C-10	
3.	Furnish And Install ASR Building, Complete-In-Place	LS	SP Section 02100	1,324,000.-
			Plans Sheets B1 & B2	\$ 1,404,000.- SAC
4.	Furnish And Install Mechanical for ASR Well #1	LS	SP Section 01810	\$ 1,081,000.-
			Plans Sheets M-1 through M-9	

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	PAYMENT REFERENCE	UNIT PRICE
5.	Furnish And Install Electrical for ASR Well #1, Including the Transformer.	LS	SP Section 02600	\$ 289,000.-
			Plan Sheets E-1 through E-6	
6.	Furnish and Install Instrumentation for ASR Well #1	LS	Plan Sheets I-1 through I-7	\$ 251,000.-
7.	Furnish and Install Electrical Transformer	LS	Plan Sheet C-7, E-1, & E-4	\$ 47,000.-
8.	ASR Well Redevelopment and Testing	LS	SP Section 02200	\$ 172,000.-
9.	Ground-Water Data Logger and Dedicated Sampling System	LS	SP Sections 02300 & 02400	\$ 102,000.-
TOTAL BID PRICE: \$ 4,167,000.-				

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 4,167,000.-

TOTAL BID PRICE IN WORDS: Four Million One Hundred Sixty Seven Thousand

Contractor must complete all Work within three hundred and sixty-five (365) Calendar Days of the City's Notice to Proceed.

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
Spiess Construction Co., Inc.
P.O. Box 2849, Santa Maria, CA 93457 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ASR (AQUIFER STORAGE RECOVERY)
WELL #1 PROJECT (REBID) SPECIFICATION NO. PW 20-08R.

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 _____
Travelers Casualty and Surety Company of America
100 California Street, Suite 300, San Francisco, CA 94111
(Name and address of Surety)

a corporation organized and existing under the laws of the State of Connecticut
("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 One Hundred Sixty Seven Thousand Dollars (\$ 4,167,000.00), 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.

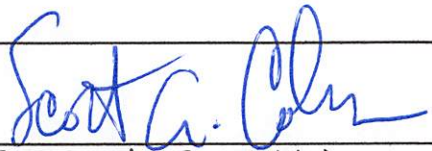
The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or 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: January 27, 2021

"Principal"

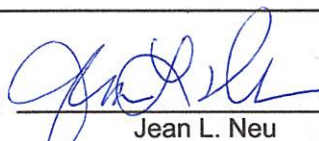
Spieess Construction Co., Inc.

By: 
SCOTT A. COLEMAN
Its: PRESIDENT

By: 
JEFF DAVIDSON
Its: SECRETARY

"Surety"

Travelers Casualty and Surety Company of America

By: 
Jean L. Neu
Its: Attorney-in-Fact

By: _____
Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all 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.

ACKNOWLEDGMENT

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 Santa Barbara)

On January 28, 2021 before me, Laura C. Jevne, Notary Public
(insert name and title of the officer)

personally appeared Scott A. Coleman, President,
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.

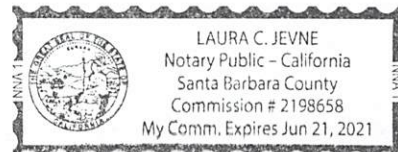
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Laura C. Jevne

(Seal)



ACKNOWLEDGMENT

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 Santa Barbara

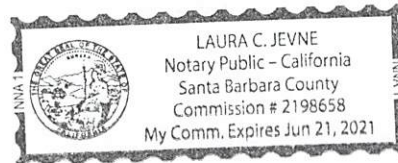
On January 28, 2021 before me, Laura C. Jevne, Notary Public
(insert name and title of the officer)

personally appeared Jeff Davidson, Secretary,
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)



ACKNOWLEDGMENT

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 Santa Clara)

On JAN 27 2021 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

personally appeared Jean L. Neu,
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)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jean L. Neu, of San Mateo, California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

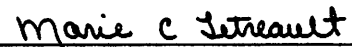
By: 
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of January, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
Spiess Construction Co., Inc.

P.O. Box 2849, Santa Maria, CA 93457 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ASR (AQUIFER STORAGE RECOVERY)
WELL #1 PROJECT (REBID) SPECIFICATION NO. PW 20-08R.

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 _____
Travelers Casualty and Surety Company of America

100 California Street, Suite 300, San Francisco, CA 94111
(Name and address of Surety)

a corporation organized and existing under the laws of the State of Connecticut
("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 One Hundred Sixty Seven Thousand-----Dollars (\$ 4,167,000.00), 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

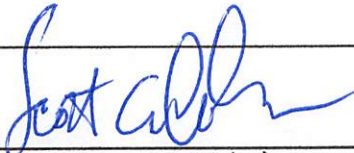
Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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: January 27, 2021

"Principal"

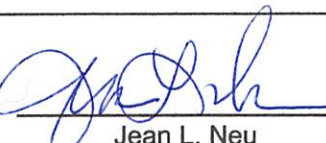
Spiess Construction Co., Inc.

By: 
SCOTT A. COLEMAN
Its: PRESIDENT

By: 
JEFF DAVIDSON
Its: SECRETARY

"Surety"

Travelers Casualty and Surety Company of America

By: 
Jean L. Neu
Its: Attorney-in-Fact

By: _____
Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all 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.

ACKNOWLEDGMENT

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 Santa Barbara

On January 28, 2021 before me, Laura C. Jevne, Notary Public
(insert name and title of the officer)

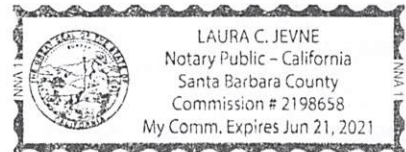
personally appeared Scott A. Coleman, President,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their 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)



ACKNOWLEDGMENT

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 Santa Barbara

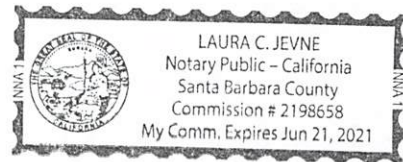
On January 28, 2021 before me, Laura C. Jevne, Notary Public
(insert name and title of the officer)

personally appeared Jeff Davidson, Secretary,
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)



ACKNOWLEDGMENT

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 Santa Clara

On JAN 27 2021 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

personally appeared Jean L. Neu,
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)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jean L. Neu, of San Mateo, California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of January, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Aquifer Storage and Recovery Completion Project (PW 20-08) approved contract change orders:

- CCO#1-Unforeseen utilities under new building foundation. \$1,152.88
- CCO#2-Unforeseen duct bank in the new building footprint. \$769.05
- CCO#3-Bio growth removal from ASR well. \$13,645.85
- CCO#4-Unforeseen gasket removal from the existing well. \$1,346.40
- CCO#5-Remove unidentified obstruction inside the monitoring well II. \$14,014.21
- CCO#6- The existing gravel feed tube at the well needed to be modified to accommodate the new well flange. \$9,863.38
- CCO#7-Preliminary SCADA investigation. CCO #7 was rejected, no cost impact.
- CCO#8-Time extension for building fabrication. No cost impact.
- CCO#9- Contractor trailer to be relocated to accommodate PAL Youth Center Construction. \$6,488.33
- CCO#10-Not used. \$0
- CCO#11-Unforeseen soil, vegetation, and fence conditions. \$1,009.80
- CCO#12-Unforeseen utilities that conflicted with the location of the new wastewater force main line. \$741.77
- CCO#13-Additional submittal exchange services. \$5,385.60
- CCO#14- Remobilization. \$10,784.66
- CCO#15- Electrical cabinet seismic bracing calculations required by Building and Safety. \$1,481.04
- CCO#16- Abatement of contaminated soil. \$34,456.86
- CCO#17-Time extension due to permitting delays. \$18,658.20
- CCO#18- Discrepancies in design.\$19,916.44
- CCO#19-Ground penetration radar and pothole for SCE's electrical duct bank.\$25,419.66
- CCO#20-Time extension due to design discrepancies, ambiguities in the SCADA design, and permitting process with NPDES. No cost impact.
- CCO#21-Remove and relocate the exciting 12-inch valve to accommodate the new backflushing line. \$35,961.72
- CCO#22-Design changes, the bid documents did not include the new SCE switchgear design. \$215,558.03



CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.2

DATE: January 25, 2021
TO: City Council
FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org
SUBJECT: Award Contract for Aquifer Storage and Recovery (ASR) Completion Project PW 20-08R. (0/5/5)

RECOMMENDATION

That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8261 with Spiess Construction Co., Inc. in the amount of \$4,167,000 for the Aquifer Storage and Recovery (ASR) Completion Project (206502);
2. Approve \$416,700 for project contingency for the ASR Completion Project; and
3. Approve \$416,700 for engineering, inspection, survey and project management for the ASR Completion Project.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/VIWykcL4W8g>

BACKGROUND

To ensure a future reliable and affordable supply of high-quality water, the City of Oxnard has developed the Groundwater Recovery, Enhancement, and Treatment (GREAT) Program. The GREAT Program, initiated in the late 1990s and early 2000s, was intended as a water resources plan that combines wastewater recycling, groundwater injection, and groundwater desalination to provide local and regional water supply solutions.

Furthermore, the City initiated the Groundwater Replenishment Reuse Project (GRRP) for recycled water as part of the GREAT Program. The GRRP consists of using Aquifer Storage and Recovery (ASR) wells to inject recycled water into the groundwater and includes ASR Well #1 at Campus Park. Under the ASR Project, recycled water will be injected into a local groundwater aquifer for groundwater recharge. The water recovered from the ASR wells will then be blended with City groundwater water sources and delivered as potable water. Use of the recovered groundwater from the ASR wells could be used to offset future groundwater pumping cutbacks from the Fox Canyon Groundwater Management Agency and future population growth.

The ASR component consists of injecting advanced treated (ultra-pure) recycled water from the Advanced Water Purification Facility (AWPF) into the ground, holding the water in the aquifer for at least 3.1 months, and then withdrawing the water via extraction wells for potable reuse.

The ASR's critical role in the GREAT Program will be implemented in three (3) phases:

- Phase 1 of the ASR component includes the construction of one demonstration ASR well, pump, piping, and appurtenances located at Campus Park, as well as three monitoring wells. Phase 1 will also consist of the construction of a tie-in from the Ventura Road Recycled Water Backbone Pipeline to the ASR Well at Campus Park, temporary well facilities from demonstration testing, and a pipeline to convey water from Campus Park to

Blending Stations #1 and #6.

- Phase 2 of the ASR component consists of expanding the City's AWPf to produce 12.5 million gallons per day (mgd) of advanced treated recycled water, construction of four duty and four standby ASR wells, associated pumps, piping, and appurtenances located at the Campus Park and Blending Stations #1 and #6, and associated monitoring wells.
- Phase 3 of the ASR component will further expand the City's AWPf to produce 18.75 mgd of advanced treated recycled water and requires the construction of six duty and three standby ASR wells, associated pumps, piping and appurtenances located at the City's Blending Stations #1, #3 and #6, and associated monitoring wells.

The demonstration ASR well, three (3) monitoring wells and the tie-in from the Ventura Road Recycled Water Backbone Pipeline to ASR Well have already been constructed. The final step to complete Phase 1 includes the installation of the pump house with the pump, piping, and appurtenances located within as well as a maintenance access road in order to begin the demonstration period.

CIP Reference

Project No. **206502** – Aquifer Storage and Recovery (ASR) Completion - CIP 2020-2025 - Adopted June 16, 2020 - Page 202.

DISCUSSION

The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidentals to construct final well site improvements and a fully operational ASR facility for storage and extraction of highly purified recycled water to conduct the subsequent demonstration operations for groundwater storage and recovery.

The location of the project is shown on the attached map. The work is tentatively scheduled to begin in January 2021 and will take approximately one year to complete.

The notice inviting formal bids (NIFB) on the Project was originally published on July 9, 2020, and all bids were due on September 2, 2020. The City received two (2) bids on the project, but one bidder did not use the correct bid forms and as a result the bid failed to include costs that were pertinent to the project. The second bidder did not include the required transformer in its bid. So, all bids on the project were rejected, and the project was rebid. The NIFB for the rebid was published on October 8, 2020, and all bids were due on October 27, 2020. The following bids were received:

Spiess Construction Co., Inc: \$4,167,000.

Caliagua, Inc.: \$4,395,778.

The lowest bid was from Spiess Construction Co., Inc. for \$4,167,000, and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Spiess Construction Co., Inc. and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, staff recommends that the City Council award the contract for this project to Spiess Construction Co., Inc.

Additional funds estimated in the amount of \$833,400 are needed for the project, which includes \$416,700 (10 percent of the contract cost) for project contingency and \$416,700 (10 percent of the contract cost) for the cost for engineering services and City staff to perform engineering, inspection, survey and project management during construction. This brings the total estimated cost of the project to \$5,000,400.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

The total cost for the Aquifer Storage and Recovery (ASR) Completion Project (206502) is \$5,000,400.

The 2021 Water Revenue Bonds recommended to be issued to pay for this long-lived capital project appear as the third appointment item on this meeting agenda. This agenda item for the construction contract and the 2021 Water Revenue Bonds agenda item to pay for the construction contract should be considered by City Council in tandem. This is because it makes sense to authorize a bond issuance only if the City Council awards the construction contract. Similarly, it makes sense to award the construction contract only if City Council agrees with the recommendation on how to pay for the project.

As part of the FY 2020-21 Budget Mid-Year Review, staff will recommend a Budget Appropriation Request for Fund 609 Water Bond Fund to appropriate the estimated bond proceeds for the Aquifer Storage and Recovery Completion project. Since the bonds will not be sold until after the Mid-Year Review, the Budget Appropriation Request will be a close approximation of the forthcoming bond sale, but obviously not an exact one. If the results of the actual bond sale deviate too much from the assumptions used for the Mid-Year Review, then staff will return to City Council again for a refinement of the appropriation of the bond proceeds in the Water Bond Fund.

COMMITTEE OUTCOME

This item did not originate in Committee, as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8261 Spiess ASR Well PW 20-08R
2. ASR Well Completion Project Location
3. ASR Presentation

Additional Project Contingency and Budget Appropriation Transfer for the Aquifer Storage and Recovery Completion Project PW 20-08

City Council
December 3, 2024

Tim Beaman, P.E.
Interim Assistant Public Works Director

That the City Council approve and authorize:

1. An additional project contingency in the amount of \$1,000,000 to Agreement A-8261 with Spiess Construction Company, Inc. for a new not-to-exceed contract value of \$5,583,700 and extend the completion date to February 1, 2026, for the Recycled Water: Aquifer Storage and Recovery Completion Project (C2021); and
2. The City Manager to approve a budget appropriation transfer in the amount of \$1,402,349 from Recycled Water Backbone Hueneme Phase 2 (C1001) Water Bond Fund (609) to the Recycled Water: Aquifer Storage and Recovery (ASR) Completion Project (C2021) and corresponding transfers from the Water Capital Fund (602).

BACKGROUND

- In 2017 the ASR Well and associated monitoring wells were drilled
- ASR Well civil and mechanical construction began in April 2021
- Requests for information from the contractor identified incomplete portions of the design
- In July 2024 City Council approved an agreement with Carollo Engineering for engineering services related to completing the design



- The following components are required to successfully start-up and commission the Pilot Well. These components include:
 - Water and fire service
 - Supervisory Control and Data Acquisition (SCADA)
 - Southern California electrical service
 - Onsite electrical
 - Backflushing infrastructure
- The components listed above were incomplete in the original bid package
- As part of the design completion, Carollo assisted Staff with a preliminary construction cost estimate of \$1M for the remaining items

The total cost for the additional contingency needed for this agreement is \$1,000,000, which brings the total value of this agreement from \$4,583,700 to \$5,583,700 with Spiess Construction Company, Inc. It is recommended that the additional contingency is funded from Water Bonds in Fund 609 as a budget appropriation transfer from the Recycled Water Backbone Hueneme Phase 2 (C1001) to the Recycled Water: Aquifer Storage and Recovery (ASR) Completion Project (C2021) in the amount of \$1,402,349. The Recycled Water Backbone Hueneme Phase 2 (C1001) project is completed with the exception of a few right-of-way items left and has sufficient funds for this recommended transfer. Staff recommends transferring all of the 609 funds (\$1,402,349) from C1001 to C2021 since project C1001 has sufficient funds from Fund 603 to cover any remaining items.





End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.2

DATE: December 3, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Update on Mobile Car Washing Regulations and Enforcement. (10 minutes)

RECOMMENDATION

That the City Council receive and file an update on mobile car washing regulations and enforcement.

(Public Works and Transportation Committee approved 3-0 on October 22, 2024 to forward the item to the Council to receive and file.)

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

<https://youtu.be/iNKiMyO40E>

BACKGROUND

The City of Oxnard operates under a Regional Phase 1 Municipal Separate Storm Sewer System (MS4) permit, a regulatory requirement for communities with populations of 100,000 or more, imposed by the State of California. The MS4 permit is designed to protect our waterways by minimizing the discharge of harmful pollutants into the waters of the United States, with the ultimate goal of preserving water quality and the environment. The current MS4 permit, which took effect on September 11, 2021, consolidates three previous stormwater permits—Los Angeles County, Ventura County, and the City of Long Beach—into a unified regional permit.

Mobile car washing can be classified into two categories: commercial and non-commercial, each with its own set of regulatory requirements and enforcement actions. An example of non-commercial car washing is residents washing their vehicles at home. Commercial car washing are businesses that offer car washing for a cost and are required to obtain a business tax certificate from the city.

DISCUSSION

Regulatory - MS4 Permit

The Oxnard MS4 permit outlines exempt and non-exempt stormwater discharge activities in Section 3b on page 13. Under this section, non-commercial car washing is classified as an exempt activity, allowing Oxnard residents to wash their own vehicles and discharge into the stormwater system, provided they adhere to the requirements listed in Table 5 on page 21 of the MS4 permit and the City's water conservation requirements. Commercial mobile car washing activities however are non-exempt and unable to discharge into the stormwater system. Commercial entities must capture the wash water and discharge it at a legal point of disposal.

The following provides sections from the MS4 Permit that discuss exempt stormwater discharge activities as well as conditional requirements. Oxnard residents who wish to discharge into the stormwater system for noncommercial car washing must meet the following requirements:

Conditionally Exempt Non-Essential Non-Stormwater Discharges. Section 3b Page 13

The following non-stormwater discharges are exempt from the discharge prohibition in Part III.A.1 of this Order, provided that the discharge is not a source of pollutants that will cause or contribute to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order:

- i. *Dewatering of lakes;*
- ii. *Landscape irrigation;*
- iii. *Dechlorinated/debrominated swimming pool/spa discharges not otherwise regulated by a separate NPDES permit;*
- iv. *Dewatering of decorative fountains;*
- v. *Non-commercial car washing by residents or by non-profit organizations;*
- vi. *Street/sidewalk wash water*

Table 5 - Required Conditions for Conditionally Exempt Non-Stormwater Discharges. Page 21

Discharge Category	General Conditions for Exempt MS4 Dischargers	Requirements/required BMPs prior to discharge through the MS4
Non-commercial car washing by residents or by non-profit organizations	Discharges allowed after implementation of specified BMPs.	Implement BMPs and ensure discharge avoids potential sources of pollutants in the flow path to prevent introduction of pollutants prior to discharge to the MS4 and receiving water. Minimize the amount of water used by employing water conservation practices such as manual nozzles and turning off the hose when not spraying a car and using a low-volume pressure washer. Encourage use of biodegradable, phosphate-free detergents and non-toxic cleaning products. Where possible, wash cars on a permeable surface where wash water can percolate into the ground (e.g. gravel or grassy areas). Empty buckets of soapy or rinse water into the sanitary sewer system (e.g., sinks or toilets).

Regulatory - Oxnard Ordinance

The City of Oxnard Ordinance further specifies discharge prohibitions and requirements under Chapter 22 Article XII. Under this ordinance, commercial and industrial operations are prohibited from discharging into the storm drain system and must dispose of wash water at a legal point of disposal (i.e sewer).

SEC. 22-219. SPECIFIC DISCHARGE PROHIBITIONS

The following discharges are prohibited from entering the storm drain system:

(B) Discharges from mobile auto washing, carpet cleaning, steam cleaning, sandblasting, and other such mobile commercial and industrial operations.

SEC. 22-224. BEST MANAGEMENT PRACTICES

(C) Minimum BMPs for particular urban activities.

(1) Minimum BMPs for mobile car washes are full containment under and around the vehicle being washed, capture of all water used in the washing operation, and hauling of the captured wash water to a legal point of disposal.

Enforcement

Code Compliance (CC) inspectors continue to respond to complaints regarding car wash and other unpermitted vendors,

although several challenges to effective enforcement persist due to a number of factors. These include:

- a) The lack of Code Compliance authority to compel identification from vendors which is necessary to issue an administrative citation
- b) Code Compliance cannot compel a vendor to leave their location;
- c) Vendors who leave and return a short time later due to their knowledge of limited staff resources for follow-up visits.

City of Oxnard Code of Ordinances

When a mobile car wash vendor does provide identification, staff can issue an Administrative Citation for the following:

- 11-4(A) Business tax certificate required (any business in city) – If not already licensed.*
- 11-20(C) Issued license sticker must be affixed to vehicle (should have current year) – If not attached.*

Chapter 11: These sections fall under the authority of the collector for the Billing and Licensing Division of the Finance Department.

- 22-224(C)(1) Mobile car wash full capture containment required. – If not in use at time of contact.*
- 22-219(B) Discharges from mobile auto washing. – If runoff can be verified*

Chapter 22: these codes are specific to water regulations.

Enforcement of regulations pertaining to unpermitted car wash vendors can require the involvement of multiple City departments which can include:

- Oxnard Police Department - the ability to compel identification, calm aggressive vendors, and to address trespassing when the private property owner has authorized them to do so.
- Code Compliance - staff trained to enforce all aspects of City Code and track cases. Staff authorized to issue citations.
- Public Works Technical Services and Water Quality staff - Subject matter experts regarding unpermitted discharges into the storm drain system.
- Billing and Licensing staff - department has a full-time code inspector to address licensing issues.

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 on the receiving and filing of this update.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 22, 2024 to forward the item to the Council to receive and file.

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. MS4 Permit
2. Presentation

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION**

320 W. 4th Street, Suite 200, Los Angeles, California, 90013
(213) 576 - 6600; MS4stormwaterRB4@waterboards.ca.gov
<http://www.waterboards.ca.gov/losangeles>

REGIONAL PHASE I MS4 NPDES PERMIT

**ORDER NO. R4-2021-0105
NPDES PERMIT NO. CAS004004**

**WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION
SYSTEM (NPDES) PERMIT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
DISCHARGES WITHIN THE COASTAL WATERSHEDS OF LOS ANGELES AND VENTURA
COUNTIES**

The Los Angeles County Flood Control District, County of Los Angeles, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, County of Ventura, and 10 incorporated cities within Ventura County (hereinafter referred to separately as Permittees and jointly as Dischargers) are subject to waste discharge requirements (WDRs) for their municipal separate storm sewer system (MS4)¹ discharges originating from within their jurisdictional boundaries composed of stormwater and non-stormwater as set forth in this Order.

Table 1. Discharger Information

Dischargers	The Los Angeles County Flood Control District, County of Los Angeles, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, the County of Ventura, and 10 incorporated cities within Ventura County (see Table 2 and Table 3).
Name of Facility	Municipal Separate Storm Sewer Systems (MS4s) per 40 CFR § 122.26(b)(8) within the Los Angeles Region
Facility Contacts, Titles, Addresses, and Phone Numbers	Available through the Stormwater Multiple Application and Report Tracking System (SMARTS) ² at https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.xhtml
The U.S. Environmental Protection Agency (U.S. EPA) and the California Regional Water Quality Control Board, Los Angeles Region (Los Angeles Water Board) have classified the MS4s located in the Los Angeles Region as a large phase I municipal separate storm sewer system (MS4) pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2.	

Table 2. Facility Information for Ventura County Permittees

Permittee (SMARTS WDID)	Physical Address
Ventura County Watershed Protection District	800 S. Victoria Ave.

¹ See Attachment A for definitions of terms, acronyms, and abbreviations used in the Order and all other attachments.

² SMARTS provides a platform where dischargers, regulators, and the public can enter, manage, and view stormwater data including permit applications and compliance and monitoring data associated with NPDES permits for stormwater discharges issued by the State of California. SMARTS is compliant with U.S. EPA's Cross-Media Electronic Reporting Rule, which sets requirements for electronic reporting of NPDES permit-related submittals.

Permittee (SMARTS WDID)	Physical Address
(4 56M1000326)	Ventura CA, 93009
Ventura County (4 56M1000183)	800 S. Victoria Ave. Ventura CA, 93009
Camarillo (4 56M1000173)	601 Carmen Drive Camarillo, CA 93010
Fillmore (4 56M1000174)	250 Central Ave. Fillmore, CA 93015
Moorpark (4 56M1000175)	799 Moorpark Ave, Moorpark, CA 93021
Ojai (4 56M1000176)	408 South Signal Street Ojai, CA 93023
Oxnard (4 56M1000177)	305 West Third Street Oxnard, CA 93030
Port Hueneme (4 56M1000178)	250 North Ventura Road Port Hueneme, CA 93041
Santa Paula (4 56M1000179)	970 Ventura Street Santa Paula, CA 93060
Simi Valley (4 56M1000180)	2929 Tapo Canyon Road Simi Valley, CA 93063
Thousand Oaks (4 56M1000181)	2100 Thousand Oaks Boulevard Thousand Oaks, CA 91362
Ventura ³ (4 56M1000182)	501 Poli Street Ventura, CA 93001

Table 3. Facility Information for Los Angeles County Permittees

Permittee (SMARTS WDID)	Physical Address
Los Angeles County Flood Control District (4 19M1000134)	900 South Fremont Avenue Alhambra, CA 91803
County of Los Angeles (4 19M1000133)	900 South Fremont Avenue Alhambra, CA 91803
Agoura Hills (4 19M1000086)	30001 Ladyface Court Agoura Hills, CA 91301
Alhambra (4 19M1000087)	111 South First Street Alhambra, CA 91801
Arcadia (4 19M1000088)	11800 Goldring Road Arcadia, CA 91066-6021
Artesia (4 19M1000089)	18747 Clarkdale Avenue Artesia, CA 90701
Azusa (4 19M1000090)	213 East Foothill Boulevard Azusa, CA 91702

³ Formerly referred to as San Buenaventura.

Permittee (SMARTS WDID)	Physical Address
Baldwin Park (4 19M1000091)	14403 East Pacific Avenue Baldwin Park, CA 91706
Bell (4 19M1000092)	6330 Pine Avenue Bell, CA 90201
Bell Gardens (4 19M1000093)	8327 Garfield Avenue Bell Gardens, CA 90201-3293
Bellflower (4 19M1000094)	16600 Civic Center Drive Bellflower, CA 90706
Beverly Hills (4 19M1000095)	455 North Rexford Drive Beverly Hills, CA 90210
Bradbury (4 19M1000096)	600 Winston Avenue Bradbury, CA 91008
Burbank (4 19M1000097)	275 East Olive Avenue Burbank, CA 91502
Calabasas (4 19M1000098)	100 Civic Center Way Calabasas, CA 91302
Carson (4 19M1000099)	701 East Carson Street Carson, CA 90745
Cerritos (4 19M1000100)	18125 Bloomfield Avenue Cerritos, CA 90703-3130
Claremont (4 19M1000102)	207 Harvard Avenue Claremont, CA 91711
Commerce (4 19M1000103)	2535 Commerce Way Commerce, CA 90040
Compton (4 19M1000104)	205 South Willowbrook Avenue Compton, CA 90220
Covina (4 19M1000105)	125 East College Street Covina, CA 91723
Cudahy (4 19M1000106)	5220 Santa Ana Street Cudahy, CA 90201
Culver City (4 19M1000107)	9770 Culver Boulevard Culver City, CA 90232
Diamond Bar (4 19M1000108)	21810 East Copley Drive Diamond Bar, CA 91765
Downey (4 19M1000109)	11111 Brookshire Avenue Downey, CA 90241
Duarte (4 19M1000110)	1600 Huntington Drive Duarte, CA 91010
El Monte (4 19M1000111)	11333 Valley Boulevard El Monte, CA 91731
El Segundo (4 19M1000112)	350 Main Street El Segundo, CA 90245
Gardena	1700 West 162 nd Street

Permittee (SMARTS WDID)	Physical Address
(4 19M1000113)	Gardena, CA 90247-3732
Glendale (4 19M1000114)	Engineering Section 633 East Broadway, Room 209 Glendale, CA 91206
Glendora (4 19M1000115)	116 East Foothill Boulevard Glendora, CA 91741
Hawaiian Gardens (4 19M1000116)	21815 Pioneer Boulevard Hawaiian Gardens, CA 90716
Hawthorne (4 19M1000117)	4455 West 126 th Street Hawthorne, CA 90250
Hermosa Beach (4 19M1000118)	1315 Valley Drive Hermosa Beach, CA 90254
Hidden Hills (4 19M1000119)	6165 Spring Valley Road Hidden Hills, CA 91302
Huntington Park (4 19M1000120)	6550 Miles Avenue Huntington Park, CA 90255
Industry (4 19M1000101)	15625 East Stafford Street, Suite 100 Industry, CA 91744
Inglewood (4 19M1000121)	1 W. Manchester Boulevard, 3rd Floor Inglewood, CA 90301-1750
Irwindale (4 19M1000122)	5050 North Irwindale Avenue Irwindale, CA 91706
La Cañada Flintridge (4 19M1000123)	One Civic Center Dr. La Cañada Flintridge, CA 91011
La Habra Heights (4 19M1000124)	1245 North Hacienda Road La Habra Heights, CA 90631
La Mirada (4 19M1000125)	13700 La Mirada Boulevard La Mirada, CA 90638
La Puente (4 19M1000126)	15900 East Main Street La Puente, CA 91744
La Verne (4 19M1000127)	3660 "D" Street La Verne, CA 91750
Lakewood (4 19M1000128)	5050 Clark Avenue Lakewood, CA 90712
Lawndale (4 19M1000129)	14717 Burin Avenue Lawndale, CA 90260
Lomita (4 19M1000130)	24320 Narbonne Avenue Lomita, CA 90717
Long Beach (4 19M1000131)	333 West Ocean Boulevard, 9 th Floor Long Beach, CA 90802
Los Angeles (4 19M1000132)	1149 S. Broadway, 10 th Floor Los Angeles, CA 90015
Lynwood	11330 Bullis Road

Permittee (SMARTS WDID)	Physical Address
(4 19M1000135)	Lynwood, CA 90262
Malibu (4 19M1000136)	23825 Stuart Ranch Road Malibu, CA 90265-4861
Manhattan Beach (4 19M1000137)	1400 Highland Avenue Manhattan Beach, CA 90266
Maywood (4 19M1000138)	4319 East Slauson Avenue Maywood, CA 90270
Monrovia (4 19M1000139)	415 South Ivy Avenue Monrovia, CA 91016
Montebello (4 19M1000140)	1600 West Beverly Boulevard Montebello, CA 90640
Monterey Park (4 19M1000141)	320 West Newmark Avenue Monterey Park, CA 91754
Norwalk (4 19M1000142)	12650 East Imperial Highway Norwalk, CA 90650
Palos Verdes Estates (4 19M1000143)	340 Palos Verdes Drive West Palos Verdes Estates, CA 90274
Paramount (4 19M1000144)	16400 Colorado Avenue Paramount, CA 90723
Pasadena (4 19M1000145)	100 North Garfield Avenue Pasadena, CA 91101
Pico Rivera (4 19M1000146)	6615 Passons Boulevard Pico Rivera, CA 90660
Pomona (4 19M1000147)	505 South Garey Avenue Pomona, CA 91766
Rancho Palos Verdes (4 19M1000148)	30940 Hawthorne Boulevard Rancho Palos Verdes, CA 90275
Redondo Beach (4 19M1000149)	415 Diamond Street Redondo Beach, CA 90277
Rolling Hills (4 19M1000150)	2 Portuguese Bend Road Rolling Hills, CA 90274
Rolling Hills Estates (4 19M1000151)	4045 Palos Verdes Drive North Rolling Hills Estates, CA 90274
Rosemead (4 19M1000152)	8838 East Valley Boulevard Rosemead, CA 91770
San Dimas (4 19M1000153)	245 East Bonita Avenue San Dimas, CA 91773
San Fernando (4 19M1000154)	117 Macneil Street San Fernando, CA 91340
San Gabriel (4 19M1000155)	425 South Mission Drive San Gabriel, CA 91776
San Marino (4 19M1000156)	2200 Huntington Drive San Marino, CA 91108

Permittee (SMARTS WDID)	Physical Address
Santa Clarita (4 19M1000157)	23920 Valencia Boulevard, Suite 300 Santa Clarita, CA 91355
Santa Fe Springs (4 19M1000158)	11710 East Telegraph Road Santa Fe Springs, CA 90670
Santa Monica (4 19M1000159)	1685 Main Street Santa Monica, CA 90401
Sierra Madre (4 19M1000160)	232 West Sierra Madre Boulevard Sierra Madre, CA 91024
Signal Hill (4 19M1000161)	2175 Cherry Avenue Signal Hill, CA 90755-3799
South El Monte (4 19M1000162)	1415 North Santa Anita Avenue South El Monte, CA 91733
South Gate (4 19M1000163)	8650 California Avenue South Gate, CA 90280
South Pasadena (4 19M1000164)	1414 Mission Street South Pasadena, CA 91030
Temple City (4 19M1000165)	9701 Las Tunas Drive Temple City, CA 91780
Torrance (4 19M1000166)	3031 Torrance Boulevard Torrance, CA 90503
Vernon (4 19M1000167)	4305 South Santa Fe Avenue Vernon, CA 90058
Walnut (4 19M1000168)	21201 La Puente Road Walnut, CA 91789
West Covina (4 19M1000169)	1444 West Garvey Avenue South West Covina, CA 91790
West Hollywood (4 19M1000170)	8300 Santa Monica Boulevard West Hollywood, CA 90069
Westlake Village (4 19M1000171)	31200 Oak Crest Drive Westlake Village, CA 91361
Whittier (4 19M1000172)	13230 Penn Street Whittier, CA 90602

Table 4. Administrative Information

This Order was adopted on:	July 23, 2021
This Order shall become effective on:	September 11, 2021
This Order shall expire on:	September 11, 2026
In accordance with Title 23, Division 3, Chapter 9 of the California Code of Regulations and to Title 40, Part 122 of the Code of Federal Regulations (CFR), each Discharger shall file a Report of Waste Discharge as an application for reissuance of waste discharge requirements (WDRs) and an application for reissuance of a National Pollutant Discharge Elimination System (NPDES) permit no later than:	March 15, 2026
In accordance with Section 2235.4 of Title 23 of the California Code of Regulations, the terms and conditions of an expired permit are automatically continued pending issuance of a new permit if all requirements of the federal NPDES regulations on continuation of the expired permit are complied with. Accordingly, if a new Order is not adopted by the expiration date above, then the Permittees shall continue to implement the requirements of this Order until a new one is adopted.	

I, Renee Purdy, Executive Officer, do hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the California Regional Water Quality Control Board, Los Angeles Region, on **July 23, 2021**.



Renee Purdy, Executive Officer

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I. FACILITY INFORMATION

The 99 entities listed in Table 2 and Table 3 of this Order are the owners and/or operators⁴ of Municipal Separate Storm Sewer Systems within the Los Angeles Region (hereinafter MS4 or Facility). References to the “discharger,” “permittee,” “co-permittee,” or “municipality” in applicable federal and state laws, regulations, plans, or policy are held to be equivalent to references to the Dischargers or Permittees herein. Information describing the Permittees’ MS4 within the Los Angeles Region (Facility) is summarized in Table 1, Table 2, and Table 3 of this Order and in the Fact Sheet (Attachment F). The Fact Sheet also includes information regarding the Permittees’ permit applications. Attachment A lists definitions of terms, abbreviations, and acronyms used in this Order and all other attachments.

II. FINDINGS

The California Regional Water Quality Control Board, Los Angeles Region (hereinafter Los Angeles Water Board or Board), finds:

A. Legal Authorities – Federal Clean Water Act and California Water Code.

This Order serves as WDRs pursuant to article 4, chapter 4, division 7 of the California Water Code (commencing with section 13260). This Order is also issued pursuant to section 402 of the federal Clean Water Act (CWA) and implementing regulations adopted by the U.S. EPA and chapter 5.5, division 7 of the Water Code (commencing with section 13370). It shall serve as an NPDES permit authorizing the Dischargers to discharge into waters of the U.S. within the Los Angeles Region subject to the WDRs in this Order.

B. Background and Rationale for Requirements

The Los Angeles Water Board developed the requirements in this Order based on information submitted as part of the Permittees’ reapplication packages, through monitoring and reporting programs, and other available information. In accordance with federal regulations at 40 CFR section 124.8, the Fact Sheet (Attachment F), which contains background information and the legal, policy and technical rationale for the requirements in this Order, is hereby incorporated into and constitutes Findings for this Order. Attachments A through E and G through S are also incorporated into this Order.

C. This Order, Regional MS4 Permit

This Order supersedes the previous Orders for the City of Long Beach, 86 Permittees in the coastal watersheds of Los Angeles County, and 12 Permittees in Ventura County to cover 99 Permittees within the coastal watersheds of the Los Angeles Region with one region-wide Phase I MS4 Permit (Regional MS4 Permit). This Order implements the federal Phase I NPDES Stormwater Program requirements. These federal requirements include three fundamental elements: (i) a requirement to effectively prohibit non-stormwater discharges through the MS4, (ii) requirements to implement controls to reduce the discharge of pollutants in stormwater to the maximum extent practicable (MEP), and (iii) other provisions the Los Angeles Water Board has determined appropriate for the control of such pollutants.

D. Delegation of Authority to the Executive Officer

The Los Angeles Water Board by prior resolution has delegated broad authority to its Executive Officer to act on the Los Angeles Water Board’s behalf pursuant to Water Code sections 7 and 13223. Therefore, the Los Angeles Water Board Executive Officer is authorized to act on the Los Angeles Water Board’s behalf on all matters within this Order that have been delegated

⁴ Owner or operator means the owner or operator of any facility or activity subject to regulation under the NPDES program (40 CFR § 122.2).

unless such delegation is unlawful under Water Code section 13223 or this Order explicitly states otherwise.

The Board authorizes the Executive Officer to make non-substantive changes to this Order to correct typographical errors, including correcting misspellings/grammar, ensuring correct cross-references, correcting formatting/numbering, and conforming changes made during the development and adoption of this Order that were inadvertently not carried through the entire Order. The Executive Officer shall provide public notice of any non-substantive changes.

E. Notification of Interested Parties

In accordance with state and federal laws and regulations, the Los Angeles Water Board has notified the Permittees and interested agencies and persons of its intent to prescribe WDRs for the discharges authorized by this Order and has provided them with an opportunity to submit their written and oral comments. Details of the notification, as well as the meetings and workshops held on the working proposal and drafts of the permit, are provided in the Fact Sheet (Attachment F) of this Order.

F. Consideration of Public Comment

The Los Angeles Water Board, in a public meeting, heard and considered all oral and written comments pertaining to the discharges authorized by this Order and the requirements contained herein. The Los Angeles Water Board has prepared written responses to all timely comments on the draft permit, which are included in the Administrative Record for this Order. Details of the public hearing are provided in the Fact Sheet (Attachment F) of this Order.

THEREFORE, IT IS HEREBY ORDERED that this Order supersedes Order No. R4-2010-0108, Order No. R4-2012-0175, and Order No. R4-2014-0024 except for enforcement purposes, and, in order to meet the provisions contained in division 7 of the Water Code (commencing with section 13000) and regulations adopted thereunder, and the provisions of the CWA and regulations and guidelines adopted thereunder, the Dischargers shall comply with the requirements in this Order. This action in no way prevents the Los Angeles Water Board from taking enforcement action for violations of the previous Orders.

In compliance with the judgment and writ of mandate in *Natural Resources Defense Council, Inc. and Los Angeles Waterkeeper v. State Water Resources Control Board and California Regional Water Quality Control Board, Los Angeles Region*, Los Angeles County Superior Court, Case No. BS156962, the issuance of this Order has the effect of setting aside Order No. R4-2012-0175 upon the effective date of this Order. This action to supersede Order No. R4-2012-0175 is not retroactive. Order No. R4-2012-0175 remains valid while it is still in effect, and violations are therefore subject to enforcement. This action also does not impact or affect any prior actions or determinations by the Los Angeles Water Board or its Executive Officer that implemented Order No. R4-2012-0175 including, but not limited to, actions or determinations related to watershed management programs (subject to State Water Board Order WQ 2020-0038), monitoring programs, and alternative biofiltration designs.

III. DISCHARGE PROHIBITIONS

A. Prohibitions – Non-Stormwater Discharges

1. **Prohibition of Non-Stormwater Discharges.** Each Permittee for the portion of the MS4 for which it is an owner or operator shall prohibit non-stormwater discharges through the MS4 to receiving waters.
2. **Exceptions to Prohibition of Non-Stormwater Discharges.** The following authorized and conditionally exempt non-stormwater discharges are not prohibited:
 - a. Authorized non-stormwater discharges separately regulated by an individual or general NPDES permit;
 - b. Authorized non-stormwater discharges separately regulated by a conditional waiver or WDRs for agricultural lands;
 - c. Temporary non-stormwater discharges authorized pursuant to sections 104(a) or 104(b) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) that either: (i) will comply with water quality standards as applicable or relevant and appropriate requirements (“ARARs”) under section 121(d)(2) of CERCLA; or (ii) are subject to either (a) a written waiver of ARARs pursuant to section 121(d)(4) of CERCLA or (b) a written determination that compliance with ARARs is not practicable considering the exigencies of the situation pursuant to 40 CFR. section 300.415(j)⁵;
 - d. Authorized non-stormwater discharges from emergency firefighting activities (i.e., discharges resulting from water use necessary for the protection of life or property from fire)⁶;
 - e. Natural flows including:
 - i. Natural springs;
 - ii. Flows from riparian habitats and wetlands;
 - iii. Diverted stream flows, authorized by the State Water Board or Los Angeles Water Board;
 - iv. Uncontaminated ground water infiltration⁷;
 - v. Rising ground waters, where ground water seepage is not otherwise covered by a NPDES permit⁸;
 - f. Conditionally exempt non-stormwater discharges in accordance with Parts III.A.3 and III.A.4 below.

⁵ These typically include short-term, high volume discharges resulting from the development or redevelopment of groundwater extraction wells, or federal or State-required compliance testing of potable water treatment plants, as part of an authorized groundwater remediation action under CERCLA.

⁶ Discharges from vehicle washing, building fire suppression system maintenance and testing (e.g., sprinkler line flushing), fire hydrant maintenance and testing, and other routine maintenance activities are not considered emergency firefighting activities.

⁷ Uncontaminated ground water infiltration is water other than wastewater that enters the MS4 (including foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow. (See 40 CFR § 35.2005(20).)

⁸ A NPDES permit for discharges associated with ground water dewatering is required within the Los Angeles Region.

- 3. Conditional Exemptions from Non-Stormwater Discharges Prohibition.** The following categories of non-stormwater discharges are exempt from the non-stormwater discharge prohibition, if (1) the Permittee ensures that all required conditions specified below, including in Table 5 of this Order, or other conditions specified and/or approved by the Los Angeles Water Board Executive Officer are met, and (2) the discharge is not a direct discharge into an Area of Special Biological Significance (ASBS) within the Los Angeles Region unless otherwise allowed in Part III.A.4 of this Order.
- a. Conditionally Exempt Essential Non-Stormwater Discharges.** The following non-stormwater discharges are directly or indirectly required by other state or federal statutes and/or regulations, and are exempt from the discharge prohibition in Part III.A.1 of this Order:
- i. Discharges from essential *non-emergency* firefighting activities⁹;
 - ii. Discharges from drinking water systems that are not otherwise regulated by NPDES Permit No. CAG674001, NPDES Permit No. CAG140001, or another separate NPDES permit¹⁰;
- b. Conditionally Exempt Non-Essential Non-Stormwater Discharges.** The following non-stormwater discharges are exempt from the discharge prohibition in Part III.A.1 of this Order, provided that the discharge is not a source of pollutants that will cause or contribute to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order:
- i. Dewatering of lakes¹¹;
 - ii. Landscape irrigation;
 - iii. Dechlorinated/debrominated swimming pool/spa discharges¹² not otherwise regulated by a separate NPDES permit;
 - iv. Dewatering of decorative fountains¹³;
 - v. Non-commercial car washing by residents or by non-profit organizations;
 - vi. Street/sidewalk wash water¹⁴;

⁹ This includes firefighting training activities, which simulate emergency responses, and routine maintenance and testing activities necessary for the protection of life and property, including building fire suppression system maintenance and testing (e.g., sprinkler line flushing) and fire hydrant testing and maintenance. Discharges from vehicle washing are not considered essential and as such are not conditionally exempt from the non-stormwater discharge prohibition.

¹⁰ Drinking water system discharges means short-term or seasonal discharges from a drinking water system of water that has been dedicated for drinking water purposes. Discharges from drinking water systems include sources of flows from drinking water storage, supply and distribution systems (including flows from system failures), pressure releases, system maintenance, distribution line testing, and flushing and dewatering of pipes, reservoirs, and vaults, and minor non-invasive well maintenance activities not involving chemical addition(s).

¹¹ Dewatering of lakes does not include dewatering of drinking water reservoirs. Dewatering of drinking water reservoirs is addressed in Part III.A.3.a.ii of this Order.

¹² Conditionally exempt dechlorinated/debrominated swimming pool/spa discharges do not include swimming pool/spa filter backwash or swimming pool/spa water containing bacteria, detergents, wastes, or algaecides, or any other chemicals (including salts from pools commonly referred to as “saltwater pools”).

¹³ Conditionally exempt discharges from dewatering of decorative fountains do not include fountain water containing bacteria, detergents wastes, or algaecides, or any other chemicals.

¹⁴ Conditionally exempt non-stormwater discharges of street/sidewalk wash water only include those discharges resulting from use of high pressure, low volume spray washing using only potable water with no cleaning agents

- vii. Short-term releases of potable water with no additives or dyes for filming purposes;
 - viii. Potable wash water used to clean reservoir covers.
- 4. **Additional Provisions for Non-Stormwater Discharges to an ASBS.** The following non-stormwater discharges to an MS4 with a direct discharge to an ASBS are allowed pursuant to the California Ocean Plan, provided that:
 - a. The non-stormwater discharge falls within any of the following categories:
 - i. One of the conditionally exempt essential non-stormwater discharge categories in Part III.A.3.a of this Order;
 - ii. Essential for emergency response purposes, structural stability, and slope stability, which may include but are not limited to the following discharges:
 - (a) Discharges associated with emergency firefighting operations (i.e., discharges resulting from water use necessary for the protection of life or property from fire)¹⁵;
 - (b) Foundation and footing drains;
 - (c) Water from crawl space or basement pumps;
 - (d) Hillside dewatering.
 - iii. Naturally occurring discharges as follows:
 - (a) Naturally occurring groundwater seepage via a MS4;
 - (b) Non-anthropogenic flows from a naturally occurring stream via a culvert or MS4, as long as there are no contributions of anthropogenic runoff.
 - b. The non-stormwater discharge shall not cause or contribute¹⁶ to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order or the water quality objectives in Chapter II of the Ocean Plan, or an undesirable alteration in natural ocean water quality in an ASBS.
- 5. **Permittee Requirements.** For conditionally exempt non-stormwater discharges, each Permittee shall:
 - a. Develop and implement procedures to ensure that a discharger, if not a named Permittee in this Order, fulfills the following for conditionally exempt non-stormwater discharges to the Permittee's MS4:
 - i. Notifies Permittee of the planned discharge in advance, where required in Table 5 of this Order or consistent with recommendations pursuant to the applicable BMP manual;
 - ii. Obtains any local permits required by the MS4 owner(s) and/or operator(s);

at an average usage of 0.006 gallons per square feet of sidewalk area in accordance with Los Angeles Water Board Resolution No. 98-08. Conditionally exempt non-stormwater discharges of street/sidewalk wash water do not include hosing of any sidewalk or street with a garden hose with a high pressure high volume nozzle.

¹⁵ Discharges from vehicle washing, building fire suppression system maintenance and testing (e.g., sprinkler line flushing), fire hydrant maintenance and testing, and other routine maintenance activities are not considered emergency firefighting activities.

¹⁶ Based on the water quality characteristics of the conditionally exempt non-stormwater discharge itself.

- iii. Provides documentation that it has obtained any other necessary permits or water quality certifications¹⁷ for the discharge;
 - iv. Conducts monitoring of the discharge, if required by the Permittee;
 - v. Implements BMPs and/or control measures as specified in Table 5 of this Order or in the applicable BMP manual(s) as a condition of the approval to discharge into the Permittee's MS4; and
 - vi. Maintains records of its discharge to the MS4, consistent with requirements in Table 5 of this Order or recommendations pursuant to the applicable BMP manual. For lake dewatering, the Permittee shall require that the following information is maintained by the lake owner / operator: name of discharger, date and time of notification, method of notification, location of discharge, discharge pathway, receiving water, date of discharge, time of the beginning and end of the discharge, duration of the discharge, flow rate or velocity, total number of gallons discharged, type(s) of sediment controls used, pH of discharge, type(s) of volumetric and velocity controls used, and field and laboratory monitoring data. These records shall be made available upon request by the Permittee or Los Angeles Water Board.
- b. Maintain records of all conditionally exempt non-stormwater discharges greater than 100,000 gallons in an electronic database consistent with Table 5 of this Order.
 - c. Evaluate monitoring data collected pursuant to the Monitoring and Reporting Program (MRP) of this Order (Attachment E), and any other associated data or information, and determine whether any of the authorized or conditionally exempt non-stormwater discharges identified in Parts III.A.2-4 above are a source of pollutants that may be causing or contributing to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order. Based on non-stormwater outfall-based monitoring as implemented through the MRP, if monitoring data show exceedances of applicable limitations at the outfall, the Permittee shall take further action to determine whether the discharge is causing or contributing to exceedances of applicable limitations in the receiving water.
6. If the Permittee determines that any of the conditionally exempt non-essential non-stormwater discharges identified in Part III.A.3.b of this Order is a source of pollutants that causes or contributes to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order, the Permittee(s) shall report its findings to the Los Angeles Water Board in its annual report. Based on this determination, the Permittee(s) shall also either:
- a. Effectively prohibit¹⁸ the non-stormwater discharge into the MS4; or
 - b. Impose conditions in addition to those in Table 5 of this Order, subject to approval by the Los Angeles Water Board Executive Officer, on the non-stormwater discharge such that it will not be a source of pollutants; or
 - c. Require diversion of the non-stormwater discharge to the sanitary sewer; or
 - d. Require treatment of the non-stormwater discharge prior to discharge to the receiving water.

¹⁷ Pursuant to the Federal Clean Water Act § 401.

¹⁸ To "effectively prohibit" means to not allow the non-stormwater discharge into the MS4 unless the discharger obtains coverage under a separate NPDES permit prior to discharge into the MS4.

7. If the Permittee effectively prohibits the non-stormwater discharge to the MS4, as per Part III.A.6.a above, then the Permittee shall implement procedures developed under Part VIII.I of this Order (Illicit Discharge Detection and Elimination Program) to eliminate the discharge to the MS4 unless the non-stormwater discharge is regulated by a separate NPDES permit prior to the next discharge.
8. If the Permittee determines that any of the authorized or conditionally exempt essential non-stormwater discharges is a source of pollutants that causes or contributes to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order, the Permittee shall notify the Los Angeles Water Board within 30 days of any such determination.
9. Notwithstanding the above, the Los Angeles Water Board, based on an evaluation of monitoring data and other relevant information including TMDLs and antidegradation policies, may require that a discharger obtain coverage under a separate individual or general State Water Board or Los Angeles Water Board NPDES permit for the non-stormwater discharge or may require that the Permittee ensures that the discharger implements additional conditions specified or approved by the Executive Officer to ensure that the discharge is not a source of pollutants.

Table 5. Required Conditions for Conditionally Exempt Non-Stormwater Discharges

Discharge Category	General Conditions for Exempt MS4 Discharges	Requirements/Required BMPs Prior to Discharge through the MS4
All Discharge Categories	See discharge specific conditions below.	Ensure conditionally exempt non-stormwater discharges avoid potential sources of pollutants in the flow path to prevent introduction of pollutants to the MS4 and receiving water. Whenever there is a discharge of 100,000 gallons or more into the MS4, Permittees shall require advance notification by the discharger to the potentially affected MS4 Permittees, including at a minimum either the VCWPD or the LACFCD, and the Permittee with jurisdiction over the land area from which the discharge originates.
Discharges from essential <i>non-emergency</i> firefighting activities	Discharges allowed after implementation of specified BMPs.	Implement appropriate BMPs based on the CAL FIRE, Office of the State Fire Marshal's <i>Water-Based Fire Protection Systems Discharge Best Management Practices Manual</i> (September 2011) for water-based fire protection system discharges, and based on <i>Riverside County's Best Management Practices Plan for Urban Runoff Management</i> (May 1, 2004), or equivalent BMP manual for fire training activities and post-emergency firefighting activities.
Discharges from drinking water systems that are not otherwise regulated by NPDES Permit No. CAG674001, NPDES Permit No. CAG140001, or another	Discharges allowed after implementation of specified BMPs.	Implement appropriate BMPs based on the American Water Works Association (California-Nevada Section) <i>Guidelines for the Development of Your Best Management Practices (BMP) Manual for Drinking Water System Releases</i> (2005) or equivalent industry standard BMP manual. Chlorine residual in the discharge shall not exceed 0.1 mg/L. Additionally, each Permittee shall work with drinking water system owners/operators that may discharge to the Permittee's MS4 to ensure the following for all discharges greater than 100,000 gallons: (1) notification at least 72 hours prior to a planned discharge and as soon as possible after an unplanned discharge; (2) monitoring of any pollutants of concern¹⁹ in the drinking water system discharge; and (3) record keeping.

¹⁹ Pollutants of concern in drinking water distribution system discharges may include trash and debris, including organic matter, total suspended solids (TSS), residual chlorine, pH, and any pollutant for which there is a limitation in Parts IV, Part V, and Attachments K through S of this Order applicable to discharges from the MS4 to the receiving water. Determination of the pollutants of concern for a particular discharge shall be based on an evaluation of the potential for the constituent(s) to be present in the discharge at levels that may cause or contribute to exceedances of applicable limitations in Parts IV, Part V, and Attachments K through S of this Order.

separate NPDES permit		Permittees shall ensure that the following information is maintained for all drinking water system discharges to the MS4 (planned and unplanned) greater than 100,000 gallons: name of discharger, date and time of notification (for planned discharges), method of notification, location of discharge, discharge pathway, receiving water, date of discharge, time of the beginning and end of the discharge, duration of the discharge, flow rate or velocity, total number of gallons discharged, type of dechlorination equipment used, type of dechlorination chemicals used, concentration of residual chlorine, type(s) of sediment controls used, pH of discharge, type(s) of volumetric and velocity controls used, and field and laboratory monitoring data. Records shall be retained for five years and made available upon request by the Permittee or Los Angeles Water Board.
Potable wash water discharges associated with reservoir cover cleaning	Per the Operations and Maintenance Plan approved by the California Department of Public Health (CDPH)	Create a list of the total number of reservoir covers that must be cleaned to comply with operations and maintenance requirements for reservoir covers; the list should also include the annual cleaning frequency, the address where the reservoirs are located; and the type and size (surface area) of the reservoir covers. The cleaning of the reservoirs shall be done in such a way that minimizes the amount of water used to clean the cover. Wastewater from the cleaning of the reservoir covers shall be discharged to a sanitary sewer or allowed to percolate into the ground; and the discharge shall not cause or contribute to erosion in the area where there will be percolation. If wastewater from the cleaning of the reservoir covers is percolated into the ground, the wash water shall not contain solvents, or other contaminants that might migrate into and contaminate the groundwater supplies.
Lake Dewatering	Discharge allowed only if all necessary permits/water quality certifications for dredge and fill activities, including water diversions, are obtained prior to discharge.	Ensure procedures for advanced notification by the lake owner/operator to the Permittee(s) no less than 72 hours prior to the planned discharge. Immediately prior to discharge, visible trash on the shoreline or on the surface of the lake shall be removed and disposed of in a legal manner. Immediately prior to discharge, the discharge pathway and the MS4 inlet to which the discharge is directed, shall be inspected and cleaned out of all pre-existing trash and debris.

		Discharges shall be volumetrically and velocity controlled to minimize re-suspension of sediments. Measures shall be taken to stabilize lake bottom sediments. Ensure procedures for water quality monitoring for pollutants of concern²⁰ in the lake. Ensure record-keeping of lake dewatering by the lake owner/operator as described in Part III.A.5.a.vi of this Order.
Landscape irrigation using potable water	Discharge allowed if runoff due to potable landscape irrigation is minimized through the implementation of an ordinance specifying water efficient landscaping standards, as well as an outreach and education program focusing on water conservation and landscape water use efficiency.	Implement BMPs to minimize runoff and prevent introduction of pollutants to the MS4 and receiving water, including landscape water use efficiency requirements for existing landscaping, use of drought tolerant, native vegetation, and the use of less toxic options for pest control and landscape management. Implement water conservation programs to minimize discharge by using less water.
Landscape irrigation using reclaimed or recycled water	Discharge of reclaimed or recycled water runoff from landscape irrigation is allowed if the discharge is in compliance with the producer and distributor operations and management (O&M) plan, and all relevant portions thereof, including the Irrigation Management Plan.	Discharges must comply with applicable O&M Plans, and all relevant portions thereof, including the Irrigation Management Plan.

²⁰ Pollutants of concern include, at a minimum, trash and debris, including organic matter, TSS, and any pollutant for which there is an limitation in Parts IV, Part V, and Attachments K through S of this Order for the lake and/or receiving water.

Dechlorinated / debrominated swimming pool / spa discharges	Discharges allowed after implementation of specified BMPs. Pool or spa water containing copper-based algaecides is not allowed to be discharged to the MS4. Discharges of cleaning wastewater and filter backwash allowed only if authorized by a separate NPDES permit.	Implement BMPs and ensure discharge avoids potential sources of pollutants in the flow path to prevent introduction of pollutants prior to discharge to the MS4 and receiving water. Swimming pool water must be de-chlorinated or de-brominated using holding time, aeration, and/or sodium thiosulfate. Chlorine residual in the discharge shall not exceed 0.1 mg/L. Swimming pool water shall not contain any detergents, wastes, or algaecides, or any other chemicals (including salts from pools commonly referred to as “salt water pools”) in excess of applicable water quality objectives.²¹ Swimming pool discharges are to be pH adjusted, if necessary, and be within the range of 6.5 and 8.5 standard units. Swimming pool discharges shall be volumetrically and velocity controlled to promote evaporation and/or infiltration. Ensure procedures for advanced notification by the pool owner to the Permittee(s) at least 72 hours prior to planned discharge for discharges of 100,000 gallons or more. For discharges of 100,000 gallons or more, immediately prior to discharge, inspect and clean out of all pre-existing trash and debris the discharge pathway and the MS4 inlet to which the discharge is directed to.
Dewatering of decorative fountains	Discharges allowed after implementation of specified BMPs. Fountain water containing copper-based algaecides may not be discharged to the MS4. Fountain water containing dyes may not be discharged to the MS4.	Implement BMPs and ensure discharge avoids potential sources of pollutants in the flow path to prevent introduction of pollutants prior to discharge to the MS4 and receiving water. Fountain water must be de-chlorinated or de-brominated using holding time, aeration, and/or sodium thiosulfate. Chlorine residual in the discharge shall not exceed 0.1 mg/L. Fountain discharges are to be pH adjusted, if necessary, and be within the range of 6.5 and 8.5 standard units. Fountain discharges shall be volumetrically and velocity controlled to promote evaporation and/or infiltration.

²¹ Applicable mineral water quality objectives for surface waters are contained in Chapter 3 of the Basin Plan for the Los Angeles Region.

		Ensure procedures for advanced notification by the fountain owner to the Permittee(s) at least 72 hours prior to planned discharge for discharges of 100,000 gallons or more. For discharges of 100,000 gallons or more, immediately prior to discharge, the discharge pathway and the MS4 inlet to which the discharge is directed to shall be inspected and cleaned out of all pre-existing trash and debris.
Non-commercial car washing by residents or by non-profit organizations	Discharges allowed after implementation of specified BMPs.	Implement BMPs and ensure discharge avoids potential sources of pollutants in the flow path to prevent introduction of pollutants prior to discharge to the MS4 and receiving water. Minimize the amount of water used by employing water conservation practices such as turning off nozzles or kinking the hose when not spraying a car and using a low volume pressure washer. Encourage use of biodegradable, phosphate free detergents and non-toxic cleaning products. Where possible, wash cars on a permeable surface where wash water can percolate into the ground (e.g. gravel or grassy areas). Empty buckets of soapy or rinse water into the sanitary sewer system (e.g., sinks or toilets).
Street/sidewalk wash water	Discharges allowed after implementation of specified BMPs.	Sweeping should be used as an alternate BMP whenever possible and sweepings should be disposed of in the trash. Remove trash, debris, and free standing oil/grease spills/leaks (use absorbent material if necessary) from the area before washing. Use high pressure, low volume spray washing using only potable water with no cleaning agents at an average usage of 0.006 gallons per square feet of sidewalk area. In areas of unsanitary conditions (e.g., areas where the congregation of transient populations can reasonably be expected to result in a significant threat to water quality), whenever practicable, Permittees shall collect and divert street and alley wash water from the Permittee's street and sidewalk cleaning activities to the sanitary sewer.

Potable water discharges for filming activities	Discharges allowed after implementation of specified BMPs.	Prior to discharging the water, the storm drain to the receiving water where the discharge will occur as well as the area in the immediate vicinity of the outlet to the receiving water, and the adjacent downstream portion of the channel that will be influenced by the discharge must be cleaned of all pre-existing trash and debris, and kept free of trash and debris during filming. No trash or debris from the filming activities shall be allowed to remain in the storm drain or channel. Each day, prior to water discharge for the movie scenes, a walk-through of the filming area (including the targeted storm drain and receiving water) shall be conducted by the discharger to ensure that all trash and debris has been removed and no illicit discharges are observed. The source of the water that will be discharged will be de-ionized, chlorine free water. In receiving waters where scour of the channel is a concern, the water must be discharged at a steady, low velocity to minimize scour. Upon the completion of the discharges and associated filming, the discharger shall visually inspect the storm drain and channel downstream of the storm drain outlet to remove any possible trash or debris related to the discharge and filming activities.
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B. Prohibitions – Trash

The discharge of trash to surface waters of the State or the deposition of trash where it may be discharged into surface waters of the State is prohibited. Compliance with this prohibition of discharge shall be achieved as follows:

1. **For areas addressed by a trash TMDL.** Each Permittee shall comply with the appropriate trash WQBELs as specified in Part IV.B.3 of this Order.
2. **For areas not addressed by a trash TMDL.** Permittees with regulatory authority over Priority Land Uses (PLUs),²² designated land uses,²³ and equivalent alternate land uses²⁴ shall comply with the following requirements:
 - a. **Compliance Methods**²⁵: The Permittee shall install, operate, and maintain either:
 - i. **Track 1:** A *full capture system (FCS)*²⁶ for all storm drains that capture runoff from the PLUs, designated land uses, and equivalent alternate land uses in the Permittee's jurisdiction; or
 - ii. **Track 2:** Any combination of *full capture systems, multi-benefit projects*,²⁷ other *treatment controls*, and/or *institutional controls* within either the Permittee's jurisdiction or within the jurisdiction of the Permittee and contiguous Permittees. The Permittee may determine the locations or land uses within its jurisdiction to implement any combination of controls. The Permittee shall demonstrate that such combination achieves Full Capture System Equivalency (FCSE).²⁸ The Permittee may determine which controls to implement to achieve compliance with Full Capture System Equivalency.

The Permittee may change its compliance method by submitting a written request to the Los Angeles Water Board for approval of a modified Implementation Plan and/or Jurisdictional Map consistent with the requirements specified in subparts b and c below²⁹:

²² Priority Land Uses as defined in Attachment A of this Order.

²³ If the Los Angeles Water Board determines that specific land uses or locations (e.g., parks, stadia, schools, campuses, or roads leading to landfills) generate a substantial amount of trash, a Permittee may be required to comply with Part III.B.2 of this Order. These specific land uses and locations are defined as designated land uses.

²⁴ Equivalent alternate land uses as defined in Attachment A of this Order. A Permittee may request authorization from the Executive Officer to substitute one or more PLUs with equivalent alternate land uses that generate rates of trash equivalent to or greater than the PLU(s) being substituted.

²⁵ Permittees selected a compliance method in response to the Los Angeles Water Board's August 18, 2017, Water Code Section 13383 Order to Submit Method to Comply With Statewide Trash Provisions; Requirements For Phase I Municipal Separate Storm Sewer System (MS4) Permittees In The Los Angeles Region. Refer to the Fact Sheet (Attachment F) for Permittees' selected tracks.

²⁶ A list of Full Capture System Trash Treatment Control Devices Certified by the State Water Board is available on the State Water Board's Stormwater Program - Trash Implementation Program page at https://www.waterboards.ca.gov/water_issues/programs/stormwater/trash_implementation.html

²⁷ Defined as treatment control projects designed to achieve any of the benefits set forth in section 10562, subdivision (d) of the Water Code.

²⁸ Full capture system equivalency as defined in Attachment A of this Order.

²⁹ In no case shall the Permittee receive a time extension to meet final compliance. The Permittee shall meet full compliance per Part III.B.2.d of this Order.

- b. Implementation Plan (For Track 2 Only):** The Permittee shall maintain and implement a Trash Implementation Plan. At a minimum, the Trash Implementation Plan shall include the following:
- i. Locations of proposed and existing certified *full capture systems*, the drainage area served, design specifications and treatment capacity treated by each *full capture system*;
 - ii. In drainage areas without certified *full capture systems*, the combination of controls selected by the Permittee and the rationale for the selection; discussion of how the combination of controls is designed to achieve Full Capture System Equivalency;
 - iii. How Full Capture System Equivalency will be demonstrated, including calculation of baseline trash load using the methodology per the Visual Trash Assessment Approach or other equivalent trash assessment methodology, for all PLUs as well as any designated land uses, and equivalent alternate land uses³⁰;
 - iv. Monitoring of annual trash load using the same methodology that was used to calculate the baseline load for all PLUs as well as any designated land uses, and equivalent alternate land uses to track progress towards achieving Full Capture System Equivalency;
 - v. If using a methodology other than the Visual Trash Assessment Approach to determine trash levels, a description of the methodology used and rationale of how the alternative methodology is equivalent to the Visual Trash Assessment Approach; and
 - vi. If proposing equivalent alternate land uses, a rationale demonstrating that any alternative land uses generate trash at rates that are equivalent to or greater than the PLUs.
- c. Jurisdictional Map:** The Permittee shall maintain and update, at least annually, a Jurisdictional Map identifying the following:
- i. All PLUs, designated land uses and equivalent alternate land uses discharging to the storm drain network;
 - ii. Any drainage areas addressed by existing trash TMDLs;
 - iii. The corresponding storm drain network;
 - iv. Proposed locations of all certified *full capture systems* and where any combination of controls will be implemented that will achieve Full Capture System Equivalency;
- d. Implementation Schedule:** The Permittee shall achieve full compliance as follows:
- i. **Interim Compliance Deadline:** Within 5 years from the effective date of this Order, 50 percent of all PLUs and equivalent alternate land uses must meet Full Capture or Full Capture System Equivalency.
 - ii. **Final Compliance Deadline:** By no later than December 2, 2030, except in designated land uses that have been issued a time schedule by the Los Angeles

³⁰ Refer to the "Recommended Trash Assessment Minimum Level of Effort for Establishing Baseline Trash Generation Levels" document that was included as an enclosure to the Los Angeles Water Board's August 18, 2017, Water Code Section 13383 Order.

Water Board. In no case may the final compliance date in a time schedule for a designated land use be longer than ten years from the determination by the Los Angeles Water Board to designate a land use or location as a designated land use.

IV. EFFLUENT LIMITATIONS AND DISCHARGE SPECIFICATIONS

A. Effluent Limitations

1. **Technology Based Effluent Limitations.** Each Permittee shall reduce pollutants in stormwater discharges from the MS4 to the maximum extent practicable (MEP).
2. **Water Quality-Based Effluent Limitations.** Each Permittee shall comply with applicable water quality-based effluent limitations (WQBELs) as set forth in Attachments K through S of this Order, pursuant to applicable compliance schedules. The WQBELs in this Order are consistent with the assumptions and requirements of the TMDL waste load allocations (WLAs) assigned to discharges from the MS4.³¹

B. Total Maximum Daily Load Provisions

1. General

- a. The provisions of this Part IV.B implement and are consistent with the assumptions and requirements of available WLAs established in TMDLs applicable to the Permittees.
- b. The provisions in this Part IV.B are designed to ensure that Permittees achieve WLAs and meet other requirements of TMDLs covering receiving waters impacted by the Permittees' MS4 discharges. TMDL provisions are grouped by WMA in Attachments K through S of this Order.
- c. Permittees subject to each TMDL are identified in Attachment J of this Order.
- d. Permittees shall comply with the applicable WQBELs and/or receiving water limitations contained in Attachments K through S of this Order, consistent with the assumptions and requirements of the WLAs established in the TMDLs, including programs of implementation and schedules, where provided for in the State adoption of the TMDL (40 CFR §122.44(d)(1)(vii)(B); Cal. Wat. Code §13263(a)).
- e. Permittees may comply with WQBELs and receiving water limitations in Attachments K through S of this Order using any lawful means.

2. U.S. EPA Established TMDLs

- a. For U.S. EPA promulgated TMDLs that have Los Angeles Water Board adopted programs of implementation pursuant to Water Code sections 13240 and 13242, Permittees shall comply with the applicable WQBELs and/or receiving water limitations contained in Attachments K through S of this Order, including the programs of implementation and schedules adopted by the Los Angeles Water Board. These TMDLs are the *TMDLs for Nutrients in the Malibu Creek Watershed; Malibu Creek and Lagoon TMDL for Sedimentation and Nutrients to Address Benthic Community Impairments; TMDLs for Metals and Selenium in the San Gabriel River and Impaired Tributaries; and Los Cerritos Channel TMDLs for Metals*.
- b. For U.S. EPA promulgated TMDLs where the WLAs are equivalent to existing loads or, where Permittees' data reported under the previous MS4 permits indicates they are complying with WLAs; Permittees shall comply with the applicable WQBELs and/or receiving water limitations contained in Attachments K through S as of the effective date of this Order. These TMDLs are the *TMDL for Chloride in the Santa*

³¹ According to 40 CFR § 130.2, waste load allocations constitute a type of water quality-based effluent limitation. Pursuant to 40 CFR § 122.2, effluent limitation means any restriction imposed by the permitting authority on quantities, discharge rates, and concentrations of pollutants that are discharged from point sources.

*Clara River Reach 3; Santa Monica Bay TMDLs for DDTs and PCBs; Ballona Creek Wetlands TMDLs for Sediment and Invasive Exotic Vegetation; Echo Park Lake Nutrient and Trash TMDLs; and Peck Road Park Lake Nutrient and Trash TMDLs.*³²

- c. For U.S. EPA promulgated TMDLs where load reductions are required to meet the WLAs and there is no program of implementation pursuant to Water Code section 13240 and 13242, this Order allows Permittees to propose and implement BMPs that will be effective in achieving compliance with U.S. EPA established WLAs. These TMDLs are the *Pesticides, PCBs, and Sediment Toxicity in Oxnard Drain 3 TMDL; Long Beach City Beaches and Los Angeles River Estuary Indicator Bacteria TMDL; Legg Lake System Nutrient TMDL; Lake Calabasas Nutrient TMDL; Echo Park Lake Chlordane, Dieldrin, and PCBs TMDLs; Peck Road Park Lake Chlordane, Dieldrin, DDTs, and PCBs TMDLs; and Puddingstone Reservoir Nutrient, Mercury, Chlordane, Dieldrin, DDTs, and PCBs TMDLs.*³³
- i. Each Permittee, individually or collaboratively, shall propose BMPs to achieve the applicable numeric WQBELs and/or receiving water limitations contained in Attachments K through S of this Order and a schedule for implementing the BMPs that is as short as possible, in a Watershed Management Program.
- ii. At a minimum, each Permittee shall include the following information in its Watershed Management Program, relevant to each applicable U.S. EPA established TMDL:
- (a) Available data demonstrating the current quality of the Permittee's MS4 discharge(s) in terms of concentration and/or load of the target pollutant(s) to the receiving waters subject to the TMDL.
- (b) A detailed description of BMPs that have been implemented, and/or are currently being implemented by the Permittee to achieve the TMDL WLA(s), if any.
- (c) A detailed time schedule of specific actions the Permittee will take in order to achieve compliance with the applicable TMDL WLA(s).
- (d) A demonstration that the time schedule requested is as short as possible. The time schedule requested should take into account the time since U.S. EPA establishment of the TMDL, and technological, operation, and economic factors that affect the design, development, and implementation of the control measures that are necessary to comply with the applicable numeric WQBELs contained in Attachments K through S of this Order.
- (1) For the *Long Beach City Beaches and Los Angeles River Estuary Indicator Bacteria TMDL* the time schedule to achieve the WQBELs and receiving water limitations shall be as follows:
- (i) During dry weather, for the Long Beach City Beaches no later than the effective date of this Order³⁴;

³² The Echo Park Lake Nutrient and Trash TMDLs and the Peck Road Park Lake Nutrient and Trash TMDLs are part of the *Los Angeles Area Lakes TMDLs for Nitrogen, Phosphorus, Mercury, Trash, Organochlorine Pesticides and PCBs* (Los Angeles Area Lakes TMDLs).

³³ The Legg Lake System Nutrient TMDL; Lake Calabasas Nutrient TMDL; Echo Park Lake Chlordane, Dieldrin, and PCBs TMDLs; Peck Road Park Lake Chlordane, Dieldrin, DDTs, and PCBs TMDLs; and Puddingstone Reservoir Nutrient, Mercury, Chlordane, Dieldrin, DDTs, and PCBs TMDLs are part of the Los Angeles Area Lakes TMDLs.

³⁴ Deadline is established per the City of Long Beach MS4 Permit, Order No. R4-2014-0024, Part VIII.G.1.c.iv.(1).

- (ii) During wet weather, for the Long Beach City Beaches a time schedule as short as possible per Part IV.B.2.c.i of this Order;
 - (iii) During dry weather, for the Los Angeles River Estuary no later than the schedule for Segment A (Rosecrans Avenue to Willow Street) in Table Q – 1 within Attachment Q of this Order;
 - (iv) During wet weather, for the Los Angeles River Estuary no later than March 23, 2037; and
 - (v) For the geometric mean WQBELs and receiving water limitations, no later than the time schedule proposed for wet weather for the Long Beach City Beaches and the Los Angeles River Estuary.
- (e) If the requested time schedule exceeds one year, the proposed schedule shall include interim requirements and the dates for their achievement.
- iii. Each Permittee subject to WQBELs and/or receiving water limitations contained in Attachments K through S of this Order for U.S. EPA established TMDL(s), individually or collaboratively, may submit a Watershed Management Program to the Los Angeles Water Board for approval per the schedule in Parts IX.F and G of this Order.
 - iv. If a Permittee submits a Watershed Management Program that is not approved, then the Permittee shall be required to directly demonstrate compliance with the applicable numeric WQBELs and/or receiving water limitations immediately upon notification of the Los Angeles Water Board's disapproval.
 - v. If a Permittee does not submit a Watershed Management Program, then the Permittee shall be required to directly demonstrate compliance with the applicable numeric WQBELs and/or receiving water limitations as of the effective date of the Order.

3. Water Quality-Based Effluent Limitations for Trash

Permittees assigned a WQBEL for a trash TMDL shall comply as set forth below.

- a. **Effluent Limitations.** Permittees shall comply with the interim and final WQBELs for the following trash TMDLs:
 - i. Ventura River Estuary Trash TMDL (Attachment K)
 - ii. Lake Elizabeth Trash TMDL (Attachment M)
 - iii. Revolon Slough and Beardsley Wash Trash TMDL (Attachment N)
 - iv. Santa Monica Bay Nearshore and Offshore Debris TMDL (Attachment O)
 - v. Malibu Creek Watershed Trash TMDL (Attachment O)
 - vi. Ballona Creek Watershed Trash TMDL (Attachment O)
 - vii. Machado Lake Trash TMDL (Attachment P)
 - viii. Los Angeles River Watershed Trash TMDL (Attachment Q)
 - ix. Legg Lake Trash TMDL (Attachment Q)
 - x. Echo Park Lake Trash TMDL (Attachment Q)
 - xi. Peck Road Park Lake Trash TMDL (Attachment Q)

- b. Compliance.** Pursuant to California Water Code section 13360(a), Permittees may comply with the trash effluent limitations using any lawful means. Such compliance options are broadly described below. Any combination of these, as allowed by the applicable TMDL, may be employed to achieve compliance:

i. Full Capture Systems (FCS) Compliance Approach

- (a) Certified Full Capture Systems.** *Full capture systems* are systems that meet the operating and performance requirements described in Attachment A of this Order. The Los Angeles Water Board recognizes the *full capture systems* certified by the State Water Board Executive Director as well as the systems previously certified by the Los Angeles Water Board Executive Officer: nine Los Angeles Water Board Executive Officer-certified *full capture systems*, including Vortex Separation Systems (VSS), specific types or designs of trash nets; two gross solids removal devices (GSRDs); catch basin brush inserts and mesh screens; vertical and horizontal trash capture screen inserts; a connector pipe screen device; and a nutrient separating baffle box.³⁵
- (b)** Permittees are authorized to comply with their effluent limitations through certified *full capture systems* provided the requirements of subpart (c), immediately below, and any conditions in the certification, continue to be met.
- (c)** Permittees may comply with their effluent limitations through progressive installation of *full capture systems* throughout their jurisdictional areas until all areas draining to the waterbody associated with the trash TMDL are addressed. For purposes of this Order, attainment of the effluent limitations shall be conclusively presumed for any drainage area to the waterbody associated with the trash TMDL where certified *full capture systems* treat all drainage from the area, provided that the *full capture systems* are adequately sized and maintained, and that maintenance records are up-to-date and available for inspection by the Los Angeles Water Board.
- (1) Final Effluent Limitations.** A Permittee shall be in compliance with its final effluent limitation if all drainage areas under its jurisdiction and/or authority are serviced by appropriate certified *full capture systems*.
- (2) Interim Effluent Limitations.** A Permittee shall be in compliance with its interim effluent limitations, where applicable:
- (i)** By demonstrating that *full capture systems* treat the percentage of drainage areas in the watershed that corresponds to the required trash abatement.
- (ii)** Alternatively, a Permittee may propose a schedule for installation of *full capture systems* in areas under its jurisdiction and/or authority within a given watershed, targeting first the areas of greatest trash generation, for the Los Angeles Water Board Executive Officer's approval. Any such schedule shall result in timely compliance with the final effluent limitations, consistent with the established TMDL implementation schedule and applicable State policies. A Permittee shall be in compliance with its interim

³⁵ See August 3, 2004 Los Angeles Water Board Memorandum titled "Procedures and Requirements for Certification of a Best Management Practice for Trash Control as a Full Capture System".

effluent limitations provided it is fully in compliance with any such approved schedule.

(d) Full Capture System Technical Infeasibility. In drainage areas where the vast majority of catch basins are retrofitted with *full capture systems*; the *full capture systems* are properly sized, operated, and maintained; and retrofit of remaining catch basins is technically infeasible; a Permittee may submit a written request that the Los Angeles Water Board Executive Officer make a determination that the Permittee is in full compliance with its final effluent limitation if all of the following criteria are met:

- (1)** 98% of all catch basins within the Permittee's jurisdictional land area in the watershed are retrofitted with *full capture systems* (or, alternatively, 98% of the jurisdiction's drainage area is addressed by *full capture systems*) and at least 97% of the catch basins (or, alternatively, drainage area) within the Permittee's jurisdiction in the subwatershed (the smaller of the HUC-12 equivalent area or tributary subwatershed) are retrofitted with *full capture systems*; and
- (2)** The Permittee submits to the Los Angeles Water Board a report for Executive Officer concurrence, detailing the technical infeasibility of *full capture system* retrofits in the remaining catch basins and evaluating the feasibility of *partial capture devices*, and the potential to install *full capture systems* or *partial capture devices* along the storm drain or at the MS4 outfall downgradient from the catch basin; and
- (3)** The Permittee submits to the Los Angeles Water Board a report for Executive Officer approval, detailing the *partial capture devices and institutional controls* that are currently and will continue to be implemented in the affected subwatershed(s), including an assessment of the effectiveness of the *partial capture devices and institutional controls* using existing data and representative studies.

In addition, if significant land use changes occur in the affected subwatershed (based on permits for new development and significant re-development) or if there is a significant change in the suite of implemented *partial capture devices and/or institutional controls* (e.g., reduced frequency of implementation, reduced spatial coverage of implementation, change in technology employed), the Permittee shall re-evaluate the effectiveness of *institutional controls* and *partial capture devices* and report the findings to the Los Angeles Water Board for confirmation or change to the determination. Such re-evaluation shall occur within one year of the identification of the significant changes.

(e) Exceptions for Malibu Creek Watershed and Revolon Slough and Beardsley Wash Trash TMDLs. Permittees subject to the Malibu Creek Watershed and Revolon Slough and Beardsley Wash Trash TMDLs, in Attachments O and N of this Order respectively, may comply with trash WQBELs through the installation of *full capture systems*, or any lawful manner to achieve Full Capture System Equivalency, in Priority Land Uses (PLUs) consistent with implementation of Part III.B.2.a of this Order.

ii. Mass Balance Compliance Approach. Permittees may comply with their interim and final effluent limitations through a combination of *full capture*

systems, partial capture devices, and the application of *institutional controls*.³⁶ In this approach, a Permittee shall demonstrate compliance by calculating its annual trash discharge and comparing this estimate to applicable interim and/or final effluent limitations. To calculate the annual trash discharge, the Permittee shall conduct a study to determine how much trash is accumulating within its jurisdiction between storm events to calculate a Daily Generation Rate (DGR).

(a) Intermediate Calculations

- (1) Daily Generation Rate (DGR).** The DGR is the average amount of litter deposited to land or surface water during a 24-hour period, as measured in a specified drainage area. Permittees shall conduct a study to estimate the DGR for the applicable trash TMDL area. The DGR will be used in the mass balance calculation to determine the trash discharged during storm events.
 - (i) Study Area:** The DGR study area(s) shall be representative of the land uses and activities within the Permittee's authority. The DGR for the applicable area under the Permittee's jurisdiction and/or authority shall be extrapolated from the representative drainage area(s) analyzed during the study.
 - (ii) Study Time Period:** The DGR shall be determined from direct measurement of trash deposited in the drainage study area during any 30-day period between June 22nd and September 22nd exclusive of rain events.³⁷
 - (iii) Recalculation Frequency:** The DGR shall be re-calculated every year unless a less frequent period for recalculation is approved by the Los Angeles Water Board Executive Officer. Upon achieving compliance with final water quality-based effluent limitations, Permittees may reduce the frequency of DGR recalculation to every five years (no Executive Officer approval necessary).

Daily Generation Rate

$$DGR = \sum \left(\frac{A_i}{A_i^{study}} \right) \left(\frac{m_i}{t_i} \right)$$

where:

A_i = total area within jurisdiction represented by land use i

A_i^{study} = representative area used in DGR study for land use i

m_i = amount of trash collected during the DGR study collection period for land use i [gal or lbs]

t_i = number of days of DGR study collection period for land use i (should be at least 30 days) [days]

- (2) Partial Capture Devices.** Trash discharges from areas serviced solely by *partial capture devices* may be estimated based on demonstrated

³⁶ While interim effluent limitations may be complied with using *partial capture devices*, compliance with final effluent limitations cannot be achieved with the exclusive use of *partial capture devices*.

³⁷ Provided no special events are scheduled that may affect the representative nature of that collection period.

performance of the device(s) in the implementing area. Performance shall be demonstrated under different conditions (e.g. low to high trash loading). That is, trash reduction is equivalent to the *partial capture devices'* trash removal efficiency multiplied by the percentage of drainage area serviced by the devices. For automatic retractable screens (ARS), Permittees may use an 86% removal efficiency.³⁸

(3) Certified Full Capture Systems. Areas serviced by properly sized, operated, and maintained *full capture systems* are considered to have no trash discharge.

(b) Mass Balance Calculation. A mass balance equation shall be used to estimate the amount of trash discharged during a storm event.³⁹

(1) Storm Event Trash Discharge. The *Storm Event Trash Discharge* for a given rain event in the Permittee's drainage area shall be calculated by multiplying the number of days since the last street sweeping⁴⁰ by the DGR and subtracting the amount of any trash recovered in the catch basins. For each day of a storm event that generates greater than 0.25 inch of rain, the Permittee shall calculate a *Storm Event Trash Discharge*. In cases where the calculated *Storm Event Trash Discharge* is negative, the *Storm Event Trash Discharge* will be equivalent to zero gallons or pounds of trash.

Storm Event Trash Discharge

$$\text{Storm Event Trash Discharge} = (t * DGR) - m_{\text{recovered}}$$

where:

t = days since last street sweeping [days]
 DGR = Daily Generation Rate [gal/day or lbs/day]
 $m_{\text{recovered}}$ = trash recovered from catch basins [gal or lbs]

(2) Total Storm Year Trash Discharge. The sum of the *Storm Event Trash Discharges* for the storm year shall be the Permittee's calculated annual trash discharge.

³⁸ City of Los Angeles Technical Report: Assessment of Catch Basin Opening Screen Covers. June 2016.

³⁹ Amount of trash shall refer to the uncompressed volume (in gallons) or drip-dry weight (in pounds) of trash collected.

⁴⁰ If the Permittee's jurisdiction is not swept all in one day but on multiple days of the week, the weighted average of days since the last street sweeping shall be used, using the "Weighted Average of Days Since Last Street Sweeping" spreadsheet in Attachment I of this Order.

Total Storm Year Trash Discharge

$$\text{Total Storm Year Trash Discharge} = \sum_{i=1}^n D_i$$

where:

D_i = the *Storm Event Trash Discharge* for storm event day i

n = the number of storm event days with precipitation greater than 0.25 inch

(c) **Interim Effluent Limitations.** Permittees employing a mass balance compliance approach shall be in compliance with interim effluent limitations if the calculated Total Storm Year Trash Discharge is less than the applicable interim water quality-based effluent limitation. This can also be expressed as an equivalent percent reduction relative to the Permittee's baseline load in the applicable TMDL.

(d) **Final Effluent Limitations.**

(1) Permittees using a *mass balance compliance approach* shall be in compliance with the final effluent limitations when the reduction of trash from the jurisdiction's baseline load is 99% or greater as calculated using the approach, and *partial capture devices* are properly sized, operated, and maintained; or

(2) **Mass Balance Equivalency.** A Permittee may request that the Los Angeles Water Board Executive Officer make a determination that a 97% to 98% reduction of the baseline load, as calculated using a mass balance approach, constitutes full compliance with the final effluent limitation if the Permittee submits a report to the Los Angeles Water Board for Executive Officer approval including:

(i) Two or more consecutive years of data showing that the Permittee's compliance was at or above a 97% reduction in its baseline trash load; and

(ii) An evaluation of *institutional controls* in the jurisdiction demonstrating continued effectiveness and any potential enhancements; and

(iii) Demonstration that opportunities to implement *partial capture devices* have been fully exploited.

iii. **Scientifically Based Alternative Compliance Approach.** A Permittee may comply with their interim and final effluent limitations using a scientifically based alternative compliance approach wherein the Permittee conducts effectiveness studies of *institutional controls* and *partial capture devices* for their particular subwatershed(s) and/or demonstrates that existing studies are representative and transferable to their implementing area. Permittees must request approval from the Los Angeles Water Board Executive Officer prior to conducting any studies and/or reporting compliance using this approach. In any such request to use an scientifically based alternative compliance approach, the Permittee shall provide a schedule for periodic compliance effectiveness demonstration and evaluation.

iv. Minimum Frequency of Assessment and Collection Compliance Approach.

If allowed in a trash TMDL⁴¹ and approved by the Executive Officer, a Permittee may alternatively comply with its final effluent limitations by implementing a program for *minimum frequency of assessment and collection* (MFAC) in conjunction with BMPs. To the satisfaction of the Executive Officer, the MFAC/BMP program must meet the following criteria:

- (a) The MFAC/BMP Program includes an initial minimum frequency of trash assessment and collection and suite of structural and/or nonstructural BMPs. The MFAC/BMP program shall include collection and disposal of all trash found in the receiving water and shoreline. Permittees shall implement an initial suite of BMPs based on current trash management practices in land areas that are found to be sources of trash to the water body.
- (b) The MFAC/BMP Program includes reasonable assurances that it will be implemented by the responsible Permittees.
- (c) MFAC protocols may be based on Surface Water Ambient Monitoring Program (SWAMP) protocols for rapid trash assessment, or alternative protocols proposed by Permittees and approved by the Los Angeles Water Board Executive Officer.
- (d) Implementation of the MFAC/BMP program should include a Health and Safety Program to protect personnel. The MFAC/BMP program shall not require Permittees to access and collect trash from areas where personnel are prohibited.
- (e) The Los Angeles Water Board Executive Officer may approve or require a revised assessment and collection frequency and definition of the critical conditions under the MFAC:
 - (1) To prevent trash from accumulating in deleterious amounts that cause nuisance or adversely affect beneficial uses between collections;
 - (2) To reflect the results of trash assessment and collection;
 - (3) If the amount of trash collected does not show a decreasing trend, where necessary, such that a shorter interval between collections is warranted; or
 - (4) If the amount of trash collected is decreasing such that a longer interval between collections is warranted.
- (f) At the end of the implementation period, a revised MFAC/BMP program may be required if the Los Angeles Water Board Executive Officer determines that the amount of trash accumulating between collections is causing nuisance or otherwise adversely affecting beneficial uses.
- (g) With regard to subparts (iv)(e)(1), (iv)(e)(2), or (iv)(e)(3) above, the Los Angeles Water Board Executive Officer is authorized to allow responsible Permittees to implement additional structural or non-structural BMPs in lieu of modifying the monitoring frequency.

⁴¹ The Lake Elizabeth Trash TMDL (Attachment M), Legg Lake Trash TMDL (Attachment Q), Machado Lake Trash TMDL (Attachment P), Ventura River Estuary Trash TMDL (Attachment K), and Revolon Slough and Beardsley Wash Trash TMDL (Attachment N) allow Permittees to comply with WQBELs by implementing an MFAC program in conjunction with BMPs.

- c. **Los Angeles County Flood Control District and Ventura County Watershed Protection District Compliance for Trash TMDLs.** For all trash TMDLs where the LACFCD and VCWPD are named as a responsible Permittee per Attachment J of this Order, the following shall apply:
- i. The LACFCD and VCWPD are responsible for performing storm drain operation and maintenance, including but not limited to: catch basin labeling, catch basin label inspections, and open channel signage; open channel maintenance that includes removal of trash and debris; and implementation of activity specific BMPs, including those related to litter/debris/graffiti in compliance with this Order.
 - ii. The LACFCD and VCWPD may be held responsible with a Permittee for non-compliance with water quality-based effluent limitations where it has either:
 - (a) Without good cause denied entitlements or other necessary authority to a responsible jurisdiction or agency for the timely installation and/or maintenance of *full and/or partial capture trash control devices* for purposes of TMDL compliance in parts of the MS4 physical infrastructure that are under its authority, or
 - (b) Not fulfilled its obligations regarding proper BMP installation, operation, and maintenance for purposes of TMDL compliance within the MS4 physical infrastructure under its authority, thereby causing or contributing to a responsible jurisdiction and/or agency to be out of compliance with its interim or final water quality-based effluent limitation.
 - iii. Under these circumstances, the LACFCD and VCWPD's responsibility shall be limited to non-compliance related to the drainage area(s) within the jurisdiction where the LACFCD and VCWPD has authority over the relevant portions of the MS4 physical infrastructure.

V. RECEIVING WATER LIMITATIONS

- A.** Discharges from the MS4 that cause or contribute to the violation of receiving water limitations are prohibited.
- B.** Discharges from the MS4 of stormwater, or non-stormwater, for which a Permittee is responsible,⁴² shall not cause or contribute to a condition of nuisance.
- C.** The Permittee shall comply with Parts V.A and V.B through timely implementation of control measures and other actions to reduce pollutants in the discharges in accordance with their stormwater management program and its components and other requirements of this Order including any modifications. The Permittees' stormwater management program and its components shall be designed to achieve compliance with receiving water limitations. If exceedances of receiving water limitations persist, notwithstanding implementation of the Permittees' stormwater management program and its components and other requirements of this Order, the Permittee shall ensure compliance with discharge prohibitions and receiving water limitations by complying with the following procedure:
 - 1.** Upon a determination by either the Permittee or the Los Angeles Water Board that discharges from the MS4 are causing or contributing to an exceedance of an applicable Receiving Water Limitation, the Permittee shall promptly notify the Los Angeles Water Board and thereafter submit a Receiving Water Limitations Compliance Report (as described in the Reporting Requirements, Part XIV.C of the Monitoring and Reporting Program, Attachment E) to the Los Angeles Water Board for approval. The Receiving Water Limitations Compliance Report shall describe the BMPs that are currently being implemented by the Permittee and additional BMPs, including modifications to current BMPs that will be implemented to prevent or reduce any pollutants that are causing or contributing to the exceedances of receiving water limitations. The Receiving Water Limitations Compliance Report shall include an implementation schedule. This Receiving Water Limitations Compliance Report shall be submitted per Attachment E Part XIV.C unless the Los Angeles Water Board directs an earlier submittal. The Los Angeles Water Board may require modifications to the Receiving Water Limitations Compliance Report.
 - 2.** The Permittee shall submit any modifications to the Receiving Water Limitations Compliance Report required by the Los Angeles Water Board within 30 days of notification.
 - 3.** Within 30 days following the Los Angeles Water Board Executive Officer's approval of the Receiving Water Limitations Compliance Report, the Permittee shall revise its stormwater management program and its components and monitoring program to incorporate the approved modified BMPs that have been and will be implemented, an implementation schedule, and any additional monitoring required.
 - 4.** The Permittee shall implement its revised stormwater management program and its components and monitoring program according to the approved implementation schedule in the Receiving Water Limitations Compliance Report.
- D.** So long as the Permittee has complied with the procedures set forth in Part V.C above and is implementing its revised stormwater management program and its components, the Permittee does not have to repeat the same procedure for continuing or recurring exceedances of the same receiving water limitations unless directed by the Los Angeles Water Board to modify current BMPs or develop additional BMPs.

⁴² Pursuant to 40 CFR § 122.26(a)(3)(vi), a Permittee is only responsible for discharges of stormwater and non-stormwater from the MS4 for which it is an owner or operator. MS4 is defined in Attachment A of this Order and 40 CFR § 122.26(b)(8).

VI. STANDARD PROVISIONS

Permittees shall comply with the following provisions. If there is any conflict, duplication, or overlap between provisions specified by this Order, the more stringent provision shall apply:

A. Federal Standard Provisions

Each Permittee shall comply with all Standard Provisions included in Attachment D of this Order, in accordance with 40 CFR sections 122.41 and 122.42.

B. Legal Authority

- 1.** Each Permittee must establish and maintain adequate legal authority, within its respective jurisdiction, to control pollutant discharges into and from its MS4 through ordinance, statute, permit, contract or similar means. This legal authority must, at a minimum, authorize or enable the Permittee to:
 - a.** Control the contribution of pollutants to its MS4 from stormwater discharges associated with industrial and construction activity and control the quality of stormwater discharged from industrial and construction sites. This requirement applies both to industrial and construction sites with coverage under an NPDES permit, as well as to those sites that do not have coverage under an NPDES permit.
 - b.** Prohibit all non-stormwater discharges into the MS4 to receiving waters not otherwise authorized or conditionally exempt pursuant to Part III.A of this Order;
 - c.** Prohibit and eliminate illicit discharges and illicit connections to the MS4;
 - d.** Control the discharge of spills, dumping, or disposal of materials other than stormwater to its MS4;
 - e.** Require compliance with conditions in Permittee ordinances, permits, contracts or orders (i.e., hold dischargers to its MS4 accountable for their contributions of pollutants and flows);
 - f.** Utilize enforcement mechanisms to require compliance with applicable ordinances, permits, contracts, or orders;
 - g.** Control the contribution of pollutants from one portion of the shared MS4 to another portion of the MS4 through interagency agreements among Permittees;
 - h.** Control the contribution of pollutants from one portion of the shared MS4 to another portion of the MS4 through interagency agreements with other owners of the MS4 such as the State of California Department of Transportation;
 - i.** Carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance and noncompliance with applicable municipal ordinances, permits, contracts and orders, and with the provisions of this Order, including the prohibition of non-stormwater discharges into the MS4 and receiving waters. This means the Permittee must have authority to enter, monitor, inspect, take measurements, review and copy records, and require regular reports from entities discharging into its MS4;
 - j.** Require the use of control measures to prevent or reduce the discharge of pollutants to achieve water quality standards/receiving water limitations;
 - k.** Require that structural BMPs are properly operated and maintained; and
 - l.** Require documentation on the operation and maintenance of structural BMPs and their effectiveness in reducing the discharge of pollutants to the MS4.

2. Each Permittee must submit a statement certified by its chief legal counsel that the Permittee has the legal authority within its jurisdiction to implement and enforce each of the requirements contained in 40 CFR § 122.26(d)(2)(i)(A-F) and this Order. Each Permittee shall submit this certification annually as part of its Annual Report beginning with the first Annual Report required under this Order. These statements must include:
 - a. Citation of applicable municipal ordinances or other appropriate legal authorities and their relationship to the requirements of 40 CFR § 122.26(d)(2)(i)(A)-(F) and of this Order; and
 - b. Identification of the local administrative and legal procedures available to mandate compliance with applicable municipal ordinances identified in subpart a above and therefore with the conditions of this Order, and a statement as to whether enforcement actions can be completed administratively or whether they must be commenced and completed in the judicial system.

C. Fiscal Resources

1. Each Permittee shall conduct a fiscal analysis of the annual capital and operation and maintenance expenditures necessary to implement the requirements of this Order. The analysis shall include the following: costs incurred to comply with this Order and an estimate of the costs for the upcoming permit year. See Attachment E for Annual Report requirements.
2. Each Permittee shall also enumerate and describe in its Annual Report the source(s) of funds used in the past year, and proposed for the coming year, to meet necessary expenditures to implement the requirements of this Order.

D. Responsibilities of the Permittees

Each Permittee is required to comply with the requirements of this Order applicable to its discharges. Permittees are not responsible for the implementation of the provisions applicable to other Permittees. Each Permittee shall:

1. Comply with the requirements of this Order including attachments and any modifications thereto.
2. Inform the Los Angeles Water Board of instances of non-compliance pursuant to the MRP (Attachment E).
3. Submit complete and timely reports including but not limited to non-compliance reporting, annual reports, monitoring reports, and the report of waste discharge.
4. Consider facilitating coordination among internal departments and agencies, as necessary, to achieve the implementation of the requirements of this Order applicable to such Permittees in an efficient and cost-effective manner.
5. Consider participating in intra-agency coordination (e.g., Planning Department, Fire Department, Building and Safety, Code Enforcement, Public Health, Parks and Recreation, and others) and inter-agency coordination (e.g., other Permittees under this Order, other NPDES permittees) necessary to successfully implement the provisions of this Order.

E. Public Review

1. All documents submitted by the Permittee to the Los Angeles Water Board in compliance with the terms and conditions of this Order shall be made available to members of the public pursuant to the Freedom of Information Act (5 U.S.C. § 552 (as amended)) and the Public Records Act (Cal. Government Code § 6250 et seq.).

2. All documents submitted by the Permittee to the Los Angeles Water Board Executive Officer for approval shall be made available by the Permittee to the public for a 30-day period to allow for public comment, unless otherwise specified.

F. Los Angeles Water Board Review

1. An approval of a document by the Los Angeles Water Board or the Executive Officer per their delegated authority, may include conditions that must be met by the Permittee. If the conditions are not met, the approval may be revoked.
2. Any formal determination or approval made by the Los Angeles Water Board Executive Officer pursuant to the provisions of this Order may be reviewed by the Los Angeles Water Board. A Permittee(s) or a member of the public may request such review upon petition within 30 days of the effective date of the notification of such decision to the Permittee(s) and interested persons on file at the Los Angeles Water Board.

G. Reopener and Modification

1. This Order may be modified, revoked, reissued, or terminated in accordance with the provisions of 40 CFR sections 122.44, 122.62, 122.63, 122.64, 124.5, 125.62, and 125.64. Causes for taking such actions include, but are not limited to:
 - a. Endangerment to human health or the environment resulting from the permitted activity, including information that the discharge(s) regulated by this Order may have the potential to cause or contribute to adverse impacts on water quality and/or beneficial uses;
 - b. Acquisition of newly obtained information that would have justified the application of different conditions if known at the time of Order adoption;
 - c. To address changed conditions identified in required reports or other sources deemed significant by the Los Angeles Water Board;
 - d. To incorporate provisions as a result of future amendments to the Basin Plan, such as a new or revised water quality objective or the adoption or reconsideration of a TMDL, including the program of implementation and time schedule for implementation. As soon as possible after the effective date of a revised TMDL, where the revisions warrant a change to the provisions of this Order, the Los Angeles Water Board may modify this Order consistent with the assumptions and requirements of the revised WLA(s), including the program of implementation;
 - e. To incorporate provisions as a result of new or amended statewide water quality control plans or policies adopted by the State Water Board;
 - f. To incorporate provisions as a result of the promulgation of new or amended federal or state laws or regulations, U.S. EPA guidance concerning regulated activities, or judicial decisions that becomes effective after adoption of this Order.
 - g. To incorporate effluent limitations for toxic constituents determined to be present in significant amount in the discharge through a more comprehensive monitoring program included as part of this Order;
 - h. To include new Reporting Levels (RLs), in accordance with the provisions set forth in 40 CFR Parts 122 and 124; and/or
 - i. To include provisions or modifications to WQBELs in Part IV and Attachments K through S of this Order prior to the final compliance deadlines, if practicable, that would allow an action-based, BMP compliance demonstration approach with regard to final WQBELs for stormwater discharges. Such modifications shall be based on the

Los Angeles Water Board's evaluation of whether Watershed Management Programs in Part IX of this Order have resulted in attainment of interim WQBELs for stormwater and review of relevant research, including but not limited to data and information provided by Permittees and other stakeholders, on stormwater quality and the efficacy and reliability of stormwater control technologies. Provisions or modifications to WQBELs in Part IV and Attachments K through S of this Order shall only be included in this Order where there is evidence that stormwater control technologies can reliably achieve final WQBELs.

2. After notice and opportunity for a hearing, this Order may be terminated or modified for cause, including, but not limited to:
 - a. Violation of any term or condition contained in this Order;
 - b. Obtaining this Order by misrepresentation, or failure to disclose all relevant facts; or
 - c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
3. The filing of a request by a Permittee for a modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any condition of this Order.
4. Upon the consent of the Permittee(s), this Order may be modified to make corrections or allowances for changes in the permitted activity, following the procedures at 40 CFR section 122.63, if processed as a minor modification.⁴³ Minor modifications may only:
 - a. Correct typographical errors;
 - b. Require more frequent monitoring or reporting by a Permittee; or
 - c. Change an interim compliance date in a schedule of compliance, provided the new date is not more than 120 days after the date specified in the existing permit and does not interfere with attainment of the final compliance date requirement.
- H. Any discharge of waste to any point(s) other than specifically described in this Order is prohibited and constitutes a violation of this Order.
- I. A copy of this Order shall be maintained by each Permittee so as to be available during normal business hours to Permittee employees responsible for implementation of the provisions of this Order and members of the public.
- J. This Order does not exempt any Permittee from compliance with any other laws, regulations, or ordinances that may be applicable.
- K. The provisions of this Order are severable. If any provision of this Order or the application of any provision of this Order to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this Order shall not be affected thereby.

VII. MONITORING AND REPORTING PROGRAM (MRP) REQUIREMENTS

Permittees shall comply with the MRP, and future revisions thereto, in Attachment E of this Order and Standard Provisions relating to monitoring, reporting, and record keeping in Attachment D of this Order.

⁴³ This provision does not apply to Watershed Management Programs, Integrated Monitoring Programs, or Coordinated Integrated Monitoring Programs.

VIII. STORMWATER MANAGEMENT PROGRAM MINIMUM CONTROL MEASURES

A. General

1. Each Permittee shall implement the requirements in Parts VIII.D through VIII.I below or may in lieu of the requirements in Parts VIII.D through VIII.I, implement customized actions within each of these general categories of control measures as set forth in an approved Watershed Management Program per Part IX of this Order. Implementation shall be consistent with the requirements of 40 CFR § 122.26(d)(2)(iv).
2. **Timelines for Implementation.** Unless otherwise noted in this Part VIII, each Permittee that does not elect to develop or continue to implement a Watershed Management Program per Part IX shall implement the requirements contained in this Part VIII as of the effective date of this Order unless it is a new or modified requirement as compared to the Permittee's prior permit. Permittees shall have up to 6 months from the effective date of this Order to incorporate new or modified requirements into their existing stormwater management program unless otherwise specified below.
3. **Municipal Employee and Contractor Training**
 - a. Each Permittee shall ensure all employees in targeted positions (whose interactions, jobs, and activities affect stormwater quality) are trained on an annual basis on the requirements of the overall stormwater management program in this Order, and shall ensure contractors performing privatized/contracted municipal services are appropriately trained to:
 - i. Promote a clear understanding of the potential for activities to pollute stormwater.
 - ii. Identify opportunities to require, implement, and maintain appropriate BMPs in their line of work.
 - b. Each Permittee shall ensure all employees and contractors who use or have the potential to use pesticides and/or fertilizers (whether or not they normally apply these as part of their work) are trained on an annual basis. Training programs shall address:
 - i. The potential for pesticide-related surface water toxicity;
 - ii. Proper use, handling, and disposal of pesticides;
 - iii. The least toxic methods of pest prevention and control, including Integrated Pest Management (IPM); and
 - iv. Reduction of pesticide use.
 - c. Outside contractors can self-certify, providing they certify they have received all applicable training to implement the requirements in this Order and have documentation to that effect.
 - d. New Permittee staff members must be provided with stormwater training applicable to their position within 180 days of starting employment. Each Permittee must create and maintain a list of applicable positions and contractors which require specific MS4 Permit compliance training.
 - e. Each Permittee must continue to annually implement a training program regarding the identification of illicit discharges through an illicit discharges detection and elimination (IDDE) program for all municipal field staff, who, as part of their normal job responsibilities (including but not limited to street sweeping, storm drain maintenance, solid waste management, sanitary sewer collection system maintenance, road maintenance), may come into contact with or otherwise observe an illicit discharge or

illicit connection to the MS4. The IDDE training program should address, at a minimum, the following:

- i. Illicit connection and discharge identification, including definitions and examples,
 - ii. investigation,
 - iii. elimination,
 - iv. cleanup,
 - v. reporting, and
 - vi. documentation.
- f. Each Permittee shall ensure that all staff whose primary job duties are related to implementing the construction stormwater program in Part VIII.G of this Order are adequately trained on an annual basis. Training shall be provided to pertinent staff to ensure appropriate knowledge of:
- i. The General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), including its SWPPP, monitoring and reporting program, and BMP requirements.
 - ii. Local requirements, including any applicable ordinances and BMP standards.
 - iii. Appropriate structural and non-structural BMPs.
 - iv. Post-construction and runoff reduction requirements.
- g. Each Permittee shall ensure that all staff whose primary job duties are related to implementing the industrial and commercial facilities program in Part VIII.E of this Order are adequately trained on an annual basis. Training shall be provided to pertinent staff to ensure appropriate general knowledge of:
- i. The General Permit for Storm Water Discharges Associated with Industrial Activities (Industrial General Permit), including its SWPPP, monitoring and reporting program, and BMP requirements.
 - ii. Local requirements, including any applicable ordinances and BMP standards.
 - iii. Appropriate structural and non-structural BMPs.
- h. Each Permittee shall maintain documentation of municipal employee and contractor training activities.

B. Progressive Enforcement and Interagency Coordination

1. Each Permittee shall develop and implement a Progressive Enforcement Policy to ensure that (1) regulated Industrial/Commercial facilities, (2) construction sites, (3) new development and redevelopment sites with post-construction controls, and (4) illicit discharges are each brought into compliance with all stormwater and non-stormwater requirements within a reasonable time period as specified below.
- a. **Follow-up Inspections.** In the event that a Permittee determines, based on an inspection or illicit discharge investigation, that a facility or site operator has failed to adequately implement all necessary BMPs, that Permittee shall take progressive enforcement actions which, at a minimum, shall include a follow-up inspection within 4 weeks from the date of the initial inspection and/or investigation.
 - b. **Enforcement Action.** In the event that a Permittee determines that a facility or site operator has failed to adequately implement BMPs after a follow-up inspection, that

Permittee shall take enforcement action as established through authority in its municipal code and ordinances, through the judicial system, or refer the case to the Los Angeles Water Board, per the Interagency Coordination provisions below.

- c. **Records Retention.** Each Permittee shall maintain records, per their existing record retention policies, and make them available on request to the Los Angeles Water Board, including inspection reports, warning letters, notices of violations, and other enforcement records, demonstrating a good faith effort to bring facilities into compliance.
- d. **Referral of Violations of Municipal Ordinances and California Water Code § 13260.** A Permittee may refer a violation(s) of its municipal stormwater ordinances and/or California Water Code section 13260 by industrial and commercial facilities and construction site operators not subject to the Industrial and/or Construction General Permits to the Los Angeles Water Board (via telephone or electronically⁴⁴) provided that the Permittee has made a good faith effort of applying its Progressive Enforcement Policy to achieve compliance with its own ordinances. At a minimum, a Permittee's good faith effort must be documented with:
 - i. Two follow-up inspections; and
 - ii. Two warning letters or notices of violation.
- e. **Referral of Violations of the Industrial and Construction General Permits, including Requirements to File a Notice of Intent or No Exposure Certification.** For those facilities or site operators in violation of municipal stormwater ordinances and subject to the Industrial and/or Construction General Permits, Permittees may escalate referral of such violations to the Los Angeles Water Board (promptly via telephone or electronically⁴⁵) after one inspection and one written notice of violation (copied to the Los Angeles Water Board) to the facility or site operator regarding the violation. In making such referrals, Permittees shall include, at a minimum, the following documentation:
 - i. Name of the facility or site,
 - ii. Facility or site physical address (or GPS coordinates if a physical address is not available),
 - iii. Contact information of the Owner and Operator of the facility or site (i.e., name, address, phone number, email),
 - iv. WDID Number (if applicable),
 - v. Records of communication with the facility/site operator regarding the violation, which shall include at least one inspection report,
 - vi. The written notice of violation (copied to the Los Angeles Water Board),
 - vii. For industrial sites, the industrial activity being conducted at the facility that is subject to the Industrial General Permit and the corresponding SIC code (if available), and
 - viii. For construction sites, site acreage and site risk level.

⁴⁴ Email to MS4stormwaterRB4@waterboards.ca.gov.

⁴⁵ Ibid.

- 2. Investigation of Complaints Transmitted by the Los Angeles Water Board Staff.** Each Permittee shall initiate, within one business day,⁴⁶ investigation of complaints from facilities within its jurisdiction. The initial investigation shall include, at a minimum, a limited inspection of the facility to confirm validity of the complaint and to determine if the facility is in compliance with municipal stormwater ordinances and, if necessary, to oversee corrective action. Each Permittee shall report their findings of their investigation to the Los Angeles Water Board within 3 weeks of receiving the complaint.
- 3. Assistance with Los Angeles Water Board Enforcement Actions.** As directed by the Los Angeles Water Board Executive Officer, Permittees shall assist Los Angeles Water Board enforcement actions by:
 - a. Assisting in identification of current owners, operators, and lessees of properties and sites.
 - b. Providing staff, when available, for joint inspections with Los Angeles Water Board inspectors.
 - c. Appearing to testify as witnesses in Los Angeles Water Board enforcement hearings.
 - d. Providing copies of inspection reports and documentation demonstrating application of its Progressive Enforcement Policy.

C. Modifications/Revisions

Each Permittee shall modify its stormwater management programs, protocols, practices, and municipal codes to make them consistent with the requirements in this Order.

D. Public Information and Participation Program

1. General Provisions

- a. Each Permittee shall continue to include public participation in their stormwater management program consistent with the requirements of 40 C.F.R. section 122.26(d)(2)(iv).
- b. Each Permittee shall develop and implement the requirements listed in Part VIII.D.3 and Part VIII.D.4 below using one or more of the following approaches:
 - i. Collaboratively (i.e., multiple Permittees, County-wide or Region-wide, or one or more Watershed Groups)
 - ii. State or national partnerships with stormwater member agencies (e.g., CASQA)
 - iii. Individually within its jurisdiction.
- c. Each Permittee shall adapt its Public Information and Participation Program (PIPP) over time to address new information, water quality priorities, and stormwater management program priorities as they arise.

2. Objectives

- a. Reach the general population and involve the range of socioeconomic groups and ethnic communities that make up the Los Angeles Region in Permittees' stormwater management programs to facilitate:

⁴⁶ Permittees may comply with the Permit by taking initial steps (such as logging, prioritizing, and tasking) to "initiate" the investigation within that one business day. However, the Los Angeles Water Board would expect that the initial investigation, including a site visit, to occur within four business days.

- i. Increased understanding about the importance of stormwater management to public health/community health, environmental quality and local water resiliency; and
 - ii. Increased support for stormwater management programs and stormwater projects among residents in the region.
- b. Facilitate pollution prevention through the proper management and disposal of used oil, toxic materials, and targeted pollutants as potential sources of water quality impacts associated with discharges into the MS4.
- c. Use effective strategies to educate and involve residents and population subgroups through culturally effective methods.⁴⁷

3. Program Requirements

- a. Permittee(s) shall create opportunities for public engagement in stormwater planning and program implementation and shall raise public awareness of stormwater program benefits and needs. The Permittee may build upon programs/activities such as Caltrans' *Protect Every Drop* campaign and the Measure W campaign, which featured many educational events conducted by multiple stakeholders and MS4 Permittees.
- b. Permittee(s) shall conduct educational activities and public information activities to facilitate stormwater and non-stormwater pollution prevention and mitigation. Activities should be focused on priority water quality issues as identified by the Permittee(s).
 - i. The Permittee(s) shall identify and select targeted pollutants for public information/education topics and materials. In selecting targets, the Permittee(s) shall consider the proper management and disposal of:
 - (a) Vehicle wastes (e.g., used oil, used tires);
 - (b) Household waste materials (i.e., trash and household hazardous waste, including personal care products, pharmaceuticals, and household cleaners);
 - (c) Pesticides, herbicides, and fertilizers;
 - (d) Green waste;
 - (e) Animal wastes; and/or
 - (f) Other materials as determined by the Permittee(s).
 - ii. Public informational/educational materials shall be distributed using the method(s) that the Permittee(s) chooses to most effectively reach the public and promote behavioral change and achieve the objectives in Part VIII.D.2 above. Such methods may include, but are not limited to the following:
 - (a) Internet-based platforms (e.g., stormwater websites, social media websites and applications);
 - (b) Commercial points-of-purchase (e.g., automotive parts stores, home improvement centers / hardware stores / paint stores, landscape / gardening centers, pet shops);

⁴⁷ Culturally effective methods require Permittees to identify audiences based on demographics, language and/or cultural attributes and behaviors and then identify and select outreach activities that will best align with the identified audiences.

- (c) Schools;
- (d) Radio/television; and/or
- (e) Community events.

4. Documentation and Tracking

- a. Permittee(s) shall develop metrics for measuring the effectiveness in achieving each objective listed in Part VIII.D.2 above.
- b. Each Permittee shall, at a minimum, document and track the following information on Public Information and Participation activities implemented:
 - i. Activity;
 - ii. Date(s) of activity;
 - iii. Method of Dissemination;
 - iv. Targeted Behavior;
 - v. Targeted Pollutant;
 - vi. Targeted Audience;
 - vii. Culturally Effective Method(s); and
 - viii. Other information necessary for the metrics identified in Part VIII.D.4.a above
 - ix. Metric for measuring effectiveness.

E. Industrial/Commercial Facilities Program

This Part VIII.E is applicable to all Permittees except LACFCD and VCWPD.

- 1. **General.** Each Permittee except LACFCD and VCWPD shall implement an Industrial / Commercial Facilities Program that meets the requirements of this Part VIII.E. Through policies, procedures, and/or ordinances, the Industrial / Commercial Facilities Program shall be designed to prevent illicit discharges to the MS4 and receiving waters, reduce industrial / commercial discharges of stormwater to the maximum extent practicable, and prevent industrial / commercial discharges from the MS4 from causing or contributing to a violation of receiving water limitations. Minimum program components shall include the following:
 - a. Inventory and track Critical Industrial/Commercial Sources;
 - b. Educate, assist, and inspect Critical Industrial/Commercial Sources; and
 - c. Ensure compliance with municipal policies, procedures, and/or ordinances at industrial and commercial facilities that are critical sources of pollutants in stormwater.
- 2. **Industrial/Commercial Sources Inventory / Electronic Tracking System**
 - a. Each Permittee shall maintain an updated watershed-based inventory or database of all industrial and commercial facilities within its jurisdiction that are critical sources of stormwater pollution. The inventory or database shall be maintained in electronic format and incorporation of facility information into a Geographical Information System (GIS) is recommended. Critical Sources to be tracked are summarized below:
 - i. U.S. EPA "Phase I" Facilities [as specified in 40 CFR §122.26(b)(14)(i)-(xi)]
 - ii. Other federally mandated facilities [as specified in 40 CFR §122.26(d)(2)(iv)(C)]:
 - (a) Municipal landfills;

- (b) Hazardous waste treatment, disposal, and recovery facilities; and
 - (c) Industrial facilities subject to section 313 "Toxic Release Inventory" reporting requirements of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) [42 U.S.C. § 11023].
 - iii. Commercial Facilities may include, but are not limited to:
 - (a) Restaurants;
 - (b) Automotive service facilities (including those located at automotive dealerships);
 - (c) Retail Gasoline Outlets; and
 - (d) Nurseries and Nursery Centers (Merchant Wholesalers, Nondurable Goods, and Retail Trade).
 - iv. All other facilities that the Permittee determines may contribute significant amounts of pollutants to the MS4.
 - b. Each Permittee shall include the following minimum fields of information for each critical source industrial and commercial facility identified in its watershed-based inventory or database:
 - i. Name of facility;
 - ii. Name of owner/operator and contact information;
 - iii. Address of facility (physical and mailing);
 - iv. The latitude / longitude coordinates;
 - v. Standard Industrial Classification (SIC) code;
 - vi. North American Industry Classification System (NAICS) code (optional);
 - vii. A narrative description of the activities performed and/or principal products produced;
 - viii. Identification of facilities that have active coverage under the State Water Board's General NPDES Permit for the Discharge of Storm Water Associated with Industrial Activities (Industrial General Permit) or other individual or general NPDES permits. For facilities with active coverage under the Industrial General Permit, the type of coverage (i.e. Notice of Intent or No Exposure Certification) and the Waste Discharge Identification (WDID) number shall be included;
 - ix. Identification of facilities that have filed a Notice of Non-Applicability (NONA) or any applicable waiver issued by the Los Angeles Water Board or State Water Board pertaining to stormwater discharges;
 - x. Date and description of outreach; and
 - xi. Date(s) of inspection(s).
 - c. Each Permittee shall update its inventory of critical sources at least once every two years. The update shall be accomplished through collection of new information obtained through field activities or through other readily available inter- and intra-agency informational databases (e.g., business licenses, pretreatment permits, sanitary sewer connection permits, and similar information).
- 3. **Requirements for Commercial Sources.** The provisions contained in this Part VIII.E.3 apply to all facilities listed in Parts VIII.E.2.a.ii through iv above.

- a. **Outreach.** At least once during the five-year period of this Order, each Permittee shall notify the owner/operator of each of its inventoried sites of the BMP requirements applicable to the site/source.
 - b. **Business Assistance Program.** Each Permittee shall implement a Business Assistance Program to provide technical information to businesses to facilitate their efforts to reduce the discharge of pollutants in stormwater. Assistance shall be targeted to select business sectors or small businesses upon a determination that their activities may be contributing substantial amounts of pollutants to the MS4 or receiving water. Assistance may include technical guidance and provision of educational materials. The Program may include:
 - i. On-site technical assistance, telephone, or e-mail consultation regarding the responsibilities of business to reduce the discharge of pollutants, procedural requirements, and available guidance documents.
 - ii. Distribution of stormwater pollution prevention educational materials to operators of auto repair shops; car wash facilities; restaurants and mobile sources including automobile/equipment repair, washing, or detailing; power washing services; mobile carpet, drape, or upholstery cleaning services; swimming pool, water softener, and spa services; portable sanitary services; and commercial applicators and distributors of pesticides, herbicides and fertilizers, if present.
 - c. **Inspection.** Each Permittee shall inspect all facilities identified in Parts VIII.E.2.a.ii through iv of this Order in accordance with the frequency and scope stated below:
 - i. **Frequency of Inspections.** Each Permittee shall inspect the facilities every two years, ensuring that the first mandatory compliance inspection occurs no later than 2 years after the effective date of this Order. A minimum interval of 6 months between the compliance inspections is required.
 - ii. **Scope of Inspections.** Each Permittee shall inspect these facilities to confirm that stormwater and non-stormwater BMPs are being effectively implemented in compliance with municipal ordinances. At each facility, inspectors shall verify that the operator is implementing effective source control BMPs for the pollutants generated by the commercial activity. Likewise, for those BMPs that are not adequately protective of water quality, a Permittee may require additional site-specific controls. Each inspection shall be documented by an inspection report that includes a summary of the inspection, conclusion, and photos.
4. **Requirements for Industrial Sources.** The provisions contained in this Part VIII.E.4 apply to all facilities listed in Part VIII.E.2.a.i of this Order. The Industrial General Permit is the primary regulating permit for these facilities. Requirements for Permittees are as follows:
- a. **Business Assistance Program.** Each Permittee shall implement a Business Assistance Program to provide technical information to businesses to facilitate their efforts to comply with the requirements of the Industrial General Permit.⁴⁸ Assistance shall be targeted to select business sectors or small businesses upon a determination that their activities may be contributing substantial amounts of pollutants to the MS4 or receiving water. Assistance may include technical guidance and provision of educational materials. The Program may include on-site technical assistance, telephone, or e-mail consultation regarding the responsibilities of business and

⁴⁸ Permittees may use information and tools available at the Los Angeles Water Board and State Water Board websites respectively at www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/sw_index.html and www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.html.

techniques to reduce the discharge of pollutants, procedural requirements, and available guidance documents. Permittees may also refer businesses to the Los Angeles Water Board or State Water Board to provide further technical assistance.

- b. Inspection.** Each Permittee shall inspect all facilities identified in Part VIII.E.2.a.i of this Order in accordance with the frequency and scope stated below:
 - i. Frequency of Inspections.** Each Permittee shall inspect the facilities every two years for facilities that have exposure to stormwater and every five years for facilities that do not have exposure to stormwater. Permittees shall ensure that the first mandatory compliance inspection occurs no later than 2 years after the effective date of this Order. A minimum interval of 6 months between the compliance inspections is required.
 - ii. Scope of Inspections.** Each Permittee shall inspect these facilities to confirm that:
 - (a)** The facility is either enrolled in the Industrial General Permit (i.e. has an active WDID number) or has submitted a NONA application to the Los Angeles Water Board.
 - (b)** A Storm Water Pollution Prevention Plan (SWPPP) is developed and available at the facility.
 - (c)** BMPs are being effectively implemented at the facility for all pollutants of concern.
 - (d)** Each inspection shall be documented by an inspection report that includes a summary of the inspection, conclusion, and if possible, photos.
 - iii. Exclusion of Industrial Facility Inspection.** The Permittee is exempt from performing the inspection requirements listed in Parts VIII.E.4.b.i and ii above if the facility has been inspected by the Los Angeles Water Board within the past 2 years.⁴⁹
- 5. Source Control BMPs for All Facilities Listed Under Part VIII.E.2.a.i – iv.** Effective source control BMPs for the activities listed in Table 6 of this Order shall be implemented at all facilities listed under Part VIII.E.2.a.i – iv of this Order unless the pollutant generating activity does not occur or occurs in areas where there is no exposure to stormwater discharges:

⁴⁹ History of inspections may be verified by contacting the Los Angeles Water Board or through SMARTS at <https://smarts.waterboards.ca.gov>.

Table 6. Source Control BMPs for Industrial and Commercial Facilities

Pollutant-Generating Activity	BMP Narrative Description
Unauthorized Non-Stormwater Discharges	Effective elimination of unauthorized non-stormwater discharges
Accidental Spills/Leaks	Implementation of effective spills/leaks prevention and response procedures
Vehicle/Equipment Fueling	Implementation of effective fueling source control devices and practices
Vehicle/Equipment Cleaning	Implementation of effective equipment/vehicle cleaning practices and appropriate wash water management practices
Vehicle/Equipment Repair	Implementation of effective vehicle/equipment repair practices and source control devices
Outdoor Liquid Storage	Implementation of effective outdoor liquid storage source controls and practices
Outdoor Equipment Operations	Implementation of effective outdoor equipment source control devices and practices
Outdoor Storage of Raw Materials	Implementation of effective source control practices and structural devices
Storage and Handling of Solid Waste	Implementation of effective solid waste storage/handling practices and appropriate control measures
Building and Grounds Maintenance	Implementation of effective facility maintenance practices
Parking/Storage Area Maintenance	Implementation of effective parking/storage area designs and housekeeping/maintenance practices
Stormwater Conveyance System Maintenance Practices	Implementation of proper conveyance system operation and maintenance protocols
Pollutant-Generating Activity	BMP Narrative Description from Los Angeles Water Board Resolution No. 98-08
Sidewalk Washing	1. Remove trash, debris, and free-standing oil/grease spills/leaks (use absorbent material, if necessary) from the area before washing; and 2. Use high pressure, low volume spray washing using only potable water with no cleaning agents at an average usage of 0.006 gallons per square feet of sidewalk area.
Street Washing	Collect and divert wash water to the sanitary sewer. Note: Approval from the applicable sanitary sewer collection agency may be needed.

- 6. Progressive Enforcement.** Each Permittee shall implement its Progressive Enforcement Policy to ensure that Industrial / Commercial facilities are brought into compliance with all stormwater requirements within a reasonable time period. See Part VIII.B for requirements for the development and implementation of a Progressive Enforcement Policy.

F. Planning and Land Development Program

This Part VIII.F is applicable to all Permittees except LACFCD and VCWPD. Each Permittee except LACFCD and VCWPD must use their land use and planning authorities to implement a Planning and Land Development Program.

- 1. Priority Development Projects.** Priority Development Projects are land development projects that fall under the Permittee's planning and building authority for which the Permittee must impose specific requirements, including the implementation of structural BMPs to meet the performance requirements described in Part VIII.F.4 of this Order.
 - a. Definition of Priority Development Projects.** Priority Development Projects include the following:
 - i.** New development projects that are in any of the following categories:
 - (a)** Projects equal to 1 acre or greater of disturbed area and adding more than 10,000 square feet or more of impervious surface area (collectively over the entire project site)
 - (b)** Industrial parks of 10,000 square feet or more of surface area
 - (c)** Commercial malls of 10,000 square feet or more of surface area
 - ii.** Redevelopment projects that create and/or replace 5,000 square feet or more of impervious surface (collectively over the entire project site) on any of the following:
 - (a)** Existing sites of 10,000 square feet or more of impervious surface area
 - (b)** Industrial parks 10,000 square feet or more of surface area
 - (c)** Commercial malls 10,000 square feet or more of surface area
 - iii.** New development and redevelopment projects that create and/or replace 5,000 square feet or more of impervious surface (collectively over the entire project site) and support one or more of the following uses:
 - (a)** Restaurants (SIC 5812)
 - (b)** Parking lots
 - (c)** Automotive service facilities (SIC 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539)
 - (d)** Retail gasoline outlets
 - iv.** New development and redevelopment projects that create and/or replace 2,500 square feet or more of impervious area; discharge stormwater that is likely to impact a sensitive biological species or habitat; and are located in or directly adjacent to or are discharging directly to an ASBS, "Sensitive Ecological Area" in Los Angeles County,⁵⁰ or "Environmentally Sensitive Area" in Ventura County.⁵¹
 - v.** Street and road construction of 10,000 square feet or more of impervious surface area shall follow U.S. EPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA-833-F-08-009) to the maximum extent practicable. Street and road construction applies to standalone streets, roads, highways, and freeway projects. Temporary access roads are not subject to this requirement. Projects under this category are exempt from the

⁵⁰ As identified by the County of Los Angeles' Significant Ecological Areas Program. (<http://planning.lacounty.gov/site/sea/home/>)

⁵¹ As identified by Ventura County Permittees using the definition of an "Environmentally Sensitive Area" in Order No. R4-2010-0108.

Priority Development Structural BMP Performance Requirements in Part VIII.F.4 of this Order.

b. Considerations for Redevelopment Projects

- i. The structural BMP performance requirements of Part VIII.F.4 of this Order are applicable to redevelopment Priority Development Projects, as defined in Part VIII.F.1.a of this Order, as follows:
 - (a) Where redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development the entire project must be mitigated.
 - (b) Where redevelopment results in an alteration of less than fifty percent of impervious surfaces of a previously existing development only the alteration must be mitigated, and not the entire development.
- ii. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.

c. Exemptions. Permittees can exempt themselves from the Priority Development Project Structural BMP Performance Requirements in Part VIII.F.4 of this Order if they implement one of the following:

- i. **Local Ordinance Equivalence.** A Permittee that has adopted a local LID ordinance prior to the adoption of this Order, and which includes a retention requirement numerically equal to the 0.75-inch, 24-hour rain event or the 85th percentile, 24-hour rain event, whichever is greater, may submit documentation to the Los Angeles Water Board that the alternative requirements in the local ordinance will provide equal or greater reduction in stormwater discharge pollutant loading and volume as would have been obtained through strict conformance with Part VIII.F.4 of this Order and, if applicable, Part VIII.F.2 of this Order.
 - (a) The Los Angeles Water Board shall provide public notice of the proposed equivalency determination and a minimum 30-day period for public comment. After review and consideration of public comments, the Los Angeles Water Board Executive Officer will determine whether implementation of the local ordinance provides equivalent pollutant control to the applicable provisions of this Order. Local ordinances that do not strictly conform to the provisions of this Order must be approved by the Los Angeles Water Board Executive Officer as being “equivalent” in effect to the applicable provisions of this Order in order to substitute for the requirements in Part VIII.F.4 of this Order and, where applicable, Part VIII.F.2 of this Order.
 - (b) Where the Los Angeles Water Board Executive Officer determines that a Permittee’s local LID ordinance does not provide equivalent pollutant control, the Permittee shall either:

- (1) Require conformance with Part VIII.F.4 of this Order and, where applicable, Part VIII.F.2 of this Order, or
 - (2) Update its local ordinance to conform to the requirements herein and resubmit to the Los Angeles Water Board Executive Officer for approval.
 - ii. **Regional Stormwater Mitigation Program.** Permittees may apply for approval of a regional or sub-regional stormwater mitigation program to substitute in part or wholly for new development and redevelopment requirements for proposed areas. Upon review and a determination by the Los Angeles Water Board Executive Officer that the proposal is technically valid and appropriate, the Los Angeles Water Board may consider for approval such a program if its implementation meets all of the following requirements:
 - (a) Retains the runoff from the 85th percentile, 24-hour rain event or the 0.75 inch, 24-hour rain event, whichever is greater;
 - (b) Results in improved stormwater quality;
 - (c) Meets the hydromodification management requirements in Part VIII.F.2 of this Order if applicable;
 - (d) Is fiscally sustainable and has secure funding; and
 - (e) Is completed in five years including the construction and start-up of treatment facilities.
 - (f) Nothing in this provision shall be construed as to delay the implementation of requirements for new development and redevelopment, as approved in this Order.
 - iii. **Specific LID Performance Standards attached to Waste Discharge Requirements (Order No. R4-2012-0139) for Newhall Ranch Project Phases I and II.** The Newhall Ranch Project Phases I and II (a.k.a. the Landmark and Mission Village projects) are deemed to be an existing development that will at a minimum be designed to comply with the Specific LID Performance Standards attached to the Waste Discharge Requirements in Order No. R4-2012-0139. All subsequent phases of the Newhall Ranch Project constructed during the term of this Order shall be subject to the requirements of this Order.
 - d. **Priority Development Project Structural BMP Performance Requirements.** Each Permittee shall require all Priority Development Projects identified in Part VIII.F.1.a of this Order to meet the Structural BMP Performance Requirements contained in Part VIII.F.4 of this Order in the following order of preference:
 - i. On-site infiltration, bioretention and/or rainfall harvest and use,
 - ii. If subpart i above is infeasible, on-site biofiltration, off-site groundwater replenishment, and/or off-site retrofit, or
 - iii. If subpart ii above is infeasible, on-site treatment, where all the above options are infeasible.
 2. **Hydromodification Management Requirements.** Permittees must require (i) Priority Development Projects within natural drainage systems in Los Angeles County and (ii) Priority Development Projects disturbing land areas of 50 acres or greater in Ventura County to implement hydrological control measures to prevent accelerated downstream erosion and protect stream habitat.

- a. **Definition of Natural Drainage Systems.** Natural drainage systems that are subject to the hydromodification assessments and control include all drainages that have not been modified using engineering controls or drainages that are tributary to a natural drainage system. Examples of engineering modifications to a drainage include channelization, armoring with concrete, and application of rip-rap. The clearing or dredging of a natural drainage system does not constitute a “modification” for purposes of these provisions.
- b. **Exemptions to Hydromodification Controls.** Permittees may exempt the following New Development and Redevelopment projects from implementation of hydromodification controls where assessments of downstream channel conditions and proposed discharge hydrology indicate that adverse hydromodification effects to beneficial uses of Natural Drainage Systems are unlikely:
 - i. Projects that are replacement, maintenance or repair of a Permittee’s existing flood control facility, storm drain, or transportation network.
 - ii. Redevelopment Projects in the Urban Core that do not increase the effective impervious area or decrease the infiltration capacity of pervious areas compared to the pre-project conditions.
 - iii. Projects that have any increased discharge directly or via a storm drain to a sump, lake, area under tidal influence, into a waterway that has a 100-year peak flow (Q100) of 25,000 cfs or more, or other receiving water that is not susceptible to hydromodification impacts.
 - iv. Projects that discharge directly or via a storm drain into concrete or otherwise engineered (not natural) channels (e.g., channelized or armored with rip rap, shotcrete, etc.), which, in turn, discharge into receiving water that is not susceptible to hydromodification impacts (as in Parts VIII.F.2.b.i-iii above).
 - v. LID BMPs implemented on single family homes are sufficient to comply with Hydromodification criteria.
- c. **Hydromodification Management Control Criteria**
 - i. Projects disturbing an area less than or equal to 1 acre must implement controls meeting applicable performance requirements in Part VIII.F.4 of this Order.
 - ii. Projects disturbing an area greater than 1 acre, but less than 50 acres will be presumed to meet pre-development hydrology if one of the following demonstrations are made:
 - (a) The project is designed to retain onsite the runoff of the 95th percentile, 24-hour storm; or
 - (b) The runoff flow rate, volume, velocity, and duration for the post-development condition do not exceed the pre-development condition for the 2-year, 24-hour storm event. This condition may be substantiated by simple screening models, including those described in Hydromodification Effects on Flow Peaks and Durations in Southern California Urbanizing Watersheds or other models acceptable to the Executive Officer of the Los Angeles Water Board; or
 - (c) The Erosion Potential (Ep) in the receiving water is approximately 1. Ep is determined as follows: The total *effective work* done on the channel boundary is derived and used as a metric to predict the likelihood of channel adjustment given watershed and stream hydrologic and geomorphic

variables. The index under urbanized conditions is compared to the index under pre-urban conditions expressed as a ratio (E_p). The effective work index (W) can be computed in several different ways including simplistic work equations, material specific sediment transport equations, or more complex functions based on site calibrated sediment rating curves. One such work equation, which represents the total work done on the channel boundary, includes the following:

$$\text{Equation 1: } W = \sum_{i=1}^n (\tau_i - \tau_c)^{1.5} \cdot V \cdot \Delta t_i$$

Where: W = effective work, τ_c = critical shear stress that initiates bed mobility or erodes the weakest bank layer, τ_i = applied hydraulic shear stress, Δt = duration of flows (in hours), V = mid-channel flow velocity, and n = length of flow record. The effective work index for presumed stable stream channels under pre-urban conditions (W_{post}) is compared to stable and unstable channels under current urbanized conditions (W_{pre}). The comparison, expressed as a ratio, is defined as the Erosion Potential (E_p)⁵² (McRae (1992, 1996)).

$$\text{Equation 2: } E_p = \frac{W_{\text{post}}}{W_{\text{pre}}}$$

where:

W_{post} = work index estimated for the post-urban condition

W_{pre} = work index estimated for the pre-urban condition

Alternatively, Permittees can demonstrate that an E_p of approximately 1 has been achieved in the receiving water as determined by a Hydromodification Analysis Study or opt to use other work equations to demonstrate that an E_p of approximately 1 has been achieved for Los Angeles Water Board Executive Officer approval. Additionally, Permittees can use a sediment transport function such as the Brownlie equation or the Meyer-Peter and Muller equation (*US Department of Agriculture, Natural Resources Conservation Service, 2007. Part 654 Stream Restoration Design, National Engineering Handbook, August 2007*) to demonstrate appropriate Hydromodification control.

- iii. Projects disturbing 50 acres or more will be presumed to meet pre-development hydrology based on the successful demonstration of one of the following conditions:
 - (a) The site infiltrates onsite the runoff from a 2-year, 24-hour storm event; or
 - (b) The runoff flow rate, volume, velocity, and duration for the post-development condition does not exceed the pre-development condition for the 2-year,

⁵² MacRae, C.R. 1992. The Role of Moderate Flow Events and Bank Structure in the Determination of Channel Response to Urbanization. Resolving conflicts and uncertainty in water management: Proceedings of the 45th Annual Conference of the Canadian Water Resources Association. Shrubsole, D, ed. 1992, pg. 12.1-12.21; MacRae, C.R. 1996. Experience from Morphological Research on Canadian Streams: Is Control of the Two-Year Frequency Runoff Event the Best Basis for Stream Channel Protection. Effects of Watershed Development and Management on Aquatic Ecosystems, ASCE Engineering Foundation Conference, Snowbird, Utah, pg. 144-162.

24-hour storm event. These conditions must be substantiated by hydrologic modeling acceptable to the Los Angeles Water Board Executive Officer; or

(c) The Erosion Potential (Ep) in the receiving water is approximately 1.

d. Alternative Criteria

i. **Low Impact Development Manual.** Permittees may satisfy hydromodification requirements by implementing the hydromodification requirements in the current County of Los Angeles Low Impact Development Manual and/or Ventura County Hydromodification Control Plan for all projects disturbing an area greater than 1 acre within natural drainage systems.

ii. **Hydromodification Control Plans.** Permittees may alternatively develop and implement watershed specific Hydromodification Control Plans (HCPs). Such plans shall be developed no later than one year after the effective date of this Order for Los Angeles Water Board Executive Officer approval. The HCP shall be deemed in effect upon approval.

(a) An HCP shall identify:

- (1) Stream classifications
- (2) Flow rate and duration control methods
- (3) Sub-watershed mitigation strategies
- (4) Stream and/or riparian buffer restoration measures, which will maintain the stream and tributary Erosion Potential at 1 unless an alternative value can be shown to be protective of the natural drainage systems from erosion, incision, and sedimentation that can occur as the result of flow increases from impervious surfaces and prevent damage to stream habitat in natural drainage system tributaries.

(b) An HCP shall contain the following elements:

- (1) Hydromodification Management Standards
- (2) Natural Drainage Areas and Hydromodification Management Controls
- (3) Hydromodification Management Control Design Criteria
- (4) For flow duration control methods, the range of flows to control for, and goodness of fit criteria
- (5) Allowable low critical flow (Q_c) which initiates sediment transport
- (6) Description of the approved Hydromodification Model
- (7) Any alternate Hydromodification Management Model and Design
- (8) Stream Restoration Measures Design Criteria
- (9) Monitoring and Effectiveness Assessment
- (10) Record Keeping

3. Implementation Requirements

a. **Project Coordination.** Each Permittee shall facilitate a process for effective approval of post-construction stormwater control measures. The process shall include:

i. Detailed LID site design and BMP review including BMP sizing calculations, BMP pollutant removal performance, and municipal approval; and

- ii. An established structure for communication and delineated authority between and among municipal departments that have jurisdiction over project review, plan approval, and project construction through memoranda of understanding or an equivalent agreement.
- b. **Maintenance Agreement and Transfer.** Prior to issuing approval for final occupancy, each Permittee shall require that all new development and redevelopment projects subject to post-construction BMP requirements, with the exception of simple LID BMPs implemented on single family residences, provide an operation and maintenance plan, monitoring plan, where required, and verification of ongoing maintenance provisions for LID practices, Treatment Control BMPs, and Hydromodification Control BMPs including but not limited to: final map conditions, legal agreements, covenants, conditions or restrictions, CEQA mitigation requirements, conditional use permits, and/or other legally binding maintenance agreements. Permittees shall require maintenance records be kept on site for treatment BMPs implemented on single family residences.
 - i. Verification at a minimum shall include the developer's signed statement accepting responsibility for maintenance until the responsibility is legally transferred; and either:
 - (a) A signed statement from the public entity assuming responsibility for BMP maintenance; or
 - (b) Written conditions in the sales or lease agreement, which require the property owner or tenant to assume responsibility for BMP maintenance and conduct a maintenance inspection at least once a year; or
 - (c) Written text in project covenants, conditions, and restrictions for residential properties assigning BMP maintenance responsibilities to the Homeowners Association; or
 - (d) Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of BMPs.
 - ii. Each Permittee shall require all development projects subject to post-construction BMP requirements to provide a plan for the operation and maintenance of all structural and treatment controls. The plan shall be submitted for examination of relevance to keeping the BMPs in proper working order. Where BMPs are transferred to Permittee for ownership and maintenance, the plan shall also include all relevant costs for upkeep of BMPs in the transfer. Operation and Maintenance plans for private BMPs shall be kept on-site for periodic review by Permittee inspectors.
- c. **Tracking, Inspection, and Enforcement of Post-Construction BMPs.** Each Permittee shall implement a tracking system and an inspection and enforcement program for new development and redevelopment post-construction stormwater no later than 60 days after Order adoption date.
 - i. Implement a GIS or other electronic system for tracking projects that have been conditioned for post-construction BMPs. The electronic system, at a minimum, should contain the following information:
 - (a) Municipal Project ID
 - (b) Project Acreage
 - (c) BMP Type and Description

- (d) BMP Location (coordinates)
 - (e) Date of Acceptance
 - (f) Date of Maintenance Agreement
 - (g) Maintenance Records
 - (h) Inspection Date and Summary
 - (i) Corrective Action
 - (j) Date Certificate of Occupancy Issued
 - (k) Replacement or Repair Date
- ii. Inspect all development sites upon completion of construction and prior to the issuance of occupancy certificates to ensure proper installation of LID measures, structural BMPs, treatment control BMPs and hydromodification control BMPs. The inspection may be combined with other inspections provided it is conducted by trained personnel.
- iii. Verify proper maintenance and operation of post-construction BMPs previously approved for new development and redevelopment and operated by the Permittee. The post-construction BMP maintenance inspection program shall incorporate the following elements:
 - (a) The development of a Post-construction BMP Maintenance Inspection checklist; and
 - (b) Inspection at least once every 2 years after project completion, of post-construction BMPs to assess operation conditions with particular attention to criteria and procedures for post-construction treatment control and hydromodification control BMP repair, replacement, or re-vegetation.
- iv. For post-construction BMPs operated and maintained by parties other than the Permittee, the Permittee shall require the other parties to document proper maintenance and operations.
- v. Undertake enforcement action per the established Progressive Enforcement Policy as appropriate based on the results of the inspection. See Part VIII.B of this Order for requirements for the development and implementation of a Progressive Enforcement Policy.

4. Priority Development Project Structural BMP Performance Requirements

a. Water Quality / Flow Reduction / Resources Management Criteria

- i. Except as provided in Part VIII.F.1.c, Part VIII.F.2, or Part VIII.F.4.b of this Order, each Permittee shall require Priority Development Projects to retain on-site the Storm Water Quality Design Volume (SWQDV). The SWQDV is defined the greater of the following:
 - (a) The runoff from the 0.75-inch, 24-hour rain event; or
 - (b) The runoff from the 85th percentile, 24-hour rain event.
- ii. When evaluating the potential for on-site retention, each Permittee shall consider the maximum potential for evapotranspiration from green roofs and rainfall harvest and use.

b. Alternative Compliance

- i. In instances of technical infeasibility or where a project has been determined to provide an opportunity to replenish regional ground water supplies at an offsite location within the same sub-watershed (HUC-12) as the new development or redevelopment project, each Permittee may allow projects to comply with this Order through the alternative compliance measures as described in Part VIII.F.4.c of this Order.
- ii. **Technical Infeasibility Demonstration.** Technical infeasibility may be determined by the Permittee or demonstrated to the Permittee by the project applicant. If a project applicant is demonstrating technical infeasibility, the project applicant must demonstrate that the project cannot reliably retain 100 percent of the SWQDV on-site, even with the maximum application of green roofs and/or rainwater harvest and use, and that compliance with the applicable postconstruction requirements would be technically infeasible by submitting a site-specific hydrologic and/or design analysis conducted and endorsed by a registered professional engineer, geologist, architect, and/or landscape architect. Technical infeasibility may result from conditions including the following:
 - (a) The infiltration rate of saturated in-situ soils is less than 0.3 inch per hour and it is not technically feasible to amend the in-situ soils to attain an infiltration rate necessary to achieve reliable performance of infiltration or bioretention BMPs in retaining the SWQDV on-site.
 - (b) Locations where seasonal high ground water is within 5 to 10 feet of the surface.
 - (c) Locations within 100 feet of a ground water well used for drinking water.
 - (d) Brownfield development sites where infiltration poses a risk of causing pollutant mobilization.
 - (e) Other locations where pollutant mobilization is a documented concern.⁵³
 - (f) Locations with potential geotechnical hazards.
 - (g) Smart growth and infill or redevelopment locations where the density and/or nature of the project would create significant difficulty for compliance with the on-site volume retention requirement.
- iii. **Alternative Compliance for Groundwater Replenishment Opportunities.** To utilize alternative compliance measures to replenish groundwater at an offsite location, the project applicant shall demonstrate:
 - (a) Why it is not advantageous to replenish groundwater at the project site,
 - (b) That the offsite location is in the same subwatershed (HUC-12) as the Priority Development Project,
 - (c) That groundwater can be used for beneficial purposes at the offsite location, and

⁵³ Pollutant mobilization is considered a documented concern at or near properties that are contaminated or store hazardous substances underground.

- (d) That the alternative measures shall also provide equal or greater water quality benefits to the receiving surface water than the Water Quality/Flow Reduction/Resource Management Criteria in Part VIII.F.4.a of this Order.

c. Alternative Compliance Measures

- i. **Onsite Biofiltration:** Projects can use biofiltration for 1.5 times the portion of the SWQDV that is not reliably retained onsite where R_v = volume reliably retained onsite and B_v is the biofiltration volume.

$$\text{Equation 3: } B_v = 1.5(SWQDV - R_v)$$

- (a) Biofiltration systems shall, at a minimum, meet design specifications consistent with those provided in the Los Angeles County LID Manual, Ventura County Technical Guidance Manual for Storm Water Quality Control Measures (July 2002 and its revisions), or equivalent LID Manual.
- (b) Biofiltration systems discharging to a receiving water that is included on the Clean Water Act section 303(d) list of water quality-limited (i.e., impaired) water bodies due to nitrogen compounds or related effects shall be designed and maintained to achieve enhanced nitrogen removal capacity.
- ii. **Onsite Flow-based BMPs:** If a Permittee determines that onsite biofiltration and offsite alternative compliance measures are not technically feasible, the Permittee may request the Executive Officer allow the use of onsite flow-based BMPs. In the request, Permittees must outline why none of the other alternative compliance measures are feasible. Approval will only be granted to areas where other alternative compliance measures are not feasible due to significant technical issues.

If approved, the Permittee may allow the Priority Development Project to utilize flow-through treatment control BMPs to treat runoff leaving the site, and mitigate for the design capture volume not reliably retained onsite pursuant to Part VIII.F.4.a of this Order. Flow-through treatment control BMPs must be sized and designed to:

- (a) Filter or treat either:
- (1) The maximum flow rate of runoff produced from a rainfall intensity of 0.2 inch of rainfall per hour, for each hour of a storm event; or
 - (2) The maximum flow rate of runoff produced by the 85th percentile hourly rainfall intensity (for each hour of a storm event), as determined from the local historical rainfall record, multiplied by a factor of two;
- (b) Be certified for “Enhanced Treatment” under the Washington State Department of Ecology’s TAPE Program; or an appropriate future BMP certification developed by the State of California.
- iii. **Off-site Infiltration:** Projects may use infiltration or bioretention BMPs to intercept a volume of stormwater runoff equal to the SWQDV, less the volume of stormwater runoff reliably retained onsite, at an approved offsite project located within the same subwatershed (HUC-12) as the Priority Development Project, and provide pollutant reduction (treatment) of the stormwater runoff discharged from the project site in accordance with the Water Quality Mitigation Criteria provided in Part VIII.F.4.d of this Order. The required offsite mitigation volume (M_v) shall be calculated by the equation below:

Equation 4: $M_v = SWQDV - R_v$

- iv. **Groundwater Replenishment Projects:** Permittees may propose regional projects to replenish regional groundwater supplies at offsite location, provided the groundwater supply has a designated beneficial use in the Basin Plan.
 - (a) Regional groundwater replenishment projects must use infiltration, groundwater replenishment, or bioretention BMPs to intercept a volume of stormwater runoff equal to the SWQDV for Priority Development Projects, within the approved project area, and
 - (b) Provide pollutant reduction (treatment) of the stormwater runoff discharged from Priority Development Projects, within the project area to mitigate stormwater pollution in accordance with the Water Quality Mitigation Criteria provided in Part VIII.F.4.d of this Order.
 - (c) Permittees implementing a regional groundwater replenishment project in lieu of onsite controls shall ensure the volume of runoff captured by the project shall be equal to the mitigation volume calculated using Equation 4 in Part VIII.F.4.c.iii of this Order.
 - (d) Regional groundwater replenishment projects must be located in the same sub-watershed (HUC-12) as the Priority Development Project(s) that did not fully retain the SWQDV. Permittees may consider locations outside of the HUC-12 but within the HUC-10 subwatershed area if there are no opportunities within the HUC-12 subwatershed or if greater pollutant reductions and/or groundwater replenishment can be achieved at a location within the larger HUC-10 subwatershed. The use of a mitigation, groundwater replenishment, or retrofit project outside of the HUC-12 subwatershed is subject to the approval of the Executive Officer of the Los Angeles Water Board.
- v. **Off-site Project – Retrofit Existing Development:** Project proponents may use infiltration, bioretention, rainfall harvest and use and/or biofiltration BMPs to retrofit an existing development, with similar land uses or land uses associated with comparable or higher stormwater runoff event mean concentrations (EMCs) than the as the project which did not fully retain the SWQDV. Comparison of EMCs for different land uses shall be based on published data from studies performed in southern California.
 - (a) The retrofit land shall be designed and constructed to intercept a volume of stormwater runoff equal to the mitigation volume as described above in Equation 4, except biofiltration BMPs shall be designed to meet the biofiltration volume as described in Equation 3 and
 - (b) Provide pollutant reduction (treatment) of the stormwater runoff from the project site as described in the Water Quality Mitigation Criteria provided in Part VIII.F.4.d of this Order.
- d. **Water Quality Mitigation Criteria**
 - i. Each Permittee shall require all Priority Development Projects that have been approved for offsite mitigation or ground water replenishment projects as defined in Part VIII.F.4.b through Part VIII.F.4.c of this Order to also provide treatment of stormwater runoff from the project site. Each Permittee shall require these projects to design and implement post-construction stormwater BMPs and

control measures to reduce pollutant loading as necessary to ensure that the controls implemented on the site are designed so that the discharge does not cause or contribute to an exceedance of receiving water limitations at the Permittee's downstream MS4 outfall.

- ii. Each Permittee may allow the project proponent to install flow-through modular treatment systems including sand filters, or other proprietary BMP treatment systems that are certified for "Basic Treatment" under the Washington State Department of Ecology's TAPE Program; or an appropriate future BMP certification developed by the State of California. The sizing of the flow through treatment device shall be based on a rainfall intensity of:
 - (a) 0.2 inch per hour, or
 - (b) The one year, one-hour rainfall intensity as determined from the most recent Los Angeles County or Ventura County isohyetal map, whichever is greater.
- iii. In addition to the requirements for controlling pollutant discharges as described in Part VIII.F.4.c of this Order and the treatment benchmarks described above, each Permittee shall ensure that the new development or redevelopment will not cause or contribute to an exceedance of applicable limitations at the outfall established in Part IV.B and Attachments K through S of this Order.

G. Construction Program

1. **Construction Program Applicability.** The requirements contained in this part apply to all activities involving land disturbance with the exception of agricultural activities. Activities covered by this permit include construction or demolition activity, including, but not limited to clearing, grading, grubbing, soil compaction, excavation, paving or re-paving, linear underground/overhead projects (LUPs), or any other activity that results in a land disturbance.
2. Each Permittee shall develop, implement, and enforce a construction program that:
 - a. Prevents illicit construction-related discharges of pollutants into the MS4 and receiving waters.
 - b. Implements and maintains structural and non-structural BMPs to reduce pollutants in stormwater runoff from construction sites.
 - c. Reduces construction site discharges of pollutants to the MS4 to the maximum extent possible.
 - d. Prevents construction site discharges to the MS4 from causing or contributing to a violation of receiving water limitations.
 - e. Ensures that the pertinent provisions contained in Part VIII.F (Planning and Land Development Program) of this Order are incorporated in applicable construction projects.
3. Each Permittee shall establish for its jurisdiction an enforceable erosion and sediment control ordinance, or equivalent municipal code language, for all construction sites that disturb land.
4. **Construction Sites Less than One Acre.** The provisions contained in this Part VIII.G.4 apply exclusively to construction sites less than 1 acre that are not part of a common plan of development.
 - a. **BMP Implementation.** Through the use of the Permittee's erosion and sediment control ordinance and/or building permit, the Permittee shall require the

implementation of an effective combination of erosion and sediment control BMPs from Table 7 and/or Table 8 of this Order (where applicable) to prevent erosion and sediment loss, and the discharge of construction wastes.

Table 7. Minimum Set of BMPs for All Construction Sites

Site Management	Housekeeping
	Scheduling
Erosion Controls	Preservation of Existing Vegetation
	Wind erosion controls
Sediment Controls	Perimeter controls (e.g. Silt Fence, Sandbag Barriers, etc.)
	Stabilized Construction Site Entrance/Exit
Non-Stormwater Management	Water Conservation Practices
	Dewatering Operations
Waste Management	Material Delivery and Storage
	Stockpile Management
	Spill Prevention and Control
	Solid Waste Management
	Concrete Waste Management
	Sanitary/Septic Waste Management

Table 8. Minimum Required BMPs for Roadway Paving or Repair Operation (For Private or Public Projects)

1	Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions.
2	Install gravel bags and filter fabric or other equivalent inlet protection at all susceptible storm drain inlets and at manholes to prevent spills of paving products and tack coat.
3	Prevent the discharge of release agents including soybean oil, other oils, or diesel to the stormwater drainage system or receiving waters.
4	Minimize non stormwater runoff from water use for the roller and for evaporative cooling of the asphalt.
5	Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly.
6	Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled or disposed of properly.
7	Collect solid waste by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled or disposed of properly.
8	Cover the "cold-mix" asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm.
9	Cover loads with tarp before haul-off to a storage site, and do not overload trucks.
10	Minimize airborne dust by using water spray or other approved dust suppressant during grinding.
11	Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near stormwater drainage system or receiving waters.
12	Protect stockpiles with a cover or sediment barriers during a rain.

- b. Construction Site Inspection.** Inspect construction sites as needed based on the evaluation of the factors that are a threat to water quality. In evaluating the threat to

water quality, the following factors shall be considered: project start and estimated completion date; soil erosion potential; site slope; project size and type; sensitivity of receiving water bodies; proximity to receiving water bodies; non-stormwater discharges; past record of non-compliance by the operators of the construction site; and any water quality issues relevant to the watershed where the construction site is located.

- 5. Construction Sites One Acre or Greater.** The provisions contained in this Part VIII.G.5 apply exclusively to construction sites 1 acre or greater and construction sites less than 1 acre that are part of a common plan of development totaling 1 acre or greater. The Construction General Permit is the primary regulating permit for these sites. Requirements for Permittees are as follows:

a. Construction Plan Review and Approval

- i. Prior to the Permittee issuing a grading or building permit (or any pertinent permits), each Permittee shall verify that the construction site operators have existing coverage under applicable permits, including, but not limited to the Construction General Permit, and State Water Board 401 Water Quality Certification.
- ii. Prior to the Permittee issuing a grading or building permit (or any pertinent permits), each Permittee shall require each operator of a construction activity within its jurisdiction to prepare and submit a post-construction plan prior to the disturbance of land for the Permittee's review and written approval. Prior to approval, each Permittee shall verify that the post-construction plans comply with the applicable provisions listed in Part VIII.F (Planning and Land Development Program) of this Order.

b. Construction Site Inventory / Electronic Tracking System

- i. Each Permittee shall use an electronic system to inventory grading permits, encroachment permits, demolition permits, building permits, or construction permits (and any other municipal authorization to move soil and/ or conduct construction or destruction that involves land disturbance) issued by the Permittee. To satisfy this requirement, the use of a database or GIS is recommended.
- ii. Each Permittee shall continuously update the inventory as new sites are permitted and sites are completed. The inventory / tracking system shall contain, at a minimum:
 - (a) Relevant contact information for each project (e.g., name, address, phone, email, etc. for the owner and contractor);
 - (b) The latitude / longitude coordinates of the project;
 - (c) The basic site information including status, size of the project and area of disturbance;
 - (d) Site Risk Level (or Type for Linear Underground/Overhead projects);
 - (e) The current construction phase where feasible;
 - (f) Inspection date(s);
 - (g) The project start date and anticipated completion date;

- (h) Whether the project has submitted a Notice of Intent and obtained coverage under the Construction General Permit, and if so, the project's Waste Discharge Identification (WDID) number; and
 - (i) A brief description of the project's post-construction BMPs and a comparison of pre-construction stormwater runoff volume versus post-construction stormwater runoff volume.
 - c. **Construction Site Inspection.** Each Permittee shall inspect all construction sites 1 acre or greater and construction sites less than 1 acre that are part of a common plan of development totaling 1 acre or greater in accordance with the frequency and scope stated below:
 - i. **Frequency of Inspections**
 - (a) For construction sites that are determined to be a significant threat to water quality⁵⁴ and construction sites that discharge to a 303(d)-listed waterbody impaired for sediment or turbidity, the Permittee shall conduct an inspection:
 - (1) At least once every two weeks,
 - (2) When two or more consecutive days with greater than 50% chance of rainfall are predicted by National Oceanic and Atmospheric Administration (NOAA)⁵⁵,
 - (3) And within 48 hours of a 0.5-inch rain event.
 - (b) For all other construction sites, the Permittee shall conduct monthly inspections.
 - (c) If following a site inspection, the Permittee deems the site in compliance with the requirements listed in Part VIII.G.5.c.ii below, the Permittee may reduce the inspection frequency as necessary to a minimum of once during wet weather and once during dry weather.
 - (d) Once the project is completed and prior to issuing a certificate of occupancy, the Permittee shall conduct a post-construction inspection.
 - ii. **Scope of Inspections.** Each Permittee shall inspect these sites to confirm that:
 - (a) The project is enrolled in the Construction General Permit (i.e. has an active WDID number).
 - (b) A SWPPP is developed and available at the site.
 - (c) An effective combination of erosion and sediment control BMPs from Table 7 or Table 8 of this Order (where applicable) are implemented to prevent erosion and sediment loss, and the discharge of construction wastes.
 - (d) During the Certificate of Occupancy inspection, or any type of post-construction inspection, each Permittee shall ensure post-construction BMPs have been implemented in accordance with the project's post-construction plans approved per Part VIII.G.5.a.ii above.

⁵⁴ In evaluating the threat to water quality, the following factors shall be considered: soil erosion potential; site slope; project size and type; sensitivity of receiving water bodies; proximity to receiving water bodies; non-stormwater discharges; past record of non-compliance by the operators of the construction site; and any water quality issues relevant to the particular MS4.

⁵⁵ <https://www.nws.noaa.gov>

- iii. The requirements under Part VIII.G.5.c of this Order can be satisfied by inspections conducted by the project proponent's Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), or other personnel/consultants who are Certified Professionals in Erosion and Sediment Control (CPESC), provided that the Permittee:
 - (a) Ensures all requirements under Part VIII.G.5.c are satisfied by the inspection,
 - (b) Verifies the inspection findings,
 - (c) Takes responsibility for the validity of the inspections, and
 - (d) Takes any follow-up or Progressive Enforcement Actions, if applicable.
- 6. **Progressive Enforcement.** Each Permittee shall implement its Progressive Enforcement Policy to ensure that construction sites are brought into compliance with all stormwater requirements within a reasonable time period. See Part VIII.B of this Order for requirements for the development and implementation of a Progressive Enforcement Policy.

H. Public Agency Activities Program

- 1. **General Provisions.** Each Permittee shall implement a Public Agency Activities Program consistent with the requirements specified in this Part VIII.H. The purpose of the program is to prevent or minimize impacts from MS4 discharges from Permittee-owned or operated facilities and activities. Requirements for Public Agency Facilities and Activities consist of the following components:
 - a. Public Facility and Activity Inventory;
 - b. Public Facility and Activity Management;
 - c. Vehicle and Equipment Wash Areas;
 - d. Landscape, Park, and Recreational Facilities Management;
 - e. Storm Drain Operation and Maintenance;
 - f. Road Reconstruction;
 - g. Streets and Road Pollutant Management;
 - h. Parking Facilities Maintenance; and
 - i. Emergency Procedures.
- 2. **Public Agency Facility and Activity Inventory.**
 - a. Each Permittee shall maintain an updated inventory or database of all Permittee-owned or operated (i.e., public) facilities and activities within its jurisdiction that the Permittee determines are potential sources of pollutants to the MS4. The inventory or database shall be maintained in electronic format and incorporation of facility information into a GIS is recommended. The Permittee shall consider the following facilities when determining sources to be inventoried:
 - i. Animal control facilities
 - ii. Chemical storage facilities
 - iii. Composting facilities

- iv. Equipment storage and maintenance facilities (including landscape maintenance-related operations)
 - v. Fueling or fuel storage facilities (including municipal airports)
 - vi. Hazardous waste disposal facilities
 - vii. Hazardous waste handling and transfer facilities
 - viii. Incinerators
 - ix. Landfills
 - x. Materials storage yards
 - xi. Pesticide storage facilities
 - xii. Fire stations
 - xiii. Public restrooms
 - xiv. Public parking lots
 - xv. Public golf courses
 - xvi. Public swimming pools
 - xvii. Public parks
 - xviii. Public works yards
 - xix. Public marinas
 - xx. Recycling facilities
 - xxi. Solid waste handling and transfer facilities
 - xxii. Vehicle storage and maintenance yards
 - xxiii. Stormwater management facilities (e.g., detention basins)
 - xxiv. Streets and roads
 - xxv. Catch basins
 - xxvi. Stormwater capture, control, and treatment devices
 - xxvii. All other Permittee-owned or operated facilities or activities that each Permittee determines may contribute a substantial amount of pollutants to the MS4.
- b. Each Permittee shall include the following minimum fields of information for each Permittee-owned or operated facility in its inventory.
 - i. Name of facility;
 - ii. Name of facility manager and contact information;
 - iii. Address of facility (physical and mailing, or description if no address available or applicable);
 - iv. A narrative description of activities performed and potential pollution sources;
 - v. If applicable, coverage under the Industrial General Permit or other individual or general NPDES permits or any applicable waiver issued by the Los Angeles or State Water Board pertaining to stormwater discharges;

- vi. Activities listed in Table 9 of this Order that occur at the facility and a description of BMPs implemented for the activity. Treatment control BMPs⁵⁶ (i.e., BMPs that remove pollutants) and/or BMPs that involve stormwater capture (including infiltration or use) must also be noted; and
- vii. For trash treatment control devices, indication of whether it is a *partial capture system* or a certified *full capture system*.
- c. Each Permittee shall verify the accuracy of their inventory once during the permit term. The update shall be accomplished through collection of new information obtained through field activities or through other readily available inter- and intra-agency informational databases (e.g., property management, land-use approvals, accounting and depreciation ledger account, and similar information).

3. Public Agency Facility and Activity Management

- a. Where activities listed in Table 9 of this Order occur at Permittee-owned/leased facilities, including streets and roads, each Permittee must implement BMPs to control the discharge of pollutants to the MS4. The Permittee shall select BMPs that will reduce pollutants in discharges from the MS4 to the MEP and prevent discharges from public agency facilities and activities to the MS4 from causing or contributing to a violation of receiving water limitations.

Table 9. Activities Requiring BMP Implementation

General Category	Specific Activity
Flexible Pavement	Asphalt Cement Crack and Joint Grinding/Sealing
	Asphalt Paving
	Structural Pavement Failure (Digouts) Pavement Grinding and Paving
	Emergency Pothole Repairs
	Sealing Operations
Rigid Pavement	Portland Cement Crack and Joint Sealing
	Mudjacking and Drilling
	Concrete Slab and Spall Repair
Slope/Drains/Vegetation	Shoulder Grading
	Non-landscaped Chemical Vegetation Control
	Non-landscaped Mechanical Vegetation Control/Mowing
	Non-landscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal
	Fence Repair
	Drainage Ditch and Channel Maintenance
	Drain and Culvert Maintenance
	Curb and Sidewalk Repair
Litter/Debris/Graffiti	Sweeping Operations
	Litter and Debris Removal
	Emergency Response and Cleanup Practices
	Graffiti Removal

⁵⁶ Treatment control BMPs are defined as any engineered system designed to remove pollutants by simple gravity settling of particulate pollutants, filtration, biological uptake, media absorption or any other physical, biological, or chemical process.

General Category	Specific Activity
Landscaping	Chemical Vegetation Control
	Manual Vegetation Control
	Landscaped Mechanical Vegetation Control/ Mowing
	Landscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal
	Irrigation Line Repairs
	Irrigation (Watering), Potable and Non-potable
Environmental	Storm Drain Stenciling
	Roadside Slope Inspection
	Roadside Stabilization
	Stormwater Treatment Devices
	Traction Sand Trap Devices
Bridges	Welding and Grinding
	Sandblasting, Wet Blast with Sand Injection and Hydroblasting
	Painting
	Bridge Repairs
Other Structures	Pump Station Cleaning
	Tube and Tunnel Maintenance and Repair
	Tow Truck Operations
	Toll Booth Lane Scrubbing Operations
Electrical	Sawcutting for Loop Installation
Traffic Guidance	Thermoplastic Striping and Marking
	Paint Striping and Marking
	Raised/Recessed Pavement Marker Application and Removal
	Sign Repair and Maintenance
	Median Barrier and Guard Rail Repair
	Emergency Vehicle Energy Attenuation Repair
Storm Maintenance	Minor Slides and Slipouts Cleanup / Repair
Management and Support	Building and Grounds Maintenance
	Storage of Hazardous Materials (Working Stock)
	Material Storage Control (Hazardous Waste)
	Outdoor Storage of Raw Materials
	Vehicle and Equipment Fueling
	Vehicle and Equipment Cleaning
	Vehicle and Equipment Maintenance and Repair
	Aboveground and Underground Tank Leak and Spill Control

- b. Each Permittee shall ensure proper operation of all treatment control BMPs and maintain them as necessary for proper operation, including all post-construction treatment control BMPs.

- c. Any residual water⁵⁷ produced by a treatment control BMP and not being internal to the BMP performance when being maintained shall be:
 - i. Hauled away and legally disposed of,
 - ii. Applied to the land without runoff, or
 - iii. Discharged to the sanitary sewer system (with permits or authorization).
- d. Any contractors hired by the Permittee to conduct Public Agency Activities listed in Table 9 of this Order shall be contractually required to implement and maintain the activity specific BMPs as required by Part VIII.H.3.a and b of this Order. Each Permittee shall conduct oversight of contractor activities to ensure these BMPs are implemented and maintained.
- e. Each Permittee shall implement an inspection and maintenance program for all Permittee-owned treatment control BMPs, including post-construction treatment control BMPs. The inspection shall document whether the BMPs identified in the inventory are implemented in compliance with municipal ordinances. The Permittee shall use inspection results to target future inspection sites.
- f. If there is any storage of hazardous or toxic materials or hydrocarbons at a facility owned and/or operated by a Permittee and if the facility is not manned at all times, a 24-hour emergency response telephone number shall be prominently posted where it can easily be read from the outside.
- g. Permittee-owned or operated facilities that have obtained coverage under the Industrial General Permit shall implement and maintain BMPs consistent with the associated SWPPP in areas of industrial activity at the facility. The activity specific BMPs listed in Table 9 of this Order shall be implemented in the areas of non-industrial activity at the facility.

4. Vehicle and Equipment Washing

- a. Each Permittee shall implement and maintain appropriate activity specific BMPs as required by Part VIII.H.3.a of this Order for all fixed vehicle and equipment washing; including firefighting and emergency response vehicles.
- b. Each Permittee shall prevent discharges of wash waters from vehicle and equipment washing to the MS4 by implementing any of the following measures at existing facilities with vehicle or equipment wash areas:
 - i. Self-contain, and haul off for disposal;
 - ii. Equip with a clarifier or an alternative pre-treatment device and plumb to the sanitary sewer in accordance with applicable wastewater provider regulations; or
 - iii. Infiltrate with no discharge off-site.
- c. Each Permittee shall ensure that any municipal facilities constructed, redeveloped, or replaced shall not discharge wastewater from vehicle and equipment wash areas to the MS4 by plumbing all areas to the sanitary sewer in accordance with applicable wastewater provider regulations, or self-containing all wastewater / wash water and hauling to a point of legal disposal.

⁵⁷ In the context of this Order, residual water is defined as water remaining in a structural BMP subsequent to the drawdown or drainage period. The residual water typically contains high concentration(s) of pollutants.

5. Landscape, Park, and Recreational Facilities Management

- a.** Each Permittee shall implement and maintain appropriate activity specific BMPs as required by Part VIII.H.3.a of this Order for all Landscape, Park, and Recreational Facilities Management facilities.
- b.** Each Permittee shall comply with pesticide regulations pertaining to the use, application, and disposal of Pesticides in California Code of Regulations (CCR), Chapter 4, Subchapters 3, 4, and 5 and shall implement an Integrated Pesticide Management (IPM) program that includes the following:
 - i.** Pesticides are used only if monitoring indicates they are needed, and pesticides are applied according to applicable permits and established guidelines.
 - ii.** Treatments are made with the goal of removing only the target organism.
 - iii.** Pest controls are selected and applied in a manner that minimizes risks to human health, beneficial non-target organisms, and the environment.
 - iv.** The use of pesticides, including organophosphates and pyrethroids, that does not threaten water quality.
 - v.** Partner with other agencies and organizations to encourage the use of IPM.
 - vi.** Adopt and verifiably implement policies, procedures, and/ or ordinances requiring the minimization of pesticide use and encouraging the use of IPM techniques (including beneficial insects) for Public Agency Facilities and Activities.
 - vii.** Policies, procedures, and ordinances shall include commitments and a schedule to reduce the use of pesticides that cause impairment of surface waters by implementing the following procedures:
 - (a)** Prepare and annually update an inventory of pesticides used by all internal departments, divisions, and other operational units.
 - (b)** Quantify pesticide use by staff and hired contractors.
 - (c)** Demonstrate implementation of IPM alternatives where feasible to reduce pesticide use.
- c.** Each Permittee shall implement the following requirements:
 - i.** Use a standardized protocol for the routine and non-routine application of pesticides (including pre-emergent), and fertilizers.
 - ii.** Ensure there is no application of pesticides or fertilizers (1) when two or more consecutive days with greater than 50% chance of rainfall are predicted by NOAA,⁵⁸ (2) within 48 hours of a ½-inch rain event, or (3) when water is flowing off the area where the application is to occur. This requirement does not apply to the application of aquatic pesticides or pesticides which require water for activation.
 - iii.** Ensure that no banned or unregistered pesticides are stored or applied.
 - iv.** Ensure that all staff applying pesticides are certified in the appropriate category by the California Department of Pesticide Regulation or are under the direct supervision of a pesticide applicator certified in the appropriate category.

⁵⁸ <https://www.nws.noaa.gov>

- v. Implement procedures to encourage the retention and planting of native vegetation to reduce water, pesticide and fertilizer needs; and
- vi. Store pesticides and fertilizers indoors or under cover on paved surfaces or use secondary containment.
- vii. Reduce the use, storage, and handling of hazardous materials to reduce the potential for spills.
- viii. Regularly inspect storage areas.

6. Storm Drain Operation and Maintenance

- a. Each Permittee shall implement and maintain activity specific BMPs as required in Part VIII.H.3.a of this Order.
- b. Each Permittee shall ensure that all material removed from the MS4 does not reenter the system. Solid material shall be dewatered in a contained area and liquid material shall be disposed in accordance with any of the following measures:
 - i. Self-contain, and haul off for legal disposal; or
 - ii. Applied to the land without runoff; or
 - iii. Equip with a clarifier or an alternative pre-treatment device; and plumb to the sanitary sewer in accordance with applicable wastewater provider regulations.
- c. **Catch Basin Labels and Open Signage**
 - i. Each Permittee shall label all storm drain inlets that they own with a legible “no dumping” message.
 - ii. Each Permittee shall inspect the legibility of the stencil or label nearest each inlet prior to the wet season every year.
 - iii. Each Permittee shall record all catch basins with illegible stencils and labels and re-stencil or re-label within 180 days of inspection.
 - iv. Each Permittee shall post signs, referencing local code(s) that prohibit littering and illegal dumping, at designated public access points to open channels, creeks, urban lakes, and other relevant water bodies.
- d. **MS4 Maintenance.** Each Permittee shall continue to implement a program for MS4 maintenance that includes the following:
 - i. Visual monitoring of Permittee-owned open channels⁵⁹ and other drainage structures for trash and debris at least annually.
 - ii. Removal of trash and debris from open channels⁶⁰ a minimum of once per year before the wet season.
 - iii. Reduce or eliminate of the discharge of contaminants during MS4 maintenance and clean outs.
 - iv. Proper disposal of debris and trash removed during MS4 maintenance.

⁵⁹ Open channel excludes curbs, trenches in parking lots that lead to catch basins, etc.

⁶⁰ Ibid.

7. Road Reconstruction

- a. Each Permittee shall require that for any project that includes roadbed or street paving, repaving, patching, digouts, or resurfacing roadbed surfaces, that the following BMPs be implemented for each project.
- b. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall⁶¹ unless required by emergency conditions.
- c. Install sandbags or gravel bags and filter fabric at all susceptible storm drain inlets and at manholes to prevent spills of paving products and tack coat.
- d. Prevent the discharge of release agents including soybean oil, other oils, or diesel into the MS4 or receiving waters.
- e. Prevent non-stormwater runoff from water use for the roller and for evaporative cooling of the asphalt.
- f. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly.
- g. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled or disposed of properly.
- h. Collect solid waste by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility, or other appropriate facility, to be reused, recycled or disposed of properly.
- i. Cover the "cold-mix" asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm.
- j. Cover loads with tarp before haul-off to a storage site, and do not overload trucks.
- k. Minimize airborne dust by using water spray during grinding.
- l. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near MS4 or receiving waters.
- m. Protect stockpiles with a cover or sediment barriers during a rain.

8. Streets and Road Pollutant Management

- a. Each Permittee shall designate streets and/or street segments within its jurisdiction as one of the following:
 - i. Priority A: Streets and/or street segments that are designated as consistently generating the highest volumes of trash and/or debris.
 - ii. Priority B: Streets and/or street segments that are designated as consistently generating moderate volumes of trash and/or debris.
 - iii. Priority C: Streets and/or street segments that are designated as generating low volumes of trash and/or debris.
- b. Each Permittee shall perform street sweeping of curbed streets according to the following schedule:
 - i. Priority A: Streets and/or street segments that are designated as Priority A shall be swept at least two times per month.

⁶¹ A probability of precipitation (POP) of 50% or more is required.

- ii. Priority B: Streets and/or street segments that are designated as Priority B shall be swept at least once per month.
 - iii. Priority C: Streets and/or street segments that are designated as Priority C shall be swept as necessary but in no case less than once per year.
- 9. Parking Facilities Maintenance.** Permittee-owned parking lots exposed to stormwater and meeting either criteria listed below, shall be inspected at least twice per month. If debris and/or oil is observed during the inspection, the parking lot shall be cleaned. At a minimum, parking lots must be cleaned once per month. For parking lots with a gravel/sediment base, Permittees shall also implement and maintain BMPs to prevent the discharge of gravel and sediment to the MS4.
- a. Facility parking lots greater than 1 acre; or
 - b. Facility parking lots used for heavy vehicle storage such as, construction vehicles, buses, refuse trucks, etc.
- 10. Emergency Procedures.** Each Permittee may conduct activities to restore essential public service systems and infrastructure in emergency situations with a self-waiver of the provisions of this Order as follows:
- a. The Permittee shall abide by all other regulatory requirements, including notification to other agencies as appropriate.
 - b. Where the self-waiver has been invoked, the Permittee shall submit to the Los Angeles Water Board Executive Officer a statement of the occurrence of the emergency, an explanation of the circumstances, and the measures that were implemented to reduce the threat to water quality, no later than 30 business days after the situation of emergency has passed.
 - c. Minor restorations of essential public service systems and infrastructure in emergency situations (that can be completed in less than 1 week) are not subject to the notification provisions. Appropriate BMPs to reduce the threat to water quality shall be implemented.

I. Illicit Discharge Detection and Elimination Program

1. General

- a. Each Permittee shall continue to implement a program to detect and remove or require the dischargers to the MS4 to obtain a separate NPDES permit for, illicit discharges and improper disposal into the storm sewer as required by 40 C.F.R. section 122.26(d)(2)(iv)(B).
- b. Each Permittee shall maintain a written description, including a schedule and procedures, for its IDDE program⁶² that addresses the required program elements in 40 C.F.R. section 122.26(d)(2)(iv)(B)(1-7).
- c. Once each permit term, each Permittee shall review, and update as necessary, all written program descriptions including procedures, that pertain to its IDDE program.
- d. Oil or oily material, chemicals, refuse, or other pollution causing materials shall not be stored or deposited in areas where they may be picked up by rainfall and carried off of the property and/or discharged to surface waters. Any such spill of such materials shall be contained and removed immediately.

⁶² Referred to as Illicit Connection and Illicit Discharge Elimination Program in previous Orders.

2. Illicit Discharge Source Investigation

- a. Each Permittee shall conduct an investigation to identify the location and source of all reported illicit discharges. For non-stormwater discharges from outfalls, the Permittee shall follow procedures in Part VII of the MRP (Non-Stormwater Outfall-Based Screening and Monitoring Requirements).
- b. At a minimum, each Permittee shall initiate an investigation to identify and locate the source within 72 hours of becoming aware of the illicit discharges.

3. Illicit Discharge Elimination

- a. Once the source of the illicit discharge is identified, the Permittee shall notify the responsible party and require the responsible party to conduct all necessary corrective actions to eliminate the illicit discharge or obtain a separate NPDES permit for the discharge.
- b. The Permittee shall conduct follow-up inspections as necessary until the illicit discharge is eliminated or permitted.
- c. If the Permittee determines that the source of the illicit discharge originates within an upstream jurisdiction, the Permittee shall notify the upstream jurisdiction and the Los Angeles Water Board within 30 days of such determination and provide all information collected regarding efforts to identify its source.
- d. In the event the Permittee is unable to eliminate an ongoing illicit discharge following full execution of its legal authority and in accordance with its Progressive Enforcement Policy, or other circumstances prevent the full elimination of an ongoing illicit discharge, including the inability to find the responsible party(ies), the Permittee shall provide for elimination of the illicit discharge through diversion to the sanitary sewer or, alternatively, provide treatment at the location of the identified discharge. In either instance, the Permittee shall notify the Los Angeles Water Board in writing within 30 days of such determination and shall provide a written description of the efforts that have been undertaken to eliminate the illicit discharge, the proposed action(s) to be undertaken, anticipated costs, and a schedule for completion.

4. Infiltration from Sanitary Sewer to MS4 – Preventive Maintenance

- a. Each Permittee shall implement controls and measures to prevent and eliminate infiltration of seepage from sanitary sewers to MS4s through thorough, routine preventive maintenance of the MS4.
- b. Each Permittee that operates both a municipal sanitary sewer system and an MS4 must implement controls and measures to prevent and eliminate infiltration of seepage from the sanitary sewers to the MS4s that must include overall sanitary sewer and MS4 surveys and thorough, routine preventive maintenance of both. Implementation of a Sewer System Management Plan in accordance with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems may be used to fulfill this requirement.
- c. Each Permittee shall implement controls to prevent infiltration of seepage from sanitary sewers to the MS4 where necessary. Such controls must include:
 - i. Adequate plan checking for construction and new development;
 - ii. Incident response training for its municipal employees that identify sanitary sewer spills;
 - iii. Code enforcement inspections;

- iv. MS4 maintenance and inspections;
- v. Interagency coordination with sewer agencies; and
- vi. Proper education of its municipal staff and contractors conducting field operations on the MS4 or its municipal sanitary sewer (if applicable).

5. Spill Response

- a. Each Permittee shall continue to implement a spill response plan that includes procedures to prevent, contain, and respond to all sewage and other spills that may discharge into the MS4.
- b. Each Permittee shall report spills that may endanger health or the environment in accordance with California Water Code § 13271.

6. Public Reporting

- a. Permittee(s) shall publicize and provide a means for public reporting of illicit discharges and other water quality impacts from stormwater and non-stormwater discharges into or from MS4s.
 - i. Permittee(s) may elect to use either an existing county-wide telephone hotline for Los Angeles County or Ventura County as the public reporting contact, or may establish its own hotline, if preferred.
 - ii. In lieu of a telephone hotline, the Permittee(s) may facilitate public reporting by providing an email address, Web-based form/reporting portal, or other Internet-based application.
- b. Permittee(s) shall maintain current contact information for staff assigned to the IDDE public reporting program.

7. Progressive Enforcement. Each Permittee shall implement its Progressive Enforcement Policy to ensure that illicit discharges are brought into compliance with all stormwater requirements within a reasonable time period. See Part VIII.B of this Order for requirements for the development and implementation of a Progressive Enforcement Policy.

8. Documentation and Tracking

- a. Public reports of illicit discharges shall be documented.
- b. Each Permittee shall track investigations of illicit discharges to document, at a minimum, the date(s) the illicit discharge was observed; the results of the investigation, including the corrective actions taken to eliminate the discharge; any follow-up inspections; and the date the investigation was closed.

IX. WATERSHED MANAGEMENT PROGRAMS

A. General

1. The purpose of this Part IX is to allow Permittees the flexibility to individually or collaboratively develop Watershed Management Programs to implement the requirements of this Order on a watershed scale through customized strategies, control measures, and BMPs.
2. Participation in a Watershed Management Program is voluntary and allows a Permittee to address its highest watershed priorities, including complying with the requirements of Part V (Receiving Water Limitations), Part IV and Attachments K through S (Total Maximum Daily Load Provisions), Part III (Discharge Prohibitions), and Part VIII (Minimum Control Measures) of this Order. This Part IX and other requirements in this Order pertaining to Watershed Management Programs do not apply to Permittees not participating in an approved Watershed Management Program.
3. A Permittee's implementation of an approved Watershed Management Program does not constitute compliance with the non-stormwater discharge prohibition in Part III.A of this Order. However, a Permittee may use an approved Watershed Management Program to implement program elements and control measures to effectively eliminate prohibited non-stormwater discharges consistent with Part III.A and Part VIII.I (Illicit Discharge Detection and Elimination Program) of this Order as appropriate.
4. The Permittee(s) may elect to develop a Watershed Management Program (WMP) using the Los Angeles Water Board's WMAs. Where appropriate, WMAs may be separated into subwatersheds to focus water quality prioritization and implementation efforts by receiving water. Each WMP shall:
 - a. Be consistent with the provisions in Parts IX.B through IX.E of this Order,
 - b. Identify and implement strategies, control measures, and BMPs for Water Body-Pollutant Combinations (WBPCs) addressed in the WMP to ensure that: (i) discharges from the Permittee's MS4 achieve any applicable WQBELs in Part IV and Attachments K through S of this Order pursuant to the corresponding compliance schedules, (ii) discharges from the Permittee's MS4 do not cause or contribute to exceedances of receiving water limitations in Part V, Part IV.B, and Attachments K through S of this Order, and (iii) non-stormwater discharges that are a source of pollutants are prohibited pursuant to Part III.A of this Order. The program shall also ensure that controls are implemented to reduce the discharge of pollutants to the MEP pursuant to Part IV.A.1 of this Order,
 - c. Execute a monitoring and reporting program pursuant to Attachment E (MRP) of this Order to determine progress towards achieving applicable limitations,
 - d. Modify strategies, control measures, and BMPs as necessary based on analysis of monitoring data collected pursuant to the MRP and other applicable information to ensure that applicable WQBELs, receiving water limitations, TMDL compliance schedules, and other milestones set forth in the WMP are achieved in the required timeframes.
 - e. Provide appropriate opportunity for meaningful stakeholder and community input into the development or revision of the WMP.
 - f. Maximize the effectiveness of available funds by leveraging the funds through partnerships and creative funding models that utilize multiple funding sources and through analysis of alternatives and the selection and sequencing of actions needed

to comply with WQBELs and receiving water limitations according to compliance schedules and, thus, to address human health and water quality related challenges;

- g. Incorporate effective innovative technologies, approaches and practices, such as green infrastructure;
- h. Ensure that actions to address existing requirements in this Order to comply with technology-based effluent limitations and core requirements (e.g., including elimination of non-stormwater discharges of pollutants through the MS4, and controls to reduce the discharge of pollutants in stormwater to the maximum extent practicable) are not interrupted or delayed;
- i. Include an estimate of the capital and operation and maintenance costs of implementing the WMP and a financial strategy to fund those costs. Discuss which program costs have secured funding and the corresponding funding sources. If funding is not available for near-term watershed control measures (within 5 years from the effective date of this Order), discuss how Permittee(s) plan to obtain funding and what the anticipated funding sources are.
- j. Implement structural watershed control measures such as multi-benefit regional projects. Permittees and other partners are encouraged to collaborate on multi-benefit regional projects.
- k. Demonstrate that strategies, control measures, and BMPs cumulatively retain the runoff volume of the 85th percentile, 24-hour storm event for the drainage area tributary to the applicable receiving water. For drainage areas not addressed by retaining the runoff volume of the 85th percentile, 24-hour storm event, the WMP shall include a Reasonable Assurance Analysis (RAA) to demonstrate that applicable WQBELs and receiving water limitations shall be achieved through implementation of other watershed control measures.
- l. Identify the group lead, if the WMP includes multiple Permittees, and provide names of all Permittees participating in the WMP. If the group lead or participants change, the group shall promptly notify the Los Angeles Water Board.

B. Program Development

1. **Water Quality Characterization.** The WMP shall include an evaluation of existing water quality conditions, including characterization of stormwater and non-stormwater discharges from the MS4 and receiving water quality, to support development of the source assessment, identification of water quality priorities and sequencing of management actions. The evaluation shall include, at a minimum, the routine water quality data collected over the last five years pursuant to the Permittee(s) monitoring and reporting program(s) and approved TMDL monitoring programs. The WMP should include an explanation of the process used to determine what available data was relevant, how information considered was used, and why any relevant available data was disregarded.
2. **Source Assessment.** In identifying WBPCs in Categories 1 – 3 in subpart 3 below, Permittees shall identify known and suspected stormwater and non-stormwater pollutant sources in discharges to the MS4 and from the MS4 to receiving waters and any other stressors related to MS4 discharges causing or contributing to the water quality priorities.
 - a. The identification of known and suspected pollutant sources shall consider the following information:
 - i. All relevant, available water quality data;

- ii. Special studies conducted pursuant the Permittee(s) monitoring and reporting program or TMDLs; and
 - iii. Locations of the Permittees' MS4s, including, at a minimum, all MS4 major outfalls and major structural controls for stormwater and non-stormwater that discharge to receiving waters.
 - b. The source assessment shall include the following:
 - i. An explanation of how any information considered as part of the Source Assessment was ultimately used to inform development of the WMP (e.g., directly or via citations to the appropriate WMP or RAA section); and
 - ii. An explanation of why any relevant available data was disregarded.
- 3. **Water Body-Pollutant Combinations (WBPCs).** On the basis of the evaluation of existing water quality conditions, WBPCs addressed in the WMP shall be classified into one of the following three categories:
 - a. **Category 1 (Highest Priority):** Pollutants for which WQBELs and receiving water limitations are established in Part IV and Attachments K through S of this Order to implement TMDLs.
 - b. **Category 2 (High Priority):** Pollutants for which data indicate water quality impairment in the receiving water according to the State's Water Quality Control Policy for Developing California's Clean Water Act Section 303(d) List (State Listing Policy) and for which MS4 discharges may be causing or contributing to the impairment.
 - c. **Category 3 (Medium Priority):** Pollutants for which there are insufficient data to indicate water quality impairment in the receiving water according to the State's Listing Policy, but which exceed applicable receiving water limitations contained in this Order and for which MS4 discharges may be causing or contributing to the exceedance within the last five years.
- 4. **Sequencing of Water Quality Priorities.** Permittees shall identify the water quality priorities within each WMA that will be addressed by the WMP. Permittees shall sequence management actions to address water quality priorities based on the water quality characterization, source assessment, WBPC prioritization, and compliance schedules. The following categories of WBPCs should be considered when determining the appropriate sequencing of management actions:
 - a. **TMDLs**
 - i. Controlling pollutants for which there are WQBELs and/or receiving water limitations with final compliance deadlines within the permit term, or TMDL compliance deadlines that have already passed, and limitations have not been achieved.
 - ii. Controlling pollutants for which there are WQBELs and/or receiving water limitations with interim deadlines within the term of this Order.
 - iii. Progress toward controlling pollutants for which there are WQBELs and/or receiving water limitations with interim and/or final compliance deadlines beyond the term of this Order.

b. Other Receiving Water Considerations

- i. Controlling pollutants for which data indicate impairment pursuant to the State's Listing Policy and the findings from the source assessment implicates discharges from the MS4.
- ii. Controlling pollutants for which data indicate exceedances of receiving water limitations in the receiving water within the last five years and the findings from the source assessment implicates discharges from the MS4.

5. Selection of Watershed Control Measures. Permittees shall identify strategies, control measures, and BMPs for WBPCs addressed in the WMP to implement through their jurisdiction-specific stormwater management programs, and collectively on a watershed or subwatershed scale, with the goal of creating a cost-effective program to focus individual and collective resources on water quality priorities.

a. The objectives of the Watershed Control Measures shall include:

- i. Prevent or eliminate non-stormwater discharges through the MS4 that are a source of pollutants to receiving waters.
- ii. Implement pollutant controls necessary to achieve applicable interim and final WQBELs and/or receiving water limitations pursuant to corresponding compliance schedules in Part IV.B and Attachments K through S of this Order.
- iii. Ensure that discharges from the MS4 do not cause or contribute to exceedances of receiving water limitations.

b. Watershed Control Measures may include but are not limited to:

- i. Structural controls such as:
 - (a) Vegetated nature-based solutions (e.g., bioretention, green roofs, constructed storm water wetlands, wet and dry detention basins);
 - (b) Multi-benefit regional projects;
 - (c) Stormwater retention basins/subsurface stormwater infiltration galleries or dry wells;
 - (d) Other green infrastructure;
 - (e) Low Impact Development (LID) design features such as cisterns and rooftop/impervious area disconnection; and
 - (f) Diversions to sanitary sewer collection, treatment, and reclamation systems.
- ii. Non-structural controls such as:
 - (a) Operation and maintenance procedures; and
 - (b) Source control, including but not limited to market-based solutions such as product replacement/substitution initiatives; human source management programs; and local ordinances prohibiting sources of pollutants (e.g., plastic bags, straws, Styrofoam containers)
- c. Each Permittee shall ensure that all employees and contractors whose primary job duties are related to implementation of structural and non-structural BMPs are adequately trained to effectively implement, operate, and maintain such BMPs and are versed in factors affecting BMP effectiveness.

- 6. Watershed Management Program Provisions.** The following provisions of this Order shall be incorporated as part of the WMP:
- a. Stormwater Management Program Minimum Control Measures**
 - i. Permittees shall assess the minimum control measures (MCMs) as defined in Parts VIII.D to VIII.I of this Order to identify opportunities for focusing resources on the water quality priorities in each watershed. For each of the following minimum control measures, Permittees shall propose modifications, if appropriate, that will address water quality priorities:
 - (a)** Public Information and Participation Program (PIPP)
 - (b)** Industrial/Commercial Facilities Program
 - (c)** Planning and Land Development Program
 - (d)** Development Construction Program
 - (e)** Public Agency Activities Program
 - (f)** Illicit Discharge Detection and Elimination Program (IDDE)
 - ii. At a minimum, the WMP shall include management programs consistent with 40 CFR section 122.26(d)(2)(iv)(A)-(D).
 - iii. If the Permittee(s) proposes to eliminate in their WMP a control measure identified in Parts VIII.D through VIII.I of this Order because that specific control measure is not applicable to the Permittee(s), the Permittee(s) shall provide a rationale and appropriate documentation for its elimination.
 - iv. Such modifications, once approved as part of the WMP, shall replace in part or in whole the requirements in Parts VIII.D through VIII.I of this Order for participating Permittees.
 - b. Non-Stormwater Discharge Measures.** Where Permittees identify non-stormwater discharges from the MS4 as a source of pollutants that cause or contribute to exceedance of receiving water limitations and/or WQBELs addressed in the WMP, the Watershed Control Measures shall include strategies, control measures, and/or BMPs to effectively prohibit the source of pollutants consistent with Parts III.A (Prohibitions – Non-Stormwater Discharges) and VIII.I (IDDE) of this Order. Requirements in Part III.A of this Order apply to all Permittees regardless of whether a Permittee is implementing a Watershed Management Program or not.
- 7. Each program shall include the following components:**
- a.** Documentation that Permittees have the necessary legal authority to independently or collaboratively implement the Watershed Control Measures identified in the program, or that other legal authority exists to compel implementation of the Watershed Control Measures.
 - b.** Identification of watershed control measures to achieve WQBELs and receiving water limitations contained in this Part IV, V, and Attachments K through S of this Order to which the Permittee(s) is subject. The WMP shall clearly identify which watershed control measures are addressing which WQBELs and receiving water limitations;
 - c.** For structural controls, the number, type, and locations of projects and/or the volume capture or target load reduction for a drainage area that will be met by structural controls;
 - d.** For each non-structural control, the nature and scope of implementation;

- e. Interim milestones and dates for achievement to ensure that any applicable TMDL compliance deadlines will be met;
 - f. The program shall clearly identify the responsibilities of each participating Permittee for implementation of watershed control measures;
 - g. Identification of any unavailable but necessary information needed to support any analysis in the WMP, including but not limited to the Water Quality Characterization in Part IX.B.1 of this Order, the Source Assessment in Part IX.B.2 of this Order, and the Reasonable Assurance Analysis in Part IX.B.8 of this Order. The discussion of the missing information must include the assumptions made to substitute that information, and milestones for acquiring and incorporating that information into the WMP or RAA as appropriate; and
 - h. Expected volume capture, load reductions, or other compliance metric at regular milestones, and the methods by which these reductions will be measured and demonstrated for each WBPC. Interim milestones shall be no more than 5 years apart.
- 8. Reasonable Assurance Analysis.** Per Part IX.A.4.k of this Order, for drainage areas not addressed by retaining the runoff volume of the 85th percentile, 24-hour storm event, Permittees shall conduct a Reasonable Assurance Analysis (RAA) to demonstrate that implementation of the watershed control measures in the WMP will reasonably ensure that the Permittee's MS4 discharges achieve any applicable WQBELs and do not cause or contribute to exceedances of receiving water limitations. Permittees shall address all WBPCs addressed in the WMP in its RAA, except for those WBPCs in drainage areas addressed by retaining the runoff volume defined above.
- a. The RAA may be based on any available guidance documents to conduct an RAA such as: the Los Angeles Water Board's *Guidelines for Conducting Reasonable Assurance Analysis in a Watershed Management Program, Including an Enhanced Watershed Management Program* dated March 25, 2014 and any updates thereto;⁶³ and *Developing Reasonable Assurance: A Guide to Performing Model-Based Analysis to Support Municipal Stormwater Program Planning* dated February 2017 prepared by Paradigm Environmental for U.S. EPA Region 9.
 - b. The RAA shall be a quantitative analysis that is performed using a peer-reviewed model in the public domain where available. Examples of models that may be considered for use for the RAA include the Watershed Management Modeling System (WMMS) and the Structural BMP Prioritization and Analysis Tool (SBPAT). Where modeling is unavailable or inappropriate, a Permittee may consider alternative numeric analyses or other quantitative methods, including a non-modeling-based analysis (e.g., empirical data analysis) for its RAA. The quantitative reasoning for non-modeling based analysis may use one or more metrics such as magnitude of loading, frequency of exceedance, required percent reduction, or similar metric as compared to the modeled WBPCs and associated watershed control measures.
 - c. Permittees may rely on modeling in TMDL Implementation Plans approved by the Los Angeles Water Board to fulfill the requirements for the RAA for the WBPCs addressed by the TMDL Implementation Plan(s). If the Los Angeles Water Board, in its comments on the TMDL Implementation Plan(s), indicates that more information

⁶³ The Los Angeles Water Board expressly delegates authority to its Executive Officer to revise, as necessary, the 2014 RAA Guidelines after an appropriate public notice and comment period. If any of the proposed revisions to the RAA Guidelines are significant or generate significant public controversy, then a quorum of the Los Angeles Water Board shall consider whether to approve the proposed revisions at publicly noticed meeting.

would be required to use the modeling as a basis for permit compliance, the additional information specified by the Board must be provided when the draft/revised WMP is submitted or in advance of submittal of the draft/revised WMP. If the Permittees identify a pollutant in a TMDL Implementation Plan to use as a limiting pollutant in the RAA, the Permittees must include justification for the limiting pollutant per Part IX.B.8.f of the Order.

- d. Models utilized in the RAA shall be calibrated using available data that are relevant to the WMP's environmental setting and conditions. The WMP shall explain how the models were calibrated or explain why no further calibration was required (e.g., relied on WMMS default hydrology calibration).
- e. Models utilized in the RAA shall be validated with relevant data that are independent of the data used for model calibration.
- f. Where appropriate, Permittees may identify the "limiting" pollutant(s) in the RAA, which if controlled to achieve the applicable WQBEL and/or receiving water limitation will ensure that the applicable limitations for other pollutants are also achieved. If a limiting pollutant(s) is used in the RAA, the WMP must include a justification for the limiting pollutant(s). At a minimum, this justification must include:
 - i. Identification of each limiting pollutant grouping and the waterbodies addressed (e.g., a table);
 - ii. An explanation of why the limiting pollutant groupings can be addressed via similar control measures and schedules. This explanation should discuss (1) the similarities in fate and transport mechanisms or explain why any differences in fate and transport mechanisms are irrelevant, (2) the ability of the proposed control measures to address all pollutants in the limited pollutant grouping, and (3) how addressing the limiting pollutant will result in attainment of WQBELs and receiving water limitations for all WBPCs in the RAA within applicable compliance schedules, considering, where relevant, the sources of the different pollutants to be addressed; and
 - iii. For WBPCs that are addressed by the limiting pollutant approach but not modeled, the RAA shall provide an alternative quantitative analysis for how control of the limiting pollutant(s) will address the identified non-modeled WBPCs and their applicable WQBELs and receiving water limitations consistent with the requirements in Part IX.B.8.a above.
- g. The RAA shall involve the assembly of relevant data, including land use, hydrological, and pollutant loading data. Permittees shall review quality assurance/quality control (QA/QC) criteria for data and identify datasets that meet QA/QC criteria. A Permittee's use of WMMS shall satisfy this requirement.
- h. Parameters or data relating to the performance of watershed control measures represented in a model utilized in the RAA shall be based on impartial, well accepted studies and sources. These data shall have been statistically analyzed to determine appropriate estimates of control measure performance.
- i. Permittees shall demonstrate using the RAA that the activities and watershed control measures identified in the WMP will achieve applicable WQBELs and/or receiving water limitations in Part IV, Part V, and Attachments K through S of this Order for each water body-pollutant combination or limiting pollutant group.
- j. Permittees may include other regulated point and nonpoint sources within the drainage area in the RAA. The RAA shall demonstrate, for the drainage area to the

compliance point, that the activities and watershed control measures identified in the WMP in conjunction with those identified to address other regulated point and nonpoint sources will, in combination, result in a total pollutant load equal to or less than the sum of the individual allowable pollutant loads established in the applicable TMDL and incorporated into the respective permit(s) and Board order(s).

- 9. Compliance Schedules.** Permittees shall incorporate any applicable compliance schedules in Part IV.B and Attachments K through S of this Order, or approved Time Schedule Order (TSO), for WBPCs addressed in the WMP and, where necessary develop interim requirements and dates for their achievement. Compliance schedules and interim requirements and dates for their achievement shall be used to measure progress towards addressing the highest water quality priorities and achieving applicable WQBELs and/or receiving water limitations.
- a.** Schedules must be adequate for measuring progress on a watershed or subwatershed scale throughout the term of this Order.
 - b.** Schedules must be developed for both the strategies, control measures and BMPs implemented by each Permittee within its jurisdiction and for those that will be implemented by multiple Permittees on a watershed scale.
 - c.** Schedules shall incorporate the following:
 - i.** Final compliance deadlines occurring within the permit term for any applicable WQBELs and/or receiving water limitations in Part IV.B and Attachments K through S of this Order, or approved TSO;
 - ii.** Where WQBELs and/or receiving water limitations in Part IV.B and Attachments K through S of this Order have final compliance deadlines or time schedules in an approved TSO beyond the permit term, Permittees shall identify interim requirements and dates for their achievement that are within the permit term to ensure adequate progress toward achieving final compliance deadlines or time schedules in an approved TSO. Interim milestones shall be no more than 5 years apart.
 - iii.** For water quality priorities related to addressing exceedances of receiving water limitations in Part V and not otherwise addressed by TMDLs in Part IV.B and Attachments K through S of this Order:
 - (a)** Requirements based on measurable criteria or indicators, to be achieved in the receiving waters and/or MS4 discharges,
 - (b)** A schedule with dates for achieving the requirements, and
 - (c)** A final date for achieving the receiving water limitations as soon as possible,
 - (d)** If the schedule extends beyond the permit term, interim milestones shall be no more than 5 years apart.
 - iv.** Incorporation of the requirements and implementation schedule in subpart B.9 above into an approved WMP fulfills the requirements in Part V.C.1 of this Order to prepare an Receiving Water Limitations Compliance Report.

C. Watershed Management Program Implementation

- 1.** Each Permittee shall begin implementing the WMP immediately upon approval of the program by the Los Angeles Water Board.
- 2.** Notwithstanding Part IX.E (Adaptive Management) of this Order, Permittees may propose WMP modifications at any time during the term of this Order, as necessary. Permittees

shall provide written requests explaining the nature of the proposed modification and justification for consideration by the Los Angeles Water Board. Such justification may include the need to align the timing of implementation for a specific project with a project partner that is not regulated by the Regional MS4 Permit.

3. Through the process in Part IX.C.2, above, Permittees may request an extension of deadlines for achievement of interim requirements and final compliance deadlines established pursuant to Part IX.B.9 of this Order, with the exception of those final compliance deadlines established in a TMDL. Permittees shall provide requests in writing and shall include in the request the justification for the extension. Extensions are subject to approval by the Los Angeles Water Board.

D. Integrated Watershed Monitoring and Assessment

Permittees shall conduct monitoring as set forth in the MRP (Attachment E). The monitoring program shall assess progress toward achieving the WQBELs and/or receiving water limitations addressed in the WMP. The monitoring program shall assess progress toward addressing water quality priorities, per any applicable compliance schedules and approved TSOs as set forth in Part IX.B.9 of this Order.

E. Adaptive Management Process

1. Permittees shall implement an adaptive management process for each approved WMP. The purpose of the adaptive management process is to adapt the WMP so that the watershed control measures in the WMP become more effective, based on, but not limited to a consideration of the following:
 - a. Progress toward achieving interim and/or final WQBELs and/or receiving water limitations in Part IV and Attachments K through S of this Order, according to established compliance schedules set forth in Part IX.B.9 of this Order;
 - b. Progress toward achieving improved water quality in MS4 discharges and achieving receiving water limitations through implementation of the watershed control measures based on an evaluation of outfall-based monitoring data and receiving water monitoring data;
 - c. Re-evaluation of watershed control measures for the achievement of interim and final milestones for stormwater volume addressed (via capture, infiltration, diversion, etc.), load reduction, or other compliance metric;
 - d. Multi-year efforts that were not completed in the current permit term and will continue over the next 5 year(s);
 - e. Re-evaluation of the water quality priorities identified for the WMA based on more recent water quality data for discharges from the MS4 and the receiving water(s) and a reassessment of sources of pollutants in MS4 discharges;
 - f. Availability of new information and data from sources other than the Permittees' monitoring program(s) within the WMA that informs the effectiveness of the actions implemented by the Permittees;
 - g. Costs and available funding;
 - h. Los Angeles Water Board recommendations; and
 - i. Recommendations for modifications to the WMP solicited through a public participation process.
2. Based on the results of the adaptive management process, the Permittee(s) may propose WMP modifications necessary to improve the effectiveness of the WMP, including but not

limited to new compliance deadlines and interim requirements, with the exception of those final compliance deadlines established in a TMDL, and new or substitute watershed control measures. The Permittee(s) shall clearly identify any WMP modification proposals in their submittal.

3. The adaptive management process fulfills the requirements in Part V.D of this Order to address continuing exceedances of receiving water limitations.
4. **Reporting on the adaptive management process results.** The results of the adaptive management process shall be submitted with the Permittees' ROWD. Permittees shall report the following information to the Los Angeles Water Board concurrently with the submittal of the ROWD (180 days before Order expiration date) required pursuant to Part II.B of Attachment D (Standard Provisions):
 - a. On-the-ground structural control measures completed since approval of the WMP;
 - b. Non-structural control measures completed since approval of the WMP;
 - c. Monitoring data that evaluates the effectiveness of implemented control measures in improving water quality;
 - d. Comparison of the effectiveness of the control measures to the results projected by the RAA;
 - e. Assessment of the appropriateness of the assumptions used in the RAA (e.g. non-structural BMP implementation and corresponding reductions, rates of redevelopment, etc.);
 - f. Comparison of control measures completed to date with control measures projected to be completed to date pursuant to the WMP using equivalent metrics;
 - g. Control measures proposed to be completed in the next five years pursuant to the WMP and the schedule for completion of those control measures using metrics consistent with those in the approved WMP;
 - h. Status of funding and implementation for control measures proposed to be completed in the next five years; and
 - i. Identification of the most effective and least effective control measures and explain why those control measures were effective or least effective and how control measures will be optimized, modified, or terminated accordingly for WMP implementation in the next 5 years.
5. Subsequent to the first adaptive management submittal, the Los Angeles Water Board Executive Officer may require additional implementation of an adaptive management process and submittal of results at any time but no earlier than two years after the submittal of the ROWD.

F. Ventura County Permittees

1. Ventura County Permittees that opt to develop a Watershed Management Program shall implement requirements per the schedule specified in Table 10 below:

Table 10. Ventura County WMP Implementation Schedule

Part	Provision	Due Date
IX.F.2	Submit NOI to the Los Angeles Water Board electing to develop a WMP and/or stating its intent to join an existing WMP	3 months after Order effective date
IX.F.3	For Ventura County Permittees that elect to develop a WMP or join an existing WMP, submit the new or updated WMP to Los Angeles Water Board	24 months after Order effective date
IX.F.3	For Ventura County Permittees that elect to develop a WMP or join an existing WMP, submit the final WMP in response to comments from the Los Angeles Water Board	Within 3 months of receipt of comments from the Los Angeles Water Board or as otherwise directed by the Executive Officer
IX.F.5	Begin implementation of the WMP	Immediately upon Los Angeles Water Board approval of final program
IX.E	Submit results of WMP adaptive management process	With submittal of ROWD

2. Ventura County Permittees that elect to develop a WMP or join an existing WMP shall submit a Notice of Intent (NOI) to the Los Angeles Water Board no later than 3 months after the effective date of this Order. The NOI shall:
 - a. Identify all participating Ventura County Permittees and provide the program concept and geographical scope (county-wide and/or watershed/subwatershed scale).
 - b. Provide a letter of intent from each participating Permittee that is signed per the signatory requirements in Part V.B in Attachment D of this Order.
 - c. Identify which Water-Body Pollutant Combinations as defined in Part IX.B.3 of this Order will be addressed in the WMP.
3. A Ventura County Permittee(s) that elects to develop a WMP or join an existing WMP shall submit the new or updated WMP to the Los Angeles Water Board Executive Officer no later than 24 months after the effective date of this Order. Within 3 months of receipt of comments from the Los Angeles Water Board or as otherwise directed by the Executive Officer, Ventura County Permittee(s) shall submit the final WMP in response to comments.
4. Until the WMP is approved by the Los Angeles Water Board, Ventura County Permittees that elect to develop a WMP shall:
 - a. Continue to implement their existing stormwater management programs, including actions within each of the six categories of minimum control measures consistent with 40 CFR section 122.26(d)(2)(iv) in lieu of Part VIII.D through Part VIII.I in this Order;
 - b. Comply with all other Parts of this Order, including Parts III, IV, VI, VII, VIII.A and B and Attachments K through S; and
 - c. Comply with Part V of this Order for Water-Body Pollutant Combinations not identified in the NOI.
5. The Ventura County Permittee(s) shall implement their WMP immediately upon approval by the Los Angeles Water Board.

6. Ventura County Permittees that do not elect to develop a WMP shall be subject to all requirements in this Order except those requirements pertaining to Watershed Management Programs immediately upon the effective date of this Order.
7. Ventura County Permittees that do not have an approvable WMP shall be subject to all requirements in this Order except those requirements pertaining to Watershed Management Programs upon disapproval by the Los Angeles Water Board.
8. Ventura County Permittees may request an extension of the deadlines to submit an NOI to develop a WMP, submit a draft program, and submit a final program. The extension is subject to approval by the Executive Officer of the Los Angeles Water Board. If the extension is approved, Ventura County Permittees shall comply with Part VIII (Stormwater Management Program Minimum Control Measures) of this Order and shall demonstrate compliance with all receiving water limitations pursuant to Part V of this Order during any extension period.
9. For those Ventura County Permittees opting to discontinue participation in an approved Watershed Management Program, the Ventura County Permittee, immediately upon submittal of their notice shall be subject to all requirements of this Order except those requirements pertaining to Watershed Management Programs.

G. Los Angeles County Permittees

1. Los Angeles County Permittees with an approved Watershed Management Program⁶⁴ shall implement requirements per the schedule specified in Table 11 below:

Table 11. Los Angeles County WMP Implementation Schedule

Part	Provision	Due Date
IX.G.3.a	Submit revised RAA and WMP in response to comments from the Los Angeles Water Board	Within 3 months of receipt of comments from the Los Angeles Water Board or as otherwise directed by the Executive Officer
IX.G.3.c	Implement revised WMP	Upon Los Angeles Water Board approval of revised program
IX.E	Submit results of WMP Adaptive Management process	With submittal of ROWD

2. Notifications Regarding WMP Participation

- a. Within 30 days of withdrawing from participation in a WMP, a Los Angeles County Permittee currently participating in the implementation of an approved Watershed Management Program shall notify the Los Angeles Water Board that it is discontinuing its participation in the implementation of the Watershed Management Program.
- b. Los Angeles County Permittees that currently do not have an approved Watershed Management Program may opt to join an approved Watershed Management Program. In such case, the Los Angeles County Permittee seeking to join an already

⁶⁴ Reference to the term “approved Watershed Management Program or approved WMP” in this section includes Watershed Management Programs (WMPs) and Enhanced Watershed Management Programs (EWMPs) that were developed pursuant to the previous MS4 permits (Order Number R4-2012-0175 and Order Number R4-2014-0024).

approved program shall notify the Los Angeles Water Board as soon as possible. This Permittee remains subject to all requirements of this Order (except those requirements pertaining to Watershed Management Programs) until the Watershed Management Program has been modified and approved by the Los Angeles Water Board to add the Permittee to the Watershed Management Program and to update schedules and milestones accordingly.

- c. For those Los Angeles County Permittees opting to discontinue participation in an approved Watershed Management Program, the Los Angeles County Permittee, immediately upon submittal of their notice shall be subject to all requirements of this Order except those requirements pertaining to Watershed Management Programs.

3. Revised WMP and RAA

- a. Los Angeles County Permittee(s) that opt to continue implementing a Watershed Management Program shall update their Watershed Management Program and RAA to be consistent with the requirements of this Order as directed by the Executive Officer. In response to the Los Angeles Water Board's comments on any WMP and RAA, Los Angeles County Permittee(s) shall submit a revised RAA and WMP within three months of receipt of comments or as otherwise directed by the Executive Officer.
- b. The Los Angeles Water Board, or the Executive Officer pursuant to their delegated authority, will approve or disapprove the updated WMP. The Executive Officer may waive the requirement for approval of the updated WMP, following the 60-day public review and comment period, if the Executive Officer determines that a Los Angeles County Permittee has adequately demonstrated using water quality monitoring data that the WMP as currently approved is meeting appropriate water quality targets in accordance with established deadlines.
- c. The Los Angeles County Permittee(s) shall implement revisions to their WMP immediately upon approval by the Los Angeles Water Board.
- d. Until the updated WMP is approved by the Los Angeles Water Board, the Los Angeles County Permittee(s) shall continue to implement the currently approved version of their Watershed Management Program as identified in Table 12 below:

Table 12. Watershed Management Programs

Los Angeles County Permittee / Group Name	Initial Approval Date
Upper Santa Clara River Watershed Group (Los Angeles County, LACFCD, and city of Santa Clarita)	4/7/2016
Upper Los Angeles River Watershed Group (Los Angeles County, LACFCD, and cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Cañada Flintridge, Los Angeles, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City)	4/20/2016
Los Angeles River Upper Reach 2 Sub Watershed Group (LACFCD and cities of Bell, Bell Gardens, Commerce, Cudahy, Maywood, and Huntington Park, and Vernon)	4/28/2015
Lower Los Angeles River Watershed Group (LACFCD and cities of Downey, Lakewood, Long Beach, Lynwood, Paramount, Pico Rivera, Signal Hill, and South Gate)	4/28/2015

Los Angeles County Permittee / Group Name	Initial Approval Date
Rio Hondo/San Gabriel River Water Quality Group (Los Angeles County, LACFCD, and cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre)	4/21/2016 (Revised WMP approved 4/2/2019)
Upper San Gabriel River Group (Los Angeles County, LACFCD, and cities of Baldwin Park, Covina, Glendora, Industry, and La Puente, West Covina)	4/11/2016
East San Gabriel Valley Watershed Management Area Group (cities of Claremont, La Verne, Pomona, and San Dimas)	4/28/2015
Lower San Gabriel River Group (LACFCD, and cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, and Whittier)	4/28/2015
Los Cerritos Channel Watershed Group (LACFCD, and cities of Bellflower, Cerritos, Downey, Lakewood, Long Beach, Paramount, and Signal Hill)	4/28/2015
Malibu Creek Watershed Group (Los Angeles County, LACFCD, and Agoura Hills, Calabasas, Hidden Hills, and Westlake Village)	4/27/2016
Marina del Rey Group (Los Angeles County, LACFCD, and cities of Culver City and Los Angeles)	4/27/2016
North Santa Monica Bay Coastal Watersheds Group (Los Angeles County, LACFCD, and City of Malibu)	4/19/2016
Santa Monica Bay Watershed Jurisdictions 2 & 3 Group (Los Angeles County, LACFCD, and cities of El Segundo, Los Angeles, and Santa Monica)	4/21/2016
Beach Cities Watershed Management Group (LACFCD and cities of Hermosa Beach, Manhattan Beach, Redondo Beach, and Torrance) / Machado Lake Subwatershed Supplement (City of Torrance)	4/18/2016; 12/9/2016
Palos Verdes Peninsula Watershed Management Group (Los Angeles County, LACFCD, and cities of Palos Verdes Estates, Rancho Palos Verdes, and Rolling Hills Estates)	4/19/2016
Ballona Creek Group (Los Angeles County, LACFCD, Beverly Hills, Culver City, Inglewood, Los Angeles, Santa Monica, and West Hollywood)	4/20/2016
Dominguez Channel Watershed Management Area Group (Los Angeles County, LACFCD, and cities of Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and Los Angeles)	4/21/2016
Alamitos Bay/Los Cerritos Channel Group (Los Angeles County and LACFCD)	4/28/2015
Santa Monica Bay Watershed Jurisdiction 7 Group (LACFCD and City of Los Angeles)	4/28/2015
Nearshore Watersheds (City of Long Beach)	1/28/2016
City of El Monte	4/28/2015
City of La Habra Heights	12/12/2014
City of Walnut	4/28/2015

4. Los Angeles County Permittees that do not have an approvable updated WMP shall be subject to all requirements in this Order except those requirements pertaining to Watershed Management Programs upon disapproval by the Los Angeles Water Board.

5. Los Angeles County Permittees may request an extension of the deadlines in Table 11. The extension is subject to approval by the Executive Officer of the Los Angeles Water Board. Part IX.G.3.d above applies until the Los Angeles County Permittee(s) has an approved revised WMP in place.

X. Compliance Determination for WQBELs and Receiving Water Limitations

A. General

1. Compliance Points

A Permittee shall demonstrate compliance with WQBELs and receiving water limitations in Part IV, Part V, and Attachments K through S of this Order, at the compliance monitoring locations identified in monitoring programs per Attachment E of this Order unless a Permittee is implementing a Watershed Management Program per Part IX of this Order. Compliance points may include outfalls and/or alternative access points, such as manholes or in channels at the Permittee's jurisdictional boundary, or locations in the receiving water.

2. Compliance with Receiving Water Limitations

Compliance with the procedure described in Part V.C of this Order does not constitute compliance with the receiving water limitation provisions of Part V.A and Part V.B of this Order.

3. Compliance with Bacteriological Limitations During High Flow Suspension (HFS) Conditions

WQBELs and receiving water limitations for protection of water contact recreation (REC-1) and non-contact recreation (REC-2) do not apply during a high flow suspension as defined in Attachment A of this Order.

B. WQBELs and Receiving Water Limitations for Pollutants other than Trash

1. Interim WQBELs and Receiving Water Limitations⁶⁵

a. Direct Demonstration of Compliance with TMDL-Specific Requirements

- i. A Permittee is in compliance with interim WQBELs and receiving water limitations associated with a TMDL, if the Permittee is implementing the requirements, including compliance schedules, outlined in Part IV.B and Attachments K through S of this Order applicable to the waterbody-pollutant combination(s) addressed by that TMDL.
- ii. A Permittee demonstrates compliance with interim WQBELs and receiving water limitations associated with a TMDL in the same manner as described in Part X.B.2 of this Order

b. Alternative Demonstration of Compliance

- i. A Permittee shall be deemed in compliance with interim WQBELs and receiving water limitations if it is implementing an approved Watershed Management Program, consistent with the actions and schedules therein, to address the applicable waterbody-pollutant combination pursuant to Part IX of this Order. For milestones proposed to be met entirely by implementation of strategies, control measures, or BMPs for which there is no quantitative analysis that satisfies the requirements in Part IX.B.8.b of this Order, Permittees may only be deemed in compliance with the interim WQBELs and receiving water limitations if the

⁶⁵ In this Order all interim WQBELs are associated with TMDLs. Interim receiving water limitations are generally associated with TMDLs (i.e. an interim WLA expressed as a standard to be met in the receiving water), but may also include interim requirements incorporated into an approved Watershed Management Program to achieve compliance with final receiving water limitations in Part V of this Order for waterbody-pollutant combinations that are not addressed by a TMDL.

Permittee demonstrates actual attainment of the associated water quality milestone.

- ii. Minor deviations from interim actions, requirements, and schedules in an approved Watershed Management Program are permitted under the following circumstances:
 - (a) Notification is provided to the Los Angeles Water Board in the Annual Report, including a clear description of the interim action or requirement in the Watershed Management Program, an explanation for the deviation, and the revised schedule, requirement, and/or action.
 - (b) The final deadline for project completion or program implementation will still be met.
 - (c) Any revised action or substituted action(s) will provide equivalent water quality improvement.
- iii. A Permittee that fails to implement the actions and schedules in an approved Watershed Management Program for any waterbody-pollutant combination must either:
 - (a) Revise its Watershed Management Program per Parts IX.E.2, IX.F.3 or Part IX.G.3.a of this Order to maintain deemed compliance status unless the deviation is minor per Part X.B.1.b.ii of this Order; or
 - (b) Comply directly with the WQBELs and receiving water limitations in Part IV.B and Attachments K through S of this Order, or
 - (c) If there is no applicable TMDL, comply directly with the final receiving water limitations in Part V of this Order.

2. Final WQBELs and Receiving Water Limitations

- a. **Direct Demonstration of Compliance.** A Permittee is in compliance with final WQBELs and receiving water limitations in Part IV.B and Attachments K through S of this Order and/or in Part V of this Order, if the Permittee demonstrates any of the following:
 - i. There are no exceedances of the WQBEL for the specific pollutant in the discharge at the Permittee's compliance point(s), including an outfall to the receiving water that collects discharges from multiple Permittees' jurisdictions;
 - ii. There are no exceedances of the receiving water limitation for the specific pollutant in the receiving water(s) at, or downstream of, the Permittees' compliance point(s);
 - iii. There is no direct or indirect discharge from the Permittee's MS4 to the receiving water during the relevant time period; or
 - iv. The exceedance is the result of an authorized or exempt non-stormwater discharge specified in Part III.A.2 of this Order during a specific sampling event. The water quality characteristics must be based on the source specific water quality monitoring data from the authorized or conditionally exempt essential non-stormwater discharge or other relevant information documenting the characteristics of the specific non-stormwater discharge.

b. Alternative Demonstration of Compliance

- i. A Permittee shall be deemed in compliance with the receiving water limitations in Part V of the Order if it is implementing the applicable TMDL requirement(s) in Part IV.B and Attachments K through S of this Order; or
- ii. A Permittee shall be deemed in compliance with the WQBELs and receiving water limitations for the U.S. EPA TMDLs identified in Part IV.B.2.c of this Order and/or the receiving water limitations in Part V of the Order if it is implementing an approved Watershed Management Program, consistent with the actions and schedules therein, to address the applicable waterbody-pollutant combination pursuant to Part IX of this Order. A Permittee may only rely on this compliance path up until the final deadline for achievement of the relevant WQBEL and/or receiving water limitation; or
- iii. A Permittee shall be deemed in compliance with final WQBELs and receiving water limitations in Part IV.B and Attachments K through S of this Order if it has retained all conditionally exempt, non-essential non-stormwater as defined in Part III.A (Prohibitions – Non-Stormwater Discharges) of this Order and all stormwater runoff up to and including the volume equivalent to the 85th percentile, 24-hour event for the drainage area tributary to the applicable receiving water for that waterbody provided the Permittee is implementing all actions and schedules in an approved Watershed Management Program including, but not limited to the ongoing monitoring and adaptive management requirements in Parts IX.D and IX.E of this Order; or
- iv. Upon notification of a Ventura County Permittee's intent to develop a WMP or join an existing WMP and prior to approval of the new or updated WMP, a Permittee's full compliance with all requirements in Part IX.F of this Order shall constitute a Permittee's compliance with the receiving water limitations provisions in Part V.A of this Order. A Permittee will only be deemed in compliance for receiving water limitations for those pollutants that are listed in the NOI.

C. WQBELs and Receiving Water Limitations for Trash

1. General

- a. A Permittee may rely on another permittee or entity to implement trash controls or systems to achieve compliance with WQBELs or receiving water limitations for trash; however, a Permittee remains ultimately responsible for compliance with any WQBEL or receiving water limitation for trash applicable to its jurisdictional area.
- b. If a Permittee's compliance strategy includes the installation of full capture systems and/or partial capture devices and institutional controls in the area serviced by another public entity, then the Permittee is responsible for obtaining all necessary authorizations, including any permits, to do so.
- c. If a Permittee is unable to obtain the necessary authorizations to install a full capture system or partial capture device within another Permittee's MS4 infrastructure, either Permittee may request a dispute resolution conference with the Los Angeles Water Board. Nothing in this subsection shall be construed as relieving a Permittee of any liability that the Permittee would otherwise have under this Order.

2. Areas not addressed by a Trash TMDL

- a.** A Permittee is in compliance with the receiving water limitation for trash in Part V of this Order if the Permittee demonstrates any one of the following:
 - i.** There are no exceedances of the trash receiving water limitation in the receiving water(s) at, or downstream of, the Permittees' outfall(s); or
 - ii.** There is no direct or indirect discharge from the Permittee's MS4 to the receiving water during the relevant time period.
- b.** Compliance with the Discharge Prohibition in Part III.B of this Order will be considered as evidence of whether a Permittee is causing or contributing to a violation of the receiving water limitation for trash in Part V of this Order in drainage areas within PLUs, equivalent alternative land uses, or designated land uses.

3. Areas Addressed by a Trash TMDL

a. Full Capture System Compliance Option

- i.** A Permittee is in compliance with the interim and final WQBELs for trash outlined in Part IV.B and Attachments K through S of this Order, as specified in Part IV.B.3.b.i of this Order.
- ii.** A Permittee violates its interim or final WQBELs for trash, if any of the following are true:
 - (a)** The Permittee fails to demonstrate that it has addressed all drainage areas within its jurisdiction with full capture systems,
 - (b)** The full capture systems for any drainage area(s) are not adequately sized and maintained,
 - (c)** Maintenance records are not up-to-date and available for inspection by the Los Angeles Water Board, or
 - (d)** It is not in compliance with any of the conditions of the certification of the specific full capture device.
- iii.** A Permittee that violates its interim or final WQBELs for trash is presumed to have discharged trash in an amount equal to the percentage of the baseline waste load allocation⁶⁶ represented by the drainage area within its jurisdiction not addressed with full capture systems. A Permittee may overcome this presumption by demonstrating that the actual or calculated discharge for that drainage area is fully or partially in compliance with the applicable interim or final effluent limitation.

b. Other Compliance Options

- i.** A Permittee is in compliance with the interim or final WQBELs for trash outlined in Part IV.B and Attachments K through S of this Order, as specified in Part IV.B.3.b.ii-iv of this Order (Mass Balance, Scientifically Based Alternative, and Minimum Frequency of Assessment and Collection).
- ii.** A Permittee that violates its interim and/or final WQBEL is presumed to have violated the applicable limitation for each day of each storm event that generated precipitation greater than 0.25 inch during the applicable water year, except

⁶⁶ Baseline Waste Load Allocation as defined in Attachment A of this Order.

those storm days on which it establishes that its trash discharges have not exceeded the applicable effluent limitation.

D. Commingled Discharges

1. Permittees that have commingled MS4 discharges are jointly responsible for meeting the requirements of this Order. However, Permittees are only responsible for discharges from the MS4 for which they are owners and/or operators.
2. Where Permittees have commingled MS4 discharges to the receiving water, compliance at the outfall discharging to the receiving water or compliance in the receiving water shall be determined for the group of Permittees as a whole unless an individual Permittee demonstrates that its discharge did not cause or contribute to the exceedance.
3. Permittees are responsible for demonstrating that their discharge did not cause or contribute to an exceedance of an applicable WQBEL or receiving water limitation.
4. A Permittee may demonstrate that its discharge did not cause or contribute to an exceedance of an applicable WQBEL or receiving water limitation in the manner described in Part X.B.2 of this Order.
5. A Permittee may also demonstrate that its discharge did not cause or contribute to an exceedance of an applicable receiving water limitation by demonstrating that there was an alternative source of a pollutant that is not typically associated with MS4 discharges that caused the exceedance, and that pollutant was not discharged from the Permittee's MS4. For any such demonstration, the Permittee shall use the most current source identification methodology(ies) for the applicable pollutant.

E. Time Schedule Orders

1. Unless a Permittee has selected, and is in compliance, with one of the alternative compliance options set forth in Part X.B of this Order, the Permittee must comply with any applicable interim and final WQBELs and receiving water limitations in accordance with the corresponding compliance schedule deadlines.
2. Where a Permittee believes that it needs additional time to comply with these WQBELs and/or receiving water limitations, a Permittee may request a TSO pursuant to California Water Code sections 13300 and/or 13385(j)(3) for the Los Angeles Water Board's consideration. A Permittee seeking an extension of a compliance deadline, other than a final TMDL deadline, in an approved Watershed Management Program does not need a TSO and may request the extension in accordance with the modification provisions in Part IX.C of this Order.
3. If a TSO is issued and the Permittee is in compliance with that TSO, the Los Angeles Water Board will not pursue further enforcement of violations involving the specific waterbody-pollutant combination(s) addressed in the TSO, including the mandatory minimum penalty provisions of section 13385(h) and (i) for violations of WQBELs in Part IV.B and Attachments K through S of this Order.
4. Permittees may either individually request a TSO or may jointly request a TSO with Permittees subject to the WQBELs and/or receiving water limitations.
5. At a minimum, a written request for a time schedule order must include the following:
 - a. Data demonstrating the current quality of the MS4 discharge(s) in terms of concentration and/or load of the target pollutant(s) to the receiving waters subject to the TMDL;

- b. A detailed description and chronology of structural controls and source control efforts, since the effective date of the TMDL, to reduce the discharge of the pollutant(s) from the MS4 to the receiving waters subject to the TMDL;
- c. Justification of the need for additional time to achieve the WQBELs and/or receiving water limitations which may include time to collaborate with other entities not regulated by the Regional MS4 Permit on a specific project(s) that will reduce discharges of the pollutant(s) from multiple sources;
- d. A detailed time schedule of specific actions the Permittee will take in order to achieve the water WQBELs and/or receiving water limitations;
- e. A demonstration that the time schedule requested is as short as possible, considering the technological, operation, and economic factors that affect the design, development, and implementation of the control measures that are necessary to comply with the WQBELs and/or receiving water limitation(s); and
- f. If the requested time schedule exceeds one year, the proposed schedule must include interim requirements and the date(s) for their achievement.

XI. ENFORCEMENT

A. General

- 1. With the caveat that only one kind of penalty may be applied for each kind of violation, violation of any of the provisions of this Order may subject the violator to any of the penalties described herein or in Attachment D of this Order, or any combination thereof, at the discretion of the prosecuting authority.
- 2. Failure to comply with provisions or requirements of this Order, or violation of other applicable laws or regulations governing discharges through the MS4 to receiving waters, may subject a Permittee to administrative or civil liabilities, criminal penalties, and/or other enforcement remedies to ensure compliance. Additionally, certain violations may subject a Permittee to civil or criminal enforcement from appropriate local, state, or federal law enforcement entities.
- 3. Section 13385 of the California Water Code provides that any person who violates a waste discharge requirement or a provision of the California Water Code is subject to civil penalties of up to \$5,000 per day, \$10,000 per day, or \$25,000 per day of violation, or when the violation involves the discharge of pollutants, is subject to civil penalties of up to \$10 per gallon per day or \$25 per gallon per day of violation; or some combination thereof, depending on the violation, or upon the combination of violations.
- 4. California Water Code section 13385(h)(1) requires the Los Angeles Water Board to assess a mandatory minimum penalty of three-thousand dollars (\$3,000) for each serious violation. Pursuant to California Water Code section 13385(h)(2), a "serious violation" is defined as any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant by 20 percent or more, or for a Group I pollutant by 40 percent or more. Appendix A of 40 CFR section 123.45 specifies the Group I and II pollutants. Pursuant to California Water Code section 13385.1(a)(1), a "serious violation" is also defined as "a failure to file a discharge monitoring report required pursuant to Section 13383 for each complete period of 30 days following the deadline for submitting the report, if the report is designed to ensure compliance with limitations contained in waste discharge requirements that contain effluent limitations."

5. California Water Code section 13385(i) requires the Los Angeles Water Board to assess a mandatory minimum penalty of three-thousand dollars (\$3,000) for each violation whenever a person violates a waste discharge requirement effluent limitation in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations within that time period.
6. Pursuant to California Water Code section 13385.1(d), for the purposes of section 13385.1 and subdivisions (h), (i), and (j) of section 13385, “effluent limitation” means a numeric restriction or a numerically expressed narrative restriction, on the quantity, discharge rate, concentration, or toxicity units of a pollutant or pollutants that may be discharged from an authorized location. An effluent limitation may be final or interim and may be expressed as a prohibition. An effluent limitation, for these purposes, does not include a receiving water limitation, a compliance schedule, or a best management practice.
7. Unlike subdivision (c) of California Water Code section 13385, where violations of effluent limitations may be assessed administrative civil liability on a per day basis, the mandatory minimum penalties provisions identified above require the Los Angeles Water Board to assess mandatory minimum penalties for “each violation” of an effluent limitation. Some water quality-based effluent limitations in Attachments K through S of this Order (e.g., trash, as described immediately below) are expressed as annual effluent limitations. Therefore, for such limitations, there can be no more than one mandatory minimum penalty for each interim or final effluent limitation per year.

B. Trash TMDLs

For the purposes of discretionary enforcement under California Water Code section 13385, subdivisions (a), (b), and (c), not every storm event may result in trash discharges. In trash TMDLs adopted by the Los Angeles Water Board, the Los Angeles Water Board states that improperly deposited trash is mobilized during storm events of greater than 0.25 inch of precipitation. Therefore, violations of the effluent limitations are limited to the days of a storm event of greater than 0.25 inch. When a Permittee has violated the annual effluent limitation, any subsequent discharges of trash during any day of a storm event of greater than 0.25 inch during the same water year constitutes an additional day in which the violation of the effluent limitation occurs, unless the Permittee has established that its discharge has not exceeded the applicable effluent limitation for trash on the relevant storm days consistent with Part X.C.3.b.ii of this Order.

Update on Mobile Car Washing Regulations and Enforcement

Tim Beaman P.E., Assistant Director of Public Works
Public Works Department

Public Works & Transportation Committee
October 22, 2024

That the Public Works and Transportation Committee receive and file a report on mobile car washing regulations and enforcement.

- The City of Oxnard operates under a Regional Phase 1 Municipal Separate Storm Sewer System (MS4) permit
 - Regulatory requirement for communities with populations of 100,000 or more
- The MS4 permit is designed to protect our waterways and minimize the discharge of harmful pollutants
- Mobile car washing can be classified as:
 - Commercial
 - Non-commercial
- Each with its own set of regulatory requirements and enforcement actions

MS4 Permit

- The Oxnard MS4 permit outlines exempt and non-exempt stormwater discharge activities in Section 3b on page 13
- Under this section, non-commercial car washing is classified as an exempt activity
 - Allows Oxnard residents to wash their own vehicles and discharge into the stormwater system, provided they adhere to the requirements listed in Table 5 on page 21
- Commercial mobile car washing activities however are non-exempt and unable to discharge into the stormwater system. Commercial entities must capture the wash water and discharge at a legal point of disposal

MS4 Permit - Section 3b page 13

Conditionally Exempt Non-Essential Non-Stormwater Discharges

The following non-stormwater discharges are exempt from the discharge prohibition in Part III.A.1 of this Order, provided that the discharge is not a source of pollutants that will cause or contribute to an exceedance of applicable limitations in Part IV, Part V, and Attachments K through S of this Order:

- i. Dewatering of lakes;*
- ii. Landscape irrigation;*
- iii. Dechlorinated/debrominated swimming pool/spa discharges not otherwise regulated by a separate NPDES permit;*
- iv. Dewatering of decorative fountains;*
- v. Non-commercial car washing by residents or by non-profit organizations;***
- vi. Street/sidewalk wash water*

MS4 Permit - Table 5 page 21

Required Conditions for Conditionally Exempt Non-Stormwater Discharges

Discharge Category	General conditions for Exempt MS4 Dischargers	Requirements/required BMPs prior to discharge through the MS4
Non-commercial car washing by residents or by non-profit organizations	Discharges allowed after implementation of specified BMPs	Implement BMPs and ensure discharge avoids potential sources of pollutants in the flow path to prevent introduction of pollutants prior to discharge to the MS4 and receiving water. Minimize the amount of water used by employing water conservation practices such as turning off nozzles or kinking the hose when not spraying a car and using a low volume pressure washer. Encourage use of biodegradable, phosphate free detergents and non-toxic cleaning products. Where possible, wash cars on a permeable surface where wash water can percolate into the ground (e.g. gravel or grassy areas). Empty buckets of soapy or rinse water into the sanitary sewer system (e.g., sinks or toilets).

Oxnard Ordinance

The City of Oxnard Ordinance further specifies discharge prohibitions and requirements under Chapter 22 Article XII.

Commercial and industrial operations are prohibited from discharging into the storm drain system and must dispose of wash water to a legal point of disposal (i.e sewer).

SEC. 22-219. SPECIFIC DISCHARGE PROHIBITIONS

The following discharges are prohibited from entering the storm drain system:

(B) Discharges from mobile auto washing, carpet cleaning, steam cleaning, sandblasting, and other such mobile commercial and industrial operations.

Oxnard Ordinance

SEC. 22-224. BEST MANAGEMENT PRACTICES

(C) Minimum BMPs for particular urban activities.

(1) Minimum BMPs for mobile car washes are full containment under and around the vehicle being washed, capture of all water used in the washing operation, and hauling of the captured wash water to a legal point of disposal.

- Code Compliance inspectors respond to complaints regarding car wash and other unpermitted vendors, although several challenges to effective enforcement persist due to a number of factors including:
 - Lack of Code Compliance authority to compel identification from vendors which is necessary to issue an administrative citation
 - Code Compliance cannot compel a vendor to leave their location
 - Vendors who leave and return a short time later due to their knowledge of limited staff resources for follow up visits

- When a mobile car wash vendor does provide identification, staff can issue an Administrative Citation for the following:
- Oxnard City Code Chapter 11: Permits
 - **11-4(A)** *Business tax certificate required (any business in city) – If not already licensed*
 - **11-20(C)** *Issued license sticker must be affixed to vehicle (should have current year) – If not attached*
 - Chapter 11 falls under the authority of the collector for the Billing and Licensing Division of the Finance Department
- Oxnard City Code Chapter 22: Water
 - **22-224(C)(1)** *Mobile car wash full capture containment required. – If not in use at time of contact*
 - **22-219(B)** *Discharges from mobile auto washing. – If runoff can be verified*

- Enforcement of regulations pertaining to unpermitted car wash vendors can require the involvement of multiple City departments which can include:
 - **Oxnard Police Department** - the ability to compel identification, calm aggressive vendors, and to address trespassing when the private property owner has authorized them to do so.
 - **Code Compliance** - staff trained to enforce all aspects of City Code and track cases. Staff authorized to issue citations.
 - **Public Works Technical Services** - Subject matter experts regarding unpermitted discharges into the storm drain system
 - **Billing and Licensing staff** - department has a full-time code inspector to address licensing issues

- There is no financial impact to the receiving and filing of this update.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.3

DATE: December 3, 2024

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Update to the City of Oxnard, California Environmental Quality Act (CEQA) Threshold Guidelines. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution repealing Resolution No.15,040 and adopt a resolution approving updated CEQA Threshold Guidelines (herein referred to as 2024 CEQA Threshold Guidelines) and finding that the 2024 CEQA Threshold Guidelines are exempt from CEQA under Guidelines Section 15061(b)(3).

(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/wQS4OXZbQVA>

BACKGROUND

CEQA was enacted by the State of California in 1970 to ensure the long-term protection of the environment and requires that public agencies analyze and disclose the physical effects of their actions on the environment. The Governor's Office of Planning and Research (OPR) develops updates to the CEQA Statute & Guidelines to implement changes in response to changing legislation and legal actions and decisions. The CEQA Statutes & Guidelines are then implemented through an Initial Study checklist document. Completion of the Initial Study document for a project informs the type of environmental document to be prepared (known as the City's Initial Study Checklist form).

The proposed project is an update of the City's CEQA Threshold Guidelines that were last adopted by the City Council on June 27, 2017 (Resolution 15,040). The proposed CEQA Threshold Guidelines implement and supplement the current (2024) State CEQA Statute & Guidelines (CEQA Initial Study Checklist - Appendix G of the State CEQA Statute & Guidelines) to provide clear direction in preparing environmental documents for development projects and identifies what constitutes a significant environmental impact for projects in Oxnard.

The City's CEQA Threshold Guidelines are used within the City's Initial Study and Environmental Review Checklist to address environmental topics which correlate with the nineteen environmental topic areas in Appendix G of the State CEQA Statute & Guideline. The threshold guidelines are proposed to be modified with this action, not the Initial Study and Environmental Review Checklist. Each of the nineteen topic areas provides background information on resources and references, significance thresholds for each environmental issue area, and methods for determining the significance of an impact.

Most of the updates to the CEQA Threshold Guidelines are minor in nature and brought about for consistency with the State CEQA Statutes and Guidelines, reorganization to align with State document structure, or encompass negligible textual revisions to a threshold question (Attachment 1). There were notably four key changes to topic areas under the CEQA Guidelines. These include Energy, GreenHouse Gas (GHG) emissions, Wildfire and Transportation. The

following is a brief summary of revisions to these four topic areas, with additional discussion provided within the Planning Commission study session staff reports in Attachment 2.

- **Energy:** Energy is a new Section in the 2024 State CEQA Initial Study Checklist and therefore is considered a substantial change to the City’s CEQA Threshold Guidelines. However, in 2017, the City proactively added threshold questions regarding Energy to the Utilities Section of the City’s CEQA Threshold Guidelines. This section evaluates potential energy consumption and/or conservation impacts of proposed projects, with particular emphasis on avoiding or reducing inefficient, wasteful or unnecessary consumption of energy and assuring consistency with the City Council approved Climate Action and Adaptation Plan (CAAP approved in 2022).
- **GreenHouse Gas (GHG):** This section was titled “Climate Change and Greenhouse Gas Emissions” in the City’s 2017 CEQA Threshold Guidelines and is proposed to be changed to be consistent with the 2024 State Checklist, including minor changes to the State Checklist threshold questions. Under this section, the City evaluates the significance of land use development projects’ potential impacts with regard to GHG emissions and climate change, and reviews for “Key Project Attributes that Reduce GHG” from the California Air Resources Board (CARB) Scoping Plan for consistency with the State’s climate goal to determine if a project has a less than significant impact from GHG emissions.
- **Wildfire:** Wildfire is a new section in the City’s CEQA Threshold Guidelines to be consistent with the 2024 State CEQA Checklist. Fire hazard was formerly addressed under the Hazards and Hazardous Materials section of the City’s Initial Study Checklist form. Notably, the City is not located in a very high fire hazard severity zone.
- **Transportation:** Senate Bill (SB) 743 required agencies to change the way transportation impact studies are conducted in CEQA documents. Under SB 743, lead agencies are required to assess changes in vehicle miles traveled (VMT) rather than motorist delay and level of service (LOS) as the metric for CEQA impact determination. VMT is defined as the product of the number of daily trips generated by a new development and the distance those trips travel to their destinations. The City CEQA Threshold Guidelines reflect a methodology for assessing VMT in the review of development projects within the City. For example, consistent with the OPR recommendations, the proposed Guidelines methodology uses a travel demand forecasting model that incorporates the regional Ventura County Transportation Commission (VCTC) Traffic Model (VCTM) to estimate VMT in the City and generate screening maps that may be used to determine if a project is in a low VMT area. Projects located in low VMT areas are generally presumed to have a less than significant impact on VMT and may be screened from requiring further VMT analysis as part of the development review process. Notably, only the VMT methodology is being adopted, not the screening maps, which will be updated annually to reflect current traffic data and modeling. SB 743 does not prevent a city from continuing to analyze LOS as part of the development review process, determination of General Plan conformance, or ongoing traffic network monitoring; however, pursuant to State law, LOS will no longer constitute the basis for assessing CEQA impacts.

This project is Exempt from the CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. A Notice of Exemption has been prepared (Attachment 3).

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 financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee. On October 17, 2024, a study session with the Planning Commission was held on the CEQA Threshold Guidelines. At this meeting, Commissioners asked questions; there were no significant concerns or issues of conflict. On November 7, 2024, the Planning Commission unanimously 6:0:1 (with Commissioner Schuelke absent) adopted a resolution recommending that the City Council repeal Resolution 15,040 and approve the updated

CEQA Threshold Guidelines. At both meetings, no members of the public provided written or oral comments regarding these agenda items. Links to the Planning Commission study staff report materials are provided in Attachment 2.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. 2024 Updated CEQA Threshold Guidelines and Resolution of Approval
2. Planning Commission Staff Reports
3. Notice of Exemption
4. Staff Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION 15,040 AND ADOPTING THE CITY OF OXNARD CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) THRESHOLD GUIDELINES, ESTABLISHING CRITERIA AND PROCEDURES FOR EVALUATION OF PROJECTS AND PREPARATION OF ENVIRONMENTAL DOCUMENTS. FILED BY THE CITY OF OXNARD COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the California Environmental Quality Act (CEQA) and the State CEQA Guidelines adopted pursuant thereto require the City of Oxnard to adopt objectives, criteria and procedures consistent therewith, and

WHEREAS, to help clarify and standardize decision-making in the environmental review process within the City of Oxnard, the City has established its own CEQA Guidelines. The City's CEQA Threshold Guidelines are intended to be a guidance to staff, consultants, and the development community in preparing all environmental review documents. The most recent update to the City's CEQA Threshold Guidelines was adopted by City Council on June 27, 2017 (Resolution 15,040); and

WHEREAS, City staff prepared draft CEQA Threshold Guidelines that update the City's existing CEQA Threshold Guidelines (adopted pursuant to Resolution No. 15,040) to reflect changes to State CEQA law and are consistent with the current (2024) State CEQA Statute & Guidelines; and

WHEREAS, on October 17, 2024 the City held a Planning Commission study session on the draft update to the City's CEQA Threshold Guidelines; and

WHEREAS, on November 7, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing to consider the updated CEQA Threshold Guidelines and unanimously 6:0:1 (with Commissioner Schuelke as absent) recommended that City Council repeal Resolution 15,040 and adopt the updated 2024 CEQA Threshold Guidelines; and

WHEREAS, on December 3, 2024, the City Council of the City of Oxnard reviewed all of the information provided in the staff report and considered the testimony given, including all written communications to the Planning Commission and City Council, as well as other pertinent information, and approved a resolution repealing Resolution 15,040 and adopting the updated 2024 CEQA Threshold Guidelines; and

WHEREAS, the City Council finds that the proposed update to the City's CEQA Threshold Guidelines is in the public interest. There are no changes recommended under the proposed CEQA Threshold Guidelines that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to CEQA Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this update to the City's CEQA Threshold Guidelines is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

WHEREAS, the City Council finds that the 2024 CEQA Guidelines comply with all requirements of the CEQA and State Guidelines and is consistent with the policies and objectives of the 2030 General Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council staff report and all attachments thereto, the City Council finds the proposed project is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard.

SECTION 2. The City Council in accordance with the California Environmental Quality Act (CEQA), finds that the proposed 2024 CEQA Threshold Guidelines attached herein will not result in any new significant environmental impacts and will not increase the severity of any previously identified impacts that were not addressed in the 2030 General Plan Program Environmental Impact Report (PEIR), and is exempt from CEQA under Guidelines section 15061(b)(3).

SECTION 3. Based on the findings set forth herein and the staff report and all attachments thereto, that the City Council adopt a resolution repealing Resolution No.15,040 and adopt a resolution approving updated CEQA Threshold Guidelines (herein referred to as 2024 CEQA Threshold Guidelines; Attachment 1, with the exclusion of the VMT maps which are annually updated) and finding that the 2024 CEQA Threshold Guidelines are exempt from CEQA under Guidelines Section 15061(b)(3).

SECTION 4. The decision of the City Council shall be final.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 3rd
day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Resolution No. _____ (CEQA Threshold Guidelines)
City Council Date: December 3, 2024
Page 4 of 4

ATTACHMENT 1

2024 CEQA THRESHOLD GUIDELINES



City of Oxnard CEQA Significance Threshold Guidelines

October 2024

CEQA THRESHOLD GUIDELINES

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Attachment B City of Oxnard General Plan Goals and Policies Related to CEQA Sections	
Attachment C SB 743 VMT Implementation in Oxnard Memorandum - Methods and approach only	

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ACRONYMS AND ABBREVIATIONS

AAQS	Ambient Air Quality Standards
AB	Assembly Bill
AASHTO	American Association of State Highway and Transportation Officials
ACOE	Army Corps of Engineers
AFY	Acre-Feet per Year
AQMP	Air Quality Management Plan
BAU	Business as Usual
BEACON	Beach Erosion Authority for Clean Oceans and Nourishment
CalEEMod	California Emissions Estimator Model
CAL FIRE	California Department of Forestry and Fire
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CAT	Climate Action Team
CCR	California Code or Regulations
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CERCLIS	Comprehensive Environmental Response, Compensation, and Liability Information System
CMP	Congestion Management Program
CMWD	Calleguas Municipal Water District
CNDDDB	California Natural Diversity Database
CNEL	Community Noise Equivalent Level
dBA	A-weighted decibels
DOF	Department of Finance

EIR	Environmental Impact Report
ESA	Environmental Site Assessment
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FCGMA	Fox Canyon Groundwater Management Agency
FTA	Federal Transit Administration
GHG	Greenhouse Gas
GPD	Gallons per Day
GSP	Groundwater Sustainability Plan
HPMS	Highway Performance Monitoring System
HRA	Health Risk Assessment
IS	Initial Study
ITE	Institute of Transportation Engineers
LOS	Level of Service
LUST	Leaking Underground Storage Tank
MAC	Mobile Activity Center
MGD	Million Gallons per Day
MND	Mitigated Negative Declaration
MRF	Materials Recovery Facility
ND	Negative Declaration
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NFIP	National Flood Insurance Program
NO _x	Nitrogen Oxides
NOA	Notice of Availability
NOC	Notice of Completion
NOD	Notice of Determination
NOE	Notice of Exemption
NOI	Notice of Intent

NOP	Notice of Preparation
NPDES	National Pollutant Discharge Elimination System
OCC	Oxnard City Code
OWWTP	Oxnard Wastewater Treatment Plant
OPL	Oxnard Public Library
PAL	Police Activities League
PPV	Peak Particle Velocity
PRC	Public Resources Code
RECS	Recognized Environmental Conditions
ROC	Reactive Organic Compounds
SB	Senate Bill
SCAG	Southern California Association of Governments
SCH	State Clearinghouse
SCS	Sustainable Communities Strategy
SHPO	State Office of Historic Preservation
TAC	Toxic Air Contaminants
TDM	Transportation Demand Management
TRC	Tribal Cultural Resource
UAS	Upper Aquifer System
U.S.	United States
UWCD	United Water Conservation District
UWMP	Urban Water Management Plan
VCAPCD	Ventura County Air Pollution Control District
VMT	Vehicle Miles Traveled
WSA	Water Supply Assessment

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INTRODUCTION AND ORGANIZATION OF DOCUMENT

LEGAL BACKGROUND

The City of Oxnard (City) California Environmental Quality Act (CEQA) Significance Threshold Guidelines (Threshold Guidelines) inform the public, project applicants, consultants, and City staff of the threshold criteria and methodologies used in determining whether a project (individually or cumulatively with other projects) could have a significant effect on the environment. These Threshold Guidelines also provide direction for completing an Initial Study (IS) and determining the environmental documentation process for individual projects subject to CEQA. CEQA is more fully described in Sections 21000-21189 of the California Public Resources Code (PRC) and the *CEQA Guidelines* (Section 15000-15387 of Title 14, Chapter 3 of the California Code of Regulations; CCR), both of which are incorporated by reference into the Threshold Guidelines.

According to Section 15022(a) of the *CEQA Guidelines*, each public agency shall adopt objectives, criteria and specific procedures consistent with CEQA and the *CEQA Guidelines* for administering its responsibilities under CEQA. The City's Threshold Guidelines contained within this document are to be used in conjunction with the *CEQA Guidelines*. If there is a conflict between the *CEQA Guidelines* and the Threshold Guidelines, the more specific criteria or procedure shall apply. The Threshold Guidelines comply with CEQA requirements in that they establish methodologies and thresholds to be used in the preparation of negative declarations/mitigated negative declarations (ND/MND), draft and final environmental impact reports (EIR), responding to comments, filing of documents, and providing time periods for performing functions under CEQA.

OBJECTIVE

The purpose of the Threshold Guidelines is to identify the specific procedures and provisions adopted by the City of Oxnard to implement and comply with the requirements of CEQA, consistent with the *CEQA Guidelines*.

CEQA requires the analysis of discretionary projects to disclose their potential effects on the environment and to allow public participation in the environmental review process. Figure 1 provides a generalized flow chart of the environmental review process. Of primary importance during the implementation of CEQA is the identification of "significant" or "potentially significant" impacts which would occur as a result of a proposed project, as this determines the level of review required and the need for mitigation measures to reduce or eliminate significant adverse project impacts. Figure 2 is a process checklist which corresponds to the flow chart, providing detailed guidance regarding the project-specific environmental review process.

For projects needing discretionary approval from the City, the department granting the primary approval generally prepares the CEQA documentation and administers the CEQA process. The "City of Oxnard" is named as the Lead Agency on behalf of all CEQA documents prepared by the City. Technical oversight of the CEQA process is typically provided by the Planning Division of the Community Development Department. The City may also be a Responsible Agency and/or provide comments on CEQA documents prepared by other agencies. Therefore, the Threshold Guidelines may be also considered in preparing comments on CEQA documents prepared by other agencies.

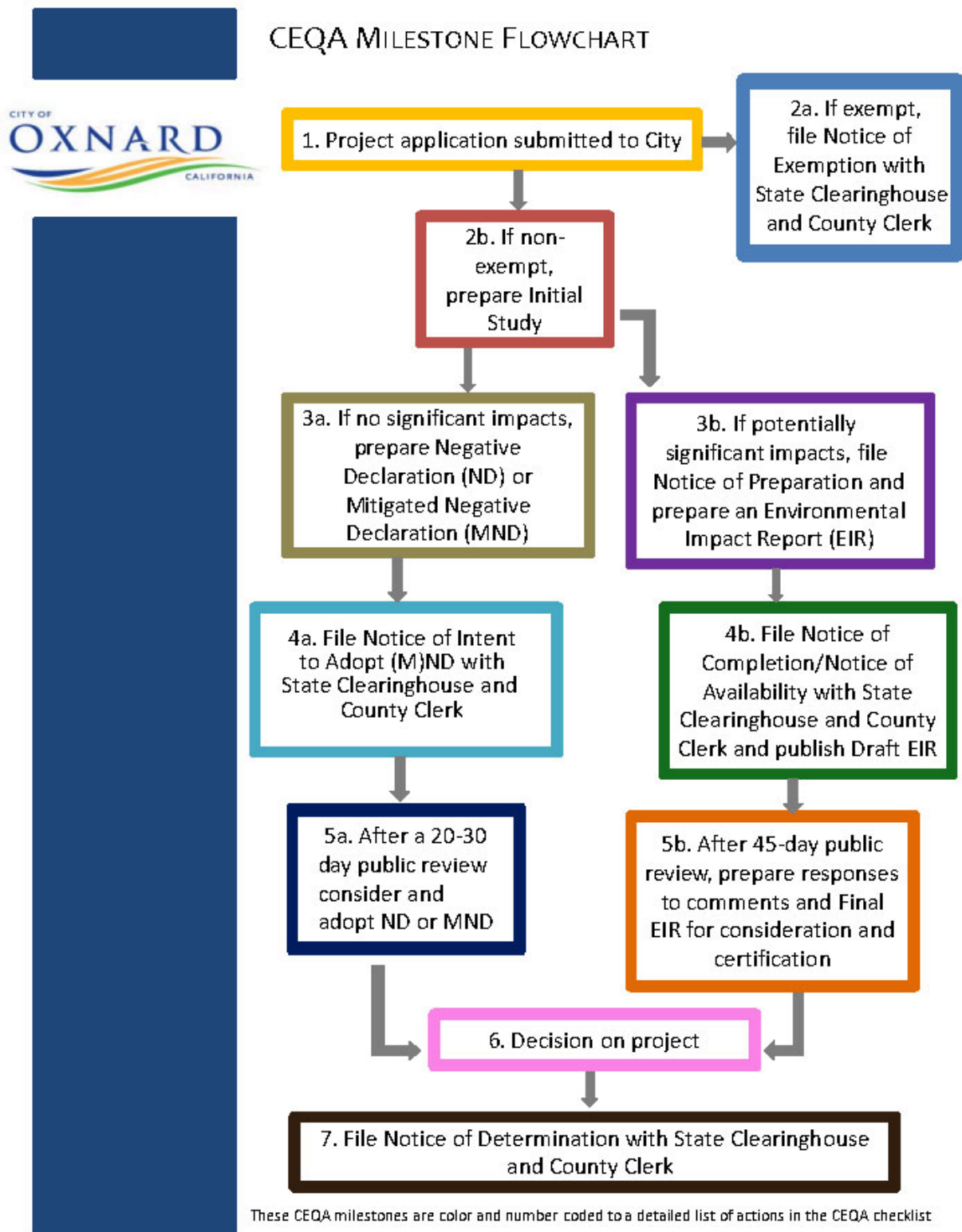
Figure 1 Environmental Review Process Flowchart

Figure 2 City of Oxnard CEQA Process Checklist

		Yes No Complete N/A				Notes
		Yes	No	Complete	N/A	
1	Project application submitted to City					
	- Evaluate CEQA requirements and incorporate CEQA timelines into your project early! - Inform applicants of CEQA requirements and potential schedule and budget considerations as soon as determined so they can incorporate into their expectations					
	Does the project require discretionary action? Does the City have the authority to deny the requested permit or approval?					
2a.	Is this a project under CEQA: 1) an activity directly undertaken by the City, 2) an activity supported in whole or in part through contracts, grants, subsidies, loans, or other forms of assistance from the City, or 3) an activity that involves the issuance by the City to a person of a lease, permit, license, certificate, or other entitlement? (PRC Section 21065).					
	Is the project exempt from CEQA?					
	Exempt by statute (CEQA Guidelines Section 15260 to 15285)?					
	Categorically exempt (CEQA Guidelines Section 15300 to 15333)?					
	Does an exception to an exempt category apply to the project? (CEQA Guidelines Section 15300.2)? If yes, prepare an IS per Step 2b.					
	For CEQA-exempt projects, electronically file Notice of Exemption (NOE) with the State Clearinghouse (SCH) and County Clerk upon project approval. Filing of the NOE starts a 35-day statute of limitations.					
	For some CEQA-exempt projects, including those that are particularly controversial, those that have substantial community or decision-maker interest, or in the instance when the eligibility for an exemption or applicability of an exception to exemption are unclear, staff or a consultant can prepare an exemption report providing documentation of the specific environmental impacts relevant to an exemption or exception. An example is the common Class 32 Exemption report which analyzes each of the					

CEQA Threshold Guidelines

	topics listed under that exemption (CEQA Guidelines Section 15332).	Yes	No	Complete	N/A	Notes
2b.	If non-exempt, prepare IS Staff decides whether the IS and subsequent CEQA documentation will be prepared in-house or by a consultant. If the latter, staff drafts a request for proposals, either for a specific consultant or several consultants to submit competing bids. If the need for EIR is clear, the IS may be skipped (but may be performed optionally). Proceed to Step 3b. When the need for the IS is determined, begin informal consultation, if deemed necessary, with all Responsible Agencies and Trustee Agencies for recommendations on whether to prepare an EIR or Negative Declaration (CEQA Guidelines Section 15063). Pursuant to Assembly Bill (AB) 52, commence Tribal Consultation. If the project qualifies for streamlining as a non-exempt Infill Project, prepare Infill Checklist (CEQA Guidelines Section 15183.3). For non-infill projects, prepare IS using the City's CEQA IS Checklist (See Attachment A) Select appropriate determination in the City's CEQA IS Checklist (ND, MND, EIR, focused EIR, or no further documentation).					
3a.	If no significant impacts, prepare a Negative Declaration or Mitigated Negative Declaration Based on the findings of the IS (i.e., the project would not have a significant effect on the environment or the project as revised [including through the incorporation of mitigation] would not have a significant effect on the environment), prepare ND or MND (CEQA Guidelines Section 15070). Prepare ND or MND using City template, attach IS (CEQA Guidelines Section 15071).					
3b.	If potentially significant impacts, file Notice of Preparation and prepare EIR					

CEQA Threshold Guidelines

	Yes No Complete N/ A				Notes
Based on the findings of the IS (i.e., the project would have a potentially significant and unmitigable effect on the environment) or if a decision was made by the City to forego preparation of an IS, staff or consultant prepares a Notice of Preparation (NOP) of a Draft EIR using City template. Project Planner reviews NOP.					
Project Planner or consultant to file NOP with SCH and County Clerk (CEQA Guidelines Section 15082; PRC Sections 21080.4 and 21092.3). Send NOP to Responsible, Trustee agencies, interested Tribes, and, if desired, other interested agencies or groups and members of the public. For SCH, file NOP along with the Notice of Completion (NOC), the SCH Summary Form (Form F), and the IS digitally on CEQA Submit. City staff or consultant will mail NOP to additional optional recipients (e.g., property owners/residents).					
Send NOP via certified mail, email, or other equivalent method (e.g. CEQA Submit) that provides a record of receipt to SCH, County Clerk, and other interested local and state agencies (PRC Section 21080.4). NOPs must be posted to Oxnard's website ¹ (PRC Section 21092(b)(3)) Keep receipts in the project's administrative record. Certified mail not required for additional optional recipients.					
Consultant or Project Planner begins preparation of EIR using City of Oxnard thresholds.					
Within 30 days of receipt of NOP, each responsible and trustee agency and the Office of Planning and Research may respond to the City with specific detail about the scope and content of the EIR as it pertains to each agency's area of statutory responsibility. Staff must save these in the project's administrative record and provide to the consultant as applicable for inclusion in EIR appendix and consideration in EIR preparation.					
For projects of statewide, regional, or areawide significance (defined in CEQA Guidelines Section 15206), conduct at least one scoping meeting. For projects of statewide, regional, or areawide significance, notice of the required scoping meeting must be sent to bordering cities and counties, responsible agencies,					

¹ Local agencies must comply with all applicable statutory and regulatory requirements related to the Americans with Disabilities Act for documents posted and made available on internet websites

Yes No Complete N/A Notes

	<i>public agencies with jurisdiction by law with respect to the project, transportation planning agencies (if highways or other DOT facilities would be affected), and any organization or individual who has filed a written request for the notice (PRC Section 21083.9).</i> Scoping meeting is optional, but recommended for projects not meeting the definition of statewide, regional, or areawide significance. If a scoping meeting is required, Project Planner to mail notice of the scoping meeting to radius circulation list and other interested parties, if not already noticed in the NOP (preferred). City staff or consultant to schedule a meeting room for a public scoping meeting. If a consultant is preparing the EIR, Project Planner emails NOP responses to the consultant as they arrive for inclusion in Draft EIR.				
4a.	File Notice of Intent to Adopt ND/MND with SCH and County Clerk Prepare Notice of Intent to Adopt a ND or MND (NOI) using City template. Staff or consultant will prepare the NOI. - Notify public through one or more of the following means: - publish notice in local newspaper with general circulation, 2) post notice on- and off-site, or 3) direct mail notice to owners and occupants of all contiguous property. Project Planner prepares newspaper advertisement consistent with NOI language using the advertisement template and sends it to City staff or consultant five business days prior to publication. Advertisement must include a link to the NOI and IS/ND/MND on the City website. The NOI and IS/ND/MND must be posted to the City's website prior to the newspaper advertisement being published. Project Planner provides NOI and circulation list (including 600-foot radius list) to City staff or consultant. City staff or consultant mails NOI to circulation/radius list, including State agencies and interested Tribes. Staff mails NOI to the last known name and address of all organizations and individuals who have previously requested such notice in writing. - File Notice of Intent with County Clerk and SCH, which starts a minimum 20-day public review period, or a minimum of 30 days if the state agency is lead, responsible, or trustee agency or has jurisdiction by law, or the project is of statewide, regional, or areawide				

CEQA Threshold Guidelines

		Yes	No	Complete	N/A	Notes
	significance. Consultant or staff files NOI with the County Clerk. File NOI/IS/ND/MND along with NOC/Document Transmittal Form digitally on CEQA Submit (CEQA Guidelines Section 15073(d)). Filing NOI with the SCH starts a 20 or 30-day public review period (see bullet point above for difference). For projects that have regional or areawide environmental significance, send NOI/IS/ND/MND to the Southern California Association of Governments (SCAG; CEQA Guidelines Section 15206(a)(1)).					
4b.	File Notice of Completion and Notice of Availability (NOA) with SCH and County Clerk and publish Draft EIR Publish and File NOA and NOC: - File NOC using City template with Draft EIR with SCH on CEQA Submit. Filing the NOC with the SCH begins a minimum 30-day public review period, or minimum 45-day public review period if the state agency is the lead, responsible, or trustee agency, the state agency has jurisdiction by law with respect to the project, or the project is of sufficient statewide, regional, or areawide significance. - File NOA of Draft EIR with County Clerk. - Distribute the NOA to the public through one of the following means: 1) publish notice in local newspaper with general circulation, 2) post notice on- and off-site, or 3) direct mail notice to owners and occupants of all contiguous property (CEQA Guidelines Section 15087). - Publish Draft EIR and make copies of the Draft EIR and NOA available at City Planning offices and other City approved distribution locations, including the City website. - Public hearings on the Draft EIR are encouraged but not required (CEQA Guidelines Section 15087(i)).					
5a.	After a 20–30-day public review, consider and adopt Final ND or MND Prepare adoption findings for the decision maker(s) (that the City finds on the basis of the whole record before it that there is no substantial evidence that the project will					

CEQA Threshold Guidelines

		Yes	No	Complete	N/A	Notes
	have a significant effect on the environment) (CEQA Guidelines Section 15074).					
	Decision-makers consider the ND or MND together with any comments received during the public review process. Include all comments on the ND or MND and responses to those comments, if applicable, in the final ND or MND, or otherwise include as part of the project's administrative record. Though not required, responding to comments is recommended. Specify in the project administrative record the location and custodian of the documents that constitute the record of proceedings upon which the decision is based (PRC Section 21167.6).					
	When adopting an ND/MND, also prepare and adopt a Mitigation Monitoring and Reporting Program (MMRP) using the City template (CEQA Guidelines Section 15074(d)). The MMRP can be an appendix to the ND/MND or can be presented to decision-makers as a stand-alone document.					
	Adoption of an ND/MND may happen at a prior hearing or at the same hearing as the decision in the project itself.					
5b.	After 45-day public review, prepare responses to comments and Final EIR for consideration and certification Evaluate comments on environmental issues received from persons who reviewed the Draft EIR and prepare a written response. Responses to comments may take the form of revisions to the Draft EIR, a separate section in the Final EIR, or both: • Provide a written proposed response to public agencies on comments made by that agency at least 10 days prior to certifying the EIR (CEQA Guidelines Section 15088(b)). Keep a copy of certified mail or digital read receipts in the project administrative record. • Prepare Final EIR, prepare Findings (CEQA Guidelines Section 15091), and, if applicable, a Statement of Overriding Considerations (CEQA Guidelines Section 15093), and provide Final EIR with Findings and Statement of Overriding Considerations, if applicable, to decision-makers for consideration and certification.					

CEQA Threshold Guidelines

		Yes	No	Complete	N/A	Notes
	Prepare and adopt MMRP to accompany Final EIR (CEQA Guidelines Section 15097). Certification of an EIR may happen at a prior hearing or at the same hearing for which the decision regarding the project is considered.					
6	Decision on a Project Decisionmakers determine whether or how to approve or carry out a project.					
7	File Notice of Determination (NOD) with SCH and County Clerk - File NOD using City template with County Clerk within 5 working days after deciding to carry out or approve the project. - Post NOD on the City website. File NOD with SCH. Filing the NOD starts a 30-day statute of limitations. - Pay California Department of Fish and Wildlife filing fee or provide Certificate of Fee Exemption					

The Threshold Guidelines apply only to those non-exempt projects subject to CEQA that require an IS, ND, MND, or EIR. The Threshold Guidelines apply to both public and private residential, commercial, institutional, industrial, and infrastructure projects. Most screening criteria and significance thresholds also apply to broader planning-related activities or master-planned developments, specific plans, and zone changes.

The Threshold Guidelines are presumed to be authoritative with exceptions allowed based on evidence in the record where: 1) the preponderance of qualified expert independent judgment relevant to the project at hand conclusively establishes an alternative threshold; 2) new substantive and authoritative information would lead to updating the threshold; or 3) a legislative or pre-emptive threshold supersedes the present Threshold Guideline(s). These Threshold Guidelines, the *CEQA Guidelines*, and other references describe the requirements of the CEQA process for projects in the City and should be consulted as part of the CEQA review of all projects in the City.

OVERVIEW OF THE ENVIRONMENTAL REVIEW PROCESS

As previously described, Figure 1 generally summarizes the environmental review process. Any activity that meets the criteria for a project as defined by the *CEQA Guidelines* (Section 15378) and is either directly undertaken by or will need a discretionary approval from a public agency must undergo the environmental review process (unless exempt from CEQA).

DOES CEQA APPLY TO MY PROJECT?

As a preliminary step in the environmental review process, a proposed project is reviewed to determine whether CEQA applies. CEQA does not apply to, and therefore no environmental document is required for, an activity that:

- Is not considered a “project” as defined in the *CEQA Guidelines* (Section 15378),
- Is exempt from CEQA by statute or categorical exemption (Section 15260 – 15333),
- Is of such a type or scope that one can see with certainty there is no possibility that the project will have a significant effect on the environment (*CEQA Guidelines* Section 15061(b)(3)),
- Does not involve the exercise of discretionary powers by a public agency (*CEQA Guidelines* Section 15060 (c)(1)), or
- Will not result in a direct or reasonably foreseeable indirect physical change in the environment (*CEQA Guidelines* Section 15060 (c)(2)).

If preliminary review indicates CEQA applies, the proposed project must undergo further environmental review, including one or more of the following activities.

Assess Potential Significant Impacts

Once it has been determined CEQA applies to a proposed action, the CEQA environmental review process continues with the preparation of an IS using the City’s *CEQA Guidelines*, the IS checklist (Attachment A to these Guidelines) to determine whether the proposed project would result in a significant effect on the environment. If the IS determines the proposed project would not have a significant impact on the environment, a ND can be prepared. If the IS determines the proposed project could have a significant impact on the environment, but all identified potentially significant adverse environmental impacts could be avoided or reduced to a less-than-significant level through modifications

in the project description and/or the adoption of mitigation measures as conditions of approval for the project, then a MND is prepared and the project proponent agrees to revisions and/or mitigation measures in writing. Conversely, if the project proponent disagrees with these project revisions and/or mitigation measures or if the IS results in a determination there is substantial evidence the project, individually or cumulatively, would or may cause a significant effect on the environment, then an EIR is required.

The City of Oxnard adopted the 2030 General Plan in October 2011, which was last updated in October 2021. The 2030 General Plan EIR was certified in October 2011. The EIR provides a programmatic environmental review of the 2030 General Plan which serves as a first-tier environmental document for projects within the City that are consistent with the 2030 General Plan. To the degree feasible, the 2030 General Plan EIR can be used to wholly or partially meet the CEQA environmental review requirements for individual projects. In instances where a project is entirely consistent with the 2030 General Plan and would not have any site-specific environmental impacts not identified in the 2030 General Plan EIR, the City may determine additional CEQA review is not required. In instances where a project only involves “minor technical changes” from what is envisioned in the 2030 General Plan and the project would not have any new significant impacts or increased the severity of previously identified significant impacts, an Addendum to the Final EIR may be prepared in accordance with Section 15164 of the *CEQA Guidelines*. In instances where a project would or may have site-specific significant environmental impacts not identified in the 2030 General Plan EIR, a supplemental or subsequent MND or EIR would typically be required in accordance with Section 15162 and 15163 of the *CEQA Guidelines*. The Statement of Overriding Considerations adopted for the 2030 General Plan can be used for future projects, which are consistent with the General Plan, when the project’s impacts are part of the unavoidably significant impact identified in the 2030 General Plan EIR.

Prepare Appropriate Environmental Document

For projects where an Addendum is to be prepared, the City will prepare (or oversee the preparation of) a document which describes the nature of the minor technical changes to the previously approved project, describes how the changed project would not have any new or increased severity significant impacts, and briefly explains the decision not to prepare a supplemental or subsequent MND or EIR. The Addendum does not need to be circulated for public review, but must be considered by City decision-makers alongside the original environmental document, pursuant to *CEQA Guidelines* Section 15164(d), prior to making a decision on the project.

For projects where an ND or MND is to be prepared, the City will prepare (or oversee the preparation of) a document that includes:

1. A brief description of the project
2. The location of the project and the name of the project proponent
3. A statement explaining why the project would not have a significant impact on the environment
4. An attached copy of the completed CEQA IS Checklist
5. Changes in the project description and/or mitigation measures, if any, included in the project to avoid potentially significant effects (MND only).

If an EIR is required, the City will prepare (or oversee the preparation of) a document describing all potentially significant environmental effects of the proposed project and the mitigation measures and

alternatives considered to lessen or avoid those effects (consistent with the *CEQA Guidelines* Section 15084). The EIR must include all of the components described in Article 9 of the *CEQA Guidelines*.

Public Review of Environmental Document and Final Document

Upon completion of a draft ND/MND or EIR, copies are circulated to all interested public agencies and private individuals for review and comment. Typical review periods are 20-30 days for a ND or MND and 30-45 days for an EIR. Upon completion of the public review period, the City is responsible for compiling all written comments in accordance with the *CEQA Guidelines*, preliminarily determining whether the environmental document contains all the necessary elements and analysis as set forth in the *CEQA Guidelines* and complies with other procedural and substantive CEQA requirements, drafting the necessary findings for each of the significant impacts, and finalizing the EIR document. In the case of an ND/MND, written responses to written comments are recommended but are not required, and City decision-makers must consider the comments received. For EIRs, written responses must be prepared for all written comments received during the public review period for the Draft EIR.

The final environmental document is submitted to the advisory body required by statute or ordinance to review the project, if any, and then to the decision-making body, as well as all responsible agencies, for consideration during the approval phase of the project. The decision-making body must certify that it has reviewed and considered the information contained in the environmental document and, if it is the lead agency, that the document has been prepared in compliance with CEQA. The decision-making body must make certain findings related to the environmental document (*CEQA Guidelines* Sections 15074, 15090, 15091, and 15093) before it can approve or carry out a project.

ORGANIZATION OF DOCUMENT

The Threshold Guidelines are arranged by issue area, generally in the same order in which the issues appear in the *CEQA Guidelines* Appendix G IS Checklist. The environmental issues addressed in this document and the corresponding section numbers from the Appendix G IS Checklist are listed below.

1. Aesthetics and Urban Design (I)	11. Land Use and Planning (XI)
2. Agricultural Resources (II)	12. Mineral Resources (XII)
3. Air Quality (III)	13. Noise (XIII)
4. Biological Resources (IV)	14. Population and Housing (XIV)
5. Cultural Resources (V)	15. Public Services and Recreation (XV, XVI)
6. Energy (VI)	16. Transportation and Circulation (XVII)
7. Geology and Soils (VII)	17. Tribal Cultural Resources (XVIII)
8. Greenhouse Gas Emissions (VIII)	18. Utilities and Service Systems (XIX)
9. Hazards and Hazardous Materials (IX)	19. Wildfire (XX)
10. Hydrology and Water Quality (X)	20. Cumulative Impacts and Mandatory Findings

For each environmental issue area, the following information is provided:

- **Background.** This section summarizes key resources for the topic and identifies references or background information that may be consulted for more information. The goals and policy statements from the 2030 General Plan that apply to each environmental topic are listed in Attachment B.
- **Significance Thresholds.** This section describes the criteria for each environmental issue area that can be used to determine whether a project impact could be significant.

- **Methods.** This section describes possible evaluation methodologies and other factors to assist in the determination of a significant impact.

The thresholds and methods contained herein are aimed primarily at “project-level” environmental reviews that address specific private projects or City projects. In some cases, project-level thresholds and methods may not apply to program-level environmental reviews and may need to be adjusted as appropriate on a case-by-case basis. City staff will maintain discretion over the use of thresholds contained herein on program-level reviews.

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1. AESTHETICS AND URBAN DESIGN

1.1 BACKGROUND

The 2030 General Plan Goals and Policies document identifies three broad categories of aesthetic resources (in Section 1.7, *City Overview*):

- **Local Waterways.** The primary waterway in the City is the Santa Clara River, which forms part of the northern boundary of the City. Over 4,000 acres of high-quality riparian habitat are present along the entire length of the river, whose large sediment deposits contribute to Pacific Ocean beaches. Smaller waterways and drainage channels traverse the City, providing natural scenery and wildlife habitat. Many of these local waterways are visible from several viewpoints along local roadways.
- **Agricultural Greenbelts.** The Oxnard-Camarillo Greenbelt and the Oxnard-Ventura Greenbelt largely define the City's northern, eastern, and western boundaries. These areas are intended for long-term agricultural use and generally cannot convert to urban development without voter approval.
- **Beaches and Coastline.** Beaches and coastline are recognized as the City's primary natural scenic resource, with two State beaches located within the City: McGrath State Beach and Mandalay Beach State Park. City, County, and State beaches provide views of the Pacific Ocean and the offshore Channel Islands on clear days. Other visual resources in the Coastal Zone include tall sand dunes near Mandalay Beach and the wetlands in the Ormond Beach area. In order to preserve the aesthetic quality of the City's coastline, the City's Coastal Land Use Plan guides development along the Coastal Zone.

With respect to scenic highways, the General Plan Background Report notes there are no California Department of Transportation (Caltrans) Designated Scenic Routes in the City. The General Plan Background Report lists several other roadway segments that:

"...the City, in conjunction with Ventura County and the City of Port Hueneme has selected routes for the City's Scenic Highway System." (City of Oxnard General Plan Background Report, 2006: 5-26, 5-41)

Most of these routes have scenic value because they allow views into the regionally important scenic resources – waterways, agricultural greenbelts, beaches and coastline. Other routes are also identified as important view corridors by virtue of providing important access routes in the community (City of Oxnard General Plan Background Report, 2006: 5-25). The routes identified as scenic are shown in Figure 3 and listed below.

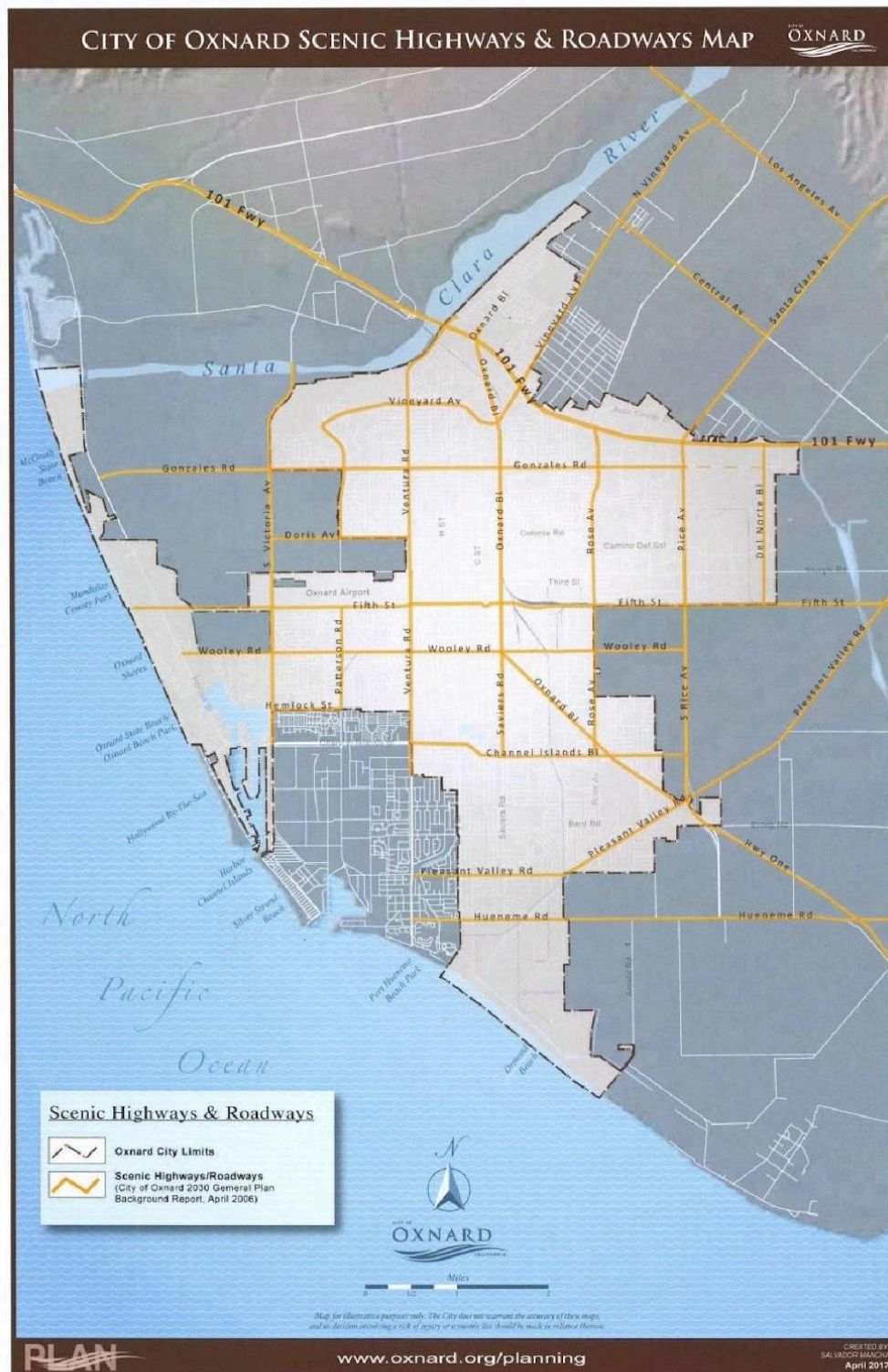
- Los Angeles Avenue through Oxnard's City limits
- Vineyard Avenue between Los Angeles Avenue and Patterson Road

- Oxnard Boulevard between U.S. Route 101 (Ventura Freeway) and Point Mugu
- Victoria Avenue between the Santa Clara River and Channel Islands Boulevard, continuing east on Channel Islands Boulevard to Victoria Avenue
- U.S. Route 101 through Oxnard's City limits
- Fifth Street between Mandalay Beach Road and Revolon Slough
- Central Avenue between Vineyard Avenue and Santa Clara Avenue
- Santa Clara Avenue between U.S. Route 101 and the City limit's boundary
- Gonzales Road between Harbor Boulevard and Del Norte Boulevard
- Wooley Road between Harbor Boulevard and Rice Avenue
- Channel Islands Boulevard between Ventura Road and Rice Avenue
- Pleasant Valley Road between Port Hueneme city limits and State Route 1
- Hueneme Road between Port Hueneme city limits and State Route 1
- Del Norte Boulevard between U.S. Route 101 and Fifth Street
- Rose Avenue between U.S. Route 101 and State Route 1
- Rice Avenue between U.S. Route 101 and State Route 1
- Saviers Road between Oxnard Boulevard and Channel Islands Boulevard
- Ventura Road between U.S. Route 101 and Teakwood Street
- Patterson Road between Fifth Street and Hemlock Street and between Vineyard Avenue and Doris Avenue
- Doris Avenue between Victoria Avenue and Patterson Road

Urban landscape areas are also considered an important visual resource; particularly where neighborhoods have retained many of their original buildings and architectural features and where park or plaza features provide open space (City of Oxnard General Plan Background Report 2006: 5-41, 5-42, Figure 5-7, 5-8).

Policies from the 2030 General Plan that relate to maintaining and enhancing scenic resources are found throughout the various chapters in the 2030 General Plan Goals and Policies. Those relating to the evaluation of aesthetic resources are summarized in Table 1 of Attachment B.

Figure 3 City of Oxnard Scenic Routes



1.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant aesthetic impact. A “no” response to all questions indicates that there would be no significant impact with respect to aesthetics.

1. Would the project have a substantial adverse effect on a scenic vista such as an ocean or mountain view from an important view corridor or location as identified in the 2030 General Plan or other City planning documents?
2. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway, or route identified as scenic by the County of Ventura or City of Oxnard?
3. In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings such as by creating new development of other physical changes that are visually incompatible with surrounding areas? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality, such as visual resource policies contained in the 2030 General Plan or other City planning document?
4. Would the project add to or compound an existing negative visual character associated with the project site?
5. Would the project create a source of substantial light or glare that would adversely affect day or nighttime views in the area?

Note that pursuant to the PRC, aesthetic impacts of a residential, mixed-use residential, or employment center project on an infill site within a transit priority area are not considered significant impacts on the environment. Transit priority areas are those areas within one-half mile of an existing or planned Major Transit Stop, which are defined as “an existing rail or bus rapid transit station; a ferry terminal served by either a bus or rail transit service; or, the intersection of two or more major bus routes with a frequency service interval of 15 minutes or less during the morning and afternoon peak commute periods,” pursuant to PRC Section 21064.3.

1.3 METHODS

Include a discussion of the effect of the proposed project on scenic resources, and evaluation to determine whether the effect would be significant. Several systems for evaluating visual resources are used by various agencies. Depending on the nature of the resource and the complexity of the project, these systems can range from simple informal evaluations to complex analyses. They all involve describing three essential items or components of the visual resource analysis:

- **The nature and quality of the visual resource.** Any of the significant visual resources, as identified in the 2030 General Plan Goals and Policies or in the General Plan Background Report, that may be affected by the proposed project should be noted and described. This would include local waterways, agricultural greenbelts, beaches and coastlines, scenic roadways, and well-preserved urban landscapes associated with historic neighborhoods and parks and open plazas.

- **The viewpoint and the identity of the viewers and their sensitivity to changes in the view.**

Viewers who would be the most sensitive to alterations in the landscape or existing views would be residents or visitors enjoying the recreational uses in open spaces, beaches, coastal areas, or scenic roadways viewing these areas. People using smaller parks, open spaces, or plazas within urban areas would also be sensitive to the views of urban landscapes in the area.

- **The effect of the proposed project in altering the nature of the view.** A project component that introduces a man-made feature that contrasts strongly with the existing natural or cultural landscape affecting sensitive viewers would normally have a significant impact. The impact may be project-specific if the project is inharmonious or discordant with the existing landscape, or if it would introduce a feature that blocks views of important resources, even if the view is already partially blocked. The effect may also be part of a cumulative impact if it occurs in combination with similar projects or man-made features that adversely affect the same visual resource.

- **Analysis on the proposed project creating a source of substantial light or glare.** For a project that introduces a new lighting source or glare such as from new, shiny surfaces like galvanized metal and other materials. This would require evaluation of a proposed project to determine if the project would create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. Would the project be inconsistent with City's Lighting Standards?

2. AGRICULTURAL RESOURCES

2.1 BACKGROUND

Ventura County is recognized as one of the principal agricultural counties in the state, with annual gross revenues from the sales of agricultural commodities of approximately two billion dollars (County of Ventura 2011, County of Ventura 2021). Ventura County consistently ranks among the highest in agricultural revenues of the 58 counties in the state. Agriculture generates a substantial number of jobs ranging from crop production to processing, shipping and other related industries.

The seasonal row crop production pattern throughout western Ventura County is divided into two general categories: cool season and warm season crops. The cool season crops are generally harvested from fall through spring or early summer and include: broccoli, cauliflower, celery, lettuce, and spinach. The warm season crops are harvested from mid-summer through fall and include: Fordhook green lima beans, snap beans, cucumbers, peppers, and tomatoes. Year around crops include: cabbage (all year), strawberries (early spring to early summer), and lemons (January to mid-June). Fruit and nut crops and vegetable crops comprise the most valuable crop groups. Strawberries are consistently among the leading crops in revenue. Other high value crops include citrus fruits, raspberries, and nursery stock. Based on information in the General Plan Background Report (City of Oxnard 2006: Table 3-5), over 24,500 acres within the City was designated for Agricultural use, which is just over half of the entire City.

The California Department of Conservation prepares maps of important farmland throughout the state, based on categories of agricultural land defined by the U.S. Department of Agriculture land inventory and monitoring criteria, and regularly reports on the conversion of farmland to other uses (pursuant to Government Code Section 65570). The categories of Prime Farmland, Farmland of Statewide Importance, Unique Farmland, and Farmland of Local Importance designations are often referred to collectively as "Important Farmlands". The General Plan Background Report (City of Oxnard 2006, Table 5-7) indicates there are approximately 23,000 acres of land meeting this definition within Oxnard .

The 2030 General Plan EIR concluded the ultimate development of land, consistent with the land use designations of the 2030 General Plan, would result in the conversion of 2,215 acres of Important Farmlands to other uses (City of Oxnard General Plan EIR, 2009: 2.3-2, Table 5-1, Figure 5-1). This anticipated conversion of land was identified as a significant impact (Impact 5.5-1). Several aspects of the 2030 General Plan Goals and Policies were identified as contributing to the preservation of agricultural lands. Even with implementation of these goals and policies, however, the 2030 General Plan EIR concluded the conversion of important farmland to non-agricultural uses would have a significant and unmitigable impact.

The 2030 General Plan EIR analyzed several other issues related to the preservation of agricultural lands and concluded for each of these issues there would be a less than significant impact associated with implementing the 2030 General Plan. The conclusion is based primarily on implementation of policies within the 2030 General Plan, and associated requirements of the zoning ordinance and other programs designed to minimize conflicts between other land uses and agriculture and to address the planned conversion of agricultural lands to other uses within the structure of land use planning in Oxnard.

The Agricultural Greenbelts between Oxnard and Camarillo to the east, and between Oxnard and the unincorporated areas of Ventura County, factor prominently in growth management, land use planning, and other resource values described in the 2030 General Plan. Goals and policies from the 2030 General Plan that relate to agricultural resources and their preservation are listed in Table 2 of Attachment B.

The *CEQA Guidelines* Appendix G IS Checklist also includes an assessment of forestry resources with two significance thresholds related to forestry. However, there are no forestry resources within the City, as the City is either classified as Urban and Built-Up or Farmland (California Department of Conservation 2016). Therefore, forestry resources are not discussed further in this document and are not required to be assessed as part of CEQA documents prepared in Oxnard.

2.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant agricultural resource impact. A “no” response to all questions indicates that there would be no significant impact to agricultural resources.

1. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?
2. Would the project conflict with existing zoning for agricultural use or an existing Williamson Act contract?
3. Would the project involve other changes in the existing environment that, due to their location or nature, could result in conversion of off-site farmland to non-agricultural use?

INVOLVE OTHER CHANGES IN THE EXISTING ENVIRONMENT WHICH, DUE TO THEIR LOCATION OR NATURE, COULD RESULT IN CONVERSION OF FARMLAND TO NON-AGRICULTURAL USE?2.3

METHODS

A project may have direct and/or indirect effects related to the conversion of agricultural land to other uses. Direct effects would occur if the project would occur on existing farmland and would result in the development of a different use such as a residential neighborhood or shopping center. The identification of important farmland should be based on City mapping (City of Oxnard 2009: Figure 5-1) or on mapping available from the California Department of Conservation

(<http://www.conservation.ca.gov/dlrp/fmmp/Pages/Ventura.aspx>;
<https://maps.conservation.ca.gov/dlrp/ciff/>).

The determination of whether a specific project would have a significant and unmitigable impact relative to the direct conversion of important farmland requires judgment and the consideration of factors unique to the specific project. For most projects – those consistent with the 2030 General Plan land use designations – no new analysis or discussion will be necessary. Reference may be made to the following 2030 General Plan EIR conclusion:

Impact 5.5-1 The Project would result in the conversion of important farmland to non-agricultural uses, which was determined to be a significant and unmitigable impact at the General Plan level

If the project site is within a Williamson Act contract preserve, then development is not possible without removing the property from the preserve status. The 2030 General Plan EIR assumes the normal regulatory procedures for ending preserve status under the Williamson Act would be followed and, in that case, no additional mitigation would be necessary, and the potential impact would be less than significant.

Indirect effects that may lead to conversion of nearby farmlands to developed uses are usually caused by land use compatibility issues. Policies from the 2030 General Plan intended to reduce such incompatibility include CD-6.1 and ER-12.11, related to providing adequate agricultural buffer areas, and ER-12.2 that involves supporting right-to-farm policies in Ventura County. Examples of measures that could be used to help minimize the potential for incompatibility with agricultural uses may be found in the County of Ventura Agricultural/Urban Buffer Policy (County of Ventura 2006) and in the Ventura County right-to-farm ordinance (Ordinance No. 4151 adopted in 1997).

3. AIR QUALITY

3.1 BACKGROUND

Background information regarding air quality and the regulation of air pollutants is provided in the General Plan Background Report (City of Oxnard 2006: Section 5.7), the most recent Ventura County Air Pollution Control District (VCAPCD) Air Quality Management Plan (AQMP) (VCAPCD 2022), and the Air Quality Assessment Guidelines (VCAPCD 2003: Sections 1 and 2). For regulatory purposes, air pollutants are generally divided into two categories: those for which federal and California Ambient Air Quality Standards (AAQS) have been established (known as criteria air pollutants), and those for which no specific numerical standards are established, but which are known to cause acute or chronic health effects (toxic air contaminants, or TAC). For criteria pollutants, each air basin in the state, including Ventura County, is classified as being in “attainment” or “nonattainment” with respect to the various federal and California AAQS. The purpose of the AQMP is to identify the strategy and measures intended to achieve attainment with the applicable federal ozone standard, and to document other compliance efforts as required by both the federal and California Clean Air Acts.

The criteria pollutants ozone and particulate matter are of most concern in California. Ozone is an oxidant that can directly affect the lungs causing respiratory irritation and possible changes in lung function and can also damage vegetation and other materials. It is formed in the atmosphere by precursors emitted primarily from man-made sources. Vehicle exhaust is a substantial source of ozone precursors, including nitrogen oxides (NO_x) and reactive organic compounds (ROC).

Particulate matter includes dust and other small particles originating from man-made and natural sources. It is further classified by size: PM_{10} includes particulate matter with a diameter less than 10 microns and $\text{PM}_{2.5}$ refers to dust/particulates that are 2.5 microns in diameter or smaller.

For the major pollutants of concern, the most recent (2023) status of the South Central Coast Air Basin – in terms of attaining the federal and California ambient air quality standards – is summarized as follows:

Level of Compliance with Federal Ambient Air Quality standard:

Major Pollutants of Concern	Compliance with Federal Ambient Air Quality Standards
8-hour Ozone	Nonattainment
PM_{10}	Unclassified
$\text{PM}_{2.5}$	Unclassified/Attainment
Carbon Monoxide	Unclassified/Attainment
NO_x	Unclassified/Attainment

Level of Compliance with State Ambient Air Quality standard:

Major Pollutants of Concern	Compliance with State Ambient Air Quality Standards
Ozone	Nonattainment
PM ₁₀	Nonattainment
PM _{2.5}	Attainment
Carbon Monoxide	Attainment
NO _x	Attainment

As of 2023, the South Central Coast Air Basin is in attainment with, or is unclassified with respect to, all other federal and State ambient air quality standards, except Ozone and Particulate Matter (PM₁₀). [VCAPCD - Air Quality Standards](#) or California Air Resources Board (CARB) [Maps of State and Federal Area Designations](#) should be consulted for updated information. Current designations are maintained by CARB at: <https://www.arb.ca.gov/desig/adm/adm.htm>.

Sources of air pollution are divided into two main categories: stationary and mobile. Stationary sources are those emission sources, such as industrial processes, burning crop residuals, and exposed soils/minerals (source of dust or PM₁₀) that are fixed in place. Within Oxnard, stationary-source pollutants include ozone precursors associated with local industrial processes and PM₁₀ emissions associated with road dust, burning, construction and demolition activities, and fuel combustion (at stationary locations, such as industry and residences). Wildfires are natural sources of PM₁₀ emissions. Many stationary sources are subject to permit requirements under federal and State law, and in Oxnard these permits are administered by VCAPCD. Refer to the most recent version of VCAPCD Air Quality Assessment Guidelines for a listing of common equipment and processes that require permit review by VCAPCD.

The primary source of mobile emissions is vehicles (automobiles, passenger trucks, trucks, and buses). Vehicle exhaust is a major source of ozone precursors and is regulated by federal and State laws governing vehicle emissions. Review procedures and planning programs are designed to assure vehicle use and travel distances are minimized, as a way of minimizing vehicle emissions.

The 2030 General Plan Program EIR concluded buildout of the 2030 General Plan land use designations, and traffic volumes as predicted in the modeling performed for the 2030 General Plan, would have a significant and unavoidable impact with respect to two air quality issues:

Impact 5.7-2 The Project would result in a cumulative increase of criteria pollutants in a non-attainment basin.

Impact 5.7-4 The Project could expose sensitive receptors to substantial pollutant concentrations.

Other potential air quality effects considered in the 2030 General Plan EIR but considered less than significant with the application of routine mitigation measures included the exposure of sensitive land uses to construction-related air quality emissions (Impact 5.7-1), potential conflict with implementation

of the applicable air quality plan (Impact 5.7-3), and the potential to create objectionable odors affecting a substantial number of people (Impact 5.7-5).

The 2030 General Plan contains policy statements related directly or indirectly to reducing emissions of air pollutants. Policies related to minimizing energy consumption and to developing alternative energy sources are considered part of the overall approach to reducing air pollution. The same is true for policies designed to reduce vehicle trips and to minimize vehicle trip distances. Many of these policies are intended primarily to reduce greenhouse gas emissions, but also help to reduce emissions of criteria pollutants as well. These policies are listed in Table 3 of Attachment B.

3.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a significant air quality impact. A “no” response to all questions indicates there would be no significant impact with respect to utilities.

1. Would the project conflict with or obstruct implementation of the Ventura County AQMP?
2. Would the project result in a cumulatively considerable net increase of any criteria air pollutant in excess of quantitative thresholds recommended by VCAPCD?
3. Would the project expose sensitive receptors to substantial pollutant concentrations?
4. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

3.3 METHODS

Additional guidance in determining the potential significance of air emissions from a project is provided by VCAPCD Air Quality Assessment Guidelines (Section 3.3). Specific numerical criteria applicable to the City and other guidance in determining significance are summarized below.

Ozone and Ozone Precursors

For both Reactive Organic Compounds (ROC) and Nitrogen Oxides (NO_x), VCAPCD recommends use of a threshold of 25 pounds per day for operational emissions. An emissions inventory program (such as the latest version of the California Emissions Estimator Model [CalEEMod]) should be used to estimate the amounts of pollutants associated with a project. As a screening tool, VCAPCD Air Quality Assessment Guidelines provide a listing of project sizes likely to result in emissions above the 25 pounds per day thresholds. For example, a development involving single family detached housing for the year 2025 with 284 dwelling units or more would likely exceed the threshold. The screening limits for other land uses and for future years are found in Appendix F of the most recent version of VCAPCD's Air Quality Assessment Guidelines.

Cumulative Impacts

The cumulative effect of a project with respect to compliance with the ozone standard is based on a determination of project-specific AQMP Consistency. The general approach is described in VCAPCD's Air Quality Assessment Guidelines (page 3-3) as follows:

A project with emissions of two pounds per day or greater of ROC, or two pounds per day or greater of NO_x that is found to be inconsistent with the AQMP will have a significant cumulative adverse air

quality impact. A project with emissions below two pounds per day of ROC, and below two pounds per day of NO_x, is not required to assess consistency with the AQMP.

Guidance for determining consistency with the AQMP is also provided in VCAPCD's Air Quality Assessment Guidelines (Section 4.2). For projects located in the City, which is one of the "growth areas" identified in the Air Quality Assessment Guidelines, this determination occurs in two steps:

1. Determine whether the project conforms to the General Plan.
2. Determine the estimated population of the City and compare this estimate with the population "target" used in the most recent AQMP Population Forecasts. Regional forecasts for the City population, which are used for transportation and air quality planning purposes, may be a more current example. These forecasts are available from the SCAG at <https://scag.ca.gov/growth-forecasting>.

Fugitive Dust

VCAPCD has not recommended a specific numerical criterion for fugitive dust. The qualitative threshold is described in VCAPCD's Air Quality Assessment Guidelines (Section 3.3.2):

A project that may be reasonably expected to generate fugitive dust emissions in such quantities as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which may endanger the comfort, repose, health, or safety of any such person or the public, or which may cause, or have a natural tendency to cause, injury or damage to business or property (see California Health and Safety Code, Division 26, §41700) will have a significant adverse air quality impact.

Most of the concern regarding fugitive dust focuses on construction activities, and measures to minimize dust generation from grading and construction. More information is provided in VCAPCD's Air Quality Assessment Guidelines (Sections 6.2 and 7.4.1).

San Joaquin Valley Fever

From VCAPCD's Air Quality Assessment Guidelines (Section 6.3):

VCAPCD has not recommended a quantitative threshold for a significant San Joaquin Valley Fever impact. However, listed below are factors that may indicate a project's potential to create significant Valley Fever impacts:

- *Disturbance of the topsoil of undeveloped land (to a depth of about 12 inches)*
- *Dry, alkaline, sandy soils*
- *Virgin, undisturbed, non-urban areas*
- *Windy areas*
- *Archaeological resources probable or known to exist in the area (Native American midden sites)*

- *Special events (fairs, concerts) and motorized activities (motocross track, All Terrain Vehicle activities) on unvegetated soil (non-grass)*
- *Non-native population (i.e., out-of-area construction workers)*

The lead agency should consider the factors above that are applicable to the project or the project site.

Asbestos

The U.S. Environmental Protection Agency and the State of California list asbestos as a TAC. Potential exposure to asbestos is most likely to occur in conjunction with the demolition of buildings constructed before 1979. Demolition or renovation activities involving asbestos materials are subject to the National Emissions Standards for Hazardous Air Pollutants regulations. Rule 62.7 in VCAPCD Rules and Regulations relates to demolition and renovation activities involving asbestos.

Other Toxic Air Contaminants

Most projects will not involve a substantial source of TAC. Those that would emit TAC are likely subject to the permit authority of VCAPCD and the analysis of any TAC and their potential impact should be coordinated with VCAPCD permit requirements. One source of TAC not directly regulated by VCAPCD is diesel exhaust from heavy trucks. If a project would create a major concentration of heavy truck traffic for a long period of time or involves sensitive receptors that may be exposed to substantial concentrations of truck traffic or other sources of TAC (e.g., within 500 feet of U.S. Route 101), then the toxic effects of diesel particulate matter or aerial-based lead may be of concern. If TACs are a concern, then a health risk assessment (HRA) may be needed. An HRA involves the use of an air quality dispersion model and procedures and input values approved by VCAPCD. The following criteria are used to determine the significance of a potential health risk impact:

- For cancer causing contaminants: a lifetime probability of contracting cancer is greater than 10 in one million as identified in the HRA.
- For non-carcinogenic pollutants: a Hazard Index of greater than 1, as identified in the HRA.

Odors

VCAPCD has not recommended a specific numerical criterion or procedure for odors. The qualitative threshold is described in VCAPCD Air Quality Assessment Guidelines (Section 3.3.2):

A qualitative assessment indicating that a project may reasonably be expected to generate odorous emissions in such quantities as to cause detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which may endanger the comfort, repose, health, or safety of any such person or the public, or which may cause, or have a natural tendency to cause, injury or damage to business or property (see California Health and Safety Code, Division 26, §41700) will have a significant adverse air quality impact.

VCAPCD Air Quality Assessment Guidelines provide a definition of significant odor impact in terms of the numbers of complaints received – but this is of no predictive value in assessing new projects. There is a tabulation of “screening distances” in the Air Quality Assessment Guidelines (Table 6-3) for various

odorous land uses that may cause an odor impact at receptor locations. The distances are all one or two miles, and are associated with a wide variety of industrial, agricultural, and waste management facilities.

4. BIOLOGICAL RESOURCES

4.1 BACKGROUND

Oxnard contains a variety of biological communities that provide habitat for both rare and common species. These habitats are mostly human-modified habitats, with the vast majority of the City including mostly urban, industrial, or agricultural production areas. In some areas (especially in the northern part of the City), a series of industrial oil fields within agricultural lands exists. Native habitats exist mostly on the edges of the City (e.g., Santa Clara River, coastal areas).

For the purposes of these guidelines, a sensitive biological resource is defined as follows:

- A plant or animal currently listed by a State or federal agency(ies) as endangered, threatened, rare, protected, sensitive or a Species of Special Concern or federally listed critical habitat;
- A plant or animal currently listed by a State or federal agency(ies) as a candidate species or proposed for State or federal listing;
- A habitat under the jurisdiction of a State or federal resource agency that is responsible for resource protection (e.g., California Department of Fish and Wildlife, U.S. Fish and Wildlife Services, U.S. Army Corps of Engineers, National Marine Fisheries Service); or
- A locally designated or recognized species or habitat.

The 2030 General Plan includes policies that address avoiding impacts to the sensitive biological resources in the City. These are listed in Table 4 of Attachment B.

4.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant biological resource impact. A “no” response to all questions indicates there would be no significant impact to biological resources.

1. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?
2. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations adopted by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?
3. Would the project have a substantial adverse effect on state or federally protected waters of the U.S. (including, but not limited to, marshes, vernal pools, and coastal wetlands) through direct removal, filling, hydrological interruption, or other means?

4. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?
5. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
6. Would the project conflict with an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

4.3 METHODS

A physical description of the project site should be provided, including acreage, topography, presence of sensitive features (e.g., wetlands, flowing, standing or ephemeral water sources, rock outcroppings, caves, etc.), major habitats and vegetation communities present, potential presence of wildlife populations, sensitive resources, migration corridors, and relationship to the surrounding land should be included in the analysis. This should include the following:

- In marine environments, description of the presence or absence of tidal wetlands, the bottom topography and depth, access to open ocean systems, information on existing biota, and the existence of movement or migration corridors of marine mammals
- Description of the potential for existing sensitive resources, based upon review of current biological reference documents, including the California Natural Diversity Database, federal and State agency lists, regulatory statutes, and applicable City documents
- Preparation of or reference to baseline assessments of potential occurrence of sensitive resources (from literature and existing resource databases) and conduct a field reconnaissance survey, as needed

Surveys should be performed during appropriate seasons, and should include all significant resource elements, including corridor and habitat linkages, with an assessment of the nature of their occurrence (e.g., resident, transient, migratory, etc.). Species inventories should include organisms observed during surveys, along with those reasonably expected to occur over time, with a listing of sensitive biological resources and their agency status, including federal, State, and local sensitivity listing.

The following questions should be considered as part of the analysis:

- Do known individuals or populations of a sensitive species use or inhabit the site during one or more seasons of the year, according to readily available published accounts, the project proponent and/or property owner?
- Is the project site immediately adjacent to undeveloped natural open space containing native vegetation or does the site appear to serve as a buffer between existing development and more natural habitat areas? Could it be part of a movement corridor or habitat linkage system?
- Is a natural water source, such as a lake, river, vernal pool, ephemeral stream, marsh, or the ocean present on or adjacent to the site?

- Is the project site relatively undisturbed or undeveloped, that is, free of structures, agricultural fields, pavement, etc.? Is it free of regular maintenance activities such as disking or clearing, maintenance and repair of linear utilities, maintenance or repair of roads, or maintenance and repair of municipal reservoirs and associated infrastructure?
- Does the project comply with City ordinances, specifically Oxnard City Code (OCC) Section 17.31, Habitat Areas, and Section 17.34, Wetland Restoration Plan, if applicable?

5. CULTURAL RESOURCES

5.1 BACKGROUND

The earliest residents of the region were the Chumash Indians, known for their well-constructed canoes, fine basket work, and one of the most complex hunter-gatherer cultures. The Ventureño Chumash occupied the area from Topanga Canyon northwest to San Luis Obispo. European presence began in 1542 when Portuguese explorer Juan Rodríguez Cabrillo sailed into Point Mugu lagoon and described the area as “the land of everlasting summers.” After a number of Spanish explorations, Mission San Buenaventura was established in 1782 as a midway point between the San Diego and Monterey Missions. Additional background on Tribal Cultural Resources is provided in Chapter 17.

By the late 19th century, the agriculture potential of the Oxnard Plain became more and more evident. More crops were rotated in with lima beans, including sugar beets, barley, and citrus. In addition, this success in the sugar beet industry led to the construction of the American Sugar Beet Factory in La Colonia. The local farming industry quickly reoriented to focus on the sugar beet industry, which created unprecedented economic growth.

A town quickly developed near the beet factory to provide services for the factory and its workers. The Oxnard Improvement Company was created in 1898 to design the townsite, focused around a town square called “the Plaza” (presently Plaza Park). Businesses and residences were constructed around the town square, followed by schools and churches. Incorporated in 1903, the City of Oxnard took its name from the Oxnard Brothers who founded the local sugar beet factory.

Cultural Resource Regulation

California Register of Historical Resources

The California Register of Historical Resources (California Register) is a guide to cultural resources that must be considered when a government agency undertakes a discretionary action subject to CEQA. The California Register helps government agencies identify, evaluate, and protect California’s historical resources, and indicates which properties are to be protected from substantial adverse change (PRC Section 5024.1(a)). The California Register is administered through the State Office of Historic Preservation (SHPO), which is part of the California State Parks system.

A cultural resource is evaluated under four California Register criteria to determine its historical significance. A resource must be significant at the local, State, or national level in accordance with one or more of the following criteria set forth in the *CEQA Guidelines* at Section 15064.5(a)(3):

1. It is associated with events that have made a significant contribution to the broad pattern of California’s history and cultural heritage;
2. It is associated with the lives of persons important in our past;
3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
4. It has yielded, or may be likely to yield, information important in prehistory or history.

In addition to meeting one or more of the above criteria, the California Register requires sufficient time must have passed to allow a “scholarly perspective on the events or individuals associated with the resource.” Fifty years is used as a general estimate of the time needed to understand the historical importance of a resource according to SHPO publications. The California Register also requires a resource to possess integrity, which is defined as “the authenticity of a historical resource’s physical identity evidenced by the survival of characteristics that existed during the resource’s period of significance. Integrity is evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association.” Archaeological resources can sometimes qualify as “historical resources” [*CEQA Guidelines*, Section 15064.5(c)(1)]. In addition, PRC Section 5024 requires consultation with SHPO when a project may impact historical resources located on State-owned land.

Two other programs are administered by the State: California Historical Landmarks and California “Points of Historical Interest.” California Historical Landmarks are buildings, sites, features, or events that are of statewide significance and have anthropological, cultural, military, political, architectural, economic, scientific or technical, religious, experimental, or other historical value. California Points of Historical Interest are buildings, sites, features, or events that are of local (city or county) significance and have anthropological, cultural, military, political, architectural, economic, scientific or technical, religious, experimental, or other historical value.

Human Remains

Section 7050.5 of the California Health and Safety Code states in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains are discovered has determined whether or not the remains are subject to the coroner’s authority. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of this identification. Please see Chapter 17, Tribal Cultural Resources for human remains that are of Native American origin. The Native American Heritage Commission will identify a Native American Most Likely Descendant to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. State CEQA Guidelines Section 15064.5 directs the lead agency (or applicant), under certain circumstances, to develop an agreement with the Native Americans for the treatment and disposition of the remains.

CEQA

CEQA requires historical resources and unique archaeological resources be taken into consideration during the CEQA review process (PRC Section 21083.2). If feasible, adverse effects to the significance of historical resources must be avoided, or significant effects mitigated (*CEQA Guidelines* Section 15064.5[b][4]).

CEQA requires a lead agency to determine whether a project may have a significant effect on historical resources (PRC Section 21084.1). A historical resource is a resource listed, or determined to be eligible for listing, in the California Register; a resource included in a local register of historical resources; or any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant (*CEQA Guidelines*, Section 15064.5[a][1-3]).

According to CEQA, all buildings constructed over 50 years ago and that possess architectural or historical significance may be considered potential historical resources. Most resources must meet the 50-year threshold for historic significance; however, resources less than 50 years in age may be eligible

for listing on the California Register if it can be demonstrated sufficient time has passed to understand their historical importance.

2030 General Plan

Policies from the 2030 General Plan designed to preserve and maintain City historic places and neighborhoods are listed in Table 5 of Attachment B.

5.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant cultural resource impact. A “no” response to all questions indicates there would be no significant impact to cultural resources.

1. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to *CEQA Guidelines* Section 15064.5?
2. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to *CEQA Guidelines* Section 15064.5?
3. Would the project disturb any human remains, including those interred outside of formal cemeteries?

5.3 METHODS

Questions that should be considered in developing responses to the above thresholds include:

- Would the proposed project occur in an area with archaeological resources, human remains having archaeological associations, an archaeological study area, and involve grading, excavation, accelerated erosion, or other activities or changes to the site that could affect archaeological resources?
- Are there historical resources on the project site or in the vicinity that would be adversely impacted by the project through, for example, demolition, construction, conversion, rehabilitation, relocation, or alteration?
- Is the resource included on the California Register maintained by the SHPO and ranked with an evaluation code of 1 (National Register listed resource) or 2 (determined eligible for listing in the National Register)?
- Is the resource subject to other federal, State, or local preservation guidelines or restrictions?
- Does the resource have known associations with an architect, master builder or person or event important in history such that the resource may be of exceptional importance?
- Is the resource over 50 years old and a substantially intact example of an architectural style significant in Oxnard?

Archaeological Resources

The following sources may assist in identifying the presence or potential presence of archaeological resources:

- New or existing archaeological surveys and documented historical accounts
- South Central Coastal Information Center, California State University, Fullerton
- Native American Heritage Commission
- Caltrans
- United States Army Corps of Engineers
- California State Parks
- National Register of Historic Places
- Local, county, and State landmarks lists
- Sanborn Fire Insurance maps

Where sufficient information or research is not available to determine the presence or absence of archaeological resources, consider whether features of the area would create a favorable environment for prehistoric or historical use, such as:

- A water source, travel corridor, native plants or animals, or sources of rock for construction, making tools, or artwork; or
- Location in an area with unusual views, a defensive position or other values for ceremonial, ritual, or astronomical observances.

Evaluate the degree of disturbance to the project site. Consider if the site has been vacant or covered by surfaces that required little or no excavation or grading, such that there has been little surface or subsurface disturbance (sites from which native topsoil has been removed, such as landfills, are unlikely to retain archaeological resource potential).

Historic Resources

Review the description of the proposed project and determine the type of activities proposed during site preparation, construction, and operation. Projects that affect historical resources, such as demolition, relocation, rehabilitation, conversion, alteration, or construction, may have a significant impact if the project results in a substantial adverse change which would impair historical significance. Insensitive rehabilitation, conversion, alteration, or construction may also result in a significant impact. Projects should also be reviewed to determine if construction activity would result in potential direct or indirect impacts to adjacent historical structures.

Human Remains

Evaluate the degree of disturbance to the project site. Consider if the site is in proximity to a cemetery or other burial ground. Generally, compliance with the procedure outlined in Section 7050.5 of the

California Health and Safety Code would result in a less than significant impact related to human remains. Please see Chapter 17, Tribal Resources for human remains that are of Native American origin.

6. ENERGY

6.1 BACKGROUND

Oxnard has a long history of supporting local efforts to promote energy efficiency, conservation, and renewable energy. Achieving efficient use of energy means decreasing overall per capita energy consumption, decreasing reliance on fossil fuels such as coal, natural gas and oil, and increasing reliance on renewable energy (solar, wind, hydroelectric, and nuclear) sources.

Oxnard's energy uses consist of electricity and natural gas. Electricity in Oxnard is provided by Southern California Edison (SCE) and the Clean Power Alliance (CPA). Natural gas is provided by the Southern California Gas Company; these organizations are considered Investor Owned Utilities (IOU's). Both energy sources are consumed by the built environment for lighting, appliances, heating and cooling systems, fireplaces, and other uses such as industrial processes and alternative fuel vehicles.

An assessment of energy conservation revolves around the key question of whether the proposed project would result in the wasteful, inefficient, and unnecessary consumption of energy or construct new or retrofitted buildings that would have excessive energy requirements for daily operation.

State

California is one of the lowest per capita energy users in the United States, ranked 48th among all states, due to its energy efficiency programs and mild climate (United States Energy Information Administration [EIA] 2021). As of 2022, California's primary power mix included 54% of energy from renewable resources and 36% of energy from natural gas (CEC 2022).

Additionally, development in California is subject to the energy conservation requirements of the California Energy Code (Title 24, Part 6 of the California Code of Regulations, California's Energy Efficiency Standards for Residential and Nonresidential Buildings) and the California Green Building Standards Code (CALGreen, Title 24, Part 11 of the California Code of Regulations). The California Energy Code provides energy conservation standards for all new and renovated commercial and residential buildings constructed in California. This Code applies to lighting, insulation, windows, and heating, ventilation, and air conditioning (HVAC) systems and provides guidance on construction techniques to maximize energy conservation. CALGreen sets targets for energy efficiency, along with, water consumption; diversion of construction waste from landfills; and use of environmentally sensitive materials in construction and design.

Local

Oxnard's 2030 General Plan contains goals and policies that support ongoing efforts to conserve energy. Those goals and policies are listed in Table 6 of Attachment B.

In 2013, the City adopted an Energy Action Plan (EAP) (City of Oxnard 2013), which evaluates the City's energy consumption and identifies energy conservation and production programs consistent with the 2030 General Plan goals and policies, utility company programs, and State and Federal legislation and

initiatives. The EAP includes a feasible target of a 10 percent reduction in total energy use of existing residential, commercial, and municipal buildings.

In 2023, the City adopted the Climate Action and Adaptation Plan (CAAP), which establishes a target to reduce greenhouse gas (GHG) emissions by 40 percent below 1990 levels by 2030, consistent with State law. The document presents an inventory of city-wide GHG emissions, and sets forth strategies and actions to reduce emissions and help the community adapt to a changing climate. In alignment with the EAP and the 2030 General Plan, the CAAP includes a 10 percent reduction in city-wide energy use of existing residential, commercial, and municipal buildings and 95% customer participation in CPA's 100% Green energy tier as primary strategies to achieving overall GHG reduction targets.

6.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant energy impact. A "no" response to all questions indicates that there would be no significant impact to energy.

1. Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?
2. Would the project conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

6.3 METHODS

Questions that should be considered in developing responses to the above thresholds include:

- Does the project conform to current energy conservation standards of Title 24 of the California Building Code, including the California Energy Code (Title 24, Part 6 of the California Code of Regulations, California's Energy Efficiency Standards for Residential and Nonresidential Buildings) and the California Green Building Standards Code (CALGreen, Title 24, Part 11 of the California Code of Regulations), or other applicable regulations?
- What are the total energy requirements of the project? Energy use can be estimated using CalEEMod or demand factors from energy providers. See further discussion below.
- Has the project been designed to minimize energy consumption through siting, orientation or design features? Does the project include energy conservation equipment? Project features should consider the energy efficiency of building designs, procurement of renewable energy from CPA or SCE, and be cross referenced with applicable programs within the City's CAAP to ensure consistency.
- Does the project reduce the need for personal vehicles through pedestrian or bicycle facilities, or mixed-use development?

To determine if a project would result in potentially wasteful, inefficient, or unnecessary consumption of energy resources, energy use can be estimated using CalEEMod or demand factors from energy providers and compared as a percentage of Ventura County and/or the energy provider's energy demand. For construction energy use, the total consumption of gasoline and diesel fuel can be estimated using the construction equipment used and their associated energy factors. For operational energy use,

CalEEMod contains estimates of electricity use and natural gas use, which can be converted to thermal units to determine energy consumption for projects. CalEEMod results from the Air Quality analysis can be used. To assist in obtaining electricity, natural gas, and diesel consumption estimates, consult the following databases as appropriate:

- California Energy Commission's California Energy Consumption Database
<http://www.ecdms.energy.ca.gov/Default.aspx>
- California Energy Commission's California Retail Fuel Outlet Annual Reporting (CEC-A15) Results
<https://www.energy.ca.gov/data-reports/energy-almanac/transportation-energy/california-retail-fuel-outlet-annual-reporting>

To determine if a project would conflict with or obstruct a State or local plan for renewable energy or energy efficiency, a project should be evaluated for consistency with energy reduction policies in the City's CAAP. To be consistent with the energy reduction policies of the City's 2022 CAAP, a project would need to demonstrate consistency with the following CAAP strategies:

- **B2– Electrify Buildings:** Adhere to Title 24 requirements for electrification of new buildings.
- **T1 – Expand Zero-Emissions-Vehicle (ZEV) Charging and Fueling Infrastructure:** Include EV-ready parking spaces.

Additionally, the analysis should identify if a project would provide alternative transportation facilities or be located in proximity to these facilities (i.e., bicycle lanes, sidewalks, transit stops), as a reduction in single occupancy vehicle trips results in less energy use. Check the project's proximity to Oxnard Transit Center or Gold Coast Transit bus stops. Determine availability of sidewalks and bicycle lanes, utilizing the City of Oxnard Bicycle and Pedestrian Facilities Master Plan.

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7. GEOLOGY AND SOILS

7.1 BACKGROUND

Oxnard is situated on the Oxnard Plain which is located near the western edge of the Transverse Range Province. The Coastal Mountains and the Sierra Nevada Range are located to the north and the peninsular ranges to the south. Local geologic conditions consist of coastal lowland areas that range in elevation from sea level to about 115 feet above sea level. These areas are comprised of alluvial deposits of silt, sands, and gravel, which extend to a depth of approximately 500 feet beneath the City. The history of alluviation is related to the Santa Clara River and its flood patterns. Beneath the alluvium lies the San Pedro formation (approximately 4,000 feet thick beneath the City), which consists of moderately indurated sandstones and conglomerates. The potential earthquake-induced hazards that may affect the City consist of fault rupture and strong ground motions, and the secondary effects of ground motion, such as liquefaction.

Coastal Wave and Beach Erosion

Development and shoreline use from Point Mugu to Point Conception have been attributed to the loss of natural sand beaches and resulting beach erosion problems. Man made structures such as breakwalls, piers, and oil platforms interrupt the natural cycle of sand being eroded and deposited along the shoreline. In response to the widespread impacts of beach erosion along the entire length of Southern California, the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) was formed. BEACON is a California Joint Powers agency established to deal with coastal erosion and beach problems on the Central Coast of California. Member agencies include the Cities of Carpinteria, Goleta, Oxnard, Port Hueneme, San Buenaventura, Santa Barbara, and the Counties of Santa Barbara and Ventura.

Damage to Oxnard Shores, Oxnard's beachfront homes, flooding, as well as loss of beach sand and formation of extensive dunes due to blowing sand are some of the problems associated with beach erosion in the City.

Excessive soil erosion (both beach and upland) can lead to damage of building foundations, roadways, dam embankments, and result in increased sedimentation to local drainage ways. Several locations within Oxnard are identified as areas easily susceptible to erosion processes. However, the development of structures consistent with local building regulations and the implementation of a variety of commonly used post-construction best management practices minimize the negative effects of erosion.

Paleontological Resources

Paleontological resources (fossils) are the remains and/or traces of prehistoric life. Fossils are typically preserved in layered sedimentary rocks and the distribution of fossils is a result of the sedimentary history of the geologic units within which they occur. Fossils occur in a non-continuous and often unpredictable distribution within some sedimentary units, and the potential for fossils to occur within sedimentary units depends on several factors. Although it is not possible to determine whether a fossil will occur in any specific location, it is possible to evaluate the potential for geologic units to contain

scientifically significant paleontological resources, and therefore evaluate the potential for impacts to those resources and provide mitigation for paleontological resources if they do occur during construction.

PRC Section 5097.5 prohibits excavation or removal of any “vertebrate paleontological site...or any other archaeological, paleontological or historical feature, situated on public lands, except with express permission of the public agency having jurisdiction over such lands.” Public lands are defined to include lands owned by or under the jurisdiction of the State or any City, county, district, authority or public corporation, or any agency thereof. Section 5097.5 states any unauthorized disturbance or removal of archaeological, historical, or paleontological materials or sites located on public lands is a misdemeanor.

Policies from the 2030 General Plan that relate to geology and soils are listed in Table 7 of Attachment B.

7.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates potentially significant geologic or soil impacts. A “no” response to all questions indicates there would be no significant impact related to geology or soils.

1. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:
 - a. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.
 - b. Strong seismic ground shaking?
 - c. Seismic-related ground failure, including liquefaction?
 - d. Landslides?
2. Would the project result in substantial soil erosion or the loss of topsoil?
3. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?
4. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?
5. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?
6. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

7.3 METHODS

Review the description of the proposed project, project site, and surrounding area. To assist in determining whether the project is located in an area of known or suspected geologic hazards, including landslide, lateral spreading, subsidence, liquefaction, and collapse, or contains paleontological resources, consult the following maps and databases as appropriate:

- California Department of Conservation's California Earthquake Hazard Zone Application
<https://www.conservation.ca.gov/cgs/geohazards/eq-zapp>
- California Department of Conservation's Oil and Gas Maps
<https://maps.conservation.ca.gov/oilgas/>
- Figure 6-1 of the General Plan Background Report
- Project-specific geotechnical report
- United States Geological Survey's Interactive U.S. Quaternary Fault Map
<https://www.usgs.gov/tools/interactive-us-fault-map>
- University of California Museum of Paleontology online collections database
<https://ucmp.berkeley.edu/collections/databases/>

Using the above information, conduct field research, published reports, or other appropriate maps or studies, as available, assess whether the project is located in an area susceptible to geologic hazards. Consider past episodes on site or in the surrounding area; steepness/height of slopes; physical properties of the soil; the presence of fill; or extraction of resources below the surface. Indications of high and very high levels of erosion hazard indicate known or suspected erosion hazard. Determine whether the project includes grading, clearing or excavation activities that could result in sedimentation and erosion impacts.

Considerations in determining the significance of impacts include:

- Is the project located in an area susceptible to unusual geologic hazards as designated on official maps and databases; historic episodes on site or in the surrounding area; or physical properties of the site prone to geologic hazard conditions?
- Would the project result in grading, clearing or excavation of more than 20,000 cubic yards of material on a slope of ten percent or more?
- Does the project include grading, clearing, or excavation activities in an area of known or suspected erosion hazard (based upon designation on official maps and databases)?
- Does the project site contain any distinct or prominent geologic or physical features that may be physically altered by project implementation?
- Is the site vacant or covered by surfaces that required little or no excavation or grading, such that there has been little surface or subsurface disturbance?
- How much grading, excavation, erosion, and increased human activity (e.g., opening of previously closed lands, new access routes) through sensitive areas would occur as part of the project?
- Could implementation of the project result in the disturbance of surface or subsurface fossils, either through site preparation, construction, or operational activities, or through an increase in

human activities at or near the fossil site?

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8. GREENHOUSE GAS EMISSIONS

8.1 BACKGROUND

Over the last century, human activities have released carbon dioxide and other GHGs faster than the ocean and plant life can absorb them. This increase in GHGs has affected the earth's energy balance and is a primary cause of global warming and climate change. While climate change is global, the effects and responses occur substantially at the local level and on a cumulative basis. The impacts of climate change pose an immediate and growing threat to Oxnard's public health, environment, and economy. Without appropriate actions, Oxnard will continue to experience increased likelihood of droughts, flooding, wildfires, heat waves, and air pollution. As such, it's essential for Oxnard to respond to climate change both through policies that promote adaptation and resilience and by significantly reducing GHG emissions.

GHG emissions are produced primarily from the burning of fossil fuels for energy production and for powering motor vehicles. The State of California, through both Executive Orders by the Governor and through legislation, has adopted a number of policies and programs intended to reduce GHG emissions, promoting Carbon Neutrality by 2045. These policies involve actions in a number of areas, including energy conservation and efficiency of building designs, increased use of renewable energy, and measures to reduce the use of motor vehicles through land use and transportation strategies that promote alternative means of travel.

CEQA acknowledges the role of long-range plans, such as general plans and climate action plans in addressing city-wide greenhouse gas emissions, and global climate change.

The City of Oxnard's 2030 General Plan includes a Sustainable Community chapter and contains numerous statements of goals, policies, and implementation measures that comply with the state direction to respond to the issue of GHG emissions and climate change. Policies are directed at improving energy conservation, and at reducing the consumption of energy for vehicle travel and other common urban purposes (i.e., the provision of water service, management of solid waste). In addition, the 2030 General Plan includes several policies to address the need for updated coastal planning in response to anticipated sea level rise.

The 2030 General Plan EIR concluded that development of Oxnard consistent with the land uses and policies in the General Plan would have a significant and unavoidable impact relative to the issue of GHG emissions and climate change. The impact statement is as follows:

Impact 5.7-6 The Project would potentially conflict with implementation of state goals for reducing greenhouse emissions.

Many of the goals and policies related to reducing GHG emissions through energy conservation and minimizing vehicle use also relate to reducing air pollution in general. The additional policies identified in the 2030 General Plan EIR, which apply to the issue of GHG emissions and climate change, are summarized in Table 8 of the City of Oxnard General Plan Goals and Policies (Attachment B).

The City of Oxnard adopted a CAAP in late 2022, which builds on the General Plan's climate and sustainability goals and policies. The CAAP identifies that climate change will impact Oxnard in terms of

extreme heat days, worsened air quality, extreme precipitation events, intense droughts, and sea level rise. The CAAP establishes the target to reduce GHG emissions 40 percent below 1990 levels by 2030, consistent with state law (SB 32). It also propels the City along a path to achieving deeper reductions consistent with the long-term goals represented by Governor's Orders S-3-05 in 2005 (80 percent below 1990 levels by 2050) and B-55-18 in 2018 (achieve statewide carbon neutrality by 2045). The CAAP presents an inventory of GHG emissions originating from the City, and sets forth strategies and actions to reduce emissions to help the community adapt to a changing climate. Utilizing GHG emissions data from 2018, 44 percent came from on-road transportation, while electricity, natural gas, and solid waste comprised an additional 51 percent of emissions. The remaining 5% includes emissions from off-road equipment and wastewater. Oxnard's goal for 2030 is to reduce community-wide GHG emissions to 499,894 MTCO₂e per year by 2030, which would occur as a result of both local actions and state measures. The CAAP includes strategies and implementation actions regarding clean energy, green buildings, transportation, land use, water conservation and reuse, water reduction and recycling, and nature-based solutions.

8.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to both of the following questions indicates a potentially significant impact with respect to GHG emissions. A "no" response to both questions indicates that there would be no significant impact with respect to GHG emissions.

1. Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?
2. Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHG?

8.3 METHODS

The vast majority of individual projects do not generate sufficient GHG emissions to directly influence climate change. However, physical changes caused by a project can contribute incrementally to significant cumulative effects, even if individual changes resulting from a project are limited. As a result, the issue of climate change typically involves an analysis of whether a project's contribution towards an impact would be cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects (CEQA Guidelines Section 15064[h][1]).

CEQA Guidelines Section 15064.4 recommends that lead agencies describe, calculate, or estimate GHG emissions of projects and consider several other factors that may be used in the determination of significance of GHG emissions from a project, including the extent to which the project may increase or reduce GHG emissions; whether a project exceeds an applicable significance threshold; and the extent to which the project complies with regulations or requirements adopted to implement a plan for the reduction or mitigation of GHG emissions.

CEQA Guidelines Section 15064.4 does not establish a threshold of significance. Lead agencies have the discretion to establish significance thresholds for their respective jurisdictions, and in establishing those thresholds, a lead agency may appropriately look to thresholds developed by other public agencies or suggested by other experts, as long as any threshold chosen is supported by substantial evidence (see CEQA Guidelines Section 15064.7[c]). The CEQA Guidelines also clarify that the effects of GHG emissions

are cumulative and should be analyzed in the context of CEQA's requirements for cumulative impact analysis (see CEQA Guidelines Section 15130[f]).

No applicable State regional agency has adopted a numerical significance threshold for assessing GHG emissions that is applicable to the project. Therefore, the City evaluates the significance of land use development projects' potential impacts with regard to GHG emissions and climate change solely on consistency with plans and policies adopted for the purposes of reducing GHG emissions and mitigating the effects of climate change.

In evaluating if a project could have a potentially significant impact from GHG emissions, the State recommends determining whether a proposed development would align with the California Air Resources Board (CARB) 2022 Scoping Plan by assessing if the project is consistent with the key project attributes identified in Table 3 of Appendix D of the CARB 2022 Scoping Plan. According to the CARB 2022 Scoping Plan, "projects that have all the key project attributes should accommodate growth in a manner consistent with State GHG reduction and equity prioritization goals." These attributes are detailed below.

Table 1 Key Project Attributes that Reduce GHG ²	
Priority Areas	Key Project Attribute
Transportation Electrification	Provides EV charging infrastructure that, at minimum, meets the most ambitious voluntary standard in the California Green Building Standards Code at the time of project approval
VMT Reduction	Is located on infill sites that are surrounded by existing urban uses and reuses or redevelops previously undeveloped or underutilized land that is presently served by existing utilities and essential public services (e.g., transit, streets, water, sewer)
	Does not result in the loss or conversion of natural and working lands
	Consists of transit-supportive densities (minimum of 20 residential dwelling units per acre), <u>or</u> Is in proximity to existing transit stops (within a half mile), <u>or</u> Satisfies more detailed and stringent criteria specified in the region's Sustainable Communities Strategy (SCS)

² California Air Resources Board (CARB) 2022 Scoping Plan, Appendix D

	Reduces parking requirements by: Eliminating parking requirements or including maximum allowable parking ratios (i.e., the ratio of parking spaces to residential units or square feet); <u>or</u> Providing residential parking supply at a ratio of less than one parking space per dwelling unit; <u>or</u> For multifamily residential development, requiring parking costs to be unbundled from costs to rent or own a residential unit
	At least 20 percent of units included are affordable to lower-income residents
	Results in no net loss of existing affordable units
Building Decarbonization	Uses all-electric appliances without any natural gas connections and does not use propane or other fossil fuels for space heating, water heating, or indoor cooking

The key attributes are geared towards mixed-use and residential projects; however, many of the key attributes would also apply to other uses. The CARB 2022 Scoping Plan states that “lead agencies may determine, with adequate additional supporting evidence, that projects that incorporate some, but not all, of the key project attributes are consistent with the State’s climate goal.” Therefore, the City may use discretion in determining the key attributes that are applicable to non-mixed use or residential uses. This may include providing alternative GHG reduction measures that result in similar or greater GHG reductions as compared to attributes not applicable to the project. Projects that are consistent with the CARB 2022 Scoping Plan’s key attributes can be assumed to have a less than significant impact from GHG emissions. If inconsistencies are identified, the project could have a potentially significant impact from GHG emissions.

9. HAZARDS AND HAZARDOUS MATERIALS

9.1 BACKGROUND

Background and methodology on addressing potential impacts related to wildland fires are discussed in Chapter 19, *Wildfire*.

Hazardous wastes generated by both residents and businesses within the City contribute to environmental and human health hazards. However, proper waste management and disposal practices can minimize public concern over toxicity and the contamination of soils, water, and the air. Locations known to contain hazardous materials or conditions include those facilities with operations that incorporate the use of underground or aboveground storage tanks. Additional facilities within the City include historical landfills, transfer stations, material recovery facilities, transformation facilities, waste tire sites, unpermitted dumps, and closed disposal facilities. The Halaco Superfund Site is located in the southwestern corner of Oxnard, along the Pacific coast. Remediation of the site is in process.

The City of Oxnard Fire Department administers the Certified Unified Program Agency / Hazardous Materials Ordinance and has regulatory authority over the local Underground Storage Tank Program. The Leaking Underground Storage Tank (LUST) Incident Report contains an inventory of reported leaking underground tank incidents and is compiled from data provided by the State Water Resources Control Board Leaking Underground Storage Tank Information System. LUST sites are predominately clustered around the City's primary transportation corridors, including Oxnard Boulevard, 5th Street, and Saviers Road and are predominantly associated with retail and commercial uses (e.g., gas stations, convenience stores, car washes). Additional sites are associated with local industrial and agricultural uses.

Airports within and in proximity to Oxnard include the Oxnard Airport and the Naval Base Ventura County, Point Mugu. Oxnard Airport is situated on 216 acres of land located west of Ventura Road and north of West Fifth Street. Oxnard Airport is served primarily by general aviation and commuter aircraft. As of 2019, Oxnard Airport was base to approximately 140 aircraft and 73,798 annual operations (Ventura County Department of Airports 2019). Development standards for projects located within the safety zones established by the Airport Comprehensive Land Use Plan Update for Ventura County (Ventura County Airport Land Use Commission 2000), are enforced in order to limit potential safety hazards from new developments in proximity to these airports.

Other potential hazards affecting the City include earthquake, geologic, flooding, tsunamis, coastal waves, noise, hazardous materials and potential terrorist acts. These hazards require an emergency response to inform the public and often generally redirect or evacuate residents to safer locations. City policies for safety and the evacuation of residents during a large-scale incident are managed through the Oxnard Fire Department. Transportation hazards involving Interstate Highways or California maintained facilities, such as State Routes, are managed through by Caltrans District 7, located in Los Angeles, with the California Highway Patrol usually the first to respond to the location of the hazard.

Key 2030 General Plan goals and policies are listed in Table 9 of Attachment B.

9.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant hazards or hazardous materials impact. A “no” response to all questions indicates there would be no significant impact with respect to hazards or hazardous materials.

1. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
2. Would the project create a substantial hazard to the public or the environment through reasonably foreseeable upset or accident conditions involving the release of hazardous materials into the environment?
3. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?
4. Would the project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a substantial hazard to the public or environment?
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?
6. Would the project impair implementation of or physically interfere with an adopted emergency operations plan or Ventura County Operation Area Response Protocol or City of Oxnard emergency evacuation protocols?
7. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

“Substantial” hazards related to chronic health risks (e.g., exposure to ongoing emissions of TAC) will normally include, but not necessarily be limited to exceedance of VCAPCD health risk public notification thresholds (Ten excess cancer cases in one million for cancer risk and a Hazard Index of more than 1.0 for non-cancer risk)

“Substantial” risk of upset hazards (e.g., a chemical spill) is defined by the criteria described in Table 2 through Table 4. Table 2 and Table 3 describe the criticality and frequency of potential upset hazards, while Table 4 uses these factors to determine whether a particular upset risk is significant. As indicated in Table 4, a significant risk would depend upon both the criticality and frequency of a potential event. The potential for minor events may not pose a substantial risk even if the potential frequency is relatively high, while the potential for more severe events may pose a substantial risk even if the potential for such events is rare.

Table 2 Criticality Classifications of Upset Hazards

Classification	Description of Public Safety Hazard
Negligible	No significant risk to the public, with no minor injuries
Minor	One or more minor injury, up to 3 severe injuries
Major	Up to 10 severe injuries

Severe	Up to 100 severe injuries or up to 10 fatalities
Disastrous	More than 100 severe injuries or more than 10 fatalities

Table 3 Frequency Classifications of Upset Hazards

Classification	Frequency and Description of the Event
Extraordinary	Has never occurred but could occur
Rare	Occurred on a worldwide basis, but only a few times
Unlikely	Is not expected to occur during the project lifetime
Likely	Would probably occur during the project lifetime
Frequent	Would occur once in a year on average

Table 4 Substantial Risk Matrix of Upset Hazards

Consequences	Classification				
	Extraordinary	Rare	Unlikely	Likely	Frequent
Disastrous (> 100 severe injuries or 10 fatalities)					
Severe (up to 100 severe injuries or 10 fatalities)					
Major (up to 10 severe injuries)					
Minor (> 1 minor injury, up to 3 severe injuries)					
Negligible (no minor injuries)					

Note: Incidents that fall in the shaded area of the risk matrix could be classified as significant.

9.3 METHODS

Review the description of the proposed project. Determine whether operation or construction would involve the use, generation, disposal, transport, or management of potentially hazardous or explosive substances (including, but not limited to, oil, pesticides, chemicals, or radiation) in sufficient quantities to

cause a potential hazard. If so, determine whether a quantified HRA or risk of upset evaluation is warranted. Emergency response and evacuation plans are required for businesses that use hazardous materials or involve a potential threatened release of acutely hazardous materials during operation or construction.

The following factors should be considered in developing a determination of significance related to risk of upset/emergency preparedness:

- If a project involves the use, manufacture or storage of toxic, readily combustible, or otherwise hazardous materials;
- The probable frequency and severity of consequences to people or property because of a potential accidental release or explosion of a hazardous substance;
- The degree to which the project may require a new, or interfere with an existing, emergency response or evacuation plan, and the severity of the consequences;
- The regulatory framework for the risk of upset/emergency preparedness;
- The degree to which project design would reduce the frequency or severity of a potential accidental release or explosion of a hazardous substance;
- The number of resources required to mitigate an emergency within the project;
- The probable frequency and severity of consequences to people from exposure to the health hazard; and
- The degree to which project design would reduce the frequency of exposure or severity of consequences of exposure to the health hazard.

The following factors should be considered in developing a determination of significance for impacts related to human health hazards:

- The regulatory framework for the health hazard;
- The probable frequency and severity of consequences to people from exposure to the health hazard; and
- The degree to which project design would reduce the frequency of exposure or severity of consequences of exposure to the health hazard.

A determination on if a site is located on the list of hazardous materials sites can be made by checking the following databases:

- U.S. Environmental Protection Agency CERCLIS Superfund Site Search
<https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm>
- State Water Resources Control Board GeoTracker: <http://geotracker.waterboards.ca.gov/>
- California Department of Toxic Substances Control EnviroStor database:
<http://www.envirostor.dtsc.ca.gov/public/>

A database search of hazardous materials sites can also be obtained from a company that compiles and maintains records of hazardous materials sites. For projects involving sites where it is suspected hazardous materials may be present in soil or groundwater, preparation of a Phase I Environmental Site Assessment (ESA) may be warranted in support of the environmental documentation. If a Phase I ESA identifies recognized environmental conditions (RECs), preparation of Phase II soil or groundwater sampling may be warranted to identify the extent of potential hazards and feasible methods to remediate any identified hazards.

For projects involving the generation of airborne hazards or that may be subject to airborne hazards, preparation of a HRA may be warranted. Such a study would typically quantify the extent of the potential health hazard and compare the identified hazard to City thresholds, as discussed in Section 3, *Air Quality*.

To assess if the project would result in an airport safety hazard or excessive noise related to airport proximity, the project site location should be compared to the Airport Comprehensive Land Use Plan Update for Ventura County (2000) to determine if the project would be located in an airport safety zone. Consider if the project is subject to Federal Aviation Regulations Part 77 and review by the Federal Aviation Administration. If the project is subject to Federal Aviation Regulations Part 77 and/or review by the Federal Aviation Administration, the project must comply with the design requirements of Federal Aviation Regulations Part 77 and/or the Federal Aviation Administration.

For Threshold 6, To determine if a project would impair implementation of an adopted emergency response plan or emergency evacuation plan, consult the most recent iteration of the Ventura County Multi-Jurisdictional Hazard Plan. Also consider whether the project would result in road closures, and if these road closures would occur on a route designated as an evacuation route by the Oxnard Fire Department or other emergency service provider. In addition, consider whether additional vehicle trips generated by the project would have the potential to interfere with emergency evacuation or response.

Wildland fires are discussed in Section 19, *Wildfire*.

10. HYDROLOGY AND WATER QUALITY

This section addresses hydrological and water quality. Water supply is addressed below in Section 18, Utilities and Energy.

10.1 BACKGROUND

The City falls within the Santa Clara River's 1,600 square mile watershed. The Santa Clara River is the primary surface water feature in the City and the longest free-flowing river in Southern California. The river is also one of the few remaining rivers in the area that remains in a relatively natural state. The total river length is approximately 70 miles, extending from its headwaters at Mount Pinos to the Santa Clara River Estuary adjacent to McGrath State Beach. The City is within the Los Angeles Regional Water Quality Control Board's Water Quality Control Plan (Basin Plan) for the region. The Basin Plan provides long-term standards and program guidance..

The City is located above the Santa Clara River Valley Groundwater Basin, Oxnard Plain Subbasin (Subbasin). The Subbasin is composed of two aquifer systems known as the Upper Aquifer System (UAS) and the Lower Aquifer System (LAS). The UAS consists of the Oxnard Aquifer and the Mugu Aquifer. The LAS is comprised of the Hueneme, Fox Canyon, and Grimes Canyon Aquifers. The majority of recharge that replenishes the Subbasin comes from surface water diversions of the Santa Clara River, which are directed to spreading basins in the Oxnard Forebay operated by the United Water Conservation District (UWCD). Water that recharges in the Forebay migrates throughout the Subbasin.

The Subbasin contains approximately 1,140 wells, of which 68 are water supply wells. Groundwater provides approximately 67 percent of the Subbasin's water supply (Groundwater Exchange 2020). The Subbasin was given a high prioritization due to long-term groundwater overdraft, saltwater intrusion, and subsidence. The Fox Canyon Groundwater Management Agency (FCGMA) developed a Groundwater Sustainability Plan (GSP) in December 2019 for the Subbasin to comply with the Sustainable Groundwater Management Act (FCGMA 2019).

Due to its low land profile, the City became a member of the National Flood Insurance Program (NFIP). The City also adopted a Master Plan of Drainage (2003) and a Floodplain Management Ordinance (OCC Chapter 18) to protect its residents and businesses, the southeastern areas, and central and north-central areas. Flooding in Oxnard caused by rainwater is most likely to occur in the winter months when Ventura County receives most of its precipitation. In general, most of Oxnard's rain falls between late January and mid-March. On average, rainfall in the Oxnard area increases sharply in early November and does not decrease until mid/late-March. High winds or tides can cause seawater surges resulting in coastal flooding beyond the high tide line. Wave action can directly impact seaside homes and infrastructure. Indirectly, wave action can cause beach and bluff erosion resulting in damage to seaside homes and infrastructure.

Given its location along the Pacific Ocean coastline, Oxnard could potentially be struck or impacted by a tsunami. A tsunami is a rapidly moving ocean wave or series of waves caused by earthquakes or undersea landslides. However, the 2022 Multi-Jurisdictional Hazard Mitigation Plan for Ventura County, California considers this a low-risk hazard to pose a remote threat to life and property in Ventura County

due to the low likelihood of occurrence. Since 1946, only seven major tsunamis have impacted the California coast, the most recent in 2011, which originated in Japan. Areas that are affected by flooding are also at risk for tsunamis. Oxnard's projected tsunami impact area extends inland from the shoreline approximately one mile.

The City's Channel Islands Harbor and Mandalay Bay could potentially be impacted by seiches. Seiches are oscillating waves in enclosed or partially enclosed bodies of water (e.g., lakes, bays, or gulfs) for varying lengths of time as a result of seismic or atmospheric disturbances.

Several dams are located at least 35 miles to the east and northeast of Oxnard within Ventura and Los Angeles counties. These include the Santa Felicia Dam at Lake Piru, the Castaic Lake Dam and the Pyramid Lake Dam. Oxnard is upstream along the Santa Clara River corridor, an area which is subject to inundation in the event of dam failure. Although the potential for a dam failure is considered low, should one or more of these dams fail, the entire City is located within the Dam Inundation Zone, also called Dam Failure Hazard Area. Damage to the City could be in the form of a wall of fast-moving water, mud, and debris. Residential and commercial buildings as well as critical facilities could be impacted by a dam failure.

The City is a participant with other local governments in the Ventura Countywide Stormwater Quality Management Plan. This is a comprehensive regional effort to implement federal and State requirements for reducing water pollution from uncontrolled stormwater runoff. This program defines the Best Management Practices applicable to management of stormwater runoff, and the prevention of dry weather runoff. It also establishes the design requirements for Low Impact Development to minimize the volume of stormwater discharge and pollutant levels originating from newly developed areas. Compliance with these principles by construction and land development projects that may affect stormwater quality in the City stormwater drainage system is a requirement of the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004004, Regional Permit Order No. R4-2021-0105, issued by the California Regional Water Quality Control Board, Los Angeles Region in 2021.

Discussions and background information related to hydrology and water quality are found in two chapters of the 2030 General Plan EIR. The Infrastructure and Community Services chapter addresses water quality issues that may be associated with wastewater treatment discharges or other discharges that may involve water pollution, including the management of stormwater discharges. The Safety and Hazards chapter addresses hydrology issues associated with flooding, affecting the 100-year flood plain, and potential development in these areas. For all issues within this topic, it was determined the application of existing statutory and regulatory requirements and compliance with existing City and agency programs would address potential significant impacts.

Policies from the 2030 General Plan that address issues related to hydrology and water quality are listed in Table 10 of Attachment B.

10.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a significant hydrologic or water quality impact. A "no" response to all questions indicates there would be no significant hydrology or water quality impact.

1. Would the project cause a violation of any adopted water quality standards or waste discharge or treatment requirements or otherwise substantially degrade surface or ground water quality?

2. Would the project substantially decrease groundwater supplies or interfere with groundwater recharge such that the project may impede sustainable groundwater management of the basin?
3. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:
 - a. Result in substantial erosion or siltation on- or off-site?
 - b. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?
 - c. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?
 - d. Impede or redirect flood flows?
4. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?
5. Would the project conflict with or obstruct implementation of the water quality basin plan for Oxnard in the "Los Angeles Region Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties", NPDES permits and associated local standards, or the FCGMA GSP for sustainable groundwater management?

10.3 METHODS

The key potential impact to water quality for most projects will relate to how a project complies with applicable stormwater Best Management Practices and Low Impact Development principles. Guidance from the Countywide Stormwater Quality Management Program identifies measures and requirements that apply to different kinds of projects (Ventura County Stormwater Quality Management Program 2018). Applicable federal, State, and local standards will typically be described and information demonstrating compliance with standards will be provided. Compliance with applicable NPDES permits and associated local standards and requirements will normally suffice to reduce water quality impacts to below a level of significance.

Impacts to hydrological and storm drain systems will also consider NPDES and associated local requirements pertaining to limiting increases in surface runoff. Again, compliance with applicable requirements needs to be demonstrated. For smaller infill projects that would not substantially increase impervious surface area, citing of requirements may suffice. For larger projects involving substantial changes in surface runoff and the need for on-site detention/retention, a preliminary hydrological study will normally be needed in support of the CEQA document.

Impacts to groundwater and consistency with the FCGMA GSP should be evaluated. The GSP can be found at the link below:

- <https://fcgma.org/groundwater-sustainability-plans-gsps/>

Estimated water use for a proposed project should be compared with the Oxnard Subbasin's groundwater storage, as well as the capacity for pile driving during construction to encounter and displace groundwater. Groundwater levels of the project site should be evaluated to determine whether groundwater dewatering would be required during construction. Construction and operation of a

proposed project should be quantitatively demonstrated to not substantially deplete groundwater or interfere with groundwater recharge.

The potential for flooding may be evaluated with the relevant FEMA FIRMs. Most recent FEMA FIRMs, updated in January 2021 show that significant portions of Oxnard, especially along the coast and Santa Clara River, face a one percent annual chance of flood discharge. In addition, Figure 2-1 in the 2030 General Plan Goals and Policies shows the approximate extent of the 100-year flood level in the beach and coastal areas, and how that level may change with rising sea level. Projects within the 100-year flood zone, tsunami hazard area, and seiche hazard area typically require flood insurance unless a Letter of Map Revision (LOMR) is approved by FEMA. The following websites provide information to determine whether a project site is in a hazard area:

- FEMA's National Flood Hazard Layer:
<https://www.fema.gov/flood-maps/national-flood-hazard-layer>
- California Department of Conservation's Tsunami Maps:
<https://www.conservation.ca.gov/cgs/tsunami/maps>

If a project would be located in a flood hazard area, tsunami hazard area, or seiche hazard area, the analysis should address project design features that would be implemented in order to reduce the potential for project inundation and release of pollutants. These design features should include minimum flood design requirements set forth by OCC Chapter 18, Article IV, *Provisions for Flood Hazard Reduction*.

Impacts related to conflicts with or obstruction of implementation of a water quality control plan or sustainable groundwater management plan are generally related to how a project complies with applicable stormwater Best Management Practices and Low Impact Development principles, and if a project's groundwater use would be substantial. The water quality control plan (basin plan) for Oxnard is the *Los Angeles Region Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties*, which can be accessed at the link below:

- https://www.waterboards.ca.gov/losangeles/water_issues/programs/basin_plan/

Similar to Threshold 1, compliance with applicable NPDES permits and associated local standards and requirements will normally suffice to be in compliance with a water quality control plan. Similar to Threshold 2, consistency with the FCGMA GSP should be evaluated to determine if the project would conflict with a sustainable groundwater management plan.

11. LAND USE AND PLANNING

11.1 BACKGROUND

Oxnard's historical land use pattern reflects the City's central location in the Oxnard plain with surrounding agriculture, as Oxnard grew in all directions from the original small town. Land within the City limits is currently classified into one of five broad categories: residential, commercial, industrial, open space, and other. Each of these categories is further subdivided into uses correlated with specific standards. With the exception of several high-rise buildings in north Oxnard, the City is characterized by one or two story residential and commercial buildings and several industrial areas. Most of the City's higher intensity development lies adjacent to primary thoroughfares such as U.S. Route 101, Gonzales Road, Rose Avenue, Rice Avenue, Oxnard Boulevard, Hueneme Road, Ventura Road, Victoria Avenue, Saviers Road, and in the central business district.

Beginning in the 1980s, the City planned its larger expansions by use of specific plans. Specific Plans in Oxnard are summarized in Table 5 below.

Table 5 Adopted and Proposed Specific Plans (as of 2024)

Specific Plan	Acreage	Land Use Mix
Northfield/ Seagate Business Park	252	Light Industrial, Limited Industrial
Mandalay Bay	220	Residential and Coastal Visitor Service
Rose-Santa Clara Corridor	204	Auto Sales and Service, Business Park, Retail Commercial, Commercial/ Manufacturing
Northwest Community	255	Residential, Golf Course
McInnes Ranch Business Park	235	Industrial, Business / Research, Industrial Service Centers
Northwest Golf Course Community	323	Golf course, Institutional, Residential, Public School
Northeast Community	856	Residential, Industrial, Commercial, Schools, Park, and Hospital
Riverpark	702	Residential, Commercial, Parks, Open Space, Schools
Camino Real Business Park	40	Business and Research, Light Industrial
The Village (Wagon Wheel)	63	Residential, Mixed Use, Commercial, Parks
Teal Club (proposed)	150	Residential, Commercial, Industrial, Park
Sakioka Farms	430	Business and Research, Light Industrial
Total	3,730	

Source: City of Oxnard Specific Plans 2024; Oxnard Community Development Department Staff 2024
[Specific Plan Map 11x17, Updated 03/12/24 \(oxnard.gov\)](#)

Key land use policies related to environmental protection are listed in Table 11 of Attachment B. Additional policies throughout the 2030 General Plan also related to land use decisions may apply on a case-by-case basis.

11.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a significant land use impact. A “no” response to all questions indicates there would be no significant impact with respect to land use.

1. Would the project physically divide an established community?
2. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating a significant environmental effect?

With respect to Threshold 1, formally adopted land use plans, policies, and regulations must be considered and inconsistencies with adopted policies may be considered significant environmental effects. Consistency with draft plans, policies, and regulations not yet adopted may also be discussed in CEQA documents for informational purposes, but inconsistencies with such plans, policies, and regulations typically would not be considered significant effects.

11.3 METHODS

Review the proposed project for consistency with the 2030 General Plan and other adopted environmental goals and policies. Potential areas of inconsistency include but are not limited to: land use type; height, bulk, design or density; waste or wastewater generation; resource consumption or degradation; and other plan policies relating to the physical environment. Use the most recent specific plan maps or zoning data to identify ordinances and plan areas pertaining to the project site. As appropriate, evaluate the 2030 General Plan and its elements, specific plans, LCP, Zoning Code, utility plans, and resource management plans. Consider whether policies are mandatory or guidance, and which agency has primary jurisdiction.

Review the description of the proposed project, including the proposed land use or activity, and the size, density and intensity of the operation. Noise, odor, signage, safety hazards, traffic or other impacts may indicate an incompatibility with existing adjacent or surrounding land uses or current zoning for those sites, if vacant. Also, consider the types of land uses surrounding the project site and the typical activities that occur at these sites compared to those that would occur at the project site. Indicate the presence or lack of buffers between the project site and adjacent land uses of other types. Note that a zone change required to implement the project may indicate a potential incompatibility with adjacent existing land uses. Review specific plans for urban design compatibility programs or regulations and their relevance to project design.

If the project includes elements such as a roadway, aboveground infrastructure or an easement, identify the existing land uses that would be removed or would be adjacent to the new infrastructure. Determine the duration of any disruption of the physical arrangement of an established neighborhood or community.

The following factors should be considered:

- Whether the proposed project is inconsistent with the adopted land use/density designation in the redevelopment plan or specific plan for the site
- Whether the proposed project is inconsistent with the 2030 General Plan or adopted environmental goals or policies contained in other applicable plans

- The extent of the area that would be impacted, the nature and degree of impacts, and the type of land uses within that area
- The extent to which existing neighborhoods, communities, or land uses would be disrupted, divided or isolated, and the duration of the disruptions
- The number, degree, and type of secondary impacts to surrounding land uses that could result from implementation of the proposed project

12. MINERAL RESOURCES

12.1 BACKGROUND

Important mineral/sand/gravel deposits are primarily located along the Santa Clara River channel, along U.S. Route 101 (Ventura Freeway) corridor and along the eastern edge of the City extending as far west as Oxnard Boulevard in several areas. Additional important mineral resources include oil and gas fields. The General Plan Background Report (City of Oxnard 2006: Section 5.6) contains an explanation of mineral resources, terms, and regulations that apply to mineral resources.

Areas of significant mineral deposits within the City are identified as MRZ-2 and MRZ-3 areas. MRZ-2 areas encompass the course of the Santa Clara River through the City and also a corridor of land along U.S. Route 101 from the Santa Clara River eastward to approximately Del Norte Avenue. MRZ-3 areas are located south of the Santa Clara River (west of U.S. Route 101) and a large area bordering State Route 1 through the center of the City.

Four oil and gas fields are located within the City. The West Montalvo Field includes the area along the coastline and upstream from the mouth of the Santa Clara River and currently contains 19 active wells, 55 idle wells, and 81 plugged and abandoned wells. The West Montalvo Field is the only local field to increase the number of active wells in recent years. The Santa Clara Avenue Field, located near Nyeland Acres, contains approximately 7 active oil and gas wells, 26 idle wells, and 4 plugged and abandoned wells. The Oxnard Field contains two active oil and gas wells, 120 idle wells, and 237 plugged and abandoned wells. The El Rio Field is located at the crossing of Ventura Freeway and the Santa Clara River and is entirely abandoned (DOC 2022).

The 2030 General Plan EIR did not identify any significant impacts related to mineral resources in the City. Policies from the General Plan that apply to mineral resources are listed in Table 12 of Attachment B.

12.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant mineral resource impact. A “no” response to all questions indicates there would be no significant mineral resource impact.

1. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?
2. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated in the Oxnard 2030 General Plan, specific plan, or other land use plan?

12.3 METHODS

In considering how the above issues apply to a proposed project, use maps showing the locations of identified mineral resources (for example, the General Plan Background Report, Figure 5-16). If a project

would occur within, or block access to, an area classified as MRZ-2 (areas that contain identified mineral resources) or known other potential mineral resource areas then it may have a significant impact

13. NOISE

13.1 BACKGROUND

The General Plan Background Report (City of Oxnard 2006: Section 6.4) provides overview and definitions related to noise and presents information on noise regulations and standards.

The main noise generators within the City consist of vehicular traffic along U.S. Route 101, other major roadways, the Oxnard Airport, the Union Pacific Railroad line, and a variety of stationary noise sources. Each of these noise sources is described in greater detail below.

Noise levels are commonly measured in decibels (dB) using the A-weighted sound pressure level (dBA). The A-weighting scale is an adjustment to the actual sound pressure levels so they are consistent with the human hearing response. Decibels are measured on a logarithmic scale that quantifies sound intensity in a manner similar to the Richter scale used to measure earthquake magnitudes. A doubling of the energy of a noise source, such as doubling of traffic volume, would increase the noise level by 3 dB; dividing the energy in half would result in a 3 dB noise reduction (Caltrans 2013).

Human perception of noise has no simple correlation with sound energy: the perception of sound is not linear in terms of dBA or in terms of sound energy. Two sources do not “sound twice as loud” as one source. It is widely accepted the average healthy ear can barely perceive changes of 3 dBA, increase or decrease (i.e., twice the sound energy); a change of 5 dBA is readily perceptible (8 times the sound energy); and an increase (or decrease) of 10 dBA sounds twice (half) as loud (10.5 times the sound energy) (Caltrans 2013).

Noise levels may also be reduced by intervening structures; the amount of attenuation provided by this “shielding” depends on the size of the object and the frequencies of the noise levels. Natural terrain features such as hills and dense woods, and man-made features such as buildings and walls, can significantly alter noise levels. Generally, any large structure blocking the line of sight will provide at least a 5-dBA reduction in source noise levels at the receiver (Federal Highway Administration [FHWA] 2017). Structures can substantially reduce exposure to noise as well. FHWA’s guidelines indicate modern building construction generally provides an exterior-to-interior noise level reduction of 20 to 35 dBA with closed windows.

Vehicle Noise

As in most typical urbanized areas, the most pervasive noise sources in the City are motor vehicles, including automobiles, trucks, buses, and motorcycles. The noise generated from vehicles using roads within the City is governed primarily by the number of vehicles, type of vehicles (mix of automobiles, trucks, and other large vehicles), and their speed.

The highest noise levels are adjacent to U.S. Route 101. Noise levels that would affect noise sensitive land uses such as residences, schools, and hospitals also occur along major arterials including Victoria Avenue, Channel Islands Boulevard, Ventura Road, and Oxnard Boulevard.

Railroad Noise

The Union Pacific Railroad line running across the City is the only railroad line utilized on a regular basis. The line enters the City at its eastern boundary, runs west along East Fifth Street to the Transportation Center where it turns north and runs adjacent to Oxnard Boulevard, and eventually crosses the northern City boundary at U.S. Route 101.

Several factors combine to produce railroad noises, including length of train, speed, grade, type of track, number of engines, and number of trips. The Union Pacific Railroad line operates approximately six trains in the City within a 24-hour period. Four trains are scheduled Amtrak passenger trains and the other two are non-scheduled freight trains that could pass through the City anytime during a 24-hour period. Ventura County Railroad Company operates an additional two trains that pass through the city within a 24-hour period. The older residential neighborhoods within the central portion of the City are subject to the greatest noise effects from local railroad activity, particularly the nighttime freight trains.

Aircraft or Airport

The greatest potential for noise intrusion occurs when aircraft land, take off, or run their engines while on the ground. There are three primary sources of noise in a jet engine: the exhaust, the turbo machinery, and the fan. The noise associated with general aviation propeller aircraft (piston and turbo-prop) is produced primarily by the propellers and secondarily from the engine and exhaust.

Aircraft noise affecting the City is primarily generated by Oxnard Airport and Naval Base Ventura County, Point Mugu. Oxnard Airport is situated upon 216 acres of land located west of Ventura Road and north of West Fifth Street. Oxnard Airport is served primarily by general aviation and commuter aircraft. As of 2019, the last year for which figures are available, Oxnard Airport was the base for approximately 140 aircraft and 73,798 annual operations (Ventura County Department of Airports, Oxnard Airport Economic Benefit Analysis, May 2019 -Oxnard Airport. <https://oxr-noise-study.airportstudy.net/>). As of October 2024, the Ventura County Department of Airports is in the process of preparing a Part 150 Noise Compatibility Study for the Oxnard Airport (OXR) in accordance with Title 14 of the Code of Federal Regulations, Part 150 (14 CFR Part 150). This study is a cooperative effort between the Ventura County Department of Airports and the Federal Aviation Administration (FAA). This Part 150 study, which is funded by a grant from the FAA, will include Noise Exposure Maps and a Part 150 Noise Compatibility Program for Oxnard Airport.

Naval Base Ventura County, Point Mugu is located within the jurisdictional boundaries of the County of Ventura. The property is also located within the Oxnard Planning Area. While no major established flight patterns pass over the City, infrequently used patterns do pass over residential areas of the City.

Camarillo Airport is also located within Ventura County. Camarillo Airport does not have any flight paths over the City (Ventura County Department of Airports 2011). However, the northeast portion of the City may experience noise generated by Camarillo Airport operations.

The 2030 General Plan EIR concluded buildout of the City in a pattern consistent with the 2030 General Plan would result in some instances where noise and related impacts would be significant and unavoidable. These include the following impacts:

Impact 6.4-2 The 2030 Plan could expose a variety of noise-sensitive land uses to traffic noise.

Impact 6.4-3 The Project could expose a variety of noise-sensitive land uses to railroad noise.

Impact 6.4-6 The Project could expose a variety of noise-sensitive land uses to excessive groundborne vibration or groundborne noise levels.

The 2030 General Plan EIR also concluded other potential noise impacts could be mitigated through the implementation of regulatory controls and measures present in the City Noise Ordinance and other policies. These issues included: Impact 6.4-1 related to temporary construction noise, Impact 6.4-4 related to changes in traffic patterns or locations of noise effects, and Impact 6.4-5 related to stationary noise sources, which are subject to regulation under the City Noise Ordinance.

Goals and policies in the 2030 General Plan related to noise are summarized in Table 13 of Attachment B

13.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a significant noise impact. A “no” response to all questions indicates there would be no significant noise impact.

1. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the Oxnard 2030 General Plan or noise ordinance, or applicable standards of other agencies?
2. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?
3. For a project located within the vicinity of a private airstrip or the airport land use plan for Oxnard Airport or within two miles of Naval Base Ventura County, Point Mugu, would the project expose people residing or working in the project area to excessive noise levels?

13.3 METHODS

Specific numerical noise criteria are not included in the 2030 General Plan but are referenced in the General Plan Background Report. As a general measure of compatibility, the standards presented in the General Plan Background Report (City of Oxnard 2006: Table 6-5) may be used. For residential and other sensitive uses, the maximum exterior Community Noise Equivalent Level (CNEL) considered compatible is 65 dBA. This standard should be used when evaluating noise from normal traffic corridors, railroad operations and airport operations on proposed land uses. Other standards for other uses are provided in the referenced table. General Plan Policy SH-6.7 also calls for the evaluation of peak noise levels along truck routes.

Activities associated with construction are exempt from the specific quantitative limitations in the City Noise Ordinance but are restricted to the hours between 7:00 a.m. and 6:00 p.m. on weekdays, including Saturdays (OCC Section 7-188[D]). Given the lack of City-defined construction thresholds, construction-related noise would be considered “substantial” when Federal Transit Administration (FTA) construction criteria are exceeded. The FTA provides reasonable criteria for assessing construction noise impacts based on the potential for adverse community reaction in their Transit and Noise Vibration Impact Assessment Manual (FTA 2018). For residential uses, the daytime noise threshold is 80 dBA Leq(8hr) for an 8-hour period. Construction noise would be significant if it exceeds this threshold or occurs outside of the hours specified in the OCC. To address construction-related noise issues, review the

description of the proposed project, including information on construction activities. Consult a map showing the location of noise sensitive uses within 500 feet of the project site when assessing construction noise impacts. Noise sensitive uses include: residences, transient lodgings, schools, libraries, churches, hospitals, nursing homes, auditoriums, concert halls, amphitheaters, playgrounds, and parks.

To determine noise impacts from increased trips on roadways basic noise principles should be applied. As stated previously, a doubling of the energy for a noise source would increase the noise level by 3 dB. Therefore, the doubling of traffic volume on a roadway would increase the noise level by 3 dB. Because the average human ear can perceive changes of 3 dBA, if a project results in the doubling of traffic on a roadway there may be an operational noise impact.

Operational activities are subject to the City Noise Ordinance and the exterior noise limits set forth in OCC Section 7-185, shown in Table 6³. If operation of a project would be expected to generate noise in excess of Noise Ordinance limits or introduce a use that may be subject to noise exceeding Noise Ordinance limits, a significant impact may occur.

Table 6 Exterior Sound Standards			
Sound Zone	Type of Land Use	Allowable Exterior Sound Level	
		7:00 a.m. to 10:00 p.m.	10:00 p.m. to 7:00 a.m.
I	Residential	55	50
II	Commercial	65	60
III	Industrial	70	70
IV	As identified in Figure IX-2 of the 2020 General Plan		

(A) Sound Zone I includes residential properties zoned: R-1, R-2, R-3, R-4, R-B-1, R-W-1, R-W-2, R-2-C, R-3-C, MH-P, MHP-C, R-P-D, CPC, R-BF, CBD, C-O, C-1, C-2, CVC, CNC, BRP, HCI, and any of the above zones with a PD suffix
 Sound Zone II includes commercial properties zoned: C-1, C-2, CBD, CVC, CNC, BRP, RP, RC, HCI, and any of the preceding zones with a PD suffix
 Sound Zone III includes industrial properties zoned: M-L, M-1, M-2, M-P-D, CR, CDI, EC, COD, and any of the preceding zones with a PD suffix
 Sound Zone IV includes all properties within the contours around a roadway, railroad track, or the Oxnard Airport, as identified in Figure IX-2 of the 2020 City of Oxnard General Plan

(B) Each of the sound levels specified shall be reduced by five dBA for impulse sound and simple tone noise, or for sounds consisting of speech or music, provided, however, that if the ambient sound level exceeds the allowable exterior sound level, the ambient sound level shall be the standard.

(C) No person at any location within the City shall create, maintain, cause or allow any sound on property which causes the sound level, when measured on any other property, to exceed:

- (1) The allowable exterior sound level for a cumulative period of more than 30 minutes in any hour;
- (2) The allowable exterior sound level plus five dBA for a cumulative period of more than 15 minutes in any hour;
- (3) The allowable exterior sound level plus ten dBA for a cumulative period of more than five minutes in any hour;
- (4) The allowable exterior sound level plus 15 dBA for a cumulative period of more than one minute in any hour; or
- (5) The allowable exterior sound level plus 20 dBA for any period of time.

(D) In the event the ambient sound level exceeds any of the first four sound level categories in subsection

(E) above, the allowable exterior sound level applicable to the category shall be increased to reflect ambient sound level. In the event the ambient sound level exceeds the fifth category, the maximum allowable exterior sound level under the category shall be increased to reflect the maximum ambient sound level.

(F) If the measurement location is on a boundary between two different sound zones, the lower allowable exterior sound level applicable to the sound zone shall apply.

Source: OCC Section 7-185. Exterior Sound Standards

³ Construction noise is exempt from these standards if they occur between 7:00 a.m. and 6:00 p.m. on weekdays, including Saturday, per OCC Section 7-188.

In addition to exterior sound standards, interior sound standards apply to all residential properties within all sound zones. In accordance with OCC Section 7-185, the allowable interior sound level from 7:00 a.m. to 10:00 p.m. is 50 dBA and from 10:00 a.m. to 7:00 a.m. is 45 dBA. There are additional standards relating to both exterior and interior sound standards regarding impulse and simple tone noise, cumulative periods of time, locations on a boundary between sound zones, and continued sound sources.

The Caltrans (2020) *Transportation and Construction Vibration Guidance Manual* should be used to determine a potential impact to local land uses from vibration from construction activities. Maximum vibration limits are recommended by the American Association of State Highway and Transportation Officials (AASHTO). Based on AASHTO recommendations, limiting vibration levels to below 0.4 inches per second peak particle velocity (PPV) at residential structures would prevent structural damage⁴ These limits are applicable regardless of the frequency of the source. However, potential human annoyance associated with vibration is usually different if it is generated by a steady state or a transient vibration source. The vibration level threshold at which transient vibration sources (such as construction equipment) are considered to be distinctly perceptible is 0.24 inches per second PPV.

14. POPULATION AND HOUSING

⁴ Plastered walls are indicative of construction processes that have not been common for over 100 years. Therefore, projects constructed near historic buildings may require additional mitigation to prevent vibratory impacts.

14.1 BACKGROUND

On January 1, 2024, the City of Oxnard had an estimated population of 197,536 and was the 21st most populous city in California with a density of over 5,038 persons per square mile (Department of Finance [DOF] 2024). Table 7 presents summary population and density data for the City and Ventura County. The City's population makes up approximately 24 percent of the overall county population.

Table 7 Population: City of Oxnard and Ventura County

	City of Oxnard	Ventura County
1990 Population (Census Bureau)	142,216	669,016
2010 Population (Census Bureau)	197,899	823,318
2020 Population (Census Bureau)	207,722	845,599
2024 Population (DOF 2024)	197,536	823,863
Percentage Population Change (2020-2024)	- 4.90%	-2.57%
Land (Square Miles)	39.21	2,208
Population Density per Sq. Mile (2024)	5,038	373

Source: City of Oxnard General Plan Background Report, 2006; Ventura County ND; 1995, 2017 and 2020 U.S. Census, and 2024 California Department of Finance E-5 City/County Population and Housing Estimates

The DOF estimated the City had 57,673 housing units as of January 1, 2024. Of this total, 31,148 were single-family detached (54 percent), 6,139 were single-family attached (11 percent), 3,871 were in structures with 2 to 4 units (7 percent), 14,008 were in structures with five or more units (24 percent), and 2,507 were mobile homes (4 percent). About one percent of the population lives in Group Homes, such as nursing homes.

The 2030 General Plan includes policies related to population and housing, summarized in Table 14 of Attachment B.

14.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions would typically indicate a potentially significant impact. A "no" response to all questions indicates there would be no significant impact related to population or housing.

1. Would the project induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?
2. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?
3. Would the project result in a net loss of decent, safe and sanitary housing units (as defined under 24 CFR § 880.201) that are restricted to be affordable, through demolition, conversion, or other means, that may necessitate the development of replacement housing or result in impacts

associated with displacement of at-risk households (e.g. overcrowding, exposure to the elements)?

14.3 METHODS

Review the description of the proposed project and the surrounding area. Determine whether the project includes a General Plan amendment and identify the potential to induce substantial growth. General Plan amendments that could result in an increase in population are those for which the population associated with the project site would exceed the population forecast in the 2030 General Plan after buildout to the maximum amount permitted under the General Plan amendment. The potential to induce substantial growth that may have significant physical environmental effects may be indicated by the introduction of a project in an undeveloped area or the extension of major infrastructure. Examples of major infrastructure systems include major roads, highways, or bridges; major utility or service lines; major drainage improvements; or grading that would make accessible a previously inaccessible area. Consider the indirect population growth that could occur from new employment opportunities of a project.

Review the project description and determine the number and type of housing units that would be eliminated and/or added as a result of the project. Calculate the net change in the number of habitable housing units, as well as units affordable to very low- or low-income households. In addition to direct conversion or demolition, affordable units can be lost through conversion to market rate units. Calculate the total population that could be supported by housing that would be added as a result of the project.

The following factors should be considered in making a determination of significance:

- If implementation of the proposed project cause the 2030 General Plan area to exceed the projected growth in population, housing, or employment for the year of project occupancy/build out
- The degree to which the project would cause growth (i.e., new housing or employment generators) or accelerate development in an undeveloped area that exceeds projected/planned levels for the year of project occupancy/build out, and would result in an adverse physical change in the environment
- Whether the project would introduce unplanned infrastructure not previously evaluated in a specific plan area, the 2030 General Plan, or within the City's Capital Improvement Plan (CIP)
- The extent to which growth would occur without implementation of the project
- The total number of residential units to be demolished, converted to market rate, or removed through other means as a result of the proposed project, in terms of net loss of market-rate and affordable units
- The current and anticipated housing demand and supply of market rate and affordable housing units in the project area
- The land use and demographic characteristics of the project area and the appropriateness of housing in the area

- Whether the project is consistent with City housing goals and policies in the City's adopted Housing Element, including Housing and Neighborhood Conservation and Affirmatively Furthering Fair Housing.

15. PUBLIC SERVICES AND RECREATION

15.1 BACKGROUND

Local public services are described below.

Schools

The City of Oxnard is served by four elementary school districts and one high school district. Each school district is described below:

Hueneme Elementary School District

The Hueneme School District educates K-8 students housed in nine elementary schools and two junior high schools. Educational services are provided to Port Hueneme and the southwestern portion of the City. Of the District's 11 facilities, seven are located within the City.

Oxnard School District

The Oxnard School District is an elementary school district serving grades K-8 within central Oxnard. The District operates 16 elementary schools, four middle schools, and one special education facility. The Oxnard School District serves most of the urban portions of the City south of U.S. Route 101 and north of Port Hueneme.

Ocean View School District

The Ocean View School District boundary encompasses 80 square miles from the Pacific Ocean to inland Oxnard and from the Los Angeles County line near Malibu north to Port Hueneme. Providing services in a mostly rural area, the District operates three elementary schools and one middle school. District buses travel more than 750 miles per day, providing transportation for more than 80 percent of the District's enrollment with approximately one-third of the total enrollment residing at Naval Base Ventura County. All facilities within the Ocean View School District are located within the City.

Rio Elementary School District

Serving the northern Oxnard and El Rio areas, Rio Elementary School District facilities include six elementary schools and one junior high school in the City.

Oxnard Union High School District

Providing educational services since 1901, the Oxnard Union High School District serves the cities of Camarillo, Oxnard, and Port Hueneme. The District operates comprehensive high school campuses, one continuation high school, and various alternative educational programs. Seven of the District's facilities are located within Oxnard. The remaining facilities are located in Camarillo.

Fire Prevention and Response

The Oxnard Fire Department provides a full range of emergency and non-emergency services to the community. The mission of the Oxnard Fire Department is to safeguard our community and their interests by providing emergency and community-based service, motivated by compassion and professionalism. The Oxnard Fire Department is currently rated as a Class 2/2X fire department by the Insurance Services Office. The Insurance Services Office rating evaluates the fire department, the City's water system, and the Department's communication capabilities. The Insurance Services Office rating is important to communities since most property insurance companies determine the fire risk portion of property insurance premiums on the City's Insurance Services Office rating. The City was last rated by the Insurance Services Office in 2024. Although commercial businesses might see benefits in a Class 1 rating, residential structures would not (City of Oxnard 2011a). As of 2024, the staffing ratio is one firefighter per approximately 5,447 residents, and the eight fire stations serve approximately 26,000 residents per station. The City's ratio of 0.58 firefighters per 1,000 residents is below the national average of 1.72 firefighters per 1,000 residents and below the State average of 1.0 per 1,000 residents (National Fire Protection Association 2020). As shown in Table 8, the eight fire stations throughout the City consist of daily staff of 40 firefighters. Equipment currently used by the Oxnard Fire Department includes 2 command units, 8 engine company vehicles, 2 truck company vehicles, 2 Rescue Squads, 1 Hazmat, 1 USAR, 1 light and air vehicle, and 1 ocean rescue vehicle.

Table 8 Oxnard Fire Department Station Locations

Fire Station	Address	Equipment	Battalion
81	419 S K St, Oxnard CA 93030	Engine Company, Truck Company	80
62	531 E Pleasant Valley Rd, Oxnard CA 93033	Engine Company	60
63	150 Hill St, Oxnard CA 93033	Engine Company	60
84	230 W Vineyard Ave, Oxnard CA 93036	Engine Company	80
85	1450 Colonia Rd, Oxnard, CA 93030	Engine Company, Light & Air	80
66	2601 Peninsula Rd, Oxnard, CA 93035	Engine Company, Squad, Ocean Rescue	60
87	3300 Turnout Park Cr, Oxnard, CA 93036	Engine Company, Hazmat Battalion Chief	80
68	3000 S Rose Avenue, Oxnard, CA 93033	Engine Company, Truck Company, Squad, USAR Battalion Chief	60

Source: Oxnard Fire Department 2022.

Law Enforcement

Within the City limits, law enforcement and police protection services are provided by the Oxnard Police Department. In the unincorporated area, the Ventura Sheriff's Department provides patrol services, and the California Highway Patrol provides traffic control on U.S. Route 101. As of 2024, 242 sworn officers and 127 civilians provided law enforcement services in the City. The Oxnard Police Department headquarters is located at 251 South S Street.

Parks and Recreation

The City of Oxnard offers a variety of recreational opportunities through the Cultural & Community Services Department and parks and facilities under the Public Works Department. The City of Oxnard Public Works Department currently maintains over 523 acres within the 53 existing parks, along with almost 2 linear miles of beaches. This equals a parkland to population ratio of 8.1 acres/1,000 residents (City of Oxnard Parks & Recreation Master Plan 2021).

In addition, the City offers a wide variety of youth and adult recreational programs designed to meet the needs of residents of all ages. Programs include: After School Program, Mobile Activity Center (MAC), Oxnard Police Activities League (PAL), and the City Corps Program. The City maintains eight community facilities providing a variety of programs and services to the community. The City also provides specialized services for youth and senior residents at its three Youth Centers and three Senior Centers.

Libraries

The Oxnard Public Library (OPL) provides library services throughout the City at three locations: Downtown Main Library, South Oxnard Center Branch Library, and the Colonia Branch Library. Overall, the OPL has nearly 400,000 items in its collection and approximately 95,560 square feet of library space (72,000 square feet at the Downtown Main Library, 23,000 square feet at the South Oxnard Branch Library and 560 square feet at the Colonia Branch Library). The State of California library standards are a goal of 0.5 square feet of library facility per resident. The American Library Association minimum standard for public library space is 1.0 square feet per resident.

Table 15 in Attachment B summarizes the 2030 General Plan goals and policies related to public services and recreation.

15.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant public service or recreation impact. A "no" response to all questions indicates there would be no significant impact with respect to public services or recreation.

1. Would the project increase demand for fire protection service such that new or expanded facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?
2. Would the project increase demand for law enforcement service such that new or expanded facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?

3. Would the project increase demand for schools such that new or expanded facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?
4. Would the project increase the use of existing park facilities such that new or expanded park facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?
5. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?
6. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?
7. Would the project increase the need for or use of existing libraries or other public facilities such that substantial physical deterioration of the facilities would occur or be accelerated?

15.3 METHODS

The following questions should be considered in the analysis:

- Is the project site outside the current service area of fire protection/emergency medical response/law enforcement providers?
- Would the project increase the demand for emergency services that would require expansion of existing fire/police facilities?
- Would the project directly affect existing or planned recreation or park services and/or facilities due to the project's proximity to, or expected usage of, those facilities or services?
- Would the project increase demand for parks or recreation facilities/services such that new or expanded facilities/services are needed?
- Would the project increase demand for school services anticipated at the time of project buildout compared to the expected level of service available, considering, as applicable, scheduled improvements to school district services (facilities, equipment and personnel) and the project's proportional contribution to the demand?
- Would accommodation of the increased demand require construction of new facilities, a major reorganization of students or classrooms, major revisions to the school calendar (such as year-round sessions), or other actions which would create a temporary or permanent impact on the school(s)?

With respect to schools, estimate the new students generated by the project based on students/household factors provided by local school districts and compare the number of new students to available school capacity (overall capacity minus current school enrollment). Also, determine whether a project may affect operations at an existing school (e.g., by placing a noise-generating facility near an existing school and disrupting school activities). With respect to schools, Section 65995(h) of the California Government Code states payment of statutory school impact fees "...is deemed to be full and

complete mitigation of the impacts of any legislative or adjudicative act, or both, involving, but not limited to, the planning, use, or development of real property, or any change in governmental organization or reorganization.” Consequently, even when a project may contribute to an exceedance of local public school capacity, its impact may not be significant under CEQA. Therefore, information about how a project may affect school capacity will normally be provided for informational purposes only.

For emergency medical response/law enforcement, use appropriate service generation factors or input from service providers to determine the anticipated demand of the project for these public services. Determine whether the increase in demand is within the capabilities of existing facilities or whether new or expanded facilities would be needed. The need for new personnel would constitute a potentially significant environmental impact only if the need for new personnel may necessitate the construction of new facilities or expansion of existing facilities, the construction of which may have significant environmental effects. In addition, pursuant to OCC Chapter 15, Article VI, a developer is required to pay the City’s Growth Requirement Capital Fee to fund additional government and public safety facilities.

Fire protection analysis should include the following in relation to the project location: Oxnard Fire Department station locations, Fire Department truck and engine company service areas, Fire Department demand for service, project size and configuration, wildfire hazard areas, fire hydrant service areas, and estimated response times. When determining response distance consider the actual travel distance with a focus on intersections that provide access to the project. Determine areas with inadequate access in consultation with the City Fire Department and City Planning Department. Check the project description for evidence of use, manufacture or storage of toxic, readily combustible, or otherwise hazardous materials. Pursuant to OCC Chapter 15, Article VI, a developer is required to pay the City’s Growth Requirement Capital Fee to fund additional government and public safety facilities. A project would normally have a significant impact on fire protection if it requires the addition of a new fire station or the expansion, consolidation or relocation of an existing facility to maintain service.

For recreation and park facilities, estimate demand based on standard factors and/or input from service providers. Compare this demand to the facility capacity and/or established service ratio goals of the 2030 General Plan or the 2021 Parks Master Plan. Based on this information, determine whether new or expanded facilities would be needed to maintain or achieve desired service levels. Pursuant to OCC Chapter 15, Article VI, a developer is required to pay the City’s Growth Requirement Capital Fee to fund additional recreational facilities.

For libraries, evaluate if/how many residents facilitated by the proposed project would be accessing the OPL. Developers of a project would be subject to the City’s Growth Requirement Capital Fee, which requires new construction pay fees per dwelling unit or per 1,000 building square feet of non-residential space that would fund improvements and expansions to government facilities and cultural and recreational facilities such as libraries.

16. TRANSPORTATION AND CIRCULATION

16.1 BACKGROUND

Descriptions of the roadway network, transit service, bicycle path network, and other transportation components are provided in the General Plan Background Report (Section 4.2). This material includes a description and map of the various functional classifications for roadways in the City. Existing traffic Levels of Service (LOS) for many roadways are also listed, along with the identification of those roadways considered to be deficient with respect to their LOS. LOS is not considered for transportation impacts with respect to CEQA. Movement of goods by truck and rail is also addressed in the General Plan Background Report (Section 4.2.3). Passenger rail service (Section 4.2.4) and transit service (Section 4.2.5) are also described.

Non-motorized transportation (bicycle and pedestrian movement) is also described in the General Plan Background Report (Section 4.2.6) and additional information is provided in the City Bicycle & Pedestrian Facilities Master Plan.

The 2030 General Plan EIR provides additional information related to traffic and transportation systems, and concluded that implementation of the General Plan would result in significant and unavoidable traffic impacts:

Impact 4.2-1 The Project would result in five intersections operating below LOS C

In all other respects, the 2030 General Plan EIR concluded that traffic and transportation effects would be less than significant.

All of the goals and policies cited in the 2030 General Plan EIR as being related to traffic and circulation are from the Infrastructure and Community Services chapter of the 2030 General Plan Goals and Policies. These are summarized in Table 15 of Attachment B.

On September 27, 2013, Governor Jerry Brown signed SB 743 into law. The primary purpose of SB 743 was to eliminate LOS as a basis for determining significant transportation impacts under CEQA. In response to SB 743, the Governor's Office of Planning and Research (OPR) selected vehicle miles traveled (VMT) as the appropriate metric for evaluating transportation impacts in accordance with CEQA. VMT is the number of miles driven by a vehicle, typically the total on an average day. The total VMT for a day would include all trips made by a driver in a vehicle. For example, a resident may drive to their job, drive to lunch, drive back to their office, and drive home at the end of the day. Adding all of the miles together for the day would be the daily VMT for that driver. VMT impact analysis consistent with SB 743 ultimately compares the estimated VMT of a project with the average VMT for a broader geographic area (such as a city, county, subregion, or region), and if a project has average VMT that is lower than the region, it may not be considered to have a transportation impact. The 2030 General Plan EIR was certified prior to SB 743 being signed into law, and therefore the 2030 General Plan EIR does not include an analysis of VMT.

Two types of projects, land use development projects and transportation infrastructure projects, are affected by SB 743:

- **Land Use:** Development projects and area plans (e.g., General Plan or Housing Element) will continue to require a transportation impact analysis. However, transportation impact studies conducted as part of the CEQA process will now be required to base project impacts on VMT.
- **Transportation Infrastructure:** Prior to SB 743, transportation projects that had the potential to worsen vehicle delays, such as narrowing a roadway to provide bicycle lanes, may result in an environmental impact under CEQA. With SB 743 in place, transportation projects that promote travel by non-auto modes are no longer considered to result in an environmental impact. Roadway widening projects need to be reviewed for potential impacts from increasing VMT.

16.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant impact related to transportation and circulation. A “no” response to all questions indicates that there would be no significant impact with respect to transportation and circulation.

1. Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
2. Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b) for analyzing transportation impacts?
3. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?
4. Would the project result in inadequate emergency access?

With respect to consistency with CEQA Guidelines Section 15064.3 (Threshold 2 above), VMT thresholds for projects and plans in the City and example projects that may exceed these thresholds are provided in Table 9.

Table 9 VMT Thresholds of Significance and Example Projects That May Exceed VMT Thresholds

Project Type	Threshold for Determination of Significant VMT Impact	Project Example(s)
Residential Project	Project exceeds 15% below the Ventura County Existing VMT for home-Based VMT per capita.	Single- or multi-family market rate residential development project located in a high or moderate Home-Based VMT per Capita area. These areas are depicted as the Red or Yellow areas of the current Residential Low VMT screening map. (See Attachment C)

Employment (Commercial or Industrial) Project	Project exceeds 15% below the Ventura County Existing VMT for Home-Based Work VMT per employee.	Office (general and/or medical/dental) projects, manufacturing and warehousing projects, fulfillment and distribution center projects located in the Red or Yellow area of the most recent Employment VMT screening map. (See Attachment C)
Regional Retail Project	Project results in a net increase in total VMT in comparison to the existing condition.	Retail projects larger than 50,000 square feet, such as malls, big box retail, and large shopping centers.
Mixed-Use Projects	Evaluate each project land use component separately using the criteria above. If either the residential or office/commercial component of a mixed-use project fails to meet any of the VMT screening criteria listed in Table 10, then VMT analysis must be conducted for the project components that cannot be screened.	Mixed-use project featuring residential, office, and/or retail components located in Red or Yellow area of respective current Residential Low VMT screening map or Employment VMT screening map area.
Land Use Plans	Plan exceeds 15% below the Ventura County Existing VMT for Total VMT per service population.	City of Oxnard Specific Plans or General Plan.
Other Land Use Types	The project applicant should coordinate with the City of Oxnard to determine the appropriate methodology/threshold for analyzing the VMT impacts of land uses not listed above.	Special generators, such as an aquatics center, regional park or amusement park.
Transportation Projects	Project results in a net increase in VMT in the study area in comparison to existing conditions.	Construction of a new roadway or additional vehicle travel lanes.

16.3 METHODS

The Traffic Engineering and Operations section of the Development Services Department has specific requirements for traffic impact studies which are part of determining specific traffic impact fees for new development. Evaluations in an IS or EIR performed for CEQA purposes should be coordinated with the Traffic Engineering and Operations section.

Temporary construction-related traffic impacts are not typically subject to the City's VMT thresholds, but construction traffic may be considered for large projects with the potential to disrupt traffic patterns. For such projects, review project construction plans to determine whether construction activities would result in street closures, blocked access, or the loss or relocation of transit stops. Identify and transportation controls needed to minimize temporary disruption of transportation facilities. Contact the Traffic Engineering and Operations section for assistance.

OPR has provided guidance related to several opportunities for screening out projects from requiring a detailed VMT analysis. Table 10 provides a summary of VMT screening criteria for projects in the City. A project should be reviewed to determine if it satisfies any screening criteria below. A project only needs to satisfy the screening criteria for one of the screening categories to be exempt from requiring further VMT analysis. A project that meets one of the screening criteria below is presumed to have a less than significant VMT impact.

Table 10 VMT Screening Criteria

Screening Criteria	Project Requirements to Meet Screening Criteria
Project Size	A residential or office project that generates 110 or fewer daily trips. See Table 3 in Attachment C for examples of land use that generally generates 110 daily trips or less.
Locally Serving Project	A project that has locally serving retail uses that are 50,000 square feet or less. Locally serving retail is retail development that generally improves the convenience of shopping close to home, such as specialty retail, shopping center, grocery store, pharmacy, day care centers, financial services/banks, fitness center or health club, restaurant, and café. This screening criteria may also include locally serving uses such as locally serving assembly uses (places of worship and community organizations) and locally serving community institutions such as K-12 schools, public libraries, fire stations, local government, local parks and similar uses. For non-retail uses that are local serving, evidence should be provided to City staff to substantiate the local serving nature of a project. If the project contains other land uses such as housing or larger retail centers, those uses need to be considered under one of the other screening criteria below.
Project Located in a Low VMT Area	A residential or office project that is located in an area that is already 15% below the Ventura County Existing VMT for home-based VMT (residential) or home-based work VMT (employment; See VMT screening maps in Attachment C for residential and employment projects – Zones colored in blue are already 15% or more below the Ventura County Existing VMT). For mixed-use projects that include both residential and office/commercial land uses, all project land uses should be evaluated against both low VMT screening thresholds.
Transit Proximity	A residential, office, or retail project that is located within a ½ mile of the Metrolink station or within a ½ mile of a bus stop with service frequency of 15 minutes or less during commute periods (PRC § 21064.3). In addition, the project shall have all of the following characteristics: ▪ A floor Area Ratio (FAR) of 0.75 or greater ▪ Is consistent with the applicable current SCAG SCS (as determined by the City)

	▪ Does not provide more parking than is required under the City of Oxnard Municipal Code or Specific Plan parking requirements ▪ Does not replace affordable housing units with moderate or high-income residential units
Affordable Housing	A residential project that provides affordable housing units; if part of a larger development, only those units that meet the definition of affordable housing satisfy the screening criteria.
Transportation Facilities	Transportation projects that promote non-auto travel, improve safety, or improve traffic operations at current bottlenecks. Such transportation projects include mass transit, bicycle and pedestrian facilities, intersection traffic control (e.g., traffic signals or roundabouts), or widening at intersections to provide new turn lanes.

If a project does not meet any of the screening criteria listed in Table 10, a VMT analysis is required. The VMT analysis would rely on the best available data to inform trip generation and trip length. For land use plans (e.g., Specific Plan or General Plan) and projects consisting of residential, office, and retail land uses, the VMT analysis should be conducted using the Ventura County Transportation Model (VCTM) model maintained by the Ventura County Transportation Commission. For other project types, such as a special event venue, the VMT analysis should be customized to determine the unique trip generation and trip length characteristics of the proposed uses in consultation with City staff. The VMT analysis should consider the potential impacts of the project under both existing and future/cumulative conditions as follows:

- **Existing Conditions:** Project-generated VMT should be estimated for the proposed land uses under existing conditions. VMT can be estimated using the VCTM model and should be reported as VMT per capita (residential projects), VMT per employee (office, industrial, or employment-generating projects), or VMT per service population (all other land uses). For land use plans, VMT per service population or Total VMT can be used to determine potential impacts. Net change in total VMT should be used to evaluate regional retail projects larger than 50,000 square feet and transportation projects.
- **Cumulative Conditions:** A less than significant impact under Existing conditions would also result in a less than significant cumulative impact as long as the project is consistent with the SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

If a project would result in VMT that would exceed any of the applicable significance thresholds listed in Table 9, the project would be considered to have a potentially significant impact to VMT, requiring mitigation. The types of mitigations that affect VMT are those that reduce the number of single-occupant vehicles generated by the project. Possible mitigation to reduce potentially significant VMT impacts include, but is not limited to, implementation of a transportation demand management (TDM) strategies or modification of project design. TDM strategies are reductions available from certain types of project site modifications, programming, and operational changes. A comprehensive list of TDM strategies can be found in the current California Air Pollution Control Officers Association (CAPCOA) publication, Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (CAPCOA).

To address potential impacts to non-vehicle-related circulation, individual projects should consider the amount of pedestrian and bicycle activity at project access points; design features/physical configurations that affect the visibility of pedestrians and bicyclists to drivers entering and exiting the site, and the visibility of cars to pedestrians and bicyclists; the type of bicycle facility the project driveway(s) crosses and the level of utilization; and the physical conditions of the site and surrounding area, such as curves, slopes, walls, landscaping or other barriers, that could result in vehicle/pedestrian, vehicle/ bicycle or vehicle/vehicle impacts. For projects in areas of potentially high pedestrian activity, consider performing a pedestrian capacity or level of service analysis. Otherwise, consistency with the programs identified in the Bicycle and Pedestrian Facilities Master Plan would ordinarily be used to evaluate the level of impacts.

All of the following questions should be considered in the analysis:

- Would the project prevent implementation of the City's transportation policies or programs, such as the General Plan Circulation Element policies?
- Would the project remove existing bicycle, pedestrian, or transit facilities?
- Would the project be screened from a VMT analysis?
- Would the project construct or alter any road facilities that would result in insufficient line of sight for drivers, pedestrians, or cyclists?
- Would the project's location provide for adequate Oxnard Fire Department access?
- Are there any street intersections near the project site that would adversely impact emergency response time?

17. TRIBAL CULTURAL RESOURCES

17.1 BACKGROUND

The earliest residents of the region were the Chumash Indians, known for their well-constructed canoes, fine basket work, and one of the most complex hunter-gatherer cultures. The Ventureño Chumash occupied the area from Topanga Canyon northwest to San Luis Obispo.

Prior to the implementation of a project, Government Code Sections 65352.3 and 65352.4 require a city or county to consult with local Native American tribes on the contact list maintained by the Native American Heritage Commission. The purpose is to preserve or mitigate impacts to places, features, and objects described as a tribal cultural resource in PRC Sections 5097.9 and 5097.993 (located within a city or county's jurisdiction). A tribal cultural resource is defined as a site, feature, place, cultural landscape, sacred place, or object with cultural value to a California Native American tribe or a resource determined by a lead agency to be significant (*CEQA Guidelines Section 21074*). Examples of tribal cultural resources include Native American sanctified cemeteries, places of worship, religious or ceremonial sites, or sacred shines located on public property.

In addition, AB 52 (2014), as codified in PRC Sections 5097, 21073, 21074, 21080, 21082, 21083, and 21084, is intended to:

1. Establish a new classification of resources called Tribal Cultural Resources which considers the value of a resource to tribal cultural traditions, heritages, and identifies;
2. Establish potential mitigation options for Tribal Cultural Resources; and
3. Recognize California Native American tribes have expertise concerning their tribal history and practices.

AB 52 is intended to help identify impacts to Tribal Cultural Resources as early as possible during the CEQA process so appropriate mitigation measures may be developed. Under this legislation, when a project is initiated, the lead agency must formally notify interested tribes that have requested to be on the agency's consultation list. AB 52 consultation should inform the need for a ND, MND, or EIR and must be initiated prior to the release of an ND, MND, or EIR, so it is important to build AB 52 consultation into project schedules.

California Government Code Section 65352.3 (adopted pursuant to the requirements of SB 18) requires local governments to contact, refer plans to, and consult with tribal organizations prior to making a decision to adopt or amend a general or specific plan. The tribal organizations eligible to consult have traditional lands in a local government's jurisdiction, and are identified, upon request, by the Native American Heritage Commission. As noted in the California Office of Planning and Research (2005) Tribal Consultation Guidelines, "The intent of SB 18 is to provide California Native American tribes an opportunity to participate in local land use decisions at an early planning stage, for the purpose of protecting, or mitigating impacts to, cultural places."

Tribes must be given written notification by the lead agency within 14 days of the decision by the lead agency themselves to undertake a project or the lead agency's determination a project application is complete for a private project. If a tribe does not respond to a request within a 30-day timeframe, the

agency may move forward with the project having made a good faith effort to open consultation. However, if the tribe(s) responds after 30 days, the lead agency may elect to begin consultation with the tribe(s), despite the passing of the legal deadline. The lead agency can and should make follow-up calls after the consultation letters are sent to try to get responses as soon as possible. If the tribes do not respond to follow-up telephone calls, they must still be afforded the 30-day window to respond.

Table 5 in Attachment B summarizes the 2030 General Plan goals and policies related to tribal cultural resources.

17.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant impact related to tribal cultural resources. A “no” response to all questions indicates there would be no significant impact with respect to tribal cultural resources.

1. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
 - a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or
 - b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

17.3 METHODS

The presence and significance of a potential tribal cultural resource is determined through consultation between CEQA lead agencies and local California Native Americans and Sacred Lands Files provided by the Native American Heritage Commission. Impacts to tribal cultural resources are highly dependent on the nature of the resource but, in general, could occur if there is destruction or alteration of the resource and its surroundings, restricted access to the resource, or other disturbances.

The following questions should be considered in the analysis:

- Would the proposed project occur in a Native American sacred place, or involve grading, excavation, accelerated erosion, or other activities or changes to the project site that could affect tribal cultural resources?
- Is the resource included on the California Register maintained by the SHPO and ranked with an evaluation code of 1 (National Register listed resource) or 2 (determined eligible for listing in the National Register)?
- Is the resource subject to other federal, State, or local preservation guidelines or restrictions?
- Did a tribe respond to formal Tribal Consultation? If so, how were their concerns and/or requests addressed during the consultation process?

If there are known tribal cultural resources, then the project should be designed to avoid those known resources. If known resources cannot be avoided the City should consult with Native American representatives to determine appropriate mitigation measures to reduce impacts to the tribal cultural resource. Typically, mitigation involves preparation of a tribal cultural resource plan that details various contingencies and mandates the presence of a qualified archaeologist and/or Native American Monitor during ground disturbance and subsequent evaluation in the case of discovery. Preservation in place is the preferred manner of treatment of an unearthed resource, but data recovery excavations are also a potential option if avoidance is not feasible. Mitigation should integrate recommendations from tribal representatives.

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18. UTILITIES AND SERVICE SYSTEMS

This section addresses water, wastewater, solid waste systems, and telecommunications. Pollutants from stormwater runoff are addressed in Section 10, Hydrology and Water Quality. Energy consumption from electricity and natural gas usage is discussed in Section 6, Energy.

18.1 BACKGROUND

Water System

The City of Oxnard owns and operates its own municipal water supply system, which relies on both local groundwater and imported water supplies. Groundwater is pumped from its own wells and groundwater allocation, purchased from United Water Conservation District (UWCD) and purchased from Calleguas Municipal Water District (CMWD), which obtains water from the State Water Project (SWP) via the Metropolitan Water District of Southern California (MWDSC).

The City's water system includes five blending stations where imported water from CMWD is blended with local water, either from UWCD or City wells. Current (2020) water deliveries were 25,885 acre-feet per year (AFY). Deliveries are forecast to grow to 33,384 AFY by 2045. The projected demand distribution is detailed in Table 11.

Table 11 2020 Projected Water Deliveries by Customer Type (Acre Feet per Year)

Customer Class	2020	2025	2030	2035	2040	2045
Single Family	8,830	9,939	10,091	10,266	10,436	10,604
Multi-Family	3,613	4,067	4,128	4,200	4,269	4,339
Commercial	3,744	4,215	4,279	4,354	4,425	4,497
Industrial	2,227	2,507	2,545	2,590	2,632	2,675
Landscape	2,915	3,282	3,331	3,390	3,445	3,501
Agricultural	1,084	1,221	1,239	1,261	1,281	1,302
Other (e.g., Fire Hydrants)	31	35	35	36	37	37
Losses	2,434	2,636	2,676	2,723	2,768	2,813
Sales/Transfers/Exchanges to other Agencies	1,007	917	1,857	2,704	3,581	3,581
Total	25,885	28,819	30,181	31,524	32,874	33,349
Notes: AFY = Acre-Feet per Year Source: City of Oxnard 2021.						

Wastewater System

The City of Oxnard provides wastewater collection and treatment services through the Public Works Wastewater Division. The Oxnard Wastewater Treatment Plant (OWTP), located in southwest Oxnard, serves the City, as well as the City of Port Hueneme, Channel Islands Beach Community Services District, Naval Bases Ventura County and Point Mugu, and unincorporated areas of the County. The City owns, operates, and maintains over 400 miles of sewer pipeline and 15 wastewater lift stations.

Solid Waste

The City's Public Works Department, Environmental Resources Division, is responsible for collecting refuse (including trash, recycling, organics and green waste) and recycling solid and organic waste generated by residential, commercial and industrial users. As it relates to residential solid waste collection service, the City provides residents with weekly collection service utilizing a three-bin (or three-stream) system for their combined garbage, recycling, and organic waste. The City also offers cart service to attached multi-family residential units 4 or less. This can include mobile homes, town homes, duplexes, triplexes, and quadruplexes. Along with residential cart collection service, the City provides curbside cart collection service to its nonresidential and commercial customers which varies in the level of service based on demand. The City also offers bin collection service to the non-residential and multi-family greater than four units (>4) receiving commercial-like bin service. The City operates the Del Norte Regional Recycling & Transfer Station which includes a material recovery facility or "MRF," that serves as the central hub of the City's overall solid waste management system and as a regional resource.

As of 2024, the City meets or exceeds State-mandated rates for diversion of solid waste from landfills via waste reduction, reuse, and recycling. The Environmental Resources Division is continuing to reduce waste going to the landfill through Commercial Mandatory Recycling and Short-lived Climate Pollution Programs. These programs increase recycling opportunities and explore new policies and technologies to conserve natural resources and reduce greenhouse gas emissions.

Table 17 in Attachment B summarizes the 2030 General Plan goals and policies related to water supply, wastewater systems, and solid waste.

Electric and Natural Gas Infrastructure

Electric infrastructure is provided to the City by Southern California Edison, and natural gas infrastructure is provided by the Southern California Gas Company. OCC Chapter 21, Article III requires electric energy and service facilities be placed underground.

Telecommunications

The City is provided cable, internet, broadband, cellular, and other telecommunications services by various private companies, such as Verizon, AT&T, and Cox Communications. OCC Chapter 16, Article V, Division 16 provides development standards for wireless communication facilities. OCC Chapter 21, Article III requires electric cable and telephone service facilities be placed underground.

18.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant impact related to utilities. A "no" response to all questions indicates there would be no significant impact with respect to utilities.

1. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?
2. Would the project have sufficient water supplies and resources available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

3. Would additional wastewater conveyance or treatment capacity be required to serve project demand and existing commitments?
4. Would the project include non-residential wastewater discharges that are subject to local limits and pretreatment requirements?
5. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?
6. Would the project conflict with federal, State, or local management and reduction statutes or regulations related to solid waste?

18.3 METHODS

The following questions should be considered in the analysis:

- Is the project's water accounted for in the 2030 General Plan EIR and/or the current Urban Water Management Plan?
- Is there a predetermined water use or allocation for the project area? If yes, would the proposed project exceed predetermined amount?
- Would the project involve more than 500 dwelling units; a shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space; a commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space; a hotel or motel having more than 500 rooms; an industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area; a mixed-use project that includes one or more of the projects specified in this subdivision; a development that would demand an amount of water equivalent to or greater than the amount of water required by a 500 dwelling unit project? Such projects would require a Water Supply Assessment in accordance with SB 610.
- Would the wastewater generated by the project exceed the capacity of the sewer line(s) that would connect the project to the City's sewer system?
- Would the wastewater generated by the project exceed the capacity of the Oxnard Wastewater Treatment Plant?
- Does the proposed project include a change in land use limitations (such as a zone change, variance or General Plan amendment) that could allow greater average daily wastewater flow or solid waste generation than could be generated under the current land use limitations?
- Would the solid waste generated by the project exceed the capacity of existing landfills, such as the Toland Road Landfill or Simi Valley Landfill and Recycling Center?
- Would the project generate solid waste that cannot be disposed of at local landfills due to the presence of hazardous materials?

Water

For water supply, determine whether new off-site water infrastructure would be required to meet project needs. Infrastructure could include water mains, storage tanks, reservoirs, treatment plants, pump stations, wells, and other connections or distribution facilities. Forecast water demand for the project based on standard factors and determine whether the increase in demand is within the supply and demand forecasts contained in the most recent version of the City's Urban Water Management Plan (UWMP). Water demand can be estimated using default values for indoor and outdoor water use by land use category from the California Emissions Estimator Model (CalEEMod) or other verifiable sources. Confirm water neutrality (i.e., no net increase in water demand) for all projects that are not accounted for in the 2030 General Plan EIR or the latest version of the UWMP), such as projects that involve a zone change or density greater than projected for the site in the General Plan.

The City's water neutrality policy is not codified, which means it may choose to approve a project regardless of its water neutrality status. However, the City has been making planning and permitting decisions pursuant to the water neutrality policy since 2008 and it is therefore assumed a project needs to present a plan for water neutrality. The neutrality policy requires all new development approved in the City must adhere to the calculated water demand allocation as determined in the General Plan. "New development" includes all planned (anticipated in the current General Plan) and any unplanned future development occurring in the City. Under the policy, a development can be water neutral by meeting its projected demand on a citywide scale through existing FCGMA groundwater allocations transferred to the City; contributing to increased efficiency by funding onsite water conservation retrofits; funding offsite water conservation programs; providing additional on-site water supplies; or any combination of these options.

Additional mitigation for projects not meeting water neutrality on a project-specific basis may include improved water efficiency in building systems (i.e., going beyond CAL Green requirements) to reduce baseline water usage; on-site non-potable reuse systems; rainwater and stormwater capture; and funding turf removal or landscape replacement projects at adjacent properties or in the adjacent right of way that reduce outdoor water use.

SB 610 amended State law to improve the link between information on water supply availability and certain land use decisions made by cities and counties. SB 610 seeks to promote more collaborative planning between local water suppliers and cities and counties. Detailed information regarding water availability is to be provided to the City prior to approval of specified large development projects (California Department of Water Resources 2003).

Under SB 610, water supply assessments must be provided to local governments for inclusion in any environmental documentation for certain projects (as defined in Water Code 10912 [a]) subject to CEQA. A foundational document for compliance with SB 610 is the UWMP. The UWMP is identified as a planning document that, if properly prepared, can be used by a water supplier to meet the standards set forth in SB 610. Thorough and complete UWMPs will allow water suppliers to use UWMPs as a foundation to fulfill the specific requirements of these two statutes. Cities, counties, water districts, property owners, and developers will all be able to utilize this document when planning for and proposing new projects (California Department of Water Resources 2003). Information about the specific requirements of SB 610 can be found in the Department of Water Resources SB 610 guidebook at http://www.water.ca.gov/pubs/use/sb_610_sb_221_guidebook/guidebook.pdf.

Wastewater

For wastewater system requirements, determine the wastewater generation that would be expected with full implementation of the project based on standard generation factors. Wastewater generation can be estimated based on water demand (typically wastewater generation is from about 80-100% of water demand depending on the use) or other verifiable generation factors. Compare projected average daily flow to the available capacity of the OWTP (overall capacity minus current wastewater flow) to determine whether OWTP project-generated wastewater would exceed plant capacity. Existing sewer main and pump station capacity should be evaluated for ability to handle peak flows from the project. Also determine if new off-site wastewater infrastructure would be required to meet project needs. Infrastructure could include gravity mains, manholes, lift stations, treatment plants, and other connections or collections facilities.

Solid Waste

For solid waste, estimate typical project waste generation using standard generation factors and compare daily solid waste generation to available daily capacity (overall daily capacity minus current daily throughput) at the landfill that serves the project. Determine if all solid waste generated by the project can be processed by a landfill in Ventura County. If the solid waste is hazardous, the waste would need to be transported to a landfill that processes hazardous waste. This would necessitate transporting the hazardous waste outside of Ventura County, and potentially out of the State. Solid waste generation can be estimated using rates from CalEEMod or other verifiable source(s). Determine whether the project would conflict with local or state-mandated requirements.

19. WILDFIRE

19.1 BACKGROUND

Wildfires in California are unplanned, unwanted fires burning in a natural area, such as a forest, grassland, prairie, or brush. The Oxnard 2030 General Plan, Chapter 6, Safety and Hazards, states “dense urban areas do not contain large amounts of continuous surface fuels to feed a wildfire” (City of Oxnard General Plan Background Report 2006). This is the case with Oxnard, which is a densely built, mostly flat urban area, with the City of Ventura to the north, agricultural land to the east, Port Hueneme to the south, and the Pacific Ocean to the west. Nonetheless, recent years have shown wildfire risk in urban areas to be increasing, particularly where they are about open space areas. CAL FIRE prepared revised fire hazard severity maps in the wake of recent catastrophic wildfires that burned wildland and urban areas alike, including the 2017 Thomas Fire in Ventura, the seventh-largest wildfire in modern California history (CAL FIRE 2021).

According to CAL FIRE, even though surrounding communities are in high or very high fire hazard severity zones, the City of Oxnard is not in a State Responsibility Area, meaning wildfire risk is the responsibility of local agencies (CAL FIRE 2022). This, in turn, as of 2024 CAL FIRE has not released Fire Hazard Severity Data for the City Oxnard. . Furthermore, the City has not been classified by the State. Undeveloped hillside areas to the north and east of the City, such as the Santa Monica Mountains, Santa Susanna Mountains, and hillside north of Ventura, are classified as very high fire hazard severity zones. Once the Local Response Area maps are released by CALFIRE the City of Oxnard will address the data and take needed actions to reduce the risks to the community.

Table 18 in Attachment B summarizes the 2030 General Plan goals and policies related to emergency response and wildfire.

19.2 SIGNIFICANCE THRESHOLDS

An affirmative answer to any of the following questions typically indicates a potentially significant impact related to wildfire. A “no” response to all questions indicates there would be no significant impact with respect to wildfire.

If located in or near lands classified with fire hazard severity zones that require mitigation, would the project:

1. Substantially impair an adopted emergency response plan or emergency evacuation plan?
2. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?
3. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?
4. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

19.3 METHODS

The City of Oxnard is entirely urban development and does not contain State Responsibility Areas. However, review the location of the project site and determine the distance to fire hazard severity zones. The State fire hazard areas and zones are detailed in CAL FIRE's Fire Hazard Severity Zones Maps and can be viewed at the website below:

- CAL FIRE Fire Hazard Severity Zone Maps:
<https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones/fire-hazard-severity-zones-maps-2022>

Additionally, review recent wildfires in the area to confirm that none have encroached on the project site. Confirm the project site has adequate access to fire hydrant service. If a project is in proximity to undeveloped lands was recently encroached upon by a wildfire, then project site features such as fuel, weather, topography, and surrounding energy lines should be considered and analyzed in accordance with the California Attorney General Best Practices for Analyzing and Mitigation Wildfire Impacts of Development Projects under CEQA.

20. CUMULATIVE IMPACTS AND MANDATORY FINDINGS

20.1 BACKGROUND

CEQA requires a discussion of cumulative impacts, which are defined as two or more individual effects that, when considered together, are considerable or compound or increase other environmental impacts. The cumulative impact from the proposed project is the change in the environment that results from the incremental impact of the project when added to the impacts of closely related past, present, and reasonably foreseeable future projects. Similar to cumulative impacts, mandatory findings of significance are included in Appendix G of the *CEQA Guidelines* and require an evaluation of whether impacts are cumulatively considerable. Additionally, mandatory findings of significance thresholds are related to substantial degradation or reduction in fish or wildlife habitat and biological or cultural resources, as discussed in Section 4, *Biological Resources*, and Section 5, *Cultural Resources* of this document.

20.2 SIGNIFICANCE THRESHOLDS

Generally speaking, the thresholds identified for project impacts will also be used to determine whether a cumulative impact is significant. Whether the proposed project's contribution to a significant cumulative impact is "cumulatively considerable" (and therefore "significant") will need to be determined on a case-by-case basis. A finding that the project's impact would not exceed a particular project-specific threshold would not necessarily mean the project's contribution to a significant cumulative impact would not be "cumulatively considerable" (significant). However, if a project's contribution to a significant cumulative impact would be considered trivial or minor, its contribution to a significant cumulative impact normally would not be considered cumulatively considerable (i.e., the contribution would be "less than significant").

Mandatory findings of significance is the final impact analysis section and requires a determination whether there is substantial evidence that the project may have a significant environmental impact. An affirmative answer to any of the following questions typically indicates a potentially significant impact related to mandatory findings of significance. A "no" response to all questions indicates there would be no significant impact with respect to mandatory findings of significance.

1. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?
2. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?
3. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

20.3 METHODS

Cumulative impact analysis will typically consider either:

- The forecast of future growth considered in the 2030 General Plan EIR
- A list of planned and pending developments in the City, county, or nearby cities focusing on projects in the general vicinity of the project site

In certain cases, it may be appropriate to use a combination of the above methods. The most appropriate approach will need to be determined on a case-by-case basis and will depend on the nature, size, and location of the project and, in some cases, whether it would contribute to cumulative impacts associated with planned growth.

If a list of planned and pending developments approach is utilized, in part or whole, the City shall typically consider a cumulative project to be “planned and pending,” and therefore a reasonably foreseeable “probable future project” pursuant to *CEQA Guidelines* Section 15065(a)(3), in the following circumstances:

- The cumulative project is under construction;
- The City, or other pertinent agency, has approved the cumulative project even if it has not yet been constructed;
- The City or other pertinent agency is conducting its environmental review of the cumulative project;
- The application for the cumulative project has been received and deemed complete by the City or other pertinent agency at the time the City issues the Notice of Preparation or publishes the Draft IS-MND for the project under review;
- The cumulative project is included in an adopted capital improvements program or in an adopted general, regional, transportation, or other plan;
- The cumulative project is anticipated as a future phase of a previously-approved project; or
- The City or other pertinent agency has devoted significant time and financial resources to prepare for any regulatory review of the cumulative project.

When utilizing a “planned and pending” project list approach, the City will define the “general vicinity” of the area affected by the cumulative impact of the project and provide a reasonable explanation for its determination. In doing so, the City may consider the nature of each environmental resource being examined, the location of the project, and its type.

The following questions should be considered in the analysis:

- Would cumulative impact of the project in combination with the impacts of past, present, and reasonably foreseeable future projects exceed a City significance threshold?
- If so, would the project’s contribution to the significant cumulative impact be cumulatively considerable?

Generally, “cumulatively considerable” means the incremental effect of the proposed project is significant when viewed in connection with the effects of other past, present, and future projects. In practice, past projects are usually part of the existing condition and will be part of the baseline against

which cumulative impacts are analyzed. Exceptions may be projects that have been previously approved, but not yet built and thus are not accounted for in the baseline condition.

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Attachment A

CEQA Initial Study Checklist



CITY OF OXNARD CEQA INITIAL STUDY CHECKLIST

Project Title

**City of Oxnard Contact Person and
Phone Number**

Project Location

Project Sponsor's Name and Address

General Plan Designation

City Zoning

Description of Project

Surrounding Land Uses and Setting

**Planned and Pending Projects in the
Site Vicinity**

**Other Public Agencies Whose
Approval is Required**

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ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

This project would potentially affect the environmental factors checked below, involving at least one impact that is “Potentially Significant” or “Less than Significant with Mitigation Incorporated” as indicated by the checklist on the following pages.

- | | | |
|--|--|--|
| ☐ Aesthetics and Urban Design | ☐ Agricultural Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology and Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards and Hazardous Materials |
| ☐ Hydrology and Water Quality | ☐ Land Use and Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population and Housing | ☐ Public Services and Recreation |
| ☐ Transportation | ☐ Tribal Cultural Resources | ☐ Utilities and Service Systems |
| ☐ Wildfire | ☐ Cumulative Impacts and Mandatory Findings of Significance | |

DETERMINATION

Based on this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “less than significant with mitigation incorporated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

- ☐ I find that although the proposed project could have a significant effect on the environment, because all potential significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Printed Name

Title

EVALUATION OF ENVIRONMENTAL IMPACTS

1. When the answer to a checklist question is “yes”, either the “Potentially Significant Impact” or “Less than Significant Impact with Mitigation Incorporated” box will typically be checked. When the answer to a checklist question is “no,” either the “Less than Significant Impact” or “No Impact” box will typically be checked.
2. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project---specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project---specific screening analysis).
3. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
4. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is typically required.
5. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (6) below, may be cross---referenced).
6. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - When earlier analysis is used identify and state where they are available for review.
 - When impacts are adequately addressed in earlier analyses identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site---specific conditions for the project.
7. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
8. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

9. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
10. The explanation of each issue should identify:
 - The significance criteria or threshold, if any, used to evaluate each question; and
 - The mitigation measure identified, if any, to reduce the impact to less than significance

ISSUE TOPICS

AESTHETICS	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project have a substantial adverse effect on a scenic vista such as an ocean or mountain view from an important view corridor or location as identified in the 2030 General Plan or other City planning documents?	☐	☐	☐	☐
2. Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway, or route identified as scenic by the County of Ventura or City of Oxnard?	☐	☐	☐	☐
3. In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings such as by creating new development of other physical changes that are visually incompatible with surrounding areas? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality, such as visual resource policies contained in the 2030 General Plan or other City planning document?	☐	☐	☐	☐
4. Would the project add to or compound an existing negative visual character associated with the project site?	☐	☐	☐	☐
5. Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	☐	☐	☐	☐

AGRICULTURAL RESOURCES	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☐
2. Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	☐
3. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?	☐	☐	☐	☐

AIR QUALITY	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project conflict with or obstruct implementation of the Ventura County AQMP?	☐	☐	☐	☐
2. Would the project result in a cumulatively considerable net increase of any criteria air pollutant in excess of quantitative thresholds recommended by VCAPCD?	☐	☐	☐	☐
3. Would the project expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☐
4. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☐

BIOLOGICAL RESOURCES	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☐
2. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☐
3. Would the project have a substantial adverse effect on state or federally protected waters of the U.S. (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☐
4. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☐
5. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☐
6. Would the project conflict with an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☐

CULTURAL RESOURCES	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to <i>CEQA Guidelines</i> Section 15064.5?	☐	☐	☐	☐
2. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to <i>CEQA Guidelines</i> Section 15064.5?	☐	☐	☐	☐
3. Would the project disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☐

ENERGY	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☐
2. Would the project conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	☐	☐	☐	☐

GEOLOGY AND SOILS	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
a. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☐
b. Strong seismic ground shaking?	☐	☐	☐	☐
c. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☐
d. Landslides?	☐	☐	☐	☐
2. Would the project result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☐
3. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☐	☐
4. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☐
5. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☐

GEOLOGY AND SOILS	Less than Significant with Mitigation Incorporated			
	Potentially Significant Impact	Less than Significant Impact	No Impact	
6. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☐

GREENHOUSE GAS EMISSIONS	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☐
2. Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHG?	☐	☐	☐	☐

HAZARDS AND HAZARDOUS MATERIALS	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☐
2. Would the project create a substantial hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☐
3. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	☐	☐	☐	☐
4. Would the project be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☐
5. For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☐
6. Would the project impair implementation of or physically interfere with an adopted emergency operations plan or Ventura County Operation Area Response Protocol or City of Oxnard emergency evacuation protocols?	☐	☐	☐	☐
7. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	☐

HYDROLOGY AND WATER QUALITY	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	☐
2. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☐
3. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
a. Result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☐
b. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☐	☐
c. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☐
d. Impede or redirect flood flows?	☐	☐	☐	☐
4. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?	☐	☐	☐	☐
5. Would the project conflict with or obstruct implementation of the water quality basin plan for Oxnard in the "Los Angeles Region Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties," NPDES permits and associated	☐	☐	☐	☐

HYDROLOGY AND WATER QUALITY	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
local standards, or the FCGMA GSP for sustainable groundwater management?				

LAND USE AND PLANNING	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project physically divide an established community?	☐	☐	☐	☐
2. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☐

MINERAL RESOURCES	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☐
2. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated in the Oxnard 2030 General Plan, specific plan, or other land use plan?	☐	☐	☐	☐

NOISE	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the Oxnard 2030 General Plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☐
2. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☐
3. For a project located within the vicinity of a private airstrip or the airport land use plan for Oxnard Airport or within two miles of Naval Base Ventura County, Point Mugu, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☐

POPULATION AND HOUSING	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☐	☐
2. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☐
3. Would the project result in a net loss of decent, safe and sanitary housing units (as defined under 24 CFR § 880.201) that are restricted to be affordable, through demolition, conversion, or other means, that may necessitate the development of replacement housing or result in impacts associated with displacement of at-risk households (e.g. overcrowding, exposure to the elements)?	☐	☐	☐	☐

PUBLIC SERVICES AND RECREATION	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project increase demand for fire protection service such that new or expanded facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?	☐	☐	☐	☐
2. Would the project increase demand for law enforcement service such that new or expanded facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?	☐	☐	☐	☐
3. Would the project increase demand for schools such that new or expanded facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?	☐	☐	☐	☐
4. Would the project increase the use of existing park facilities such that that new or expanded park facilities would be needed to maintain acceptable service levels, the construction of which may have significant environmental effects?	☐	☐	☐	☐
5. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☐
6. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☐
7. Would the project increase the need for or use of existing library or other community facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	☐	☐	☐	☐

TRANSPORTATION AND CIRCULATION	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☐
2. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b) for analyzing transportation impacts?	☐	☐	☐	☐
3. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	☐	☐	☐	☐
4. Would the project result in inadequate emergency access?	☐	☐	☐	☐

TRIBAL CULTURAL RESOURCES	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or	☐	☐	☐	☐
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.?	☐	☐	☐	☐

UTILITIES AND SERVICE SYSTEMS	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☐
2. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☐
3. Would additional wastewater conveyance or treatment capacity be required to serve project demand and existing commitments?	☐	☐	☐	☐
4. Would the project include non-residential wastewater discharges that are subject to local limits and pretreatment requirements?	☐	☐	☐	☐
5. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☐
6. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☐

WILDFIRE	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. If located in or near lands classified with fire hazard severity zones that require mitigation, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☐
2. If located in or near lands classified with fire hazard severity zones that require mitigation, due to slope, prevailing winds, and other factors, would the project exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☐
3. If located in or near lands classified with fire hazard severity zones that require mitigation, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☐
4. If located in or near lands classified with fire hazard severity zones that require mitigation, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☐

MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☐
2. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	☐
3. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☐

Attachment B

*City of Oxnard General Plan Goals and Policies Related to CEQA
Sections*

CITY OF OXNARD GENERAL PLAN GOALS AND POLICIES RELATED TO CEQA SECTIONS

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Table 1 2030 General Plan Goals and Policies Related to Aesthetic Resources**Chapter 3 Community Development**

Goal CD-1	A balanced community consisting of residential, commercial, and employment uses consistent with the character, capacity, and vision of the City.
CD-1.7	Compact Development
Goal CD-3	A city of stable, safe, attractive, and revitalized neighborhoods with adequate parks, schools, infrastructure, and community identity and pride.
CD-3.3	Innovative Redevelopment
CD-3.4	Neighborhood Quality of Life Program
Goal CD-4	Commercial uses compatible with surrounding land uses to meet the present and future needs of Oxnard residents, employees and visitors.
CD-4.3	Urban Village Program and Height Overlay
CD-4.4	Commercial Area Aesthetics
CD-4.5	Commercial Signage
Goal CD-5	Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.
CD-5.4	Environmentally Friendly and "Green" Industry
Goal CD-7	Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.
CD-7.4	Urban Village Design Guidelines
CD-7.7	Urban Village Streetscapes and Identification
Goal CD-9	A high quality visual image and perception of the City.
CD-9.1	Neighborhood Identity
CD-9.2	Revitalization and Redevelopment
CD-9.3	Gateway Enhancement
CD-9.4	View Corridor Preservation
CD-9.5	Unique Character Preservation
CD-9.6	High Rise Development
Goal CD-14	Expectations of higher quality design.

Chapter 4 Infrastructure and Community Services

Goal ICS-2	A transportation system that supports existing, approved, and planned land uses throughout the City while maintaining a level of service "C" at designated intersections unless excepted.
ICS-2.11	Scenic Highway Preservation
ICS-2.12	Gateway Enhancements

Goal ICS-3	Level of service “C” at designated intersections, unless otherwise reduced by City Council direction.
ICS-3.2	Minimum Level of Service C and Exceptions
ICS-3.3	New Development Level of Service C
Chapter 5 Environmental Resources	
Goal ER-6	Protected and enhanced natural setting and scenic resources.
ER-6.1	Incorporate Views in New Development
ER-6.2	Protect and Enhance Major Scenic Resources
ER-6.3	Preserve Views of Small Aesthetic Resources
ER-6.4	Siting of Transmission Lines
ER-6.5	Control of Lighting and Glare
Goal ER-7	Improved aesthetic quality of major roadways and entrances.
ER-7.1	Medians and Parkways
ER-7.2	Design of Sound or Zone Walls
ER-7.3	Design of Transportation Related Structures
Goal ER-8	Protected coastal resources as a significant landscape feature to be experienced by residents and visitors.
ER-8.1	Protect Shoreline
ER-8.2	New Coastal Development
Goal ER-9	Enhanced perceived character and quality of the City of Oxnard
ER-9.1	Enhance Historic Character
ER-9.2	Enhance Neighborhood Diversity
ER-9.3	Residential Street Lighting
ER-9.4	Human Scale Development
Goal ER-10	Enhanced landscape quality with an emphasis on landscape practices, management and plant species that are appropriate to Oxnard and its coastal climate.
ER-10.1	Promote use of Native and Water Wise Plants
ER-10.2	Develop Tree Management Program and Ordinance
ER-10.3	Awareness Program of Importance of Trees
Goal ER-13	Well managed extraction of mineral resources that protects the environment and surrounding land uses from adverse effects of extraction operations.
ER-13.3	Compatibility with Existing Land Uses
Source: City of Oxnard 2030 General Plan Goals and Policies 2011a	

Table 2 2030 General Plan Goals and Policies Related to Agricultural Land**Chapter 3 Community Development**

Goal CD-6 Continued agriculture use within the Planning Area, Compatible with the community's vision.

CD-6.1 Agricultural Buffers

CD-6.2 Agricultural Preservation

Chapter 5 Environmental Resources

Goal ER-1 Protection of natural and cultural resources, agriculture, and open spaces is well integrated with the built environment and human activities and achieves a symbiotic, mutually-beneficial, sustainable relationship.

ER-1.2 Protect Surrounding Agriculture and Open Space

Goal ER-12 A viable agricultural industry, maintained and enhanced soil resources, reduced erosion, and improved agricultural productivity.

ER-12.1 Sustainable Agricultural Industry

ER-12.2 Support County Initiatives

ER-12.3 Agricultural Partnerships

ER-12.4 Agricultural Economic Contribution

ER-12.5 Soil Conservation and Transfer

ER-12.6 Best Agricultural Practices

ER-12.7 Conservation of Agricultural Open Space

ER-12.8 Greenbelt Policies

ER-12.9 Support Williamson Land Conservation Act Contracts

ER-12.10 Develop and Agriculture Processing and Support Strategic Plan

ER-12.11 Urban / Agriculture Buffer Zones

ER-12.12 Rerouting Roads and Utilities around Agricultural Areas

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 3 2030 General Plan Goals and Policies Related to Air Quality**Chapter 2 Sustainable Community**

Goal SC-3 Energy efficiency performance standards and generation from renewable sources.

SC-3.1 New Residential Development

SC-3.2 Develop a City Energy Action Plan

SC-3.3 Develop a Community Energy Action Plan

SC-3.4 Alternative Energy for Public Buildings

SC-3.5 Load Shifting Devices

SC-3.7 Renewable Energy Production Requirement

SC-3.8 Require Use of Passive Energy Conservation Design

SC-3.9 Promote Voluntary Incentive Programs

SC-3.10 Alternatives to Power Plant Generation

SC-3.11 Waste Conversion to Energy Facility

SC-3.12 Encourage Natural Ventilation

Goal SC-4 Implementation of the California Green Building Code.

SC-4.1 Green Building Code Implementation

Chapter 3 Community Development

Goal CD-1 A balanced community consisting of residential, commercial, and employment uses consistent with the character, capacity, and vision of the City.

CD -1.7 Compact Development

CD-1.9 Commute Reduction

Goal CD-5 Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.

CD-5.2 Compatible Land Use

CD-5.4 Environmentally Friendly and "Green" Industry

CD-5.5 "Green" Major Transportation Routes

Goal CD-8 Sensible urban development and redevelopment based on the City's ability to provide necessary governmental services and municipal utilities.

CD-8.5 Impact Mitigation

CD-8.9 Jobs/Housing Balance & Sustainable Communities Strategy (SB 375)

Chapter 4 Infrastructure and Community Services

Goal ICS-5 A passenger railroad system that serves the needs of the residents, visitors, and workers.

ICS-5.1 Enhanced Passenger Rail Service

ICS-5.2	Passenger Rail Service Expansion
ICS-5.3	Sub Regional Transportation Centers
Goal ICS-6	Public transit system that serves the needs of the residents and workers of Oxnard.
ICS-6.1	Transit Facilities for New Developments
ICS-6.6	Alternative Transit Options
Goal ICS-7	Effective Transportation Demand Management (TDM) programs that help achieve air quality goals and minimize congestion.
ICS-7.1	Require Transportation Demand Management Programs (TDM)
ICS-7.2	Reduce Single-Occupancy Automobile Dependency
ICS-7.3	Travel Patterns
ICS-7.4	Park and Ride Lots
Goal ICS-8	Safe bicycle and pedestrian circulation throughout the City.
ICS-8.2	Bicycle Route Plan
ICS-8.4	New Development Requires Bicycle Improvements
ICS-8.5	Public Sidewalks and Pedestrian Orientation
ICS-8.11	Bicycle Parking and Storage
ICS-8.13	Importance of Pedestrian and Bicycle Access in Site Planning
Goal ICS-10	Improved and safe commercial air carrier services.
ICS-10.3	Airport Operations Monitoring
Goal ICS-15	Managed development adjacent to closed landfill areas that mitigate health and safety hazards.
ICS-15.2	Avoiding Sensitive Land Uses in Areas Adjacent to Landfills
Chapter 5 Environmental Resources	
Goal ER-14	Improved air quality and minimized adverse effects of air pollution on human health and the economy.
ER-14.1	Incorporate Ventura County AQMP Mitigations
ER-14.2	Transportation Demand Management (TDM)
ER-14.3	Reducing Carbon Monoxide Exposure at Congested Intersections
ER-14.4	Emission Control Devices
ER-14.5	Reducing Construction Impacts during Smog Season
ER-14.6	Minimizing Dust and Air Emissions through Permitting Requirements
ER-14.7	Mitigation Monitoring
ER-14.8	Regional Cooperation and SB 375
ER-14.9	Participate in Regional Partnerships

ER-14.10	Consultation with Ventura County Air Pollution Control District
ER-14.11	Support Regional Attainment Plans
ER-14.12	Use VCAPCD Air Quality Assessment Guidelines
ER-14.13	Co-locate Ancillary Services
Source: City of Oxnard 2030 General Plan Goals and Policies 2011	

Table 4 2030 General Plan Goals and Policies Related to Biological Resources**Chapter 5 Environmental Resources: Policies designed to protect and preserve sensitive habitats (including those associated with the Santa Clara River) in the Planning Area**

ER-1.1	Protect Oxnard's Natural and Cultural Resources
ER-2.2	Designation and Protection of Sensitive Habitat Areas
ER-3.1	Preservation of Riparian Habitat
ER-4.1	Encourage Protection of Sensitive Habitat
ER-4.2	Limiting Activities in Sensitive Areas
ER-4.3	Designation of Resource Protection Areas
ER-4.4	Loss of Sensitive Habitats
ER-4.5	Planning in Sensitive Areas
ER-4.6	Resource Protection Zoning Policies

Chapter 5 Environmental Resources: Policies designed to protect and preserve unique wetlands, coastal, and ocean resources of the Planning Area

ER-2.1	Restoration of Ormond Beach Wetlands
ER-3.4	Reduce Impact on Harbor, Bay, and Ocean Water Ecology
ER-3.5	Reduce Construction Silt and Sediment
ER-6.2	Protect and Enhance Major Scenic Resources
ER-8.1	Protect Shoreline
ER-8.2	New Coastal Development
ER-8.3	Coastal Sand and Habitat Management

Chapter 5 Environmental Resources: Policies designed to protect agricultural and related open space resources of the Planning Area

ER-1.1	Protect Oxnard's Natural and Cultural Resources
ER-1.2	Protect Surrounding Agricultural and Open Space
ER-2.3	Promote Areas for Open Space
ER-2.4	Design Review Process
ER-4.2	Limiting Activities in Sensitive Areas
ER-6.6	New Development Private Open Space
ER-12.1	Sustainable Agricultural Industry
ER-12.5	Soil Conservation and Transfer
ER-12.7	Conservation of Agricultural Open Space
ER-12.8	Greenbelt Policies
ER-12.11	Urban/Agricultural Buffer Zones

ER-12.12 Rerouting Roads and Utilities around Agricultural Areas

Chapter 5 Environmental Resources: Policies designed to mitigate the impact of development on key biological resources

ER-2.2 Designation and Protection of Sensitive Habitat Areas

ER-2.4 Design Review Process

ER-3.1 Preservation of Riparian Habitat

ER-3.2 Review of Development Proposals

ER-3.3 Request Mitigation Measures from Other Agencies

ER-3.4 Reduce Impact on Harbor, Bay, and Ocean Water Ecology

ER-3.5 Reduce Construction Silt and Sediment

ER-4.5 Planning in Sensitive Areas

ER-10.2 Develop Tree Management Program and Ordinance

Chapter 7 Military Compatibility

Goal MC-3 Mitigated and/or avoided encroachment associated with land uses and development.

MC-3.3 Protect Mugu and Ormond Beach Wetlands

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 5 2030 General Plan Goals and Policies Related to Cultural Resources**Chapter 3 Community Development**

CD-3.1	Neighborhood Preservation
Goal CD-7	Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.
CD-7.4	Urban Village Design Guidelines
CD-9.1	Neighborhood Identity
CD-9.5	Unique Character Preservation
Goal CD-11	Protected historic and authentic qualities of Oxnard's traditional neighborhoods and historic districts.
CD-11.1	Promote Existing Historic Areas
CD-11.2	Historical District Expansion
CD-11.3	Protect and Enhance Cultural Resources
CD-11.4	Incorporate Historic Features

Chapter 5 Environmental Resources

Goal ER-1	Protection of natural and cultural resources, agriculture, and open spaces is well integrated with the built environment and human activities and achieves a symbiotic, mutually-beneficial, sustainable relationship.
ER-1.1	Protect Oxnard's Natural and Cultural Resources
Goal ER-9	Enhanced perceived character and quality of the City of Oxnard.
ER-9.2	Enhance Neighborhood Diversity
Goal ER-11	Identification, protection, and enhancement of the City's archaeological, historical, and paleontological resources.
ER-11.1	Archaeological Resource Surveys
ER-11.2	Mitigating the Impact of New Development on Cultural Resources
ER-11.3	Development Applicants to Conduct Research
ER-11.4	Historic Preservation
ER-11.5	State Historic Building Code for Adaptive Reuse
ER-11.6	Identification of Archaeological Resources
ER-12.8	Historical Resource Inventory

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 6 2030 General Plan Goals and Policies Related to Energy**Chapter 2 Sustainable Communities**

Goal SC-3	Energy efficiency performance standards and generation from renewable sources.
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SC-3.7	Renewable Energy Production Requirement
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SC-3.9	Promote Voluntary Incentive Programs
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SC-3.10	Alternatives to Power Plan Generation
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Goal SC-4	Implementation of the California Green Building Code
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SC-4.1	Green Building Code Implementation
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Chapter 3 Community Development

Goal CD-5	Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.
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CD-5.3	Available Services
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CD-5.4	Environmentally Friendly and "Green" Industry
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Goal CD-8	Sensible urban development and redevelopment based on the City's ability to
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CD-8.10	provide necessary governmental services and municipal utilities. Timing of Large-Scale Development
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Goal CD-16	Coordinated land use and infrastructure decisions with economic development.
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CD-16.4	Evaluate Fiscal Impacts
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CD-21.2	Modify non-Coastal Dependent Energy Uses
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Chapter 4 Infrastructure and Community Services

Goal ICS-1	Provision of adequate facilities and services that maintain service levels, with adequate funding.
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ICS-1.2	Development Impacts to Existing Infrastructure
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Goal ICS-17	Adequate and efficient public utilities that meet the needs of residents of the City.
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ICS-17.5	Undergrounding of Utility Lines
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Table 7 2030 General Plan Goals and Policies Related to Geology and Soils**Chapter 5 Environmental Resources**

- Goal ER-1** Protection of natural and cultural resources, agriculture, and open spaces is well integrated with the built environment and human activities and achieves a symbiotic, mutually-beneficial, sustainable relationship.
- ER-1.1** Protect Oxnard's Natural and Cultural Resources
- Goal ER-9** Enhanced perceived character and quality of the City of Oxnard.
- ER-9.2** Enhance Neighborhood Diversity
- Goal ER-11** Identification, protection, and enhancement of the City's archaeological, historical, and paleontological resources.
- ER-11.1** Archaeological Resource Surveys
- ER-11.3** Development Applicants to Conduct Research
- ER-11.4** Historic Preservation
- ER-11.6** Identification of Archaeological Resources
- ER-12.8** Historical Resource Inventory

Chapter 6 Safety & Hazards

- Goal SH-1** Minimal damage to structures, property, and infrastructure as a result of liquefaction and subsidence.
- SH-1.1** Minimize Liquefaction Risk
- SH-1.2** Minimize Subsidence Trends
- SH-1.3** Building Code Standards
- SH-1.4** Soil, Geologic, and Structural Evaluation Reports
- SH-1.5** Required Geologic Reports
- SH-1.6** Liquefaction Report Waivers
- SH-1.7** Soil Investigations
- SH-1.8** Mitigating Seismic Hazards
- SH-1.9** Financial Assistance for Seismic Upgrades
- Goal SH-2** Preserved coastline and beaches and minimized beach erosion
- SH-2.2** Dredging for Beach Sand Replenishment
- Goal SH-3** New development required to take necessary precautions prior to any construction to mitigate hazards and protect the health and safety of the inhabitants.
- SH-3.1** Location of New Development
- Goal SH-9** Oxnard Airport operations are at an acceptable risk and compatible with surrounding land uses and activities.
- SH-9.1** Airport Land Use Compatibility Plans

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 8 2030 General Plan Goals and Policies Related to Greenhouse Gas Emissions**Chapter 2 Sustainable Community**

Goal SC-1	Supporting and Participating in Global Warming and Climate Change Adaptation analysis and programs.
SC-1.1	Inventory and Monitor GHG Emissions
SC-1.2	Support Statewide Global Warming and Climate Change Mitigation
SC-1.3	Develop a Climate Action and Adaptation Plan (CAAP) That Supports the Regional SB 375 Sustainable Communities Strategy
Goal SC-2	Sea level rise is routinely considered relative to coastal areas and other City decisions, as relevant.
SC-2.1	Sea-Level Rise and Updating the Local Coastal Program
SC-2.2	Sea Level Monitoring System
SC-2.3	Sea Level Rise Consideration in Decision-Making
SC-2.4	Avoidance of Coastal Armoring or Hardening
Goal SC-3	Energy efficiency performance standards and generation from renewable sources.
SC-3.6	Targets for Zero-Emission Vehicles
SC-3.7	Renewable Energy Production Requirement
SC-3.9	Promote Voluntary Incentive Programs
SC-3.10	Alternatives to Power Plan Generation
Goal SC-4	Implementation of the California Green Building Code
SC-4.1	Green Building Code Implementation

Chapter 3 Community Development

Goal CD-1	A balanced community consisting of residential, commercial, and employment uses consistent with the character, capacity, and vision of the City.
CD-1.2	Infill Development, Priority to Mixed Use
CD-1.4	Transportation Choices
CD-1.9	Commute Reduction
Goal CD-5	Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.
CD-5.2	Compatible Land Use
CD-5.4	Environmentally Friendly and "Green" Industry
Goal CD-7	Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.
CD-7.1	Establishment of Urban Villages

CD-7.4	Urban Village Design Guidelines
CD-7.6	Connectivity
Goal CD-8	Sensible urban development and redevelopment based on the City's ability to provide necessary governmental services and municipal utilities.
CD-8.1	Limiting Development
CD-8.5	Impact Mitigation
CD-8.7	Community Balance
CD-8.9	Jobs/Housing Balance & Sustainable Communities Strategy (SB 375)
Goal CD-10	Neighborhoods and urban villages with a distinct sense of place.
CD-10.1	Human-Scale Development
CD-10.2	Neighborhood Themes
Goal CD-21	An updated Local Coastal Program that includes the restoration of the Ormond Beach wetlands and consideration of climate change issues.
CD-21.2	Modify non-Coastal Dependent Energy Uses
Chapter 4 Infrastructure and Community Services	
Goal ICS-2	A transportation system that supports existing, approved, and planned land uses throughout the City while maintaining a level of service "C" at designated intersections unless excepted.
ICS-2.8	Intelligent Transportation Systems
ICS-2.9	Coordinated Traffic Signal Timing with other Agencies
ICS-2.10	High Capacity Corridors
Goal ICS-3	Level of service "C" at designated intersections, unless otherwise reduced by City Council direction.
ICS-3.4	Roadway Design/101 Freeway Capacity
Goal ICS-6	Public transit system that serves the needs of the residents and workers of Oxnard.
ICS-6.1	Transit Facilities for New Developments
ICS-6.2	Transit Service Provision
ICS-6.3	Paratransit
ICS-6.4	Private Bus Transportation
Goal ICS-7	Effective Transportation Demand Management (TDM) programs that help achieve air quality goals and minimize congestion.
ICS-7.1	Require Transportation Demand Management Programs (TDM)
ICS-7.2	Reduce Single-Occupancy Automobile Dependency
ICS-7.3	Travel Patterns
Goal ICS-8	Safe bicycle and pedestrian circulation throughout the City.
ICS-8.4	New Development Requires Bicycle Improvements

ICS-8.5	Public Sidewalks and Pedestrian Orientation
ICS-8.6	Americans with Disability Act (ADA) Handicap Requirements
ICS-8.8	Educational Facilities
ICS-8.9	Street Crossings
ICS-8.12	Roadway Surfacing
Goal ICS-11	Water supply, quality, distribution, and storage adequate for existing and future development.
ICS-11.6	Water Conservation and/or Recycling Connection as Mitigation
ICS-11.7	Water Wise Landscapes
ICS-11.12	Water for Irrigation
Goal ICS-17	Adequate and efficient public utilities that meet the needs of residents of the City.
ICS-17.3	Promoting Renewable Energy Production
Goal-ICS-21	High quality, well maintained school facilities for the residents of Oxnard

Chapter 5 Environmental Resources

Goal ER-14	Improved air quality and minimized adverse effects of air pollution on human health and the economy.
ER-14.1	Incorporate Ventura County AQMP Mitigations
ER-14.2	Transportation Demand Management (TDM)
ER-14.3	Reducing Carbon Monoxide Exposure at Congested Intersections
ER-14.4	Emission Control Devices
ER-14.5	Reducing Construction Impacts during Smog Season
ER-14.6	Minimizing Dust and Air Emissions through Permitting Requirements
ER-14.7	Mitigation Monitoring
ER-14.8	Regional Cooperation and SB 375
ER-14.9	Participate in Regional Partnerships
ER-14.10	Consultation with Ventura County Air Pollution Control District
ER-14.11	Support Regional Attainment Plans
ER-14.12	Use VCAPCD Air Quality Assessment Guidelines
ER-14.13	Co-locate Ancillary Services

Chapter 6 Safety & Hazards

Goal SH-8	Acceptable safety and environmental health risks associated with vehicular transit.
SH-8.1	Planning Programs

Table 9 2030 General Plan Goals and Policies Related to Hazards and Hazardous Materials

Chapter 3 Community Development

CD-1.12 Avoiding Encroaching the Oxnard Airport

Goal CD-5 Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.

CD-5.4 Environmentally Friendly and "Green" Industry

Chapter 4 Infrastructure and Community Services

Goal ICS-10 Improved and safe commercial air carrier services.

ICS-10.2 Oxnard Airport Compatible Land Use

ICS-10.3 Airport Operations Monitoring

Goal ICS-15 Managed development adjacent to closed landfill areas that mitigate health and safety hazards.

ICS-15.1 Environmental and Health Impacts of Closed Landfills

ICS-15.2 Avoiding Sensitive Land Uses in Areas Adjacent to Landfills

ICS-15.3 Development Near Bailard Landfill

Goal ICS-16 Residents and property protected from the use, transport, and disposal of hazardous materials.

ICS-16.1 Underground Storage Program

ICS-16.2 Hazardous Waste Audits

ICS-16.3 Recycling of Hazardous Materials

Goal ICS-21 High quality, well maintained school facilities for the residents of Oxnard.

ICS-21.7 Buffer Areas Around Schools

Chapter 6 Safety & Hazards

Goal SH-4 Emergency preparedness through the provision of adequate fire and police protection, infrastructure, emergency supply stockpiling, public education, EOC planning and procedures, and outreach programs.

SH-4.4 Location of Private Emergency Response Facilities

SH-4.6 Access and Evacuation Corridors

SH-4.7 Infrastructure Homeland Security Programs

SH-4.8 Hazard Awareness and Preparedness Education

SH-5.6 Compatibility with Oxnard Airport

SH-6.12 Development Near Railroads and Oxnard Airport

Goal SH-7 Minimized risk associated with the transport distribution, use, and storage of hazardous materials.

SH-7.1 Hazardous Waste Minimization Audit Requirements

SH-7.2	Handling of Hazardous Materials
SH-7.3	Designated Hazardous Materials Routes
SH-7.4	Limiting High Risk Land Uses
SH-7.5	Implementing the Ventura County Hazardous Waste Management Plan
SH-7.6	Attraction/Retention of Clean Industries
SH-7.7	Increase Public Awareness
SH-7.9	Sensitive Land Use Planning
SH-7.10	Establishment of Hazardous Waste Facility
SH-7.12	Hazardous Materials Studies

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 10 2030 General Plan Goals and Policies Related to Hydrology and Water Quality**Chapter 3 Community Development**

Goal CD-5	Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.
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CD-5.3	Available Services
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Goal CD-8	Sensible urban development and redevelopment based on the City's ability to provide necessary governmental services and municipal utilities.
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CD-8.10	Timing of Large-Scale Development
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Goal CD-16	Coordinated land use and infrastructure decisions with economic development.
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CD-16.4	Evaluate Fiscal Impacts
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Chapter 4 Infrastructure and Community Services

Goal ICS-1	Provision of adequate facilities and services that maintain service levels, with adequate funding.
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ICS-1.1	Maintain Existing Service Levels
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ICS-1.2	Development Impacts to Existing Infrastructure
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ICS-1.4	Infrastructure Conditions of Approval
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Goal ICS-11	Water supply, quality, distribution, and storage adequate for existing and future development.
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ICS-11.5	Sustainability of Groundwater Supply
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ICS-11.8	Channel Islands Harbor and Offshore Water Quality
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ICS-11.9	Groundwater Extractions
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ICS-11.11	Water Quality
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ICS-11.13	Water Neutral Policy and Urban Water Management Plans
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Goal ICS-12	Adequate capacity at the City Waste Water Treatment Plant to accommodate existing and future development.
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ICS-12.3	Wastewater Discharge Monitoring
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ICS-12.4	Wastewater Discharge
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ICS-12.5	Sedimentation Control
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Goal ICS-13	Adequately sized storm drain systems and discharge treatment, certified levees, and implementation of appropriate National Pollutant Discharge Elimination System (NPDES) permits and regulations.
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ICS-13.1	100-year Floodplain
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ICS-13.2	Adequate Storm Drains and NPDES Discharge Treatment
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ICS-13.3	Stormwater Detention Basins
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ICS-13.4	Low Impact Development
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Chapter 5 Environmental Resources

Goal ER-5	Well managed water supply and wastewater treatment programs that together meet expected demand, prevent groundwater overdraft, and ensure water quality.
ER-5.1	Wastewater Treatment
ER-5.2	208 Wastewater Control Plan
ER-5.3	Reducing Dependence of Groundwater
ER-5.4	Wastewater Monitoring
ER-5.6	208 Groundwater Plan
ER-5.7	Minimizing Paved Surfaces

Chapter 6 Safety & Hazards

Goal SH-1	Minimal damage to structures, property, and infrastructure as a result of liquefaction and subsidence.
SH-1.2	Minimize Subsidence Trends
Goal SH-3	New development required to take necessary precautions prior to any construction to mitigate hazards and protect the health and safety of the inhabitants.
SH-3.1	Location of New Development
SH-3.2	New Development Flood Mitigation
SH-3.3	Updating Flood Insurance Rate Maps
SH-3.4	Avoiding Blockage of Natural Drainage
Goal SH-9	Oxnard Airport operations are at an acceptable risk and compatible with surrounding land uses and activities.
SH-9.1	Airport Land Use Compatibility Plans

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 11 2030 General Plan Goals and Policies Related to Land Use and Planning**Chapter 3 Community Development**

Goal CD-1	A balanced community consisting of residential, commercial, and employment uses consistent with the character, capacity, and vision of the City.
CD-1.2	Infill Development, Priority to Mixed Use
CD-1.3	Redevelopment to Mixed Use
CD-1.4	Transportation Choices
CD-1.5	Housing Variety
CD-1.6	Public Facilities
CD-1.7	Compact Development
CD-1.8	Natural Resource Conservation
CD-1.9	Commute Reduction
CD-1.10	Jobs-Housing Balance
CD-1.12	Avoiding Encroaching the Oxnard Airport
Goal CD-3	A city of stable, safe, attractive, and revitalized neighborhoods with adequate parks, schools, infrastructure, and community identity and pride.
CD-3.1	Neighborhood Preservation
CD-3.2	Encourage Planned Development Code Provisions for Revitalization
CD-3.3	Innovative Redevelopment
CD-3.6	Barrier-Free Housing and Reasonable Accommodation
CD-3.7	Senior In-Place Housing Opportunities
Goal CD-4	Commercial uses compatible with surrounding land uses to meet the present and future needs of Oxnard residents, employees, and visitors.
CD-4.1	Mitigate Land Use Conflicts
CD-4.2	Commercial Revitalization and Redevelopment
CD-4.3	Urban Village Program and Height Overlay
CD-4.4	Commercial Area Aesthetics
CD-4.5	Commercial Signage
Goal CD-5	Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.
CD-5.1	Industrial Clustering
CD-5.2	Compatible Land Use
CD-5.3	Available Services
CD-5.4	Environmentally Friendly and "Green" Industry

CD-5.5	"Green" Major Transportation Routes
Goal CD-6	Continued agriculture use within the Planning Area, compatible with the community's vision.
CD-6.1	Agricultural Buffers
CD-6.2	Agricultural Preservation
Goal CD-7	Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.
CD-7.1	Establishment of Urban Villages
CD-7.4	Urban Village Design Guidelines
Goal CD-8	Sensible urban development and redevelopment based on the City's ability to provide necessary governmental services and municipal utilities.
CD-8.1	Limiting Development
CD-8.2	Services
CD-8.5	Impact Mitigation
CD-8.7	Community Balance
CD-8.8	Public Facility Service Areas
CD-8.10	Timing of Large-Scale Development
Goal CD-10	Neighborhoods and urban villages with a distinct sense of place.
CD-10.1	Human-Scale Development
CD-10.2	Neighborhood Themes
Chapter 4 Infrastructure and Community Services	
Goal ICS-10	Improved and safe commercial air carrier services.
ICS-10.2	Oxnard Airport Compatible Land Use
Chapter 5 Environmental Resources	
Goal ER-3	Protected, restored, and enhanced of water-related habitats and their associated plant and wildlife species.
ER-3.1	Preservation of Riparian Habitat
ER-3.2	Review of Development Proposals
ER-3.3	Request Mitigation Measures from Other Agencies
Goal ER-4	Protected, restored, and enhanced sensitive habitat areas.
ER-4.1	Encourage Protection of Sensitive Habitat
ER-4.4	Loss of Sensitive Habitats
ER-4.5	Planning in Sensitive Areas
Chapter 7 Military Compatibility	
Goal MC-2	Participation of NBVC personnel and their dependents and Oxnard government and

	residents in planning and development decision-making processes that may impact NBVC and/or, conversely, the City and its residents.
MC-2.5	CEQA Notification
Goal MC-3	Mitigated and/or avoided encroachment associated with land uses and development.
MC-3.1	New Development to Protect Operations
MC-3.2	Vertical Obstructions
MC-3.4	Reference the Navy's Military Influence Area Map
Source: City of Oxnard 2030 General Plan Goals and Policies 2011	

Table 12 2030 General Plan Goals and Policies Related to Mineral Resources**Chapter 5 Environmental Resources**

Goal ER-1	Protection of natural and cultural resources, agriculture, and open spaces is well integrated with the built environment and human activities and achieves a symbiotic, mutually-beneficial, sustainable relationship.
ER-1.1	Protect Oxnard's Natural and Cultural Resources
Goal ER-13	Well managed extraction of mineral resources that protects the environment and surrounding land uses from adverse effects of extraction operations.
ER-13.1	Monitoring Mining Uses
ER-13.2	Reclamation of Mineral Resources
ER-13.3	Compatibility with Existing Land Uses
ER-13.4	Limiting Special Production Techniques

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 13 2030 General Plan Goals and Policies Related to Noise**Chapter 3 Community Development**

Goal CD-4	Commercial uses compatible with surrounding land uses to meet the present and future needs of Oxnard residents, employees and visitors.
CD-4.1	Mitigate Land Use Conflicts
Goal CD-5	Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.
CD-5.1	Industrial Clustering
CD-5.2	Compatible Land Use
CD-5.4	Environmentally Friendly and "Green" Industry
Goal CD-8	Sensible urban development and redevelopment based on the City's ability to provide necessary governmental services and municipal utilities.
CD-8.5	Impact Mitigation

Chapter 4 Infrastructure and Community Services

Goal ICS-10	Improved and safe commercial air carrier services.
ICS-10.2	Oxnard Airport Compatible Land Use

Chapter 5 Environmental Resources

Goal ER-6	Protected and enhanced natural setting and scenic resources.
ER-6.6	New Development Private Open Space

Chapter 6 Safety & Hazards

Goal SH-5	A quiet and safe residential and working environment in terms of exposure to and/or generation of noise.
SH-5.1	Noise Abatement Programs
SH-5.2	State Noise Insulation Standards
SH-5.3	Sound Attenuation Measures
SH-5.4	Older Neighborhood Noise Mitigation
SH-5.6	Compatibility with Oxnard Airport
SH-5.7	Monitor Vehicular Exhaust Noise
Goal SH-6	Consideration of noise levels and impacts in the land use planning and development process.
SH-6.1	Construction Noise Control
SH-6.2	Limiting Construction Activities
SH-6.3	Buffering Sensitive Receptors
SH-6.4	New Development Noise Compatibility

SH-6.5	Land Use Compatibility with Noise
SH-6.6	Locating Education Institutions to Avoid Noise Disruption
SH-6.7	Peak Noise Evaluation along Truck Routes
SH-6.8	Noise Contour Maps
SH-6.9	Minimize Noise Exposure to Sensitive Receptors
SH-6.10	Point Mugu NAS (Naval Base, Ventura County at Point Mugu) Awareness
SH-6.11	Exceptions to Noise Standards
SH-6.12	Development Near Railroads and Oxnard Airport
SH-6.13	Noise Acceptable for Open Windows and Patios
Goal SH-8	Acceptable safety and environmental health risks associated with vehicular transit.
SH-8.3	New Roadways and Expanding Existing Streets
Chapter 7 Military Compatibility	
Goal MC-2	Participation of NBVC personnel and their dependents and Oxnard government and residents in planning and development decision-making processes that may impact NBVC and/or, conversely, the City and its residents.
MC-2.3	Development Permitting Process
Goal MC-3	Mitigated and/or avoided encroachment associated with land uses and development.
MC-3.4	Reference the Navy's Military Influence Area Map
Source: City of Oxnard 2030 General Plan Goals and Policies 2011	

Table 14 2030 General Plan Goals and Policies Related to Population and Housing**Chapter 3 Community Development**

Goal CD-1	A balanced community consisting of residential, commercial, and employment uses consistent with the character, capacity, and vision of the City.
CD-1.5	Housing Variety
CD-1.10	Jobs-Housing Balance
Goal CD-3	A city of stable, safe, attractive, and revitalized neighborhoods with adequate parks, schools, infrastructure, and community identity and pride.
CD-3.1	Neighborhood Preservation
CD-3.2	Encourage Planned Development Code Provisions for Revitalization
CD-3.3	Innovative Redevelopment
Goal CD-4	Commercial uses compatible with surrounding land uses to meet the present and future needs of Oxnard residents, employees, and visitors.
CD-4.2	Commercial Revitalization and Redevelopment
Goal CD-5	Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.
CD-7.1	Establishment of Urban Villages
CD-7.4	Urban Village Design Guidelines
Goal CD-9	A high quality visual image and perception of the City.
CD-9.1	Neighborhood Identity
CD-9.6	High Rise Development

Chapter 4 Infrastructure and Community Service

Goal ICS-21	High quality, well maintained school facilities for the residents of Oxnard.
ICS-21.1	Accommodating City Growth
ICS-21.2	Development Fees
ICS-21.3	Siting of Schools
ICS-21.4	Mitigation of Impacts
ICS-21.5	Expansion of Existing Facilities
ICS-21.6	Monitor Enrollment Needs

Chapter 7 Military Compatibility

Goal MC-4	Continued active status for NBVC should another Base Closure and Realignment Commission (BRAC) be established.
MC-4.4	Affordable Housing

Note: See Chapter 8 of the 2030 Oxnard General Plan for the Housing Element, including applicable goals and policies.

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 15 2030 General Plan Goals and Policies Related to Public Services and Recreation

Chapter 3 Community Development

Goal CD-1	A balanced community consisting of residential, commercial, and employment uses consistent with the character, capacity, and vision of the City.
CD-1.6	Public Facilities
CD-1.8	Natural Resource Conservation
CD-1.11	Recreation Opportunities
Goal CD-3	A city of stable, safe, attractive, and revitalized neighborhoods with adequate parks, schools, infrastructure, and community identity and pride.
Goal CD-4	Commercial uses compatible with surrounding land uses to meet the present and future needs of Oxnard residents, employees, and visitors.
CD-4.1	Mitigate Land Use Conflicts
Goal CD-7	Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.
CD-7.12	Urban Village Collocation with Schools
CD-7.13	Urban Village Trail and Open Space Connections
Goal CD-8	Sensible urban development and redevelopment based on the City's ability to provide necessary governmental services and municipal utilities.
CD-8.2	Services
CD-8.8	Public Facility Service Areas
Goal CD-15	A strong economic and fiscal base critical to sustaining long-term prosperity for Oxnard residents and businesses.
CD-15.1	Quality of Life

Chapter 4 Infrastructure and Community Service

Goal ICS-1	Provision of adequate facilities and services that maintain service levels, with adequate funding.
ICS-1.1	Maintain Existing Service Levels
ICS-1.2	Development Impacts to Existing Infrastructure
ICS-1.3	Funding for Public Facilities
ICS-1.4	Infrastructure Conditions of Approval
Goal ICS-13	Adequately sized storm drain systems and discharge treatment, certified levees, and implementation of appropriate National Pollutant Discharge Elimination System (NPDES) permits and regulations.
ICS-13.1	100-year Floodplain
ICS-13.3	Stormwater Detention Basins
Goal ICS-19	Adequate and effective law enforcement and the incorporation of crime prevention features in developments.
ICS-19.1	Additional and/or Enlarged Police Facilities

ICS-19.2	Police Review of Development Projects
ICS-19.4	Crime Prevention Device Requirements
ICS-19.5	Incorporating Security Design Principles
ICS-19.7	New Development
ICS-19.8	Response Time
Goal ICS-20	Protected public through effective fire prevention services and the incorporation of fire safety features in new development.
ICS-20.1	Fire Response Time
ICS-20.2	Provision of Fire Station Facilities and Equipment
ICS-20.3	Commercial and Industrial Sprinkler Requirements
ICS-20.4	Fire Prevention Mitigation Fee
ICS-20.5	Fire Services to New Development
ICS-20.7	Adherence to City Standards
ICS-20.8	Development Review
Goal ICS-21	High quality, well maintained school facilities for the residents of Oxnard.
ICS-21.1	Accommodating City Growth
ICS-21.2	Development Fees
ICS-21.3	Siting of Schools
ICS-21.4	Mitigation of Impacts
ICS-21.5	Expansion of Existing Facilities
ICS-21.6	Monitor Enrollment Needs
Goal ICS-22	A full service, high quality public library system.
ICS-22.3	Expansion of Library Services
Goal ICS-23	A full range of recreational facilities and services accessible to all Oxnard residents, workers, and visitors.
ICS-23.1	City Park and Recreation Standards
ICS-23.3	Identifying Additional Parklands
ICS-23.4	Collocation of Parks and Schools
ICS-23.8	Buffering Neighborhood Parks
ICS-23.9	Regional Park Accessibility
ICS-23.10	Park Siting and Design to Maximize Security
Goal ICS-24	Optimized public investment in parks and recreation by reduced costs and funding alternatives.
ICS-24.3	Review Quimby Fee Formula
Chapter 5 Environmental Resources	
Goal ER-2	Maintenance and enhancement of natural resources and open space.

ER-2.3	Promote Areas for Open Space
Goal ER-4	Protected, restored, and enhanced sensitive habitat areas.
ER-4.2	Limiting Activities in Sensitive Areas
Goal ER-12	A viable agricultural industry, maintained and enhanced soil resources, reduced erosion, and improved agricultural productivity.
ER-12.11	Urban/Agricultural Buffer Zones
Chapter 6 Safety & Hazards	
Goal SH-4	Emergency preparedness through the provision of adequate fire and police protection, infrastructure, emergency supply stockpiling, public education, EOC planning and procedures, and outreach programs.

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 16 2030 General Plan Goals and Policies Related to Transportation**Chapter 2 Sustainable Communities**

Goal SC-1	Supporting and Participating in Global Warming and Climate Change Adaptation analysis and programs.
SC-1.3	Develop a Climate Action and Adaptation Plan (CAAP) That Supports the Regional SB 375 Sustainable Communities Strategy
Goal SC-3	Energy efficiency performance standards and generation from renewable sources.
SC-3.6	Targets for Zero-Emission Vehicles

Chapter 3 Community Development

Goal CD-1	A balanced community consisting of residential, commercial, and employment uses consistent with the character, capacity, and vision of the City.
CD-1.4	Transportation Choices
CD-1.9	Commute Reduction
Goal CD-5	Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.
CD-5.3	Available Services
CD-5.4	Environmentally Friendly and "Green" Industry
CD-5.5	"Green" Major Transportation Routes
Goal CD-7	Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.
CD-7.4	Urban Village Design Guidelines
CD-7.5	Pedestrian and Transit Scale
CD-7.6	Connectivity
CD-7.7	Urban Village Streetscapes and Identification
CD-7.8	Road Design
Goal CD-8	Sensible urban development and redevelopment based on the City's ability to provide necessary governmental services and municipal utilities.
CD-8.1	Limiting Development
CD-8.5	Impact Mitigation
CD-8.7	Community Balance
CD-8.9	Jobs/Housing Balance & Sustainable Communities Strategy (SB 375)

Chapter 4 Infrastructure and Community Services

Goal ICS-1	Provision of adequate facilities and services that maintain service levels, with adequate funding.
ICS-1.1	Maintain Existing Service Levels

ICS-1.2	Development Impacts to Existing Infrastructure
ICS-1.3	Funding for Public Facilities
ICS-1.4	Infrastructure Conditions of Approval
ICS-2.8	Intelligent Transportation Systems
ICS-2.9	Coordinated Traffic Signal Timing with other Agencies
ICS-2.10	High Capacity Corridors
ICS02.12	Gateway Enhancements
ICS-3.4	Roadway Design/101 Freeway Capacity
ICS-3.8	2030 Circulation System Diagram
Goal ICS-4	A functional and balanced goods movement system that provides timely and efficient transport of goods generated by the Port of Hueneme and agricultural, industrial, and commercial areas.
ICS-4.5	Loading and Unloading
ICS-4.8	Freight Railroad Right of Way for Other Uses
Goal ICS-5	A passenger railroad system that serves the needs of the residents, visitors, and workers.
ICS-5.2	Passenger Rail Service Expansion
ICS-5.3	Sub Regional Transportation Centers
Goal ICS-6	Public transit system that serves the needs of the residents and workers of Oxnard.
ICS-6.1	Transit Facilities for New Developments
Goal ICS-7	Effective Transportation Demand Management (TDM) programs that help achieve air quality goals and minimize congestion.
ICS-7.3	Travel Patterns
Goal ICS-8	Safe bicycle and pedestrian circulation throughout the City.
ICS-8.1	Improved Bicycle and Pedestrian Safety
ICS-8.3	Completing Bicycle and Sidewalk Network
ICS-8.4	New Development Requires Bicycle Improvements
ICS-8.5	Public Sidewalks and Pedestrian Orientation
ICS-8.6	Americans with Disability Act (ADA) Handicap Requirements
ICS-8.7	Downtown and Beach Area Bicycle Accessibility
ICS-8.8	Educational Facilities
ICS-8.9	Street Crossings
ICS-8.10	Coastal Trail Development
ICS-8.11	Bicycle Parking and Storage
ICS-2.1	Coordinate with Regional Transportation Planning
ICS-2.2	Improved Port of Hueneme Access

ICS-2.5	Mitigated Impacts on County Roads
ICS-2.6	Reduction of Construction Impacts
ICS-2.7	Consistent Roadway Signage
ICS-8.12	Roadway Surfacing
ICS-8.13	Importance of Pedestrian and Bicycle Access in Site Planning
ICS-8.14	Connecting Facilities
Goal ICS-9	Adequate parking and loading facilities to support residential and commercial parking needs.
ICS-9.1	Beach and Coastal Parking
ICS-9.2	Development Adequate Parking
Goal ICS-10	Improved and safe commercial air carrier services.
Goal ICS-20	Protected public through effective fire protection services and the incorporation of fire safety features in new development.
ICS-20.10	Adequate Emergency Access and Routes

Chapter 6 Safety & Hazards

Goal SH-4	Emergency preparedness through the provision of adequate fire and police protection, infrastructure, emergency supply stockpiling, public education, EOC planning and procedures, and outreach programs.
SH-4.6	Access and Evacuation Corridors
Goal SH-8	Acceptable safety and environmental health risks associated with vehicular transit.
SH-8.2	Reducing Speed on Neighborhood Streets
SH-8.3	New Roadways and Expanding Existing Streets
Goal SH-9	Oxnard Airport operations are at an acceptable risk and compatible with surrounding land uses and activities.
SH-9.1	Airport Land Use Compatibility Plans

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 17 2030 General Plan Goals and Policies Related to Tribal Cultural Resources**Chapter 3 Community Development****CD-11.3** Protect and Enhance Cultural Resources**CD-11.4** Incorporate Historic Features**Chapter 5 Environmental Resources****Goal ER-1** Protection of natural and cultural resources, agriculture, and open spaces is well integrated with the built environment and human activities and achieves a symbiotic, mutually-beneficial, sustainable relationship.**ER-1.1** Protect Oxnard's Natural and Cultural Resources**Goal ER-11** Identification, protection, and enhancement of the City's archaeological, historical, and paleontological resources.**ER-11.1** Archaeological Resource Surveys**ER-11.2** Mitigating the Impact of New Development on Cultural Resources**ER-11.3** Development Applicants to Conduct Research**ER-11.4** Historic Preservation**ER-11.6** Identification of Archaeological Resources**ER-11.7** Native American Remains**ER-12.8** Historical Resource Inventory

Source: City of Oxnard

Table 18 2030 General Plan Goals and Policies Related to Utilities and Service Systems

Chapter 3 Community Development

Goal CD-5	Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.
CD-5.3	Available Services
Goal CD-8	Sensible urban development and redevelopment based on the City's ability to provide necessary governmental services and municipal utilities.
CD-8.10	Timing of Large-Scale Development
Goal CD-16	Coordinated land use and infrastructure decisions with economic development.
CD-16.4	Evaluate Fiscal Impacts

Chapter 4 Infrastructure and Community Services

Goal ICS-1	Provision of adequate facilities and services that maintain service levels, with adequate funding.
ICS-1.2	Development Impacts to Existing Infrastructure
Goal ICS-11	Water supply, quality, distribution, and storage adequate for existing and future development.
ICS-11.3	GREAT Program Implementation
ICS-11.6	Water Conservation and/or Recycling Connection as Mitigation
ICS-11.7	Water Wise Landscapes
ICS-11.10	Water Supply Finding for Smaller Projects
ICS-11.12	Water for Irrigation
ICS-11.13	Water Neutral Policy and Urban Water Management Plans
Goal ICS-12	Adequate capacity at the City Waste Water Treatment Plant to accommodate existing and future development.
ICS-12.1	Water Recycling and Resource Recovery
ICS-12.3	Wastewater Discharge Monitoring
ICS-12.4	Wastewater Discharge
ICS-12.5	Sedimentation Control
ICS-12.6	Timing of Future Development
Goal ICS-14	Reduced solid waste and increased recycling.
ICS-14.1	Waste Reduction
ICS-14.2	Use of Recycled Materials
ICS-14.3	New Development Requirements

Goal ICS-15	Managed development adjacent to closed landfill areas that mitigate health and safety hazards.
ICS-15.1	Environmental and Health Impacts of Closed Landfills
ICS-15.2	Avoiding Sensitive Land Uses in Areas Adjacent to Landfills
Goal ICS-17	Adequate and efficient public utilities that meet the needs of residents of the City.
ICS-17.5	Undergrounding of Utility Lines
Chapter 5 Environmental Resources	
Goal ER-5	Well managed water supply and wastewater treatment programs that together meet expected demand, prevent groundwater overdraft, and ensure water quality.
ER-5.1	Wastewater Treatment
ER-5.3	Reducing Dependence on Groundwater

Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Table 19 2030 General Plan Goals and Policies Related to Wildfire**Chapter 3 Community Development**

Goal CD-5	Development of industrial uses in appropriate areas, assistance in the location of new industry, retention and expansion of existing industry, and maintenance of the City's economic vitality.
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Chapter 4 Infrastructure and Community Services

Goal ICS-21	High quality, well maintained school facilities for the residents of Oxnard.
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ICS-21.7	Buffer Areas Around Schools
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Chapter 6 Safety & Hazards

Goal SH-4	Emergency preparedness through the provision of adequate fire and police protection, infrastructure, emergency supply stockpiling, public education, EOC planning and procedures, and outreach programs.
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SH-4.4	Location of Private Emergency Response Facilities
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SH-4.6	Access and Evacuation Corridors
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SH-4.7	Infrastructure Homeland Security Programs
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SH-4.8	Hazard Awareness and Preparedness Education
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SH-7.9	Sensitive Land Use Planning
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SH-7.10	Establishment of Hazardous Waste Facility
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SH-7.12	Hazardous Materials Studies
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Source: City of Oxnard 2030 General Plan Goals and Policies 2011

Attachment C

*SB743 VMT Implementation in Oxnard Memorandum
Methods and Approach Only*

Memorandum

Date: July 17, 2024
To: Kathleen Mallory, City of Oxnard Community Development Department
From: John Muggridge & Nico Boyd, Fehr & Peers
Subject: **SB 743 Implementation in Oxnard**

LA21-3261

This memorandum summarizes the process that has been undertaken to study Senate Bill (SB) 743 implementation options for the City of Oxnard. The sections below provide contextual information about SB 743 and describe the development of recommendations for the City's vehicle miles traveled (VMT) metrics, proposed project screening criteria, and thresholds of significance.

Executive Summary

SB 743, signed in 2013, required changes to the way transportation studies are conducted in California Environmental Quality Act (CEQA) documents. Under SB 743, lead agencies are required to assess changes in VMT rather than motorist delay and level of service (LOS) as the metric for CEQA impact determination. VMT is defined as the product of the number of daily trips generated by a new development and the distance those trips travel to their destinations. SB 743 does not prevent a city from continuing to analyze LOS as part of development review, General Plan conformance, or on-going network monitoring, but LOS will no longer constitute the basis for assessing CEQA impacts. Accordingly, the City must adopt a methodology for assessing VMT for development review within the City.

The most typical analytical approach recommended by the Governor's Office of Planning and Research (OPR) for estimating VMT is to use the travel demand forecasting model for a region. The regional Ventura County Transportation Model (VCTM), maintained by the Ventura County Transportation Commission (VCTC), is currently the best available tool to estimate VMT in the City of Oxnard and the surrounding region. For the City of Oxnard, the OPR recommended VMT methodology includes all trips within the VCTM model for the following metrics: Total VMT per Service Population (all vehicles and all trip purposes), Home-Based VMT per Capita (for residential development projects), and Home-Based Work VMT per employee (for commercial development projects).



VMT data was extracted from the VCTM model's Base Year 2016 and Future Year 2040 scenarios and interpolated to estimate 2024 conditions (Table 1 of this report). Based on the VMT estimates for the City and Ventura County, Total VMT per Service Population, Home-Based VMT per Capita, and Home-Based Work VMT per employee are all lower in Oxnard compared to Ventura County. This means that residential, office, and commercial development in the City is less impactful on VMT than if it occurs elsewhere in Ventura County. Given this finding, the current recommendation is that Existing VMT be defined as the average VMT for Ventura County. This means that new development projects in the City will be compared to the Existing VMT in Ventura County to determine if they exceed the City's VMT impact threshold.

OPR has provided guidance related to several opportunities for screening projects from requiring a detailed VMT analysis. This includes considerations regarding project size, locally serving retail, location within a low VMT area, proximity to transit, transportation improvements that promote non-auto travel, or if a project provides affordable housing. Screening opportunities in the City of Oxnard are summarized in Table 2 of this report.

Introduction

What is SB 743?

On September 27, 2013, Governor Jerry Brown signed SB 743 into law. The primary purpose of SB 743 was to eliminate intersection LOS (a measure of vehicular capacity and traffic delay) as a basis for determining significant transportation impacts under CEQA. The law directed OPR to update the CEQA Guidelines to include new performance criteria for determining the significance of transportation impacts.

In response to SB 743, OPR selected VMT as the new transportation impact metric. OPR then submitted updates to the CEQA Guidelines, and these updates were certified by the California Natural Resources Agency in December 2018. Lead agencies were granted a grace period until July 1, 2020 to implement a VMT analysis as part of their environmental review process.

To help aid lead agencies with SB 743 implementation, OPR produced a Technical Advisory.¹ The Technical Advisory helps lead agencies think about the variety of implementation questions they face with respect to shifting from an LOS to a VMT metric. However, lead agencies must still make their own specific decisions about VMT methodology, thresholds, and mitigation. These decisions should be consistent with the City's goals as expressed in their General Plan.

¹ *Technical Advisory on Evaluating Transportation Impacts in CEQA*, OPR, December 2018
http://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf



What is VMT?

VMT is simply the number of miles driven by a vehicle, typically the total on an average day. The total VMT for a day would include all trips made by a driver in a vehicle. For example, a resident may drive to their job, drive to lunch, drive back to their office, and drive home at the end of the day. Adding all of the miles together for the day would be the daily VMT for that driver.

VMT impact analysis consistent with SB 743 ultimately compares the estimated VMT of a project with the average VMT for a broader geographic area (such as a city, county, subregion, or region), and if a project has average VMT that is lower than the region, it may not be considered to have a significant transportation impact.

Which Projects are Affected by SB 743?

Two types of projects, land use development projects and transportation infrastructure projects, are affected by SB 743:

- **Land Use** – Development projects and area plans (e.g., General Plan or Housing Element) will continue to require a transportation impact analysis. However, transportation impact studies conducted as part of the CEQA process will now be required to base project impacts on VMT.
- **Transportation Infrastructure** – Prior to SB 743, transportation projects that had the potential to worsen vehicle delay, such as narrowing a roadway to provide bicycle lanes, may result in an environmental impact under CEQA. With SB 743 in place, transportation projects that promote travel by non-auto modes are no longer considered to result in an environmental impact. Roadway widening projects need to consider potential impacts from increasing VMT.

Can Oxnard Still Consider LOS?

Yes. SB 743 does not prevent a city from continuing to utilize LOS as part of development review, General Plan conformance, or on-going network monitoring, but LOS will no longer constitute the basis for determining CEQA impacts. Cities can still use vehicle LOS outside of the CEQA process if they determine it is an important part of their transportation analysis process or needed for a determination of General Plan compliance.

What Decisions Does the City Need to Make to Implement SB 743?

In order to update the City's approach to transportation analysis under CEQA, several decisions will need to be made. As the lead agency for CEQA analysis, the City Council has discretion to make decisions regarding how VMT is evaluated in Oxnard through the following four decision points. Each decision point is summarized briefly below and discussed in more detail in the following sections.



- **VTM Analysis Methodology / Tools** – While a variety of approaches are available, using a regionally adopted travel demand forecasting model is the typical approach.
- **Existing VMT Metrics** – Existing VMT metrics are the average VMT per capita or per employee that a project would be compared to in order to determine whether or not the project would be expected to have a significant impact. The City has the flexibility to choose the geographic area that a project would be compared to, such as the City, the County, or a sub-regional or regional area. This memorandum summarizes the different geographic area options that have been explored for developing this Existing VMT metric as well as the recommended area based on the analytical findings.
- **Screening Criteria** – While the OPR *Technical Advisory* recommends several criteria for determining whether a project should be subject to a VMT impact analysis, the City could consider alternatives to or choose not to adopt screening criteria. Several screening criteria options are described in this memorandum.
- **Thresholds of Significance** – The percentage difference between a project's VMT and the Existing VMT determines whether a project would have a significant transportation impact under CEQA. OPR recommends that a project should generate less VMT than the Existing VMT in order to avoid a significant impact and recommends a threshold of at least 15% less VMT per capita or per employee compared with the Existing VMT in order to avoid a significant transportation impact. However, the City could choose to implement a stricter threshold.

VTM Analysis Methodology

Tools

OPR's *Technical Advisory* details various approaches and tools to estimate VMT, but the most typical analytical tool is to use the travel demand forecasting model for a region. The regional VCTM, maintained by VCTC, is currently the best available tool to estimate VMT in the City of Oxnard and the surrounding region. The most recent version of the VCTM uses a base year of 2016 and a horizon year of 2040. Should the City develop its own travel demand model, this can also be used to determine VMT.

VTM Methodology for Land Use Projects and Plans

Based on input from Fehr & Peers, City staff determine that an origin-destination (OD) VMT methodology would be the appropriate methodology for estimating the VMT of land use projects and plans as guided by SB 743 legislation. The OD VMT method estimates the VMT generated by land uses in a specific geographic area, such as the City or a larger geographic area such as Ventura County. All vehicles traveling to/from the defined geographic area are tracked within the VCTM model and the number of trips and length of trips are used to calculate the OD VMT.



For the City of Oxnard, the VMT methodology includes all trips within the VCTM model for each of the following variable formats:

- **Total VMT per Service Population (all vehicles and all trip purposes):** The total VMT to and from all zones in the geographic area are divided by the total service population (employees + residents) to get the efficiency metric of VMT per service population.
- **Home-Based VMT per capita (automobile only):** All Home-Based auto vehicle trips are traced back to the residence of the trip-maker (Non-Home-Based trips are excluded) and then divided by the population within the geographic area to get the efficiency metric of Home-Based VMT per capita.
- **Home-Based work VMT per employee (automobile only):** All auto vehicle trips between home and work are counted, and then divided by the number of employees within the geographic area to get the efficiency metric of Home-Based Work VMT per employee.

VMT Methodology for Transportation Projects and Plans

The VMT methodology for transportation projects is based on the net change in total VMT. The VCTM model is used to estimate the Existing VMT within the City and then forecast the change in VMT with the project in operation. The VMT will be calculated based on the boundary method which considers all travel on roadways in the study area, including vehicles that are traveling on the roadways but don't have an origin or destination in the area (i.e., pass-through or external trips). The VMT for transportation projects is calculated as defined below.

- **Total Roadway VMT (all vehicles):** The total daily VMT can be measured using the VCTM model by multiplying the daily volume on every roadway segment by the length of every roadway segment.

In addition to VMT changes forecasted by the VCTM model, induced travel demand resulting from increasing roadway capacity (e.g., widening roadways with additional lanes) should be considered.

VMT Analysis Process

For projects that do not meet any of the screening criteria described below, a VMT analysis would be required. The VMT analysis would rely on the best available data to inform trip generation and trip length estimates for the project uses. For land use plans (e.g., Specific Plan or General Plan) and projects consisting of residential, office, and retail land uses, the VMT analysis can be conducted using the VCTM model. For other project types, such as a special event venue, the VMT analysis should be customized to determine the unique trip generation and trip length characteristics of the proposed uses. **Appendix A** presents a flowchart that describes the steps involved in the analysis process.



As required under current practice, the VMT analysis should consider the potential impacts of the project under both existing and future/cumulative conditions as follows:

- **Existing Conditions:** Project-generated VMT should be estimated for the proposed land uses under existing conditions. VMT can be estimated using the VCTM model and should be reported as VMT per capita (residential projects), VMT per employee (office, industrial, or employment-generating projects), or VMT per service population (all other land uses). For land use plans, VMT per service population or Total VMT can be used to determine potential impacts.
- **Cumulative Conditions:** A less than significant impact under Existing conditions would also result in a less than significant cumulative impact as long as the project is consistent with the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy(RTP/SCS).

In some cases, the Project-effect on VMT should be estimated under cumulative conditions to determine if VMT in the study area would be higher/lower in the future with the project in place. This analysis would be applicable to large planning efforts that may result in changes to regional travel patterns. To evaluate the project's effect on VMT, the future year travel demand model should be updated to reflect the project and determine if the Citywide VMT increases or not with the project.

Existing VMT Metrics

To understand the VMT trends in the City of Oxnard and the broader area, the VCTM model was used to estimate the Existing VMT metrics. The Existing VMT metrics were developed for Ventura County and the City of Oxnard. The VMT data was based on the Transportation Analysis Zones (TAZs)² in both of these areas for the VCTM model's Base Year 2016 and Future Year 2040 conditions and interpolated to estimate 2024 conditions (when analyzing development projects, the Existing VMT would be estimated for the Notice of Preparation (NOP) year for the project). **Table 1** presents VMT estimates for the City and Ventura County. As shown, Total VMT per Service Population, Home-Based VMT per Capita for residential development, and Home-Based Work VMT per employee are all lower in Oxnard compared to Ventura County. This is likely driven by the fact that people who live in Oxnard generally don't have to travel as far for commute or non-commute trips compared to the broader geography of Ventura County.

² Transportation Analysis Zones are geographic polygons similar to Census block groups used to represent areas of homogenous travel behavior in the SCAG Model.



Table 1. VMT Metrics in Oxnard and Ventura County

VMT Metrics		2016	2024	2040
Total VMT Per Service Population	Ventura County	27.3	26.7	25.7
	Oxnard	20.8	20.4	19.8
Home-Based VMT Per Capita (Residential)	Ventura County	16.5	17.1	18.1
	Oxnard	14.8	15.4	16.3
Home-Based Work VMT Per employee (Employment)	Ventura County	16.3	14.7	12.0
	Oxnard	11.3	9.9	7.5

Given that the City of Oxnard produces less VMT than the broader geography of Ventura County, this means that residential, office, and commercial development in the City is less impactful on VMT than if it occurs elsewhere in Ventura County. Given this finding, the current recommendation is that Existing VMT be defined as the average VMT for Ventura County. This means that new development projects in the City will be compared to the Existing VMT in Ventura County to determine if they exceed the City's VMT impact threshold, described in greater detail below.

VMT Screening Criteria

VMT is heavily dependent on land use and location. For example, a development site located in an urban area will have lower VMT because people have more options to walk, bike, and take transit or drive short distances to nearby destinations in comparison to a suburban development where most people drive longer distances for their everyday work and household needs. Therefore, OPR has provided guidance related to several opportunities for screening projects from requiring a detailed VMT analysis. Screening opportunities in the City of Oxnard are described below.

Table 2 provides a summary of VMT screening criteria for projects in the City of Oxnard. Screening categories are described further after the table. A project only needs to satisfy the screening criteria for one of the screening categories to be exempt from requiring further VMT analysis.



Table 2. VMT Screening Criteria

Screening Criteria	Project Requirements to Meet Screening Criteria
Project Size	A residential or office project that generates 110 or fewer daily trips.
Locally Serving Project	A project that has locally serving retail uses that are 50,000 square feet or less. Locally serving retail is retail development that generally improves the convenience of shopping close to home, such as specialty retail, shopping center, grocery store, pharmacy, day care centers, financial services/banks, fitness center or health club, restaurant, and café. This screening criteria may also include locally serving uses such as locally serving assembly uses (places of worship and community organizations) and locally serving community institutions such as K-12 schools, public libraries, fire stations, local government, local parks and similar uses. For non-retail uses that are local serving, evidence should be provided to City staff to substantiate the local serving nature of a project. If the project contains other land uses such as housing or larger retail centers, those uses need to be considered under one of the other screening criteria below.
Project Located in a Low VMT Area	A residential or office project that is located in an area that is already 15% below the Ventura County Existing VMT (See VMT screening maps in Appendix B for residential and employment projects – Zones colored in blue are already 15% or more below the Ventura County Existing VMT). For mixed-use projects that include both residential and office/commercial land uses, all project land uses should be evaluated against both low VMT screening thresholds.
Transit Proximity	A residential, office, or retail project that is located within a ½ mile of the Metrolink station or within a ½ mile of a bus stop with service frequency of 15 minutes or less during commute periods (Public Resource Code § 21064.3). In addition, the project should have all of the following characteristics: • A Floor Area Ratio (FAR) of 0.75 or greater • Is consistent with the applicable current SCAG SCS (as determined by the City) • Does not provide more parking than is required under the City of Oxnard Municipal Code or Specific Plan parking requirements • Does not replace affordable housing units with moderate or high-income residential units
Affordable Housing	A residential project that provides affordable housing units; if part of a larger development, only those units that meet the definition of affordable housing satisfy the screening criteria.
Transportation Facilities	Transportation projects that promote non-auto travel, improve safety, or improve traffic operations at current bottlenecks. Such transportation projects include mass transit, bicycle and pedestrian facilities, intersection traffic control (e.g., traffic signals or roundabouts), or widening at intersections to provide new turn lanes.

Project Size

Per OPR guidance, projects that generate less than 110 daily trips may be screened from conducting a VMT analysis. Most jurisdictions are using OPR's guidance with regard to projects that generate



less than 110 daily trips. **Table 3** provides example levels of development that could occur based on various land uses under this screening threshold.

Table 3. Example Land Use Sizes Generating 110 Daily Trips or Less*

	Single Family Residential	Multifamily Residential	Office	Industrial
Project Size	11 Dwelling Units	15 – 24 Dwelling Units	11,000 Square Feet	8,900 – 111,000 Square Feet

**Note: Table 2 is not sufficient for determining whether a proposed project meets the threshold of 110 daily trips or less. All land use projects that are considered for this screening criterion should complete a trip generation analysis to confirm whether the threshold of 110 daily trips or less is met.*

Locally Serving Project

Per OPR's *Technical Advisory*, local serving retail projects that are 50,000 square feet or less may be presumed to have a less than significant VMT impact absent substantial evidence to the contrary. This is because local serving retail generally improves the convenience of shopping close to home and has the effect of reducing vehicle travel. Locally serving projects also include locally serving assembly uses (places of worship and community organizations), locally serving community institutions (K-12 schools, public libraries, fire stations, local government, local parks) and similar uses that have the effect of reducing vehicle travel.

Projects Located in Low VMT Areas

OPR guidance states that residential and office projects located within a low VMT generating area may be presumed to have a less than significant impact absent substantial evidence to the contrary. A low VMT area generally has higher density, a mix of land uses, and provides opportunities for people to walk to nearby uses instead of always driving. Low VMT areas are defined by OPR as areas that are currently generating VMT that is 15% or more below the City's VMT threshold. Land use development projects qualify for this screening if the project will generate VMT that is similar to the existing land uses in the low VMT area.

OPR recommends that lead agencies select a low VMT area screening threshold that aligns with all three statutory goals listed in Section 21099 of the Public Resources Code: (1) reduction of greenhouse gas (GHG) emissions; (2) development of multimodal transportation networks; and (3) a diversity of land uses. The State has clear quantitative targets for GHG emissions reduction set forth in law and based on scientific consensus, and the depth of VMT reduction needed to achieve those targets has been quantified. Tying VMT thresholds to GHG reduction also supports the two other statutory goals of promoting land use diversity and providing multimodal travel options. Therefore, to ensure adequate analysis of transportation impacts, OPR recommends using quantitative VMT thresholds linked to GHG reduction targets.



Based on OPR's review of the applicable research, OPR recommends that a per capita or per employee VMT that is 15% below that of existing development in the geographic area (i.e., 15% below the Existing VMT) may be a reasonable threshold.

As discussed, based on input from Fehr & Peers, City staff recommends that Existing VMT be defined as the average VMT in Ventura County for the purpose of setting significance thresholds. As such, the Home-Based VMT per Capita metric for residential development in the City of Oxnard, Ventura County, and the significance thresholds recommended by OPR (defined based on the Ventura County VMT metric) are shown in **Table 4**, and the Home-Based Work VMT per employee metrics and significance thresholds for non-residential development are shown in **Table 5**.

Based on the information presented in **Tables 4** and **5**, the recommendation is to define a low VMT area as a TAZ that is 15% lower than the Existing VMT (defined based on the Ventura County VMT metric) to follow OPR guidance. The two maps in **Appendix B** illustrate the Home-Based VMT per Capita for residential development and Home-Based Work VMT per employee for non-residential development in the City of Oxnard in comparison to the Ventura County average. Areas shown in blue are Low VMT areas in which VMT is already 15% or more below the Ventura County Existing VMT. Areas shown in yellow are Moderate VMT areas in which VMT is between 0% and 15% below the Ventura County Existing VMT, and areas shown in red are High VMT areas in which VMT exceeds the Ventura County Existing VMT.

Table 4. City of Oxnard Residential VMT (Home-Based VMT) per Capita

VMT Metrics	Ventura County/ Oxnard Average VMT		
	2016 Model	2024 Estimate	2040 Model
Oxnard Home-Based VMT per Capita	14.8	15.4	16.3
Ventura County Home-Based VMT per Capita	16.5	17.1	18.1
15% Below County VMT	14.0	14.5	15.4

Table 5. City of Oxnard Employment VMT (Home-Based Work VMT) per Employee

VMT Metrics	Ventura County/ Oxnard Average VMT		
	2016 Model	2024 Estimate	2040 Model
Oxnard Home-Based Work VMT per employee	11.3	9.9	7.5
Ventura County Home-Based Work VMT per employee	16.3	14.7	12.0
15% Below County VMT	13.9	12.5	10.2



Transit Proximity

Projects located within Transit Priority Areas (TPAs) as defined under Public Resource Code § 21099 or on High Quality Transit Corridors (HQTCs) as defined under Public Resource Code § 21155 may also be exempt from VMT analysis. TPAs are defined in the OPR Technical Advisory as a ½ mile radius around an existing or planned major transit stop, or an existing stop along a high-quality transit corridor (HQTC). HQTCs are defined in the technical advisory as a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

In addition to transit proximity, OPR also recommends that other project characteristics be considered to determine if TPA screening criteria are satisfied. To be considered for TPA screening, a project should have all of the following characteristics:

- A Floor Area Ratio (FAR) of 0.75 or greater;
- Is consistent with the applicable SCAG Sustainable Community Strategy (SCS) (as determined by the City);
- Does not provide more parking than is required under the City of Oxnard Municipal Code or Specific Plan parking requirements; and
- Does not replace affordable housing units with a smaller number of moderate- or high-income residential units.

Affordable Housing

Affordable housing is known to generate lower VMT than market-rate housing. In addition, affordable housing in infill areas can shorten commutes by providing housing closer to where people work, thereby reducing VMT. Affordable housing units in infill locations can be presumed to have a less than significant impact on VMT, absent substantial evidence to the contrary, and can be screened from requiring further VMT analysis. The screening can be applied to infill projects containing 100% of housing units as affordable to lower income households or to only those units within a larger or mixed use infill development that meet affordable housing requirements for lower income households.

Transportation Facilities

Transportation projects that promote active transportation, such as transit, bicycle and pedestrian facilities, are presumed to generally reduce VMT and can be screened from further analysis. In addition, projects that improve safety or improve traffic operations at current bottlenecks, such as intersection traffic control (e.g., traffic signals or roundabouts), or widening at intersections to provide new turn lanes are not expected to increase VMT. The following transportation projects can be screened from further VMT analysis.



- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation facilities and do not add additional motor vehicle capacity
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, or two-way left turn lanes
- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit
- Reduction in number of travel lanes
- Installation, removal, or reconfiguration of traffic control devices
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow
- Installation of roundabouts or traffic circles
- Installation or reconfiguration of traffic calming devices

If the City determines that a project would likely lead to a measurable and substantial increase in vehicle travel, the City should conduct an analysis assessing the amount of vehicle travel a project will induce. The following are project types that would likely lead to a measurable increase in vehicle travel:

- Addition of through lanes on existing or new highways, including general purpose lanes, high-occupancy vehicle (HOV) lanes, peak period lanes, auxiliary lanes, or lanes through grade-separated interchanges

VMT Impact Thresholds

CEQA Guidelines Section 15064.7, *Thresholds of Significance*, encourages lead agencies to develop and publish thresholds of significance. Pursuant to Section 15064.7(b), the City can adopt thresholds of significance for VMT by ordinance, resolution, rule or regulation through a public review process supported by substantial evidence. OPR's Technical Advisory has identified 15% below the regional average as the threshold for identifying a significant VMT impact for land use projects and plans. This is based on research conducted to determine the VMT reduction needed in order to help the State achieve its climate goals. Reducing VMT to 15% below existing conditions is a reasonable threshold for new development projects to ensure that projects in Oxnard contribute to the achievement of the State's goals.

OPR guidance is also provided for transportation projects. For roadway widening projects, a significant impact would occur if the project increased the Existing VMT in the study area.

The VMT thresholds for projects and plans in the City of Oxnard, including examples, are summarized below in **Table 6**.



Table 6. VMT Thresholds of Significance and Example Projects that may exceed VMT Threshold

Project Type	Threshold for Determination of Significant VMT Impact	Project Example(s)
Residential Project	Project exceeds 15% below the Ventura County Existing VMT for home-Based VMT per capita	Single- or multi-family market rate residential development project located in a high Home-Based VMT per Capita area. These areas are depicted as the Red or Yellow areas of Residential Low VMT screening map on Figure 1 in Appendix B.
Employment (Commercial or Industrial) Project	Project exceeds 15% below the Ventura County Existing VMT for Home-Based Work VMT per employee	Office (general and/or medical/dental) projects, manufacturing and warehousing projects, fulfillment and distribution center projects located in the Red or Yellow area of Employment VMT screening map area on Figure 2 in Appendix B.
Regional Retail Project	Project results in a net increase in total VMT in comparison to the existing condition	Retail projects larger than 50,000 square feet, such as malls, big box retail, and large shopping centers
Mixed-Use Projects	Evaluate each project land use component separately using the criteria above. If either the residential or office/commercial component of a mixed-use project fails to meet any of the VMT screening criteria listed in Table 2, then VMT analysis must be conducted for the project components that cannot be screened.	Mixed-use project featuring residential, office, and/or retail components located in Red or Yellow area of respective Residential Low VMT screening map on Figure 1 or Employment VMT screening map area on Figure 2 in Appendix B.
Land Use Plans	Plan exceeds 15% below the Ventura County Existing VMT for Total VMT per service population	City of Oxnard Specific Plans or General Plan
Other land use types	The project applicant should coordinate with the City of Oxnard to determine the appropriate methodology/threshold for analyzing the VMT impacts of land uses not listed above.	Special generator, such as aquatics center, regional park, amusement park, etc.
Transportation Projects	Project results in a net increase in VMT in the study area in comparison to existing conditions	Construction of a new roadway or additional vehicle travel lanes



Mitigation

The types of mitigations that affect VMT are those that reduce the number of single-occupant vehicles generated by the project. This can be accomplished by changing the land uses being proposed or by implementing Transportation Demand Management (TDM) strategies. TDM strategies are reductions available from certain types of project site modifications, programming, and operational changes.

The effectiveness of identified TDM strategies is based primarily on research documented in the 2021 California Air Pollution Control Officers Association (CAPCOA) publication, *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (CAPCOA, 2021). CAPCOA offers methodology based on the latest science and literature available at the time of publication for each strategy³. For a comprehensive list of available TDM strategies, please refer to the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity*, which contains detailed equations to apply TDM reductions given the land use type and built environment context.

Recommendations

The following elements are recommended for adoption in the City of Oxnard:

- **Methodology:** It is recommended that the City of Oxnard utilize the regional VCTM, maintained by VCTC, to estimate VMT in the City of Oxnard and the Oxnard Area of Influence. The most recent version of the VCTM uses a base year of 2016 and a horizon year of 2040. Should the City develop its own travel demand model to utilize instead of the VCTM, this City-specific model can also be used to determine VMT. The VMT methodology should include all trips within the VCTM model for each of the following variable formats, as described in this memorandum:
 - **Total VMT per Service Population (all vehicles and all trip purposes):** This metric should be used to evaluate land use plans.
 - **Home-based VMT per capita for residential development (automobile only):** This metric should be used to evaluate residential land development projects.
 - **Home-based work VMT per employee (automobile only):** This metric should be used to evaluate commercial and industrial land development projects.

³ *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (Final Draft)*, California Air Pollution Control Officers Association, December 2021



- **Net Change in Total VMT:** This metric should be used to evaluate regional retail projects (larger than 50,000 square feet) and transportation projects.
- **Other:** For land uses that do not conform to the project types listed in **Table 6**, the City can determine the appropriate VMT metric depending on the project description. The project applicant should prepare a methodology for determining VMT impacts of a project, which should be discussed and confirmed with the appropriate City staff member before proceeding with any VMT analysis.
- **Existing VMT:** The average VMT for Ventura County should be set as the existing VMT for the purpose of identifying VMT impacts. The City of Oxnard should update the existing VMT metric on an annual basis.
- **Screening Criteria:** It is recommended that the City of Oxnard adopt all of the screening criteria recommended by OPR, including the project daily trip screening (projects generating 110 daily trips or less), the local-serving retail screening (retail projects that are 50,000 square feet or less), the low VMT area screening (projects located in existing VMT efficient areas), and the transit screening (projects located within Transit Priority Areas or High Quality Transit Corridors). Additionally, it is recommended that the City of Oxnard update the low VMT area screening maps on an annual basis.
- **Significance Thresholds:** It is recommended that the significance thresholds be set at 15% below the applicable Existing VMT metric for Ventura County. For regional retail projects, it is recommended that the significance thresholds be set as a net increase in Total VMT (i.e., any net increase in Total VMT would constitute a significant impact).
- **LOS Analysis:** While LOS is no longer a valid metric under CEQA, the City of Oxnard desires to continue to use this metric to evaluate land development projects outside of CEQA and as required by the City's 2030 General Plan. This should be specified in the City's Traffic Impact Analysis (TIA) guidelines.

Appendix A:

VMT Assessment Flowchart

Steps

Project Questions

Procedural Flowchart

Decision

Analytical process or procedural outcome

Step 1

Screening

Type A

TPA/HQTC

Screening

1. Is the project in a Transit Priority Area or High Quality Transit Corridor?
2. Are all the following requirements met?
 - Must have a total FAR greater than or equal to 0.75
 - Cannot provide more parking than the City Municipal Code Requirement
 - Must be consistent with SCAG RTP/SCS
 - Cannot replace affordable units with a smaller number of moderate- or high-income residential units



Type B

Low VMT Area

Screening

1. Is the project located in a low VMT area?
2. Are the following requirements met?
 - The project is composed of similar land use types and of a similar density to the land uses within the project TAZ
 - The project is expected to generate VMT per person similar to those existing uses

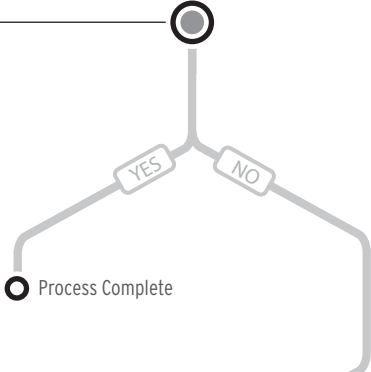


Type C

Project Type

Screening

- Is the project a local-serving project (as determined by City staff based on review of supporting evidence)?
- These projects include but are not limited to:
 - Local serving K-12 schools
 - Local-serving retail uses 50,000 square feet or less
 - Community and Religious Assembly Uses
 - Public Services
 - Affordable or supportive housing
 - Projects generating less than 110 daily vehicle trips
 - Other projects as approved by a Department of Public Works Traffic Engineer or the Planning Manager



Note: If the project fulfills Type A, B or C screening, the project is presumed to result in a less-than-significant transportation impact.

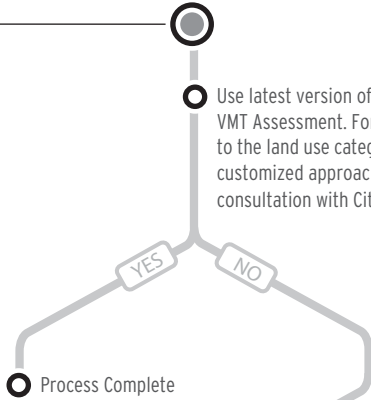
Step 2

VMT

Assessment

- What is the project-level VMT and its effect on VMT assessment?
- Does the project have a less than significant impact?

Use latest version of the VCTM model to conduct VMT Assessment. For land uses that do not conform to the land use categories in the VCTM model, a customized approach must be developed in consultation with City staff.



Note: If the project is not screened from assessment in Step 1, the project will require a full VMT assessment to disclose potential significant impacts.

Step 3

Developing

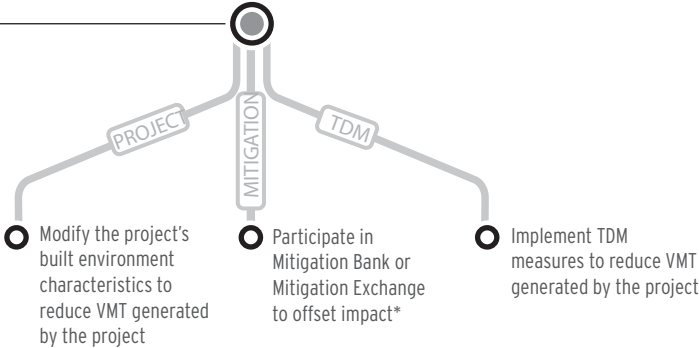
Mitigation

Measures

- What are the options to mitigate VMT impacts?

- Note: VMT reductions associated with proposed TDM mitigation measures can be estimated with:
- GHG Handbook reduction equations
 - Engineering judgment combined with substantial evidence as presented to and approved by a Department of Public Works Traffic Engineer or the Planning Manager

*Please note that a Mitigation Bank or Mitigation Exchange program may not be readily available.



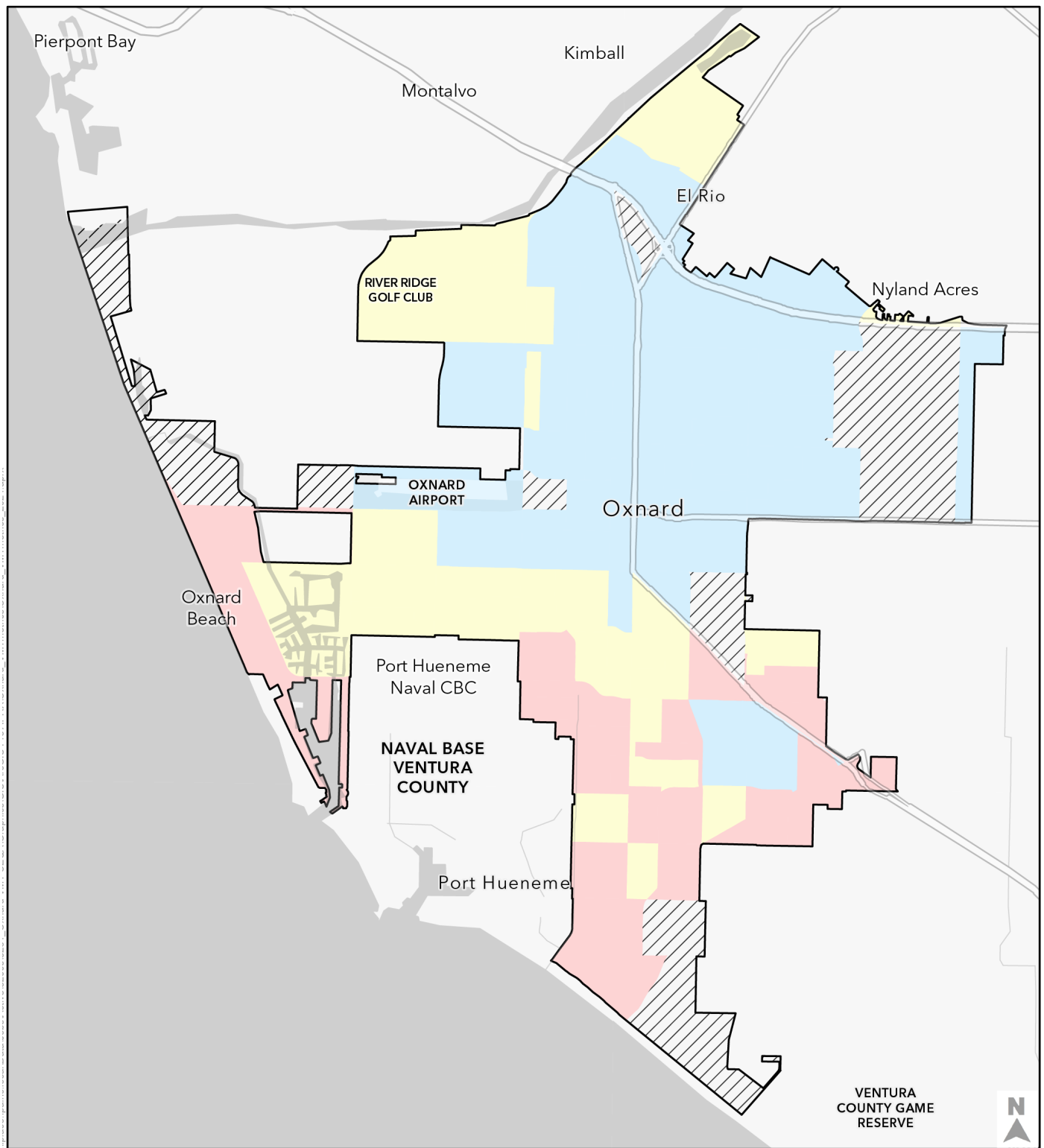
Abbreviations

FAR = Floor Area Ratio
GHG Handbook = Handbook for Analyzing Greehhouse Gas Emission Reductions, Assessing Climate Vulnerabilites, and Advancing Health and Equity
PA = Production-Attraction
RTP = Regional Transportation Plan

SCAG = Southern California Association of Governments
SCS = Sustainable Communities Strategy
TDM = Transportation Demand Management
TPA = Transit Priority Area
VMT = Vehicle Miles Traveled

Appendix B:

Low VMT Screening Maps



City of Oxnard, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

15% or more below County average

City Boundary

0 to 15% below County average

Above County average

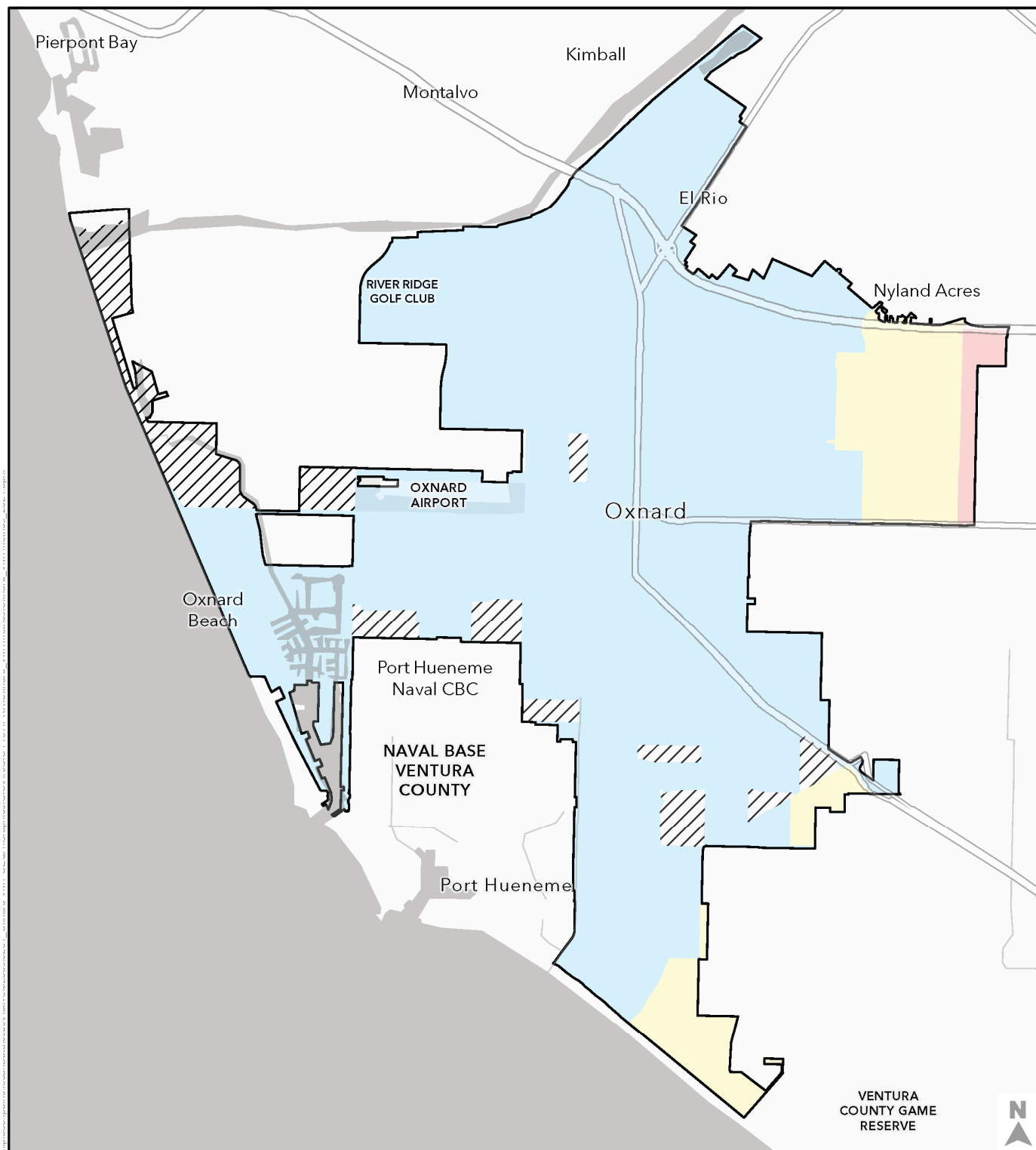
No Population

Appendix B, Figure 1

City of Oxnard

Residential Low VMT Screening
Comparison to County Average





City of Oxnard, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, USFWS

15% or more below County average

City Boundary

0 to 15% below County average

Above County average

No Employee

Appendix B, Figure 2

City of Oxnard

Employment Low VMT Screening
Comparison to County Average



ATTACHMENT 2

PLANNING COMMISSION STAFF REPORT LINKS

OCT. 17, 2024 - [Planning Commission • City of Oxnard Meeting Agendas • CivicClerk](#)
(Item G1 starts on pg 336)

NOV. 7, 2024 - [Planning Commission • City of Oxnard Meeting Agendas • CivicClerk](#)
(Item F2 starts on pg 77)

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 & Register of Voters
Hall of Administration, Main Plaza
800 South Victoria Avenue,
Ventura, CA 93009-1260

Project Description: Update to the City of Oxnard California Environmental Quality Act (CEQA) Threshold Guidelines. The CEQA Threshold Guidelines align with criteria and procedures consistent with current (2024) State CEQA Statute & Guidelines for the orderly evaluation of the environmental impacts associated with projects and the preparation of environmental documents. The update to the CEQA Guidelines also intends to help clarify and standardize decision-making in the environmental review process within the City of Oxnard, by having the City establish its own CEQA Guidelines. The CEQA Guidelines are offered as guidance to staff, consultants, and the development community in preparing all environmental review documents (including [mitigated] negative declarations and Environmental Impact Reports). Additionally, the CEQA Guidelines are intended to implement and supplement provisions in the CEQA Guidelines for determining the significance of environmental effects and they form the basis of the City's Initial Study and Environmental Review Checklist.

Finding: The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project (Sec. 21080(b)(1); 15268);
- ☐ Categorical Exemption
- ☐ Statutory Exemption
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- ☒ General Rule Exemption: No Possibility of Significant Effect [CEQA 15061(b)(3)]

Supporting Reasons: Based on California Environmental Quality Act (CEQA) this project is Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. Since the CEQA Guidelines are administrative in nature, in that they involve only gathering and disseminating information, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. In addition, the adoption of the CEQA Threshold Guidelines will not result in any new significant environmental impacts and will not increase the severity of any previously identified impacts that were not addressed in the 2030 General Plan PEIR, and thus the project is exempt from the requirements of CEQA pursuant to state CEQA Guidelines §15061(b)(3).

Joe Pearson II, AICP
Planning and Environmental Services
Manager City of Oxnard

Date

Update to the City of Oxnard California Environmental Quality Act Threshold Guidelines

Kathleen Mallory, AICP, Planning & Sustainability Manager

Heather Davis, Project Planner

George Dix, Rincon Consultants

John Muggridge, AICP, Fehr & Peers

City Council

December 3, 2024

Background California Environmental Quality Act (CEQA)

- CEQA Guidelines last updated in 2017
- Background, Policies and Methodology
- Initial Study Checklist Topics (bold to be focused on):

- | | |
|------------------------------------|---------------------------------------|
| 1. Aesthetics/Urban Design | 11. Land Use/Planning |
| 2. Agricultural Resources | 12. Mineral Resources |
| 3. Air Quality | 13. Noise |
| 4. Biological Resources | 14. Population/Housing |
| 5. Cultural Resources | 15. Public Services/Recreation |
| 6. Energy | 16. Transportation/Circulation |
| 7. Geology/Soils | 17. Tribal Cultural Resources |
| 8. Greenhouse Gas Emissions | 18. Utilities |
| 9. Hazards/Hazardous Materials | 19. Wildfire |
| 10. Hydrology/Water Quality | |

Key Changes:

- Consideration of current State CEQA Guidelines topics:
 - Energy
 - Greenhouse Gases
 - Wildfire
 - Transportation (Vehicle Miles Traveled - VMT)
- Incorporation of update CEQA thresholds of significance
- New and specific methodologies to use for analysis



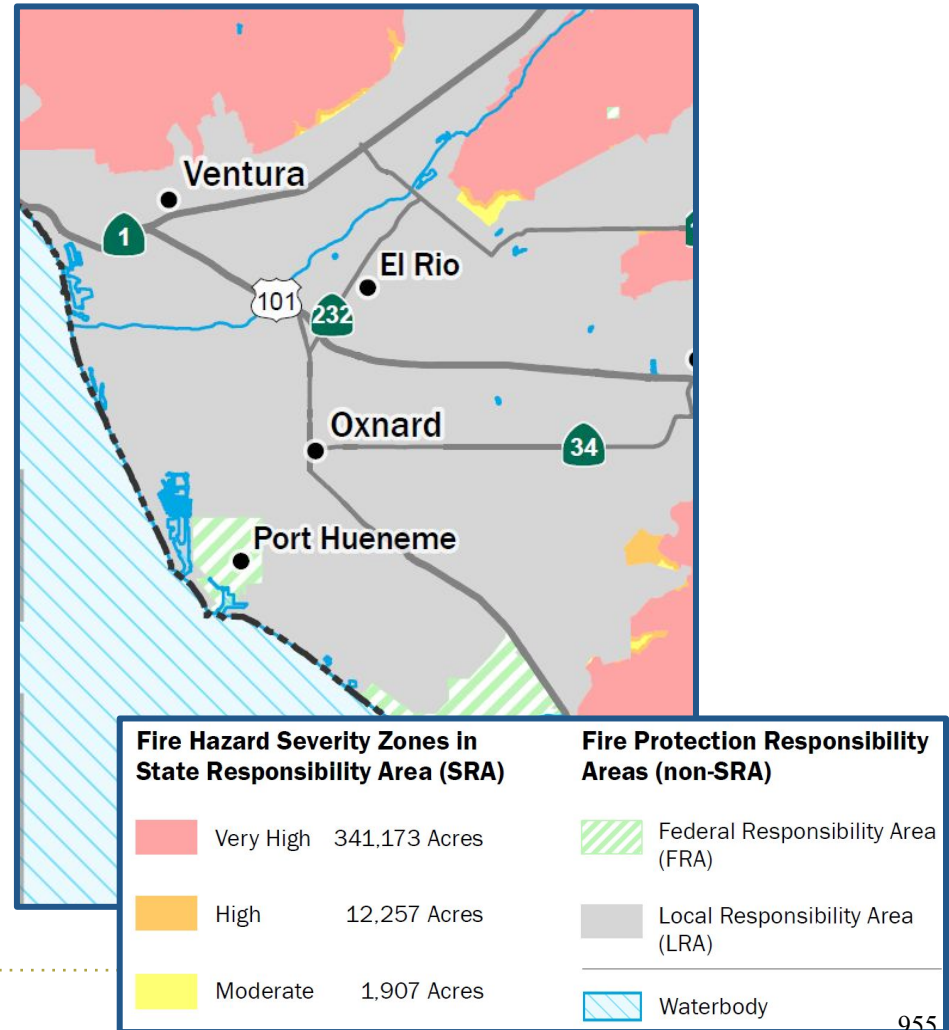
- Energy moved from “Utilities Section” into its own section
- Provides methodology in assessing impacts of energy consumption. Emphasis on avoiding or reducing inefficient, wasteful or unnecessary energy consumption
- Approach complies with City Council adopted Climate Action and Adaptation Plan (CAAP)



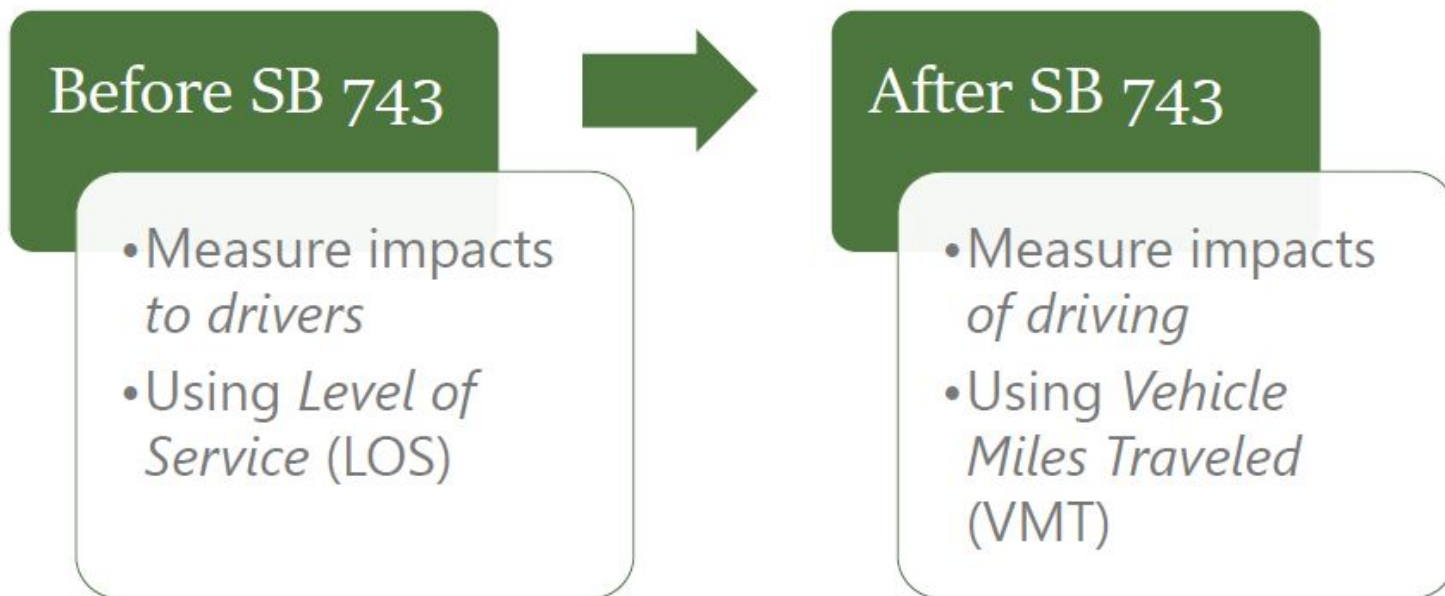
- Section title changed from “Climate Change and Greenhouse Gas Emissions”
- Minor changes to checklist questions for consistency with the State CEQA Guidelines
- Methodology reviews for consistency with “Key Project Attributes that Reduce GHG” from the California Air Resource Board (CARB) Scoping Plan

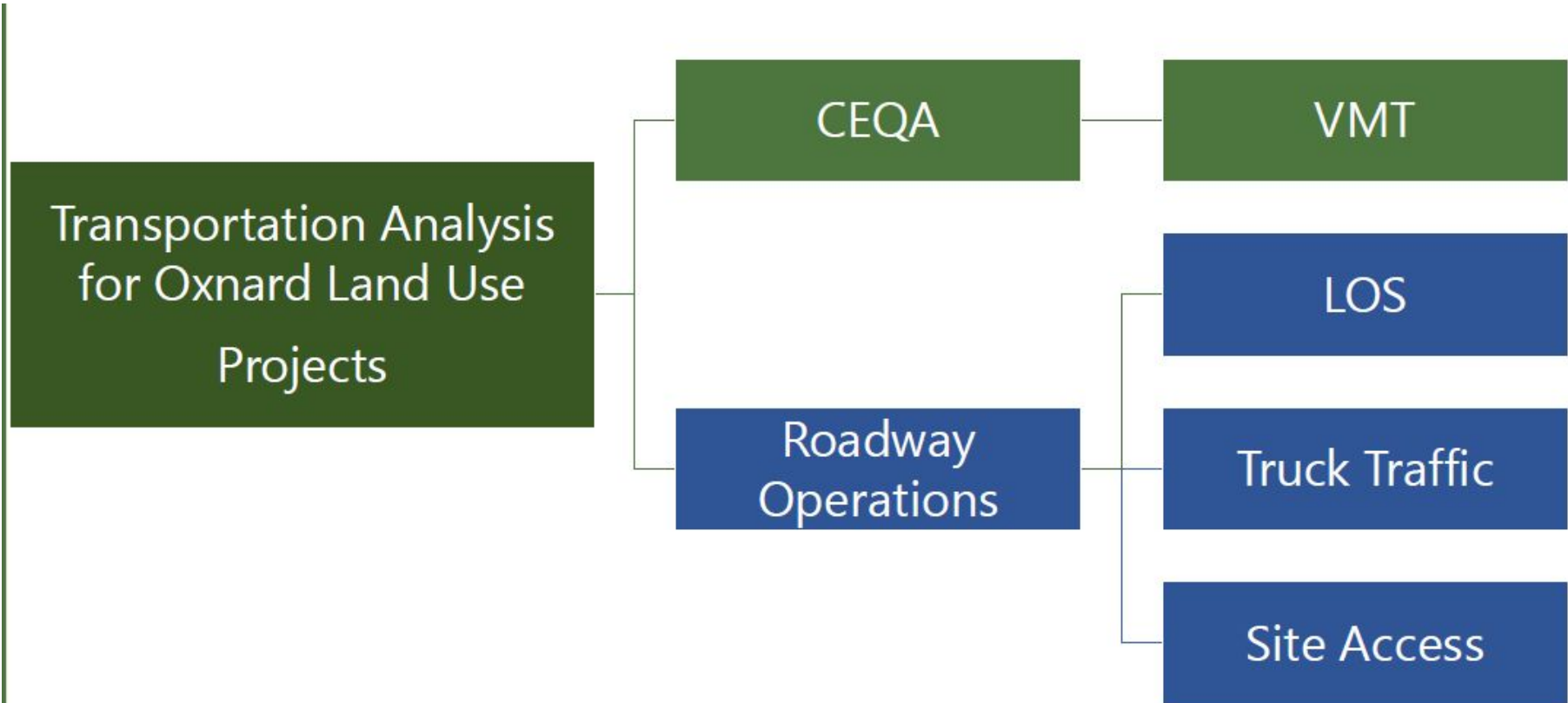


- New section, consistent with the State CEQA Guidelines
- Applicable to projects in or near high or very high fire hazard severity zones (CAL FIRE)
- Checklist questions focus on:
 - Conflicts with emergency response plans
 - Exposure to wildfire or wildfire pollutants
 - Potential to exacerbate wildfire
 - Exposure to risks of landslides, flooding, and other post-fire hazards

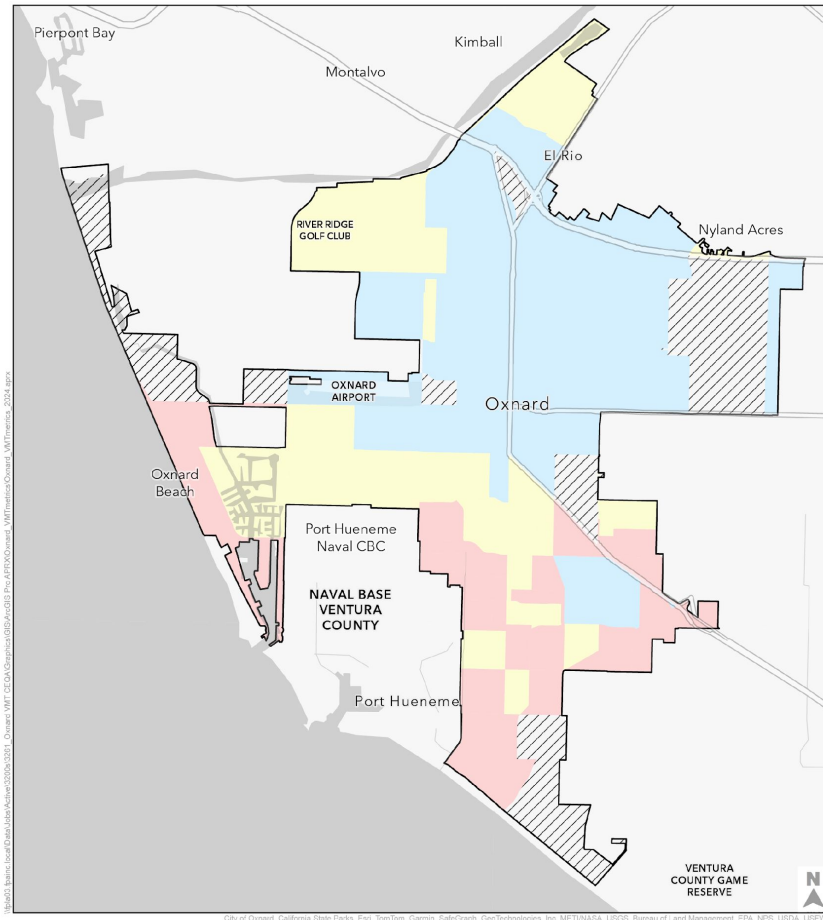


SB 743 is an update to how transportation impacts of proposed development projects are measured under CEQA





- Level of Service (LOS) still used for General Plan conformance/development review

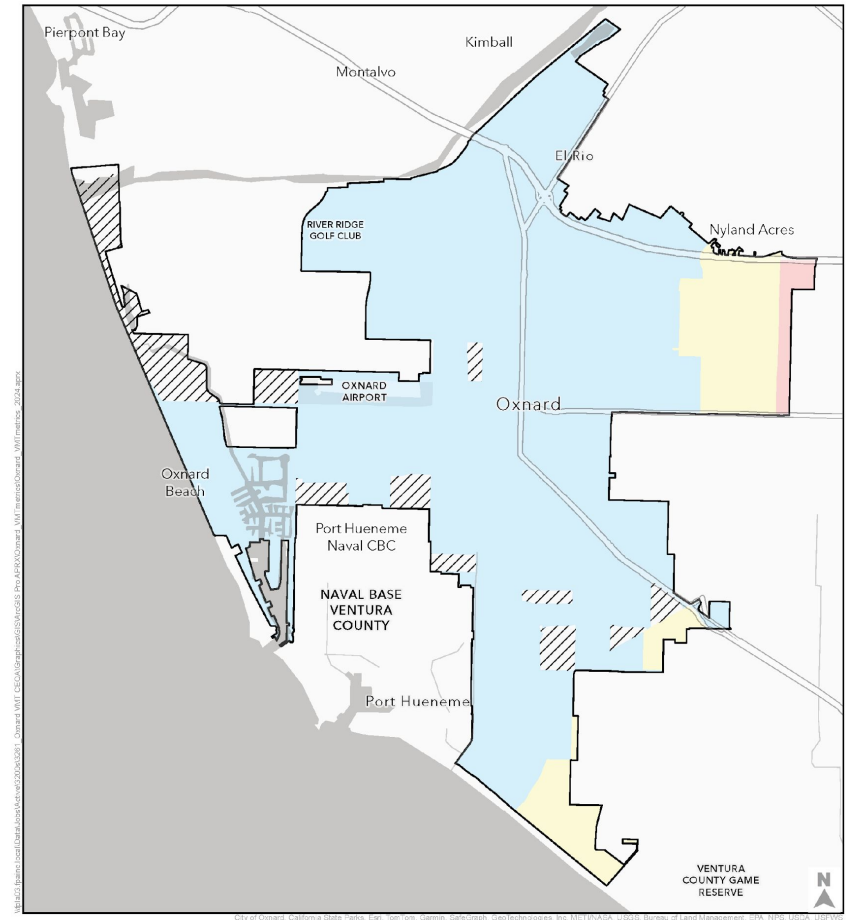


- 15% or more below County average
- 0 to 15% below County average
- Above County average
- No Population
- City Boundary



Residential

Appendix B, Figure 1
City of Oxnard
Residential Low VMT Screening
Comparison to County Average



- 15% or more below County average
- 0 to 15% below County average
- Above County average
- No Employee
- City Boundary



Employment

Appendix B, Figure 2
City of Oxnard
Employment Low VMT Screening
Comparison to County Average

- October 17, 2024 Study Session:
 - No members of public provided written or oral comments
 - Informative discussion/presentation with Commission
- November 7, 2024 Meeting:
 - No members of the public provided written or oral comments
 - Determined exempt from environmental review under California Environmental Quality Act (CEQA), Section 15061(b)(3)
 - Unanimously (6:0:1) recommended City Council repeal Resolution No. 15,040 and approve the updated CEQA Threshold Guidelines

The City Council:

- Adopt Resolution repealing Resolution No. 15,040 and approve the updated CEQA Threshold Guidelines, and
- Finding that the 2024 CEQA Threshold Guidelines exempt from CEQA under Guidelines section 15061(b)(3).



End of Presentation and Questions



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.4

DATE: December 3, 2024

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Brinc Drone Agreement. (10 minutes)

RECOMMENDATION

That the City Council:

- 1) Receive an update report from the Police Department on the topics of drone uses in public safety, and a Drone First Responder (“DFR”) program; and
- 2) Approve and authorize the Mayor to enter into a five-year agreement (A-8564) with BRINC Drones (“BRINC”) in an amount not to exceed \$2,009,515.00 to provide the Police Department with equipment, technology, and support to establish and operate a Drone First Responder program, and
- 3) Authorize the Police Department to acquire and use drones provided under the agreement with BRINC, and
- 4) Approve grant revenue recognition and appropriation of \$363,717 from the State Supplemental Law Enforcement Services Fund (SLESF) to the State and Local Grant Fund (210) for Citizens Option for Public Safety (COPS) Program, and the corresponding Capital Outlay Fund (301) transfer in revenue/appropriation in the same amount, for the agreement with BRINC Drones.

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

https://youtu.be/GUbg_zN9YOo

BACKGROUND

On July 23, 2024, the Community Services, Public Safety, Housing & Development Committee authorized Police Department staff to explore the development of a DFR plan for the City of Oxnard.

Uncrewed Aerial Systems (“UAS” or “Drones”)

Small, remotely operated Uncrewed Aerial Systems (UAS), more commonly referred to as "drones," are an emerging, efficient, and effective way of providing law enforcement critical information to respond to calls for service and emergency situations or to conduct criminal investigations. Drones can also make situations safer for public safety personnel and the public. Some examples include providing an overhead view of an area or incident for first responder personnel, safely clearing the interior of buildings, and searching for lost or missing persons.

In 2018, the Police Department began studying the use of drone technology in its public safety operations. Police Department staff studied best practices, policies, and procedures regarding the use of this technology. Another part of the effort was to address and assuage concerns about public trust, civil liberties, and the public’s right to privacy during the operation of drones piloted by public safety personnel.

On November 13, 2019, the Police Department conducted its first operational drone flight. The Police Department’s current program is a “response model.” Under this model, qualified drone pilot officers respond when called upon from their

primary assignment with drones. Their commitment to the program is a collateral assignment, meaning that drone piloting is a responsibility in addition to their principal duties. The Police Department currently has seven drones operated by ten (10) sworn officers who comprise its UAS Unit. All members of the UAS Unit have qualifications that exceed basic requirements; all hold Federal Aviation Administration (“FAA”) “Part 107” certificates. This certification is above and beyond requirements since the Police Department secured an FAA Certificate of Authorization for drone operations; however, the UAS Unit has committed itself to adopting higher standards. Oxnard’s UAS Unit is also currently working toward developing itself as a training entity for other public safety agencies in the region.

As of June 30, 2024, the Police Department has conducted 554 drone flights since November 2019. The pace at which the Police Department uses drones is accelerating, with 167 flights in this year, as of November 2.

The Police Department implemented a drone policy requiring that all drone flights conform to a specific purpose. A look at the Police Department’s drone usage in 2023 shows that its 115 drone deployments that year consisted of the following flight types:

- Field operations support (e.g., area searches): 25
- Tactical assists (e.g., SWAT operations): 42
- Scene documentation: 20
- Special events support: 12
- Area mapping: 9
- Training: 7

The Police Department maintains a public-facing web page that provides more information about drones and the current policy. It is important to point out that since its first flight in 2019, the Police Department has not received a single complaint about their use, and no policy violations have occurred. This page can be found on the Oxnard Police Department’s website at: <https://sites.google.com/oxnardpd.org/drones/uncrewed-aerial-systems>

The Police Department’s drone program, in its current form, has proven valuable by increasing community and officer safety, improving scene documentation, and increasing efficiency. Its success has been such that it is increasingly becoming more integrated with daily operations.

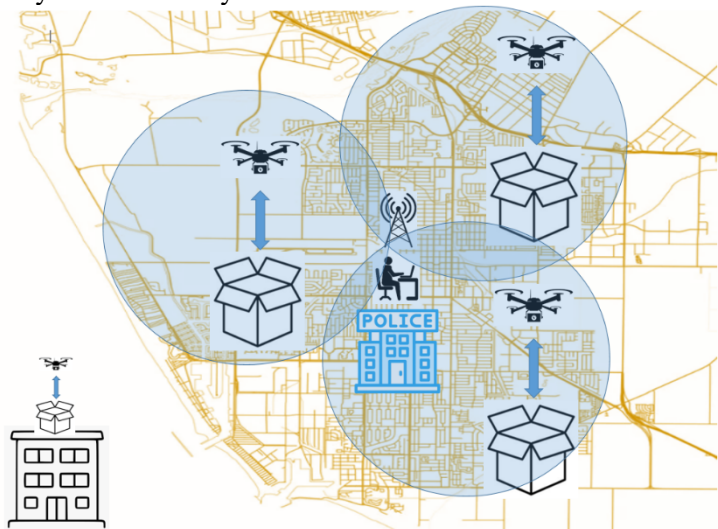
Viewing drones as an expanding technology that will soon be commonplace in many industries, the Police Department recognizes and values their further integration into public safety. This vision is supported by success stories in cities such as Chula Vista, California, which has been a pioneer in incorporating drones into its daily police department’s operations. Given their value, growing utility, and continued successes, the Police Department seeks to explore developing its own DFR program. If this can be established, Oxnard would be the first DFR agency in the Tri-Counties Region and would endeavor to serve as a model agency in this field.

Drone First Responder

DFR is a network of drones pre-positioned across a city in fully automated launch sites known as “nests” and ready to respond to calls for service. Nests are automated and climate-controlled protective boxes in which drones are stationed and charged. When deployed, the nest opens, and the drone flies from it. When it has completed its response task, the drone returns to the nest, lands on its charging pad, and the nest closes its protective doors. Nests are placed at various locations across the City, intending to provide as much area coverage as possible.



The drones are remotely operated by an FAA-licensed sworn officer pilot, situated in a command center such as the police headquarters building. The DFR drone has an onboard camera that streams high-definition video to the Police Department's real-time operations center. The drone pilot, a police officer trained in incident management, controls the drone remotely and communicates with the responding personnel on the ground. This gives them information about the call they are responding to, such as the location of a disturbance, relevant descriptions, and direction of travel. Since they provide overwatch, DFR drones are also very useful in confirming or ruling out the presence of weapons or other safety concerns, which is a valuable de-escalation tool. The DFR system can also stream video feed to the cell phones and media devices of other first responders, supervisors, and command staff. This greatly enhances situational awareness, as they can see exactly what the drone sees in real time.



DFR concept (not to scale)

DFR has demonstrated the ability to increase officer and community safety and efficient deployment of officers. For example, the City of Chula Vista was the first DFR agency in the nation, and is a pioneer agency for DFR. In July 2024, Chula Vista Police surpassed twenty thousand police drone responses since 2018. With DFR, Chula Vista was able to respond to calls without the use of a patrol unit 23% of the time. This means that patrol officers remained available to engage in other activities, such as community policing and other proactive neighborhood problem-solving efforts.

DFR has also demonstrated the ability to respond to a variety of call types. For example, the top call types for DFR in Chula Vista between 2018 and 2024 involved:

- Disturbances (28.1%)
- Check well-being (17.65%)
- Person in crisis (14.36%)
- Domestic disturbances (10.69%)
- Unknown circumstances (7.27%)
- Suspicious persons (6.57%)
- Assaults (5.97%)

Of particular note, DFR has shown great success in reducing overall police response times. Between 2018 and 2024, Chula Vista's DFR drones recorded 41% faster response times to "priority one" (high priority) calls and 47% faster responses to priority two calls. Between 2018 and mid 2024, DFR drones had an average response time of ninety-two seconds to calls they were sent, immediately providing overwatch and information to responding officers on the ground. In a news television interview with media in July of 2024, Chula Vista Police Chief Roxana Kennedy indicated that when responding, their drones have shown themselves to be the first police resource to arrive at call locations, approximately 75% of the time.

The effectiveness of DFR in reducing response times directly supports the Oxnard City Council's stated priority of "maintaining and reducing 9-1-1 response times."

Oxnard and DFR

The Police Department is requesting authorization from the City Council to implement its own DFR program, with an intended start date in early 2025, with three (3) nest sites.

A startup DFR program would set an initial goal of approximately ten (10) hours each day of drone integration and response with Patrol Division resources, seven (7) days per week. The first phase of the DFR program would seek to cover approximately seventy percent (70%) of the City's land surface area. Using historical and trending crime data and service call data, Oxnard DFR would aim to cover areas in the City where approximately eighty percent (80%) of police service calls are generated. Later phases could potentially expand the coverage area, as well as the days and times of operations. In addition to responding to police calls for service, DFR would also serve as a potential asset to the Fire Department, such as in the case of structure fires and hazardous material responses. In the near future, drones could also potentially be used in water rescue operations.

BRINC Drones

Police Department staff have reviewed products that serve a DFR function, and have identified Seattle-based BRINC as the most suitable for Oxnard's DFR effort.

BRINC Drones is the only company creating the hardware, software, and services associated with BRINC's DFR program. This program features U.S. manufactured, National Defense Authorization Act compliant hardware, and offers a comprehensive public safety bundled solution. It integrates program-related services, specialized software, both outdoor and indoor drone capabilities, and drone nests, providing a unique set of features. Of note, BRINC is currently the only U.S. drone built specifically for public safety. BRINC offers two platforms that, if authorized, the Police Department would use: the Responder, and the Lemur 2. The Responder would serve as the nest-based solution, while the Lemur 2 has the added ability to perform indoors and in tactical situations.

BRINC also offers software and technology to manage a drone fleet. BRINC LiveOps is a robust software platform for managing and monitoring drone operations. LiveOps provides a variety of functions, including facilitating live streaming video, providing real-time maps, and communications. LiveOps also serves as a drone evidence storage repository. This browser-based software expands information feed beyond just drone pilots, such as also to personnel such as command staff, crisis negotiations specialists (and can transcribe their efforts to de-escalate situations), and other emergency response personnel. LiveOps can connect to the department's Computer Assisted Dispatching ("CAD"), automated license plate reader ("ALPR") systems, as well as 911 call sharing software and air traffic platforms. All of these integrations lend toward the Police Department's future goal of establishing a Real Time Information Center, which would provide vital information to first responders in support of their role.

Of great importance, LiveOps also provides a transparency portal that maintains a publicly accessible record of drone flights, and a dashboard highlighting program statistics. This feature would be available on the Police Department's website to the public at all times, so they may query the nature of flights over the City.

A ground-based radar solution is also an option in a DFR program, to ensure that no other aircraft pose a hazard to DFR operations. This may also be accomplished through the use of visual observers, who are tasked to watch the airspace in which a police drone is deployed. Having the radar solution adds a cost to the program, but may also allow a DFR program to replace visual observers, contingent upon a waiver from the FAA. In the longer term, the radar solution can even be more cost effective than deploying visual observers.

BRINC 5 Year Proposal

Oxnard's BRINC DFR package includes three (3) Responder drones and nests for each, and two (2) Lemur 2 drones. The proposal also includes the LiveOps solution for both the Responder and Lemur 2 platforms. The proposal includes parachute technology, an added safety feature in the event that a drone should fail, for both the Responder and Lemur 2 drones.

The cost for a ground based radar solution is included in the proposal, and Oxnard would be charged for it only if Oxnard acquires this equipment. The costs for two radar units accounts for \$100,000 of the total annual cost. It is probable that a

radar solution would not be implemented until Year Two of the contract.

BRINC’s proposal also includes training, maintenance for the nests, as well as an unconditional repair/replacement plan for all of its drones, should the need arise.

An overview of the BRINC proposal costs are as follows:

Year One:	\$363,717
Year Two:	\$374,527
Year Three:	\$423,757
Year Four:	\$423,757
Year Five:	\$423,757
Total:	\$2,009,515

BRINC’s proposal reflects a 25% early adopter discount. BRINC’s offer expires on December 31, 2024. BRINC’s standard manufacturer suggested retail prices will also increase on January 1, 2025. As such, the overall contract price for the same five-year agreement with BRINC would increase by approximately \$1.2 million dollars as of January 1, 2025 (approximately \$3,210,000 over five years).

The above BRINC solutions are currently available on the competitively bid, national cooperative purchasing contract NPP.gov. Both the City of Oxnard as well as the Oxnard Police Department participate as NPP members. There is currently a publicly solicited contract established through an RFP process conducted by a lead public Agency, in this case the League of Oregon Cities (contract number PS24040, valid from March 27, 2024 through March 27, 2030).

Community Outreach

The Police Department presented and engaged in community discussions at an open forum on June 10, 2024 concerning law enforcement use of “military equipment” (which includes drones). The Police Department released an annual report on military equipment, as well as reported drone use to the City Council on July 2, 2024. On July 23, 2024, the Police Department presented at the Community Services, Public Safety, Housing & Development Committee, which authorized Police Department staff to explore the development of a DFR plan. Other meetings have included Oxnard’s Community Relations Commission (September 16, 2024), the Police Chief’s Advisory Board (September 18, 2024), and local civil chapter rights advocacy groups on October 22 and December 2, 2024. The Police Department’s UAS Team has also provided numerous demonstrations to members of the community, including youth, and also conducts outreach on social media.

Drones and “Military Equipment”

Under Government Code section 7070(c)(1), law enforcement agencies' drones are deemed “military equipment.” California law also requires that governing bodies for law enforcement agencies must authorize “funding, acquisition, and use” of such equipment. Law enforcement agencies are also required to report back to their governing body annually with information related to their use, costs, and quantities, as well as any community complaints or policy violations related to the use of such equipment. Additionally, law enforcement agencies are also required to host a community forum for the use of such equipment before reporting to its governing body each year. The City Council received and approved the Police Department’s most recent report, which included its seven drones, at its July 2, 2024 meeting. This was after a public forum that the Police Department held at the City Council chambers on June 10, 2024. The purpose of this forum was to engage interested community members about the use of such equipment.

If the City Council approves the recommended actions, the additional drones will be included in future annual Military Equipment reports to the City Council.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

State Supplemental Law Enforcement Services Funds - Funding Source

The County of Ventura receives an annual allocation from the State Department of Finance for front-line law enforcement funds as part of the Supplemental Law Enforcement Services Funds (SLESF). The State of California allocates funds to cities and counties based on population. The SLESF funds result from a 0.15% Vehicle License Fee (VLF) allocation and are meant to supplement law enforcement services. Funds may not be used to supplant any existing funding for law enforcement services. The City of Oxnard's fiscal year 2024 portion was \$307,040 with an additional allocation of \$290,654.24 for a total of \$597,694.24.

Agreement Costs

The total cost of the agreement shall not exceed \$2,009,515. The amount for the first year of the agreement is \$363,717. Approval of the recommended action will recognize SLESF grant revenue and appropriate funds in the State and Local Grant Fund (210), and the corresponding Capital Outlay Fund (301) transfer in revenue/appropriation. Funding for future years will be funded by a combination of future SLESF allocations and Asset Forfeiture Funds.

For Finance Use Only: State & Local Grant Fund (Org. 2102131 Obj. 48030/59800), Capital Outlay Fund (Org. 3012131 Obj. 49300, 52400, 53200, 56040) Project C2558.

COMMITTEE OUTCOME

This item did not originate in Committee, as it had external deadlines imposed on the City (that the City learned of recently), which have a significant financial impact and a short response deadline. Staff made the determination to bypass Committee per Resolution 15,286.

Prepared by: Denise Morehouse, Assistant Police Chief

ATTACHMENTS

1. Presentation
2. BRINC COST PROPOSAL
3. BRINC Master Services and Purchasing Agreement
4. Synopsis-LOC-RFP-2355
5. MPA-2355-LOC-and-BRINC-Drones-EXECUTED
6. July 23, 2024 Staff Report

OXNARD CITY COUNCIL MEETING

December 3, 2024

BRINC DRONE AGREEMENT

Jason Benites, Chief of Police
Rocky Marquez, Police Commander



Presentation Objectives

July 23, 2024

The Community Services, Public Safety, Housing & Development Committee authorized the Police Department to explore the development of a Drone as a First Responder (DFR) Plan for the City of Oxnard

Presentation Objectives

December 3, 2024

Provide a report that includes:

- An overview of Oxnard PD's use of Uncrewed Aerial Systems ("UAS" or "drones")
- Examples of public safety uses for drones
- Examples of successful drone uses
- Provide an overview of *DFR* concept
- Request City Council approval for the following recommended action items:

RECOMMENDATION

That the City Council:

- 1) *Receive an update report from the Police Department on the topics of drone uses in public safety, and a Drone First Responder (“DFR”) program, and*
- 2) *Approve and authorize the Mayor to enter into a five-year agreement (A-8564) with BRINC Drones (“BRINC”) in an amount not to exceed \$2,009,515.00 to provide the Police Department with equipment, technology, and support to establish and operate a Drone First Responder program, and*

RECOMMENDATION

- 3) *Authorize the Police Department to acquire and use drones provided under the agreement with BRINC, and*
- 4) *Approve grant revenue recognition and appropriation of \$363,717 from the State Supplemental Law Enforcement Services Fund (“SLESF”) to the State and Local Grant Fund (210) for Citizens Option for Public Safety (“COPS”) Program, and the corresponding Capital Outlay Fund (301) transfer in revenue/appropriation in the same amount, for the agreement with BRINC drones.*

OXPD UAS Program Summary

The Oxnard PD UAS Unit was started in November of 2019

- “Drone Response Model” program
 - Officers respond from other assignments with drones when called to support officers in the field
- 10 FAA “Part 107” licensed pilots
- Supervised by a Sergeant, overseen by a Commander

Activity

- 554 flights November 2019 – June 30, 2024
- 2023: 115 drone uses
 - 42 Tactical Assists
 - 25 Field Operation Support
 - 20 Scene documentation
 - 12 Special events support
 - 9 Area mapping
 - 7 Training
- 2024: 123 missions YTD (June 30, 2024)



Oxnard PD Drones



DJI Matrice 210



DJI Mavic Enterprise

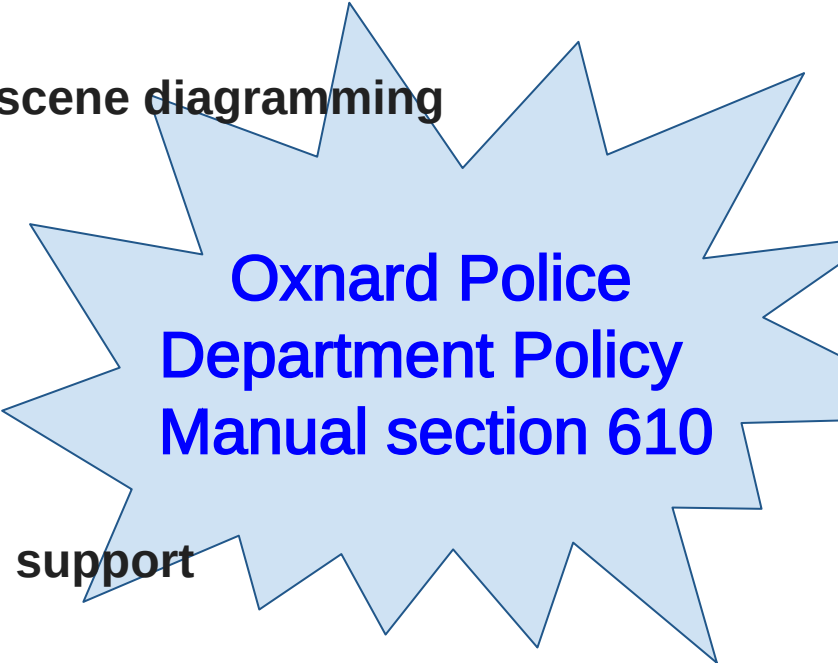


DJI M30

Approximate size comparisons are relative, and not to scale

OXPD's Defined UAS Applications

- Incident documentation
 - Traffic collision diagramming, crime scene diagramming
- Field operations support
- Tactical operations support
- Investigative support
- Area searches
- Search and rescue
- Explosive device investigation support
- Hazardous material response operation support
- Illegal fireworks enforcement
- Firefighting operation support
- Fire investigation support
- Disaster / mass casualty event response and recovery operation support
- Event planning and management
- Aerial surveying and geographic information systems (GIS) support
- Building and public works infrastructure inspection support



**Oxnard Police
Department Policy
Manual section 610**

*****Policy prohibits random patrols or random surveillance *****

Incident Documentation



Traffic Accident Scene Drawing System

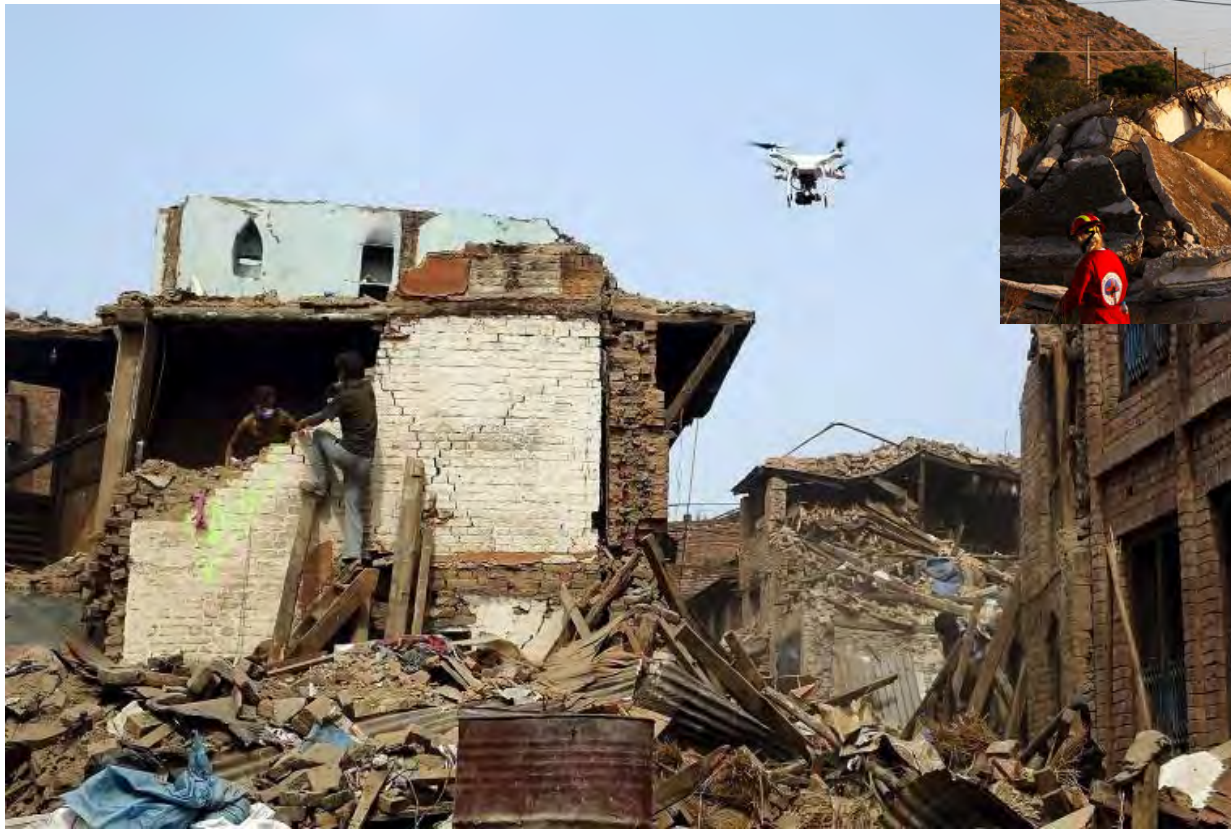
2D Version & 3D Version & Drone Version

Incident Documentation



3D Rendering

Rescue and Damage Assessment



Locate Missing Persons



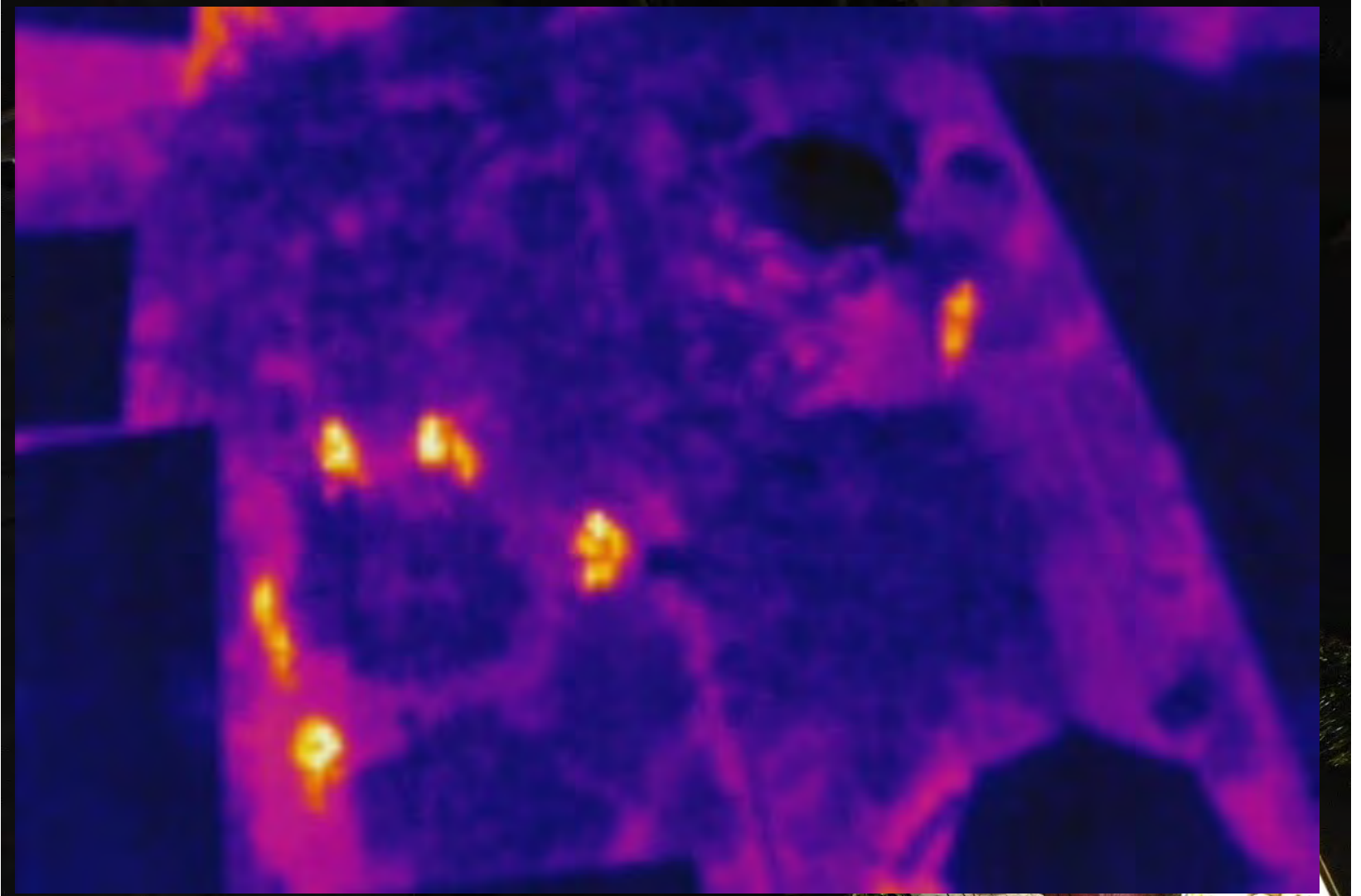
Robbinsville, NJ January 2024

Field Operations Support



Pedestrian and Crosswalk Safety Operation

Field Operations Support



Thermal imaging locates hiding suspect

Field Operations Support



OXNARD POLICE DEPARTMENT
UNMANNED AERIAL VEHICLE

03/12/20

March 12, 2020: Pleasant Valley Estates

Field Operations Support



OXNARD POLICE DEPARTMENT
DRONE-ASSISTED ARREST
12/21/21

December 21, 2021: stabbing suspect located

Tactical Operations Support



SWAT serving warrant: drone spots fleeing persons, guns

Tactical Operations Support



Attempted murder suspect, North Oxnard

Tactical Assist (Scene Clearing)



Drone used to clear interior of residence at homicide scene ¹⁶₉₈₆

Illegal Fireworks Enforcement



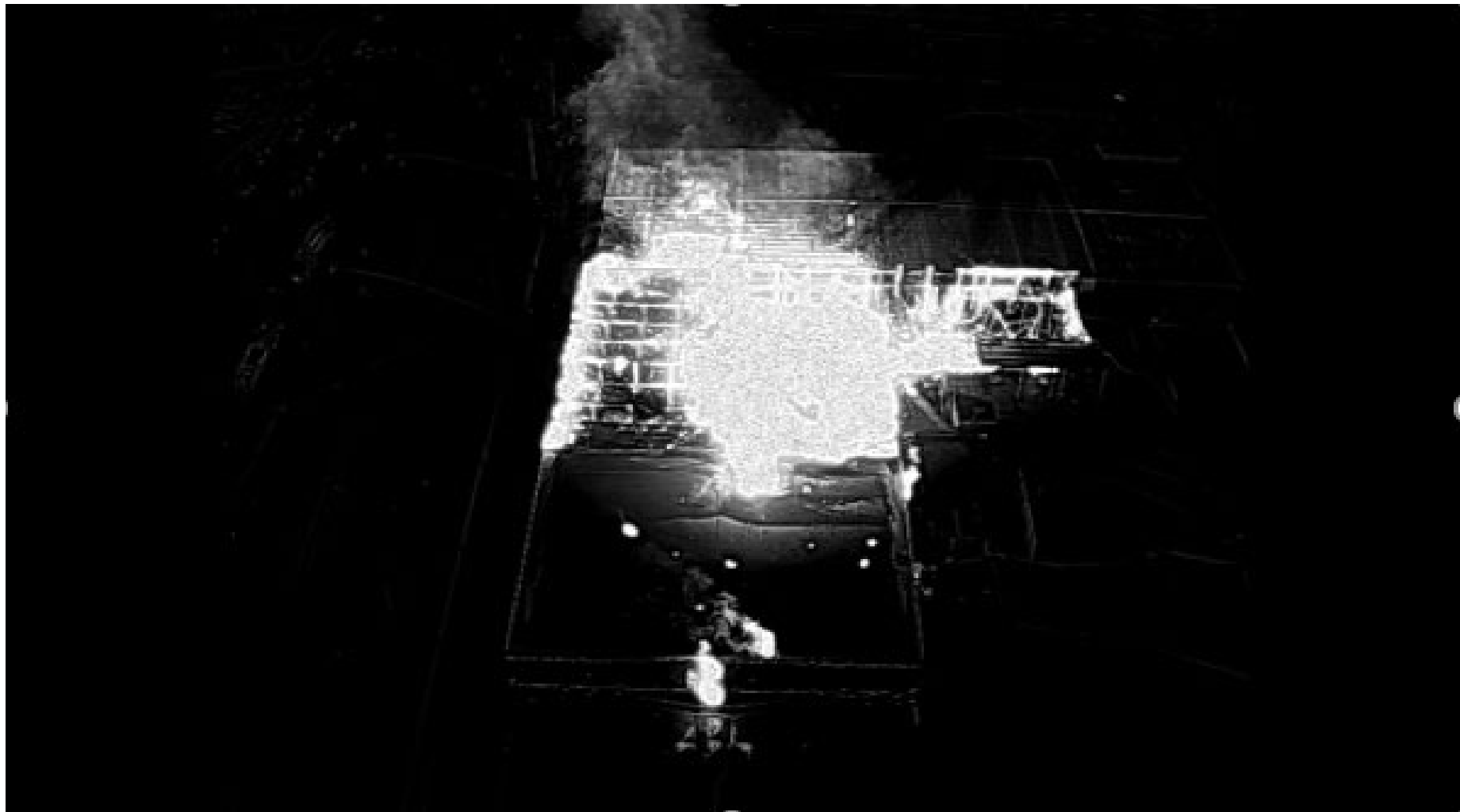
Drone spots fireworks, ground units respond

Firefighting Operation Support



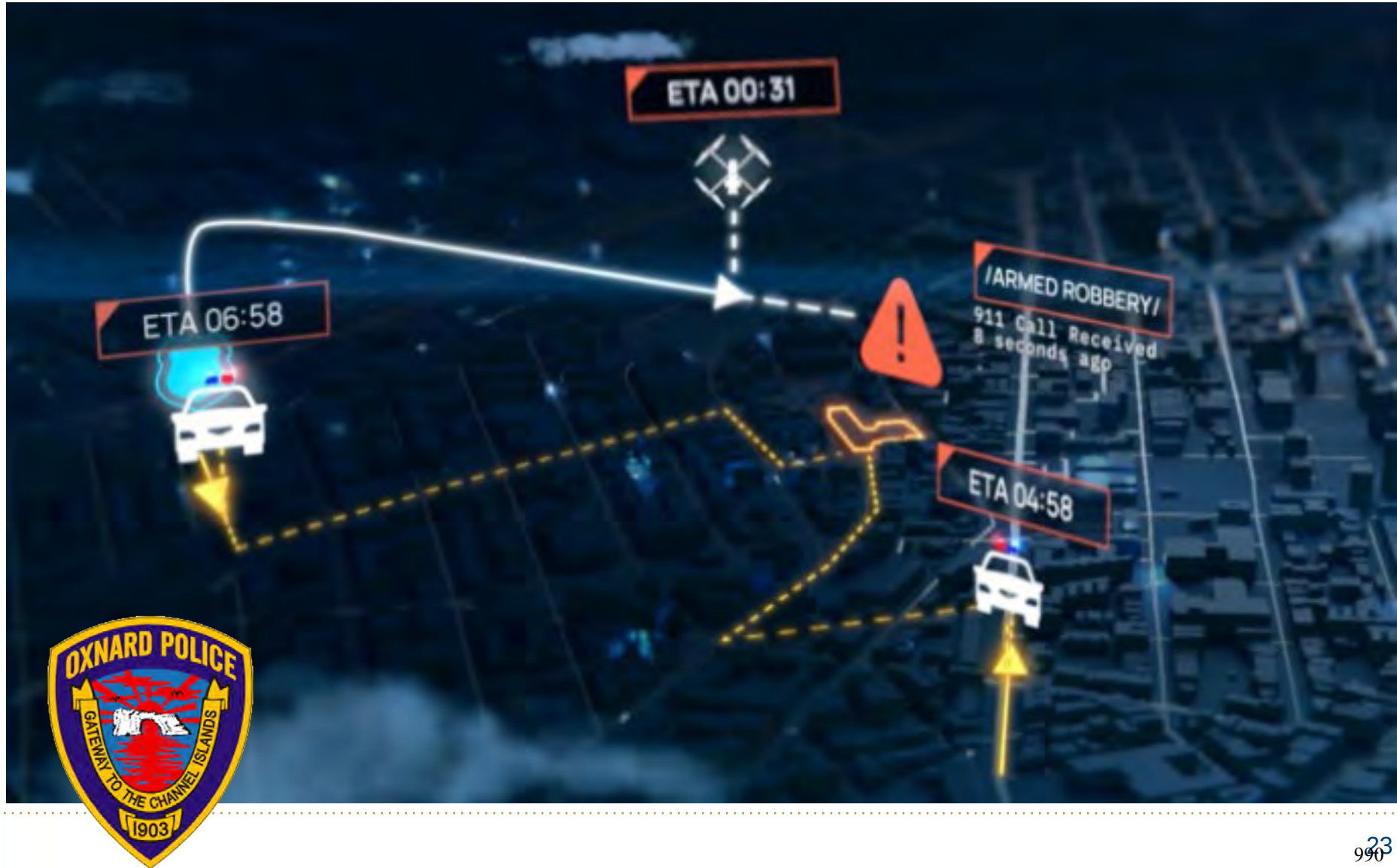
March 6, 2024: Sunkist Warehouse Fire, Oxnard

Firefighting Operation Support



Thermal Imaging of Sunkist Warehouse Fire

DRONE AS A FIRST RESPONDER



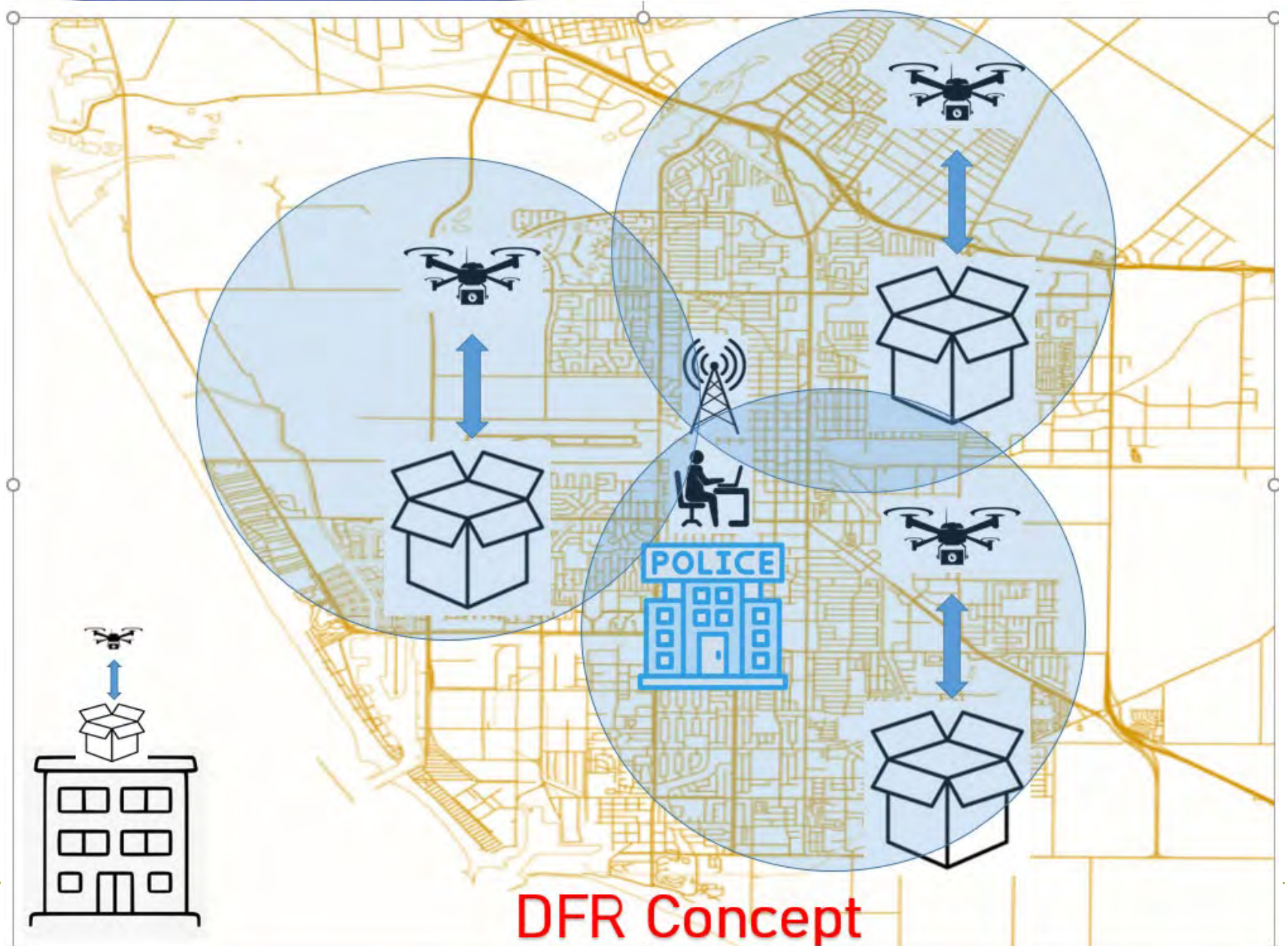
DFR

A network of drones, strategically pre-positioned in automated **nests**, ready to respond to calls for service.

Remotely operated by a single dedicated FAA-licensed pilot from a command center (police station).



DFR Concept



Drone “Nest”



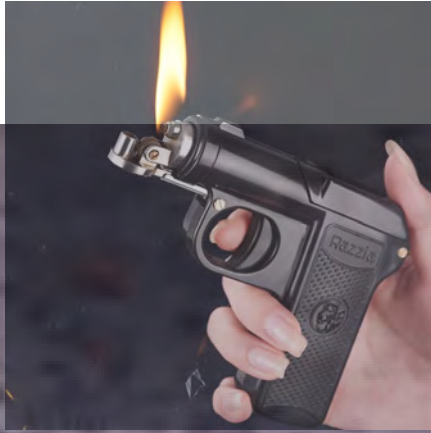
Drone takes off from nest

Benefits of DFR

- Reduce response times
- Increase efficiency
- A staffing force multiplier
- Reduce current overtime cost associated with calling out current UAS pilots for deployments
- Improve officer and community safety by providing vital information to responding officers prior to their arrival



Enhances Officer and Community Safety



“Man with a gun” call. UAS determines the “gun” is a cigarette light

Situation deescalated

DFR Success Case (Chula Vista PD)

CHULA VISTA POLICE

DRONE PROGRAM MILESTONE

**2,835 TIMES USED TO
ASSIST ARREST**

**4,336 TIMES OFFICER DID
NOT NEED TO RESPOND**

**14,830 TIMES DRONE
WAS FIRST ON SCENE**

23%

Reduction in patrol
call demand

92 Seconds

Average response time
for DFR from deploy to
on scene.

DFR Success Case (Chula Vista PD)

DFR can respond to a variety of call types.

Top call types for DFR in Chula Vista between 2018 and 2024 involved:

- Disturbances (28.1%)
- Check well-being (17.65%)
- Person in crisis (14.36%)
- Domestic disturbances (10.69%)
- Unknown circumstances (7.27%)
- Suspicious persons (6.57%)
- Assaults (5.97%)

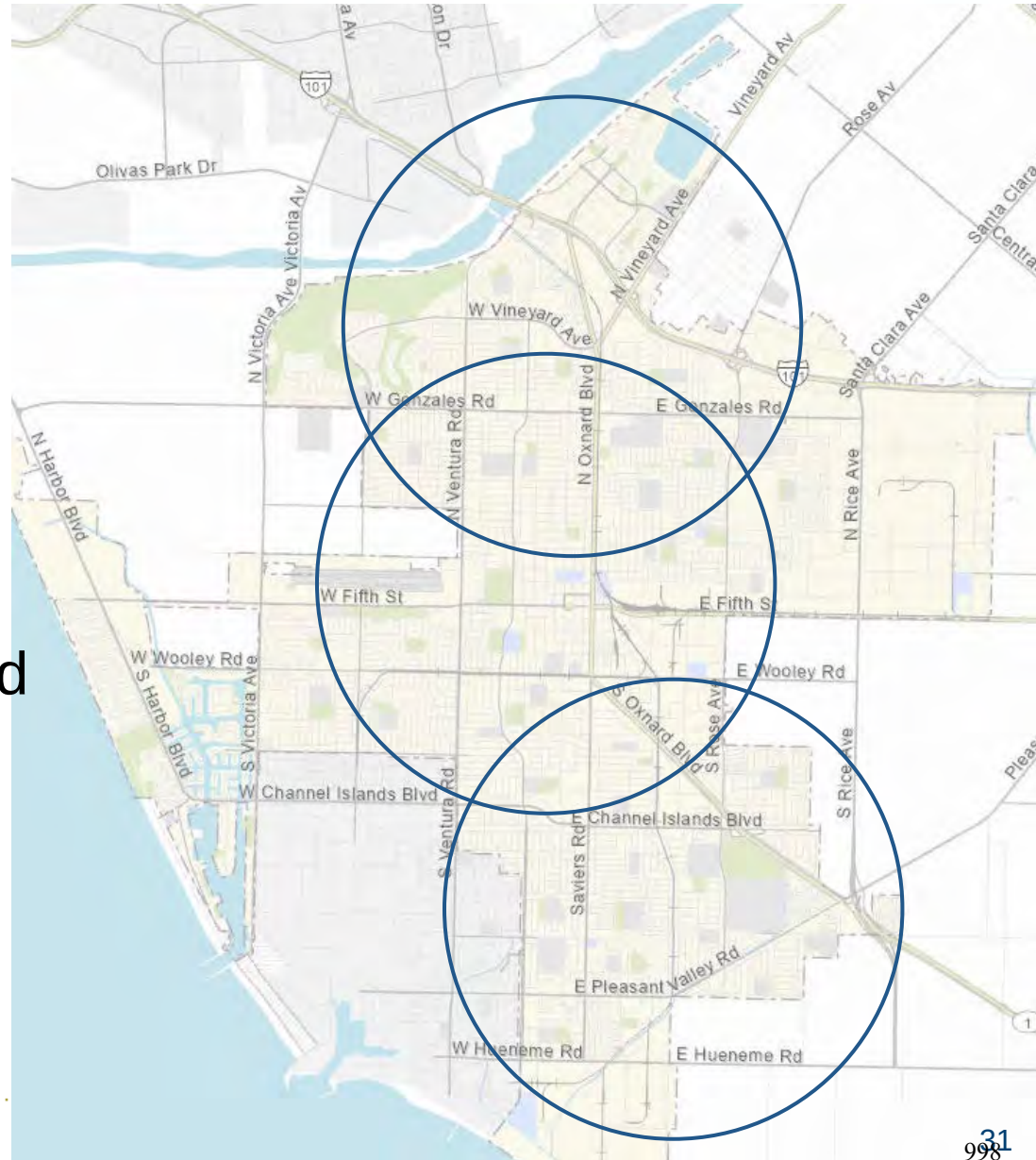
Proposed Oxnard PD DFR

Multi-phased approach

7 days/week
10 hours/day

Start with 3 nests

Covers about 18 sq. mi.
of Oxnard's 26 sq. mi. land



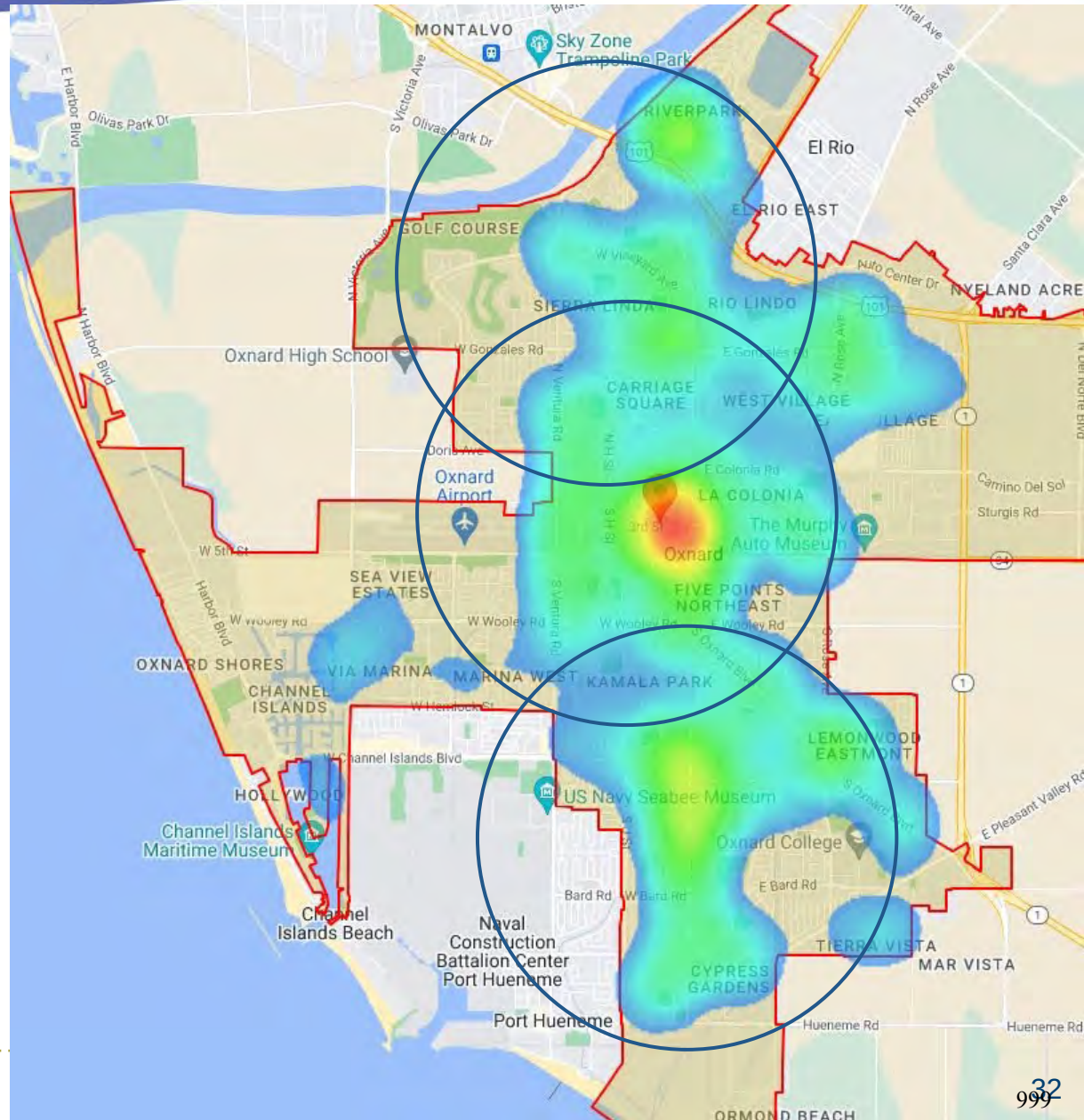
Calls for Service Heat Map

Data driven!

Model not based on
socioeconomics,
race, or political
districts

Highest
concentration of PD
calls for service

Covers area where
85% of calls for
service originate

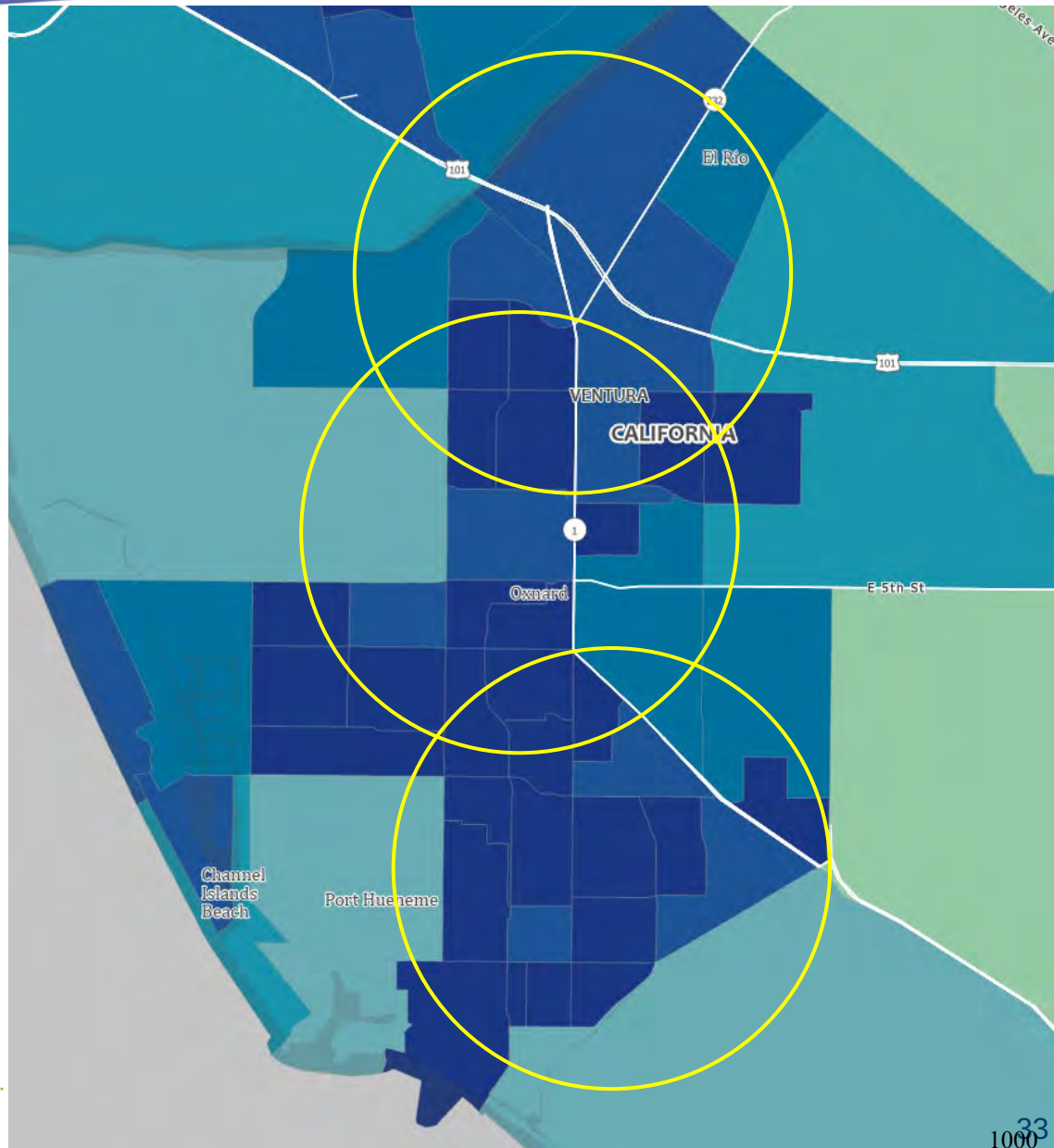
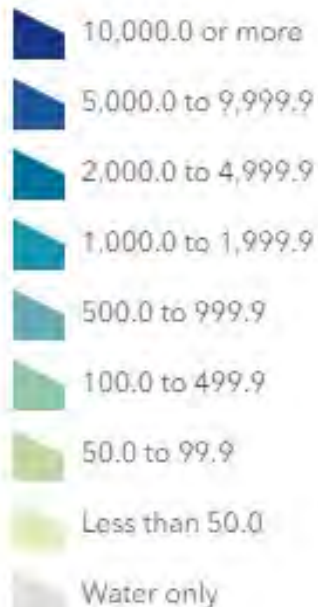


Population Map

- US Census data
- Population density
- Service population concentration

Legend

Persons per square mile by census tract

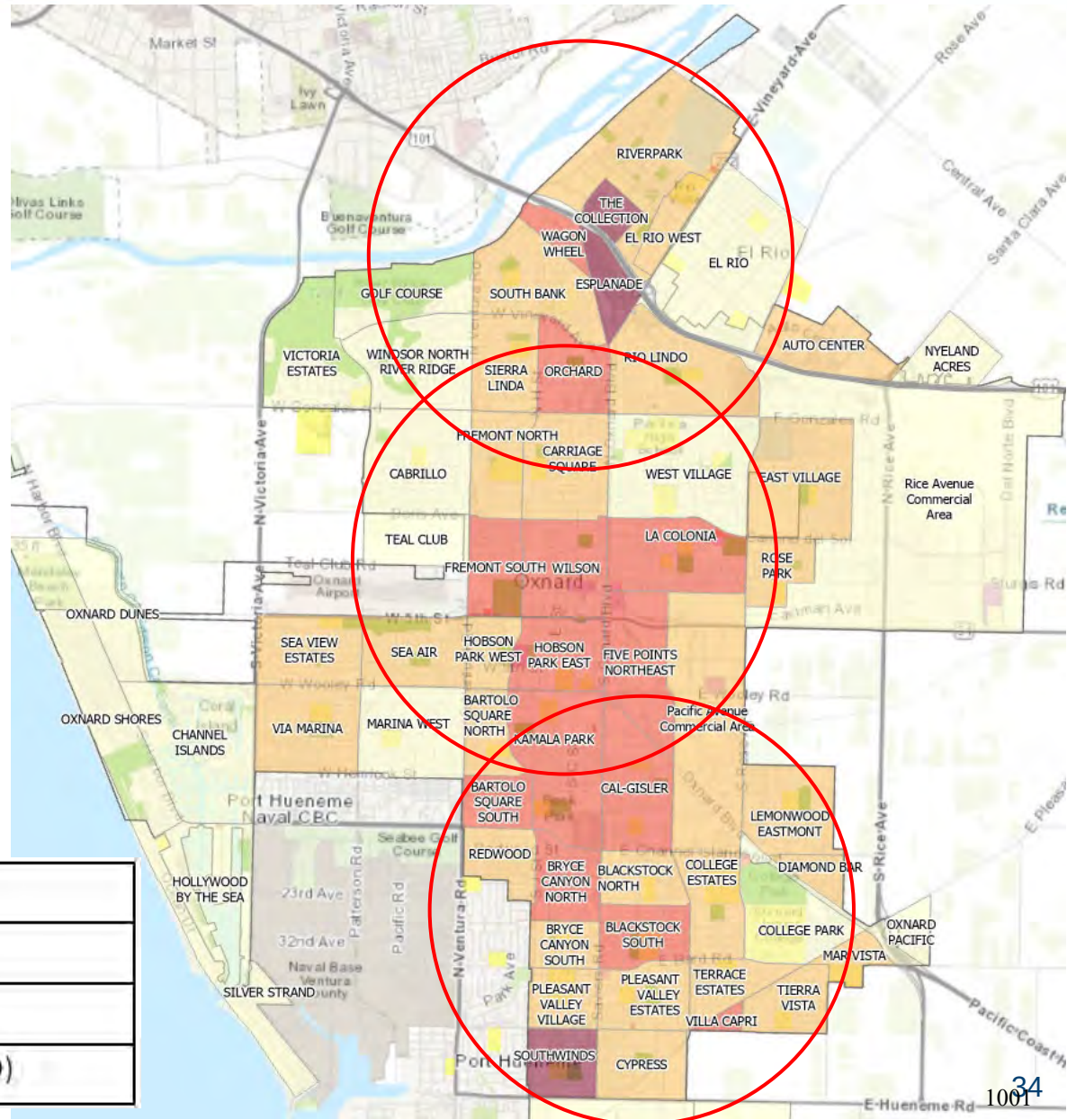


Reported Crime: Density Map

2023

National Incident
Based Reporting
System data

Reported crime in
Oxnard's officially
recognized
neighborhoods



	Lower than Average (<-0.5 SD)
	Average (±0.5 SD)
	Above Average (<1.5 SD)
	Significantly Above Average (>1.5 SD)

Proposed Oxnard PD DFR

- Initially 7 days per week, 10 hours per day
- Hours of day to line up with call for service demands
 - Call volume, peak hours, applicable call types
- Personnel Investment
 - 2 Sworn officers (pilots)
 - Supervision and management
 - 2 Visual observers
 - Existing staff
 - Can instead be covered by use of ground based radar (FAA Waiver required)

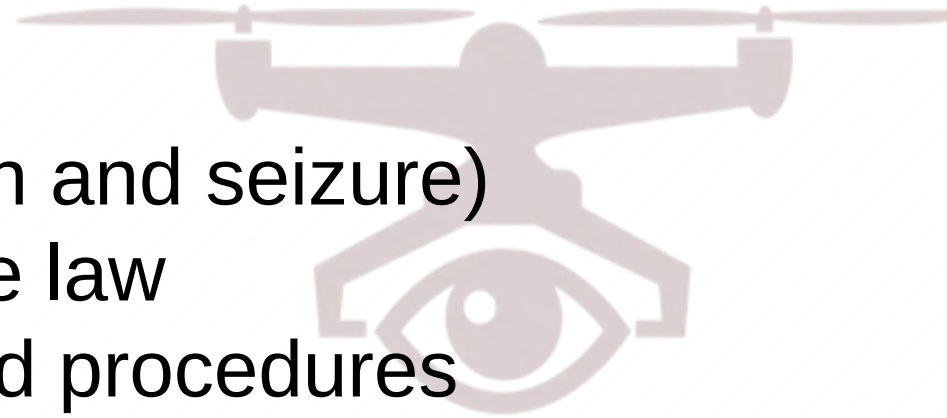
Common Concerns

- Public concerns about drones
 - Legal, civil rights issues
 - Perceptions
 - Privacy invasion
 - Intended uses of drones
- What safeguards exist?
- Agency transparency
- “Military equipment” (AB481)
 - Annual report to Council
 - No complaints or policy violations
 - We require entire drone flight video
 - No weapons allowed
 - No random patrol, no random surveillance



Established Safeguards

- State and federal laws
- 4th Amendment (search and seizure)
- Legal precedents / case law
- Department policies and procedures
- Accountability and Disciplinary remedy
- Annual public reporting (AB481)
- *No policy violations or complaints so far!*
- FAA regulations and requirements
- Training standards (POST, Departmental)
- Supervision, management and leadership
- Inspections and audits
- Accountability



Oxnard Police Department UAS Policy

www.oxnardpd.org

OXNARD
POLICE DEPARTMENT
*Protecting Our Community
With Exceptional Service*

ABOUT

CHIEF

OPERATIONS

COMMUNITY INFO

FAQS

CRIME & SAFETY

TRANSPARENCY

CONTACT

FILE A POLICE REPORT

HACER UN REPORTE

JOIN THE TEAM

“UAS Unit missions will be accomplished efficiently and safely while respecting the law and the privacy of the public. All UAS applications will obey Federal, State and City laws, and shall respect Constitutional rights, privacy rights, search and seizure regulations, and Federal Aviation Administration (FAA) regulations.”

Find more under our “Transparency” menu

Oxnard PD UAS Flight Logs

Established Policies

All Oxnard PD drone flights have a corresponding log (610.9)

Drone flight record retention (610.10)

- Minimum 2 ½ years

Subject to public records requests (610.11, 810)

Periodic audits to ensure thoroughness, accuracy, and policy adherence

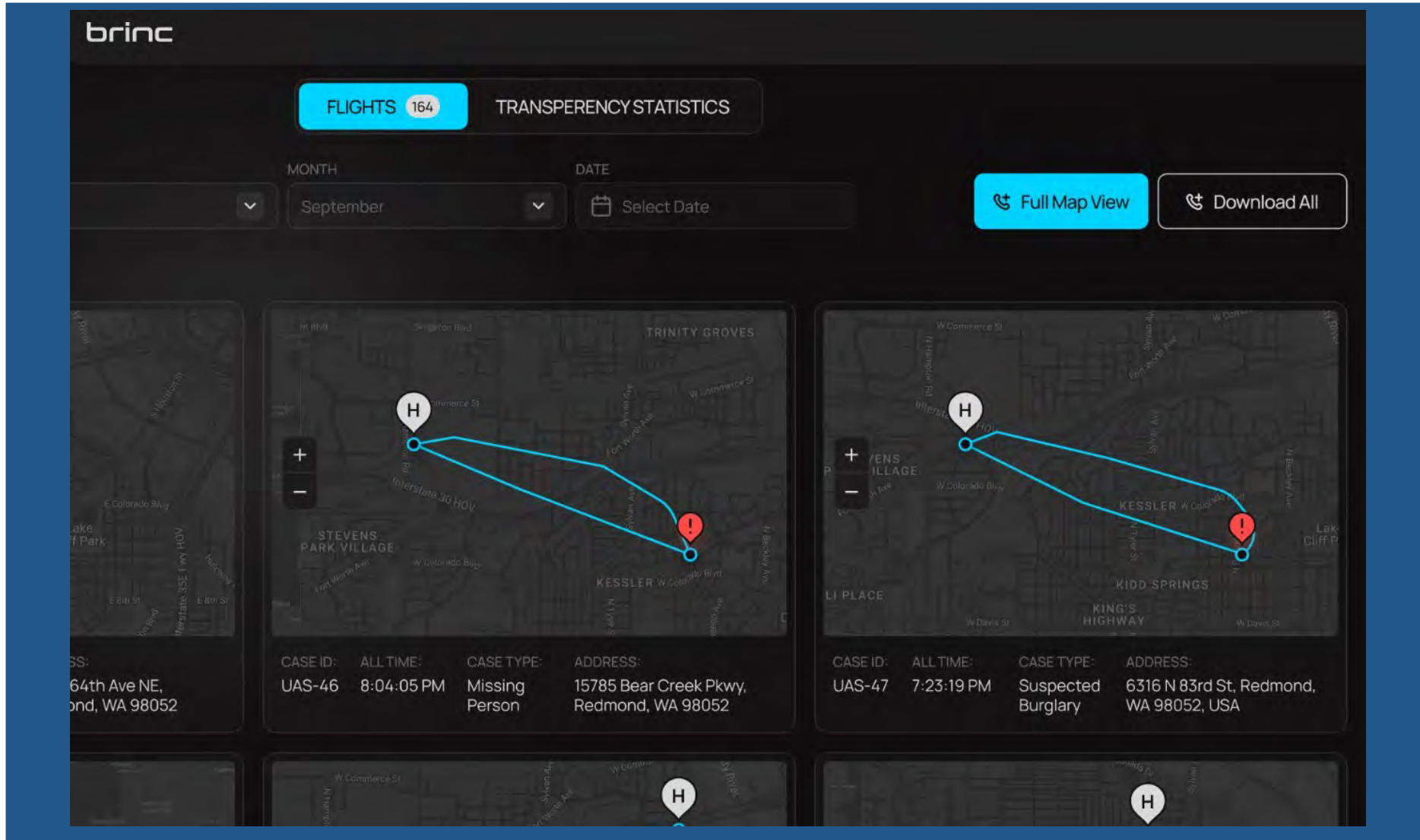
Oxnard PD UAS Flight Log				Case #	Mission #
					24-141
Mission/Flight Plan					
Pilot(s) Name:		Eric Alinaya		RPIC Cert #:	
Visual Observer(s):		Juan Valdovinos		Incident Commander:	Comdr Marquez
Location:		920 North H Street		Aircraft Name:	M30
Date / Time:		8/18/2024 1545 hrs		Secondary Aircraft Name:	Choose an item
Estimated Mission Duration:		20 minutes		Max Altitude:	400'
Airspace:		Oxnard		Mission Classification:	Part 107
Mission Requested by:		Patrol		Mission Type:	Tactical Assist
Mission Authorized by:		Sgt. Bentley		Video/Photo Evidence:	Yes
Video Processed:		N/A		Drone Deploy Flight:	No
Mission Description / Route:					
Assisted patrol with a barricaded subject inside of a vehicle.					
Mission/Flight Record					
Flight 1	Takeoff Loc: 920 N H St		Launch Time: 1545		Flight Notes:
	Landing Loc: 920 N H St		Landing Time: 1605		
	Battery # and Voltage:		Elapsed Time:		
Flight 2	Takeoff Loc:		Launch Time:		Flight Notes:
	Landing Loc:		Landing Time:		
	Battery # and Voltage:		Elapsed Time:		
Flight 3	Takeoff Loc:		Launch Time:		Flight Notes:
	Landing Loc:		Landing Time:		
	Battery # and Voltage:		Elapsed Time:		
Flight 4	Takeoff Loc:		Launch Time:		Flight Notes:
	Landing Loc:		Landing Time:		
	Battery # and Voltage:		Elapsed Time:		
Mission Notes:					
UAS was utilized to gather intelligence on the occupants inside the vehicle and to determine if the suspect was armed.					

Transparency is Essential



Public facing DFR Website tracking all missions and flight data.

Transparency is Essential



BRINC's LiveOps Public Facing Drone Flight Info

Oxnard Police Department UAS Policy

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Outlines Oxnard Police UAS Unit structure (610.4)

- Unit positions, supervision, management oversight

Defines authorized UAS mission types (610.5.1)

- Specifies level of required approval

Specifies prohibited uses (610.6), including

- **No random patrols, no random surveillance, no weapons**

All UAS flights recorded in their entirety (610.7)

- Recordings subject to retention schedule

BRINC DRONES

RESPONDER



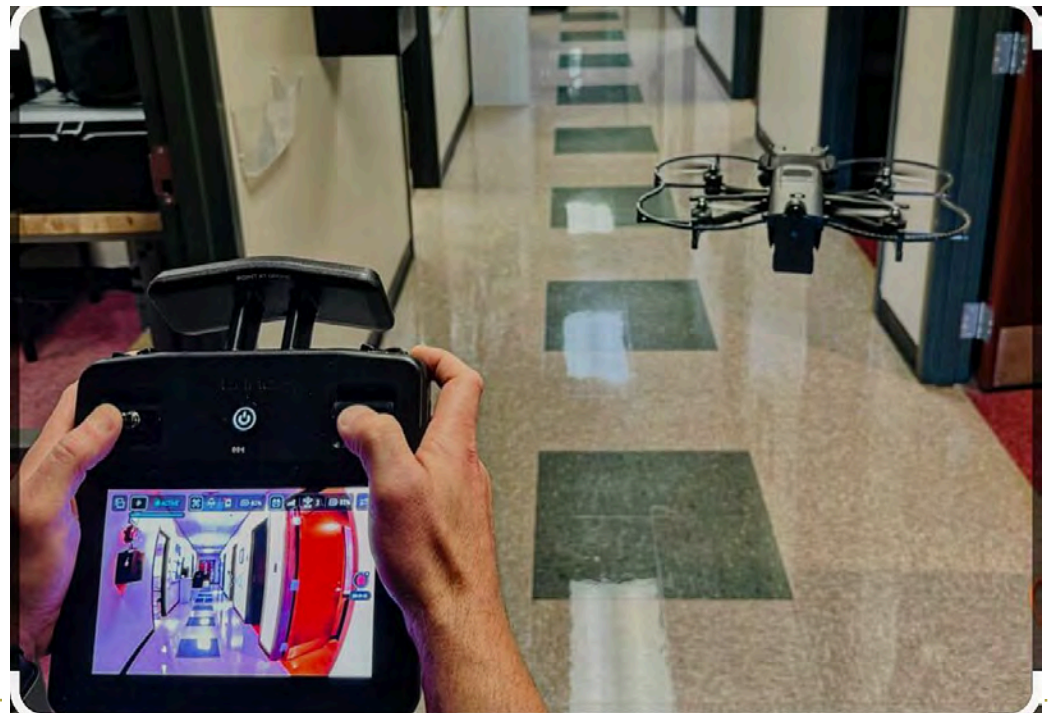
- World's first purpose-built 9-1-1 responder drone
- Emergency lights and siren
- Loudspeaker
- 2 Way communications
- Full HD camera with zoom
- 42 minute flight endurance

BRINC DRONES

LEMUR 2



- Can operate indoors
- Tactical application
- 4K Camera
- Livestream
- Night vision & thermal
- Real-time mapping
- 2 Way Communications



LiveOps

- Manages drone fleet operations
- Remote operation
- Stream video
- Real-time mapping
- Evidence storage
- Dashboard information
- Transcription of two-way communications
- Integration with:
 - Computer Assisted Dispatching
 - Automated License Plate Readers
 - Air traffic platforms
- Transparency portal

Proposed Oxnard PD DFR

BRINC Proposal Includes:

- 3 BRINC Responder drones
- 3 BRINC Responder nests
- 2 Lemur 2 drones
- Integrated DFR Software (LiveOps)
- Unlimited data storage
- Unlimited operator licenses
- Unconditional hardware repair or replace
- All necessary training
- Support for FAA Waivers
- Ground radar solution (2 radar units)

Brinc Drones DFR Proposal

Five year Full Service DFR Agreement:

○ Year 1:	\$ 363,717
○ Year 2:	\$ 374,527
○ Year 3:	\$ 423,757
○ Year 4:	\$ 423,757
○ <u>Year 5:</u>	<u>\$ 423,757</u>
Total:	\$2,009,515

25% early adopter discount applies
Offer valid until December 31, 2024

END OF PRESENTATION





Oxnard Police Dept - Drone Program with Ground Based Radar

Oxnard PD, CA

251 South C St

Oxnard, CA 93030

United States

Reference: 20241107-112333341

Quote created: November 7, 2024

Quote expires: December 31, 2024

Quote created by: Joe Schmidt

Sr. Territory Sales Executive

joe.schmidt@brincdrones.com

+15035518494

Any applicable taxes the agency owes will be added when invoicing if they are not included in this quote. If the agency is tax-exempt, please provide documentation to your BRINC Drones point of contact.

This quote is governed by the terms and conditions in NPPGov contract number PS24040.

Comments from Joe Schmidt

Cooperative Purchasing Vehicle [NPP.Gov](#) is available to procure BRINC DFR Solution. Oxnard Police Department is a member - Member ID M-5764822. Additionally, the City of Oxnard is also a member - Member ID M-5710201.

If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement with no consequence. Agency will deliver notice of termination as soon as reasonably practicable. By executing the quotation by 12/31/24, BRINC will allow Agency to secure early adopter discounted pricing and take delivery of product and invoice per Agency requirements.

Item & Description	Quantity & Total
Oxnard Police Department BRINC Drone Program Year 1	1 x \$447,466.00
Hardware Delivery:	after \$83,749.00 discount
3x Responder w/ Station DFR	\$363,717.00
- LiveOps DFR	
- Inclusive of parachute attachment	
2x Lemur 2	
- LiveOps Tactical	
Ground Based Radar:	
- 2x Echoshield and 2x Echoguard	
- Inclusive of warranty, support and services	
Training on all airframes	
\$10,000 COA support credit	
No questions asked repairs/replacements on all airframes.	
Limit 1x camera replacement per year for Responder. (manufacturer-related camera defects will be rectified by BRINC.)	
Maintenance on Station included.	

Item & Description**Quantity & Total**

Oxnard Police Department BRINC Drone Program Year 2	1 x \$458,276.00
LiveOps DFR	after \$83,749.00 discount
	\$374,527.00
LiveOps Tactical	
Ground Based Radar	
No questions asked repairs/replacements on all airframes.	
Limit 1x camera replacement per year for Responder. (manufacturer-related camera defects will be rectified by BRINC.)	
Maintenance on Station included.	
Oxnard Police Department BRINC Drone Program Year 3	1 x \$520,006.00
Hardware Delivery:	after \$96,249.00 discount
Upgrade 1 Responder w/ Station DFR to Guardian w/ Station DFR.	\$423,757.00
Hardware refresh for 2 Responder and 2 Lemur. Refresh of 2 Responder Stations if required for new Responder airframe.	
LiveOps DFR	
LiveOps Tactical	
Ground Based Radar	
Training on all new airframes	
No questions asked repairs/replacements on all airframes.	
Limit 1x camera replacement per year for Responder. (manufacturer-related camera defects will be rectified by BRINC.)	
Maintenance on Station included.	
Oxnard Police Department BRINC Drone Program Year 4	1 x \$520,006.00
LiveOps DFR	after \$96,249.00 discount
	\$423,757.00
LiveOps Tactical	
Ground Based Radar	
No questions asked repairs/replacements on all airframes.	
Limit 1x camera replacement per year for Responder. (manufacturer-related camera defects will be rectified by BRINC.)	
Maintenance on Station included.	

Item & Description	Quantity & Total	
Oxnard Police Department BRINC Drone Program Year 5	1 x	\$520,006.00
Hardware refresh for 1 Guardian, 2 Responder, and 2 Lemur. Refresh of 2 Responder Stations and 1 Guardian Station if required for new airframes.	after \$96,249.00 discount	
		\$423,757.00
LiveOps DFR		
LiveOps Tactical		
Ground Based Radar		
Training on all new airframes		
No questions asked repairs/replacements on all airframes.		
Limit 1x camera replacement per year for Responder. (manufacturer-related camera defects will be rectified by BRINC.)		
Maintenance on Station included.		
One-time subtotal		\$2,009,515.00
		after \$456,245.00 discount
Total		\$2,009,515.00
Total contract value		\$2,009,515.00

Purchase Terms and Bundle Details

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Joe Schmidt
Sr. Territory Sales Executive
joe.schmidt@brincdrones.com
+15035518494

BRINC
3668 Albion PI N
Seattle, WA 98103
United States

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Services and Purchasing Agreement (“**Agreement**”) is between BRINC Drones, Inc., a Delaware corporation (“**BRINC**”), and the City of Oxnard (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Order Form referencing this Agreement (“**Effective Date**”). This Agreement will govern future purchases by Agency for the same BRINC Devices and Services in the Order Form.

The Parties agree as follows:

1. Definitions

In addition to capitalized terms defined elsewhere in this Agreement, these following terms have the following meanings:

- 1.1. “**BRINC Live Operations**” means BRINC’s data streaming services and interactions between BRINC Devices and/or BRINC client software.
- 1.2. “**BRINC Device**” means all hardware provided by BRINC under this Agreement.
- 1.3. “**Documentation**” means specifications, user manuals, warnings, and other materials relating to the BRINC Devices or Services provided or made available by BRINC to Agency, as may be modified by BRINC from time to time.
- 1.4. “**Fees**” means the fees payable by Agency as set forth in an Order Form.
- 1.5. “**Order Form**” means each written order specifying the BRINC Devices and Services to be provided under this Agreement and applicable Fees, that is entered into between Agency and BRINC.
- 1.6. “**Services**” means all services provided by BRINC under this Agreement, including software, BRINC Live Operations, and professional services.
- 1.7. “**Subscription Term**” means the period specified during which Agency will have access to the Services.
- 1.8. “**Third-Party Services**” means separate hardware, services, or applications manufactured, published, or performed a party other than BRINC that can be used in connection with the Services.

2. Term and Termination

- 2.1. Term. This Agreement shall commence on **December 3, 2024** (the “**Effective Date**”) and shall continue in full force and effect for a period of **five (5) years**, unless earlier terminated in accordance with the terms of this Agreement. The Agreement shall automatically expire on **December 3, 2029**, unless extended by mutual written agreement of the parties. (“**Term**”). BRINC will not authorize services until BRINC receives a signed Order Form or accepts a purchase order, whichever is first.

- 2.2. **Term of Order Forms.** Unless otherwise stated in the applicable Order Form, (a) the initial Subscription Term of each Order Form begins on the effective date based on shipping and receiving terms of such Order Form and continue for the Subscription Term stated in the Order Form; and (b) the Subscription Term will automatically renew for a Subscription Term equivalent to the initial Subscription Term, unless either party provides the other party with written notice of non-renewal at least 30 days before the end of the then-current Subscription Term.
- 2.3. **Termination for Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to BRINC's uncured breach, BRINC will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 2.4. **Termination by Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 2.5. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all Fees incurred before the effective date of termination. If Agency purchases BRINC Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, BRINC will invoice Agency the difference between the MSRP for BRINC Devices received, including any spare BRINC Devices, and amounts paid towards those BRINC Devices. Only if terminating for non-appropriation, Agency may return BRINC Devices to BRINC within 30 days of termination. MSRP is the standalone price of the individual BRINC Device at the time of sale. For bundled BRINC Devices, MSRP is the standalone price of all individual components.
- 2.6. **Survival.** The sections titled "Effect of Termination," "Survival," "Fees, Payment, and Shipping," "Confidentiality," "Disclaimers," "Proprietary Rights," "IP Indemnification," "Limitation of Liability," and "Miscellaneous" will survive any termination or expiration of this Agreement.
3. **Fees, Payment, and Shipping**
- 3.1. **Fees.** Unless otherwise stated in the relevant Order Form, BRINC will invoice Agency upon shipment of the BRINC Devices in the Order Form, and payment is due within 30 days from the invoice date. For all Subscription Fees, BRINC will invoice Agency annually on the anniversary of the initial invoice. Payment obligations are non-cancelable. Unless otherwise stated in an Order Form, BRINC may increase the Fees upon renewal of each Order Form Subscription Term by providing written notice to Agency at least 45 days before the commencement of the applicable renewal Subscription Term.
- 3.2. **Late Payments.** If BRINC does not receive any invoiced amount by the invoice due date, then without limiting BRINC's rights or remedies, BRINC may, unless prohibited by law, charge Agency late interest fees at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law, plus all expenses of collection, including reasonable attorneys' fees.
- 3.3. **Payment Disputes.** BRINC will not exercise its rights under the "Late Payments" section above if Agency disputes the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

- 3.4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides BRINC a valid tax exemption certificate.
- 3.5. **Refunds.** All sales are final. BRINC does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency will pay invoices without setoff, deduction, or withholding.
- 3.6. **Shipping.** BRINC may make partial shipments and ship BRINC Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon BRINC's delivery to the common carrier. Agency will pay any shipping charges in the Order Form. Changes in the estimated ship date may change charges in the Order Form. Shipping dates are estimates only. BRINC is not responsible for typographical errors in any offer by BRINC, and BRINC may cancel any orders resulting from such errors. Orders are subject to prior credit approval.
4. **Hardware Warranties and Disclaimers**
- 4.1. **Hardware Warranty.** BRINC warrants that BRINC manufactured Devices are free from defects in workmanship and materials for one year from the date of Agency's receipt. For BRINC manufactured Devices purchased by Agency under the BRINC Support Program, BRINC warrants such BRINC Devices are free from defects in workmanship and materials from the date of Agency's receipt for the duration of the BRINC Support Program term.
- 4.2. **Disclaimers.** **Except as expressly provided herein, BRINC provides all software and Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Third-Party Services are not covered by BRINC's warranty and are only subject to the warranties of the third-party provider or manufacturer.**
- 4.3. **Claims.** If BRINC receives a valid warranty claim for a BRINC manufactured Device during the warranty term, BRINC's sole responsibility is to repair or replace such Device with the same or like BRINC manufactured Device, at BRINC's option. A replacement BRINC-Manufactured Device will be new or like new. The warranty of the replacement BRINC manufactured Device will be the longer of (a) the remaining warranty of the original BRINC manufactured Device or (b) 90-days from the date of repair or replacement.
- 4.4. **Exclusions.** BRINC's warranty excludes damage related to: (a) failure to follow BRINC Device use instructions; (b) BRINC Devices used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Device; (d) force majeure; (e) BRINC Devices repaired or modified by persons other than BRINC without BRINC's written permission; (f) BRINC Devices with a defaced or removed serial number; or (g) Agency's failure to complete training from BRINC on operating and flying the BRINC Device prior to Agency's use of the BRINC Device. BRINC's warranty will be void if Agency resells BRINC Devices.
- 4.5. **Replacement Device.** If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes BRINC's property. Before delivering a BRINC Device for service, Agency must download BRINC Device data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Device sent to BRINC for service.

- 4.6. Spare BRINC Devices. At BRINC's reasonable discretion, BRINC may provide Agency a predetermined number of spare BRINC Devices. Spare BRINC Devices are intended to replace broken or non-functioning units while BRINC repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Devices shall pass to Agency as described in the "Shipping" section.

5. Confidentiality

- 5.1. Definition of Confidential Information. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. To the extent permissible by law, BRINC pricing is Confidential Information and competition sensitive.
- 5.2. Protection of Confidential Information. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter.
- 5.3. Disclosure. Either party may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party reasonable advance notice of such disclosure and cooperates with the disclosing party so the disclosing party may obtain appropriate treatment for such Confidential Information. If Agency receives a public records request to disclose BRINC Confidential Information, to the extent allowed by law, Agency will provide notice to BRINC before disclosure. BRINC may publicly announce information related to this Agreement.

6. Proprietary Rights

- 6.1. BRINC Device and Services. BRINC and its licensors own and reserve all right, title, and interest in BRINC Devices, Services, and Documentation, including all related intellectual property rights, underlying technology, derivative works, modifications, or improvements of any of the foregoing. No rights are granted to Agency hereunder other than as expressly stated herein.
- 6.2. Feedback. Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Agency related to the BRINC Devices or Services or other BRINC products or services.

7. IP Indemnification

- 7.1. Indemnification by BRINC. BRINC will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of BRINC Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide BRINC with written notice of such claim, tender to BRINC the defense or settlement of such claim at BRINC's expense and cooperate fully with BRINC in the defense or settlement of such claim. BRINC's IP indemnification obligations do not apply to claims based on (a) modification of BRINC Devices or Services by Agency or a third-party not approved by BRINC; (b) use of BRINC Devices and Services in combination with hardware or services not approved by BRINC; (c) use of BRINC Devices and Services other than as permitted in this Agreement; or (d) use of BRINC software that is not the most current release provided by BRINC.

- 7.2. **Sole and Exclusive Remedy.** If BRINC receives information about an infringement or misappropriation claim related to BRINC Devices or Services, BRINC may and at no cost to Agency: (i) modify the BRINC Devices or Services so that they are no longer claimed to infringe or misappropriate; (ii) obtain a license for Agency's continued use of the BRINC Devices or Services in accordance with this Agreement; or (iii) terminate Agency's subscriptions for the BRINC Devices or Services upon 30 days' written notice and refund Agency any prepaid fees covering the remainder of the subscription term of the terminated Services. This Indemnification section sets forth BRINC's sole liability to, and the Agency's exclusive remedy against, BRINC for the third-party claims described herein.

8. **Additional Offerings; Changes to Offerings**

- 8.1. **Online Support Platforms.** Use of BRINC's online support platforms is governed by the specific Terms of Use Appendix.
- 8.2. **New offerings.** New devices and services may require additional terms.
- 8.3. **Design Changes.** BRINC may make design changes to any BRINC Device or Service without notifying Agency or making the same change to BRINC Devices and Services previously purchased by Agency. Any such design changes will not materially decrease the overall functionality of the Services or BRINC Devices.
- 8.4. **Bundled Offerings.** If Agency purchases a bundled offering from BRINC and (i) some offerings in the bundle are not currently available at the time of purchase, or (ii) Agency elects not to utilize any portion of the bundle, BRINC will not provide a refund, credit, or additional discount beyond what is in the Order Form.

9. **Use of BRINC Devices and Services**

- 9.1. **Third-Party Software and Services.** Agency may integrate BRINC Devices or Services with Third-Party Services. The terms and conditions governing Agency's access, use, and exchange of data with Third-Party Services is solely between Agency and the Third-Party Services provider. BRINC does not endorse or support and is not responsible for Third-Party Services. Agency is solely responsible and liable for its use of Third-Party Services. BRINC has no obligation to support any integration of Third-Party Services with the Services and may cease any integrations of Third-Party Services at any time.
- 9.2. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of BRINC Devices and Service, including ensuring that Agency and End Users adhere to all applicable laws and regulations applicable to the operation of unmanned aircraft system and that Agency and End Users operate BRINC Devices in accordance with the Documentation (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of BRINC Devices; (d) ensuring BRINC Devices are destroyed and disposed of securely and sustainably at Agency's cost; (e) any regulatory violations or fines, as a result of improper use, destruction, or disposal of BRINC Devices; and (f) ensuring no modifications are made to weaponize the BRINC Device.
- 9.3. **Cloud Services.** Agency may purchase cloud services from BRINC to utilize a SaaS based platform to store and manage footage captured from a BRINC Device ("**Cloud Services**"). Any data that Agency uploads to Cloud Services from a BRINC Device will be considered Agency Data. BRINC

may collect and analyze information relating to Agency's use of Cloud Services and BRINC Devices, including Agency Data, in connection with Agency's use of Cloud Services. BRINC may use such information to develop and improve the Cloud Services and BRINC Devices and other BRINC offerings, but only in aggregate, anonymized form which cannot be readily linked to Agency or any specific entity or natural person ("**Aggregated Anonymous Data**"). For sake of clarity, Aggregated Anonymous Data is not Agency Data. BRINC may utilize third-party cloud hosting providers to store Agency Data. If data is stored within BRINC's cloud based partner ecosystem, such third party retains ultimate responsibility for the availability and integrity of Agency Data. BRINC will implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure of, Agency Data.

10. Donations and Beta Tests

- 10.1. Charitable Donations. Upon mutual agreement between BRINC and Agency, BRINC may provide certain products and services to Agency, as a charitable donation. By accepting a charitable donation, Agency represents and warrants that it may do so under applicable law. BRINC may publicly announce its participation in any such charitable donation and use Agency's name in marketing materials. BRINC may terminate the charitable program without cause immediately upon notice to the Agency.
- 10.2. Free Trials and Beta Testing. BRINC may offer optional free trial or beta access to BRINC Services or Devices. Use of free trials and betas is only for Agency's internal evaluation during a 30-day period, unless otherwise specified in writing by BRINC. Either party may terminate Agency's use of free trials and betas at any time for any reason.
- 10.3. Limitations. Trials and betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, BRINC offers no warranty, indemnity, or support for free trials and betas or charitable donations, and its liability for such use will not exceed US\$1,000.

11. Miscellaneous

- 11.1. Force Majeure. Except for Agency's obligation to pay Fees owed, neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 11.2. Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 11.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 11.4. Cooperative Purchasing. To the extent legally allowed, Agency will permit other governmental agencies to utilize this Agreement under the same terms and conditions to purchase the same Services and BRINC Devices described in the Order Form.
- 11.5. INSURANCE. BRINC shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within Exhibit INS-W, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that BRINC obtain and maintain such insurance coverages. Such insurance must be issued by a

company satisfactory to the Risk Manager. BRINC shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-W. Maintenance of insurance coverages by BRINC is a material element of this Agreement. BRINC's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

- 11.6. Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 11.7. U.S. Government Restricted Rights. If Agency is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Services are a "Commercial Product" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Agency with only those rights as provided under the terms and conditions of this Agreement.
- 11.8. Export Compliance. Each Party will comply with all import and export control laws and regulations.
- 11.9. Anti-Bribery. Neither party has received or been offered any illegal or improper bribe, rebate, payoff, influence payment, kickback, or other thing of value from an employee or agent of the other party in connection with this Agreement.
- 11.10. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. BRINC may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 11.11. Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 11.12. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 11.13. Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 11.14. Notices. All notices required or permitted under this Agreement must be in English and delivered in writing. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with BRINC. Notices to BRINC shall be provided to BRINC Drones Inc, Inc., Attn: Legal, 1055 N. 38th St. Seattle, WA 98103.

11.15. Entire Agreement. This Agreement, including any Order Form(s) or SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. Any terms within the Agency's purchase order in response to an Order Form will be void.

11.16. Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

CITY OF OXNARD

BRINC Drones, Inc.

Signature _____

Signature _____

Name _____

Name _____

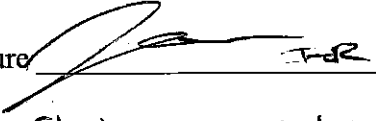
Title _____

Title _____

Date _____

Date _____

APPROVED AS FORM:

Signature  TdR

Name Stephen M. Fischer

Title City Attorney

Date 1/10/24

BRINC Training Appendix

This BRINC Training Appendix applies to Agency's purchase of BRINC training services.

1. **Use of Training Services.** If Agency purchases any BRINC training services, Agency must schedule such services within 30 days of the Effective Date.
2. **End user go-live training and support sessions.**
- 2.1. **BRINC Go-Live Ground School.** If Agency purchases this training services package, BRINC's training will include the following:
 - Structured training on standard device and emergency operations.
 - In-depth device charging, troubleshooting and maintenance steps.
 - Operational best practice with the respective device.
 - Reality-based scenario training.
 - Hands-on assistance with set-up and integration.
 - Support sessions
- 2.2. **BRINC Lemur Familiarization and Overview.** If Agency purchases this training services package, BRINC's training will include the following:
 - Virtual overview of device nomenclature, basic and emergency operations, charging, routine maintenance and description of basic integration of the respective device.
 - Support sessions
3. **Delivery of Training**
- 3.1. **Timing.** BRINC personnel will perform all training Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed to in writing.
- 3.2. **On-Site Training.** If BRINC will be performing training at Agency's location, Agency is responsible for ensuring the site is suitable for training. If the training is scheduled for multiple days, the training days must be scheduled consecutively.

BRINC Support Program Appendix

If the Agency purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. **BRINC Support Program.** The BRINC Support Program is an extended full-service warranty that starts on the Subscription Term and terminates as detailed in the Order Form. The extended warranty includes unlimited repairs on BRINC Devices and unlimited replacements for any Lemur, Responder or Guardian Airframe that BRINC is unable to repair between hardware Upgrades. For BRINC Ball, BRINC will provide unlimited repairs and replacements for any BRINC Ball that BRINC is unable to repair. The extended warranty includes unlimited repairs and unlimited replacements for any Responder, Guardian or future outdoor Airframe and corresponding Station(s) that BRINC is unable to repair between hardware upgrades. The Responder and Guardian Camera payload has a maximum replacement of 1 per year if damaged or destroyed or unable to be repaired. Agency is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
2. **BRINC Support Program Upgrade.** If Agency has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Agency a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Order Form (“Upgrade”). If Agency purchased BRINC Support Program, BRINC will provide a Lemur Drone Upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories.
3. **Upgrade Delay.** BRINC may ship the Upgrades as scheduled in the Order Form without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Order Form 60 days before the end of the Subscription Term without prior confirmation from Agency.
4. **Upgrade Change.** If Agency wants a different BRINC Device model from the Upgrade offered by BRINC, Agency must pay the price difference between the MSRP for the desired BRINC Device and the MSRP for the Upgrade. If the model Agency desires has an MSRP less than the MSRP of the offered Upgrade, BRINC will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
5. **Firmware Updates.** BRINC will provide Updates and Upgrades to BRINC Device firmware for as long as a BRINC Device is part of an active Support Program. An “Update” is a generally available release that BRINC makes available from time to time. An “Upgrade” includes (i) new versions of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included.
6. **Return of Original BRINC Device.** Within 30 days of receiving an Upgrade, Agency must return the original BRINC Devices to BRINC or destroy the BRINC Devices and provide a certificate of destruction to BRINC including serial numbers for the destroyed BRINC Devices. If Agency does not return or destroy the BRINC Devices, BRINC will deactivate the serial numbers for the BRINC Devices received by Agency. If Agency does not return or destroy the BRINC Devices, (i) Agency cannot resell, gift, or donate the BRINC Devices; (ii) Agency will not allow the BRINC Devices to be used for personal use; (iii) Agency must retain direct custody and control of the BRINC Devices;

and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices.

7. **Termination.** If Agency's payment for BRINC Support Program is more than 30 days past due, BRINC may terminate Agency's BRINC Support Program purchase. Once the BRINC Support Program terminates for any reason, then:
 - 7.1. BRINC Support Program coverage terminates as of the date of termination and no refunds will be given.
 - 7.2. BRINC will not and has no obligation to provide Upgrades.
 - 7.3. Agency must make any missed payments due to the termination before Agency may purchase any future BRINC Support Program.
8. **Trade-in.** If the Order Form contains a discount on Lemur related line items, including items related to Support Program Plans, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to BRINC. BRINC will pay shipping costs of the return. If BRINC does not receive Trade-In Units within the timeframe below, BRINC will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

BRINC Live Operations Appendix

If Agency purchases BRINC Live Operations or a bundle including BRINC Support Program, this appendix applies.

1. BRINC Live Operations Subscription Term.

- 1.1. As a Bundled Offering. If Agency purchases BRINC Live Operations as part of a bundled offering, the BRINC Live Operations subscription begins on the later of the (1) start date of that bundled offering, or (2) date BRINC provisions BRINC Live Operations to Agency.
- 1.2. As a Standalone. If Agency purchases BRINC Live Operations as a standalone, the BRINC Live Operations subscription begins the later of the (1) date BRINC provisions BRINC Live Operations to Agency, or (2) first day of the month following the Effective Date.
- 1.3. End Date. The BRINC Live Operations subscription term will end upon the completion of the Subscription Term as documented in the Order form.

2. **Scope of BRINC Live Operations**. The scope of BRINC Live Operations is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses BRINC Live Operations outside this scope or Agency's data usage suggests use outside of the scope, BRINC may initiate good-faith discussions with Agency on upgrading Agency's BRINC Live Operations to better meet Agency's needs. For Drone deployments, the licensed pilot is ultimately responsible for the aircraft and LiveOps is an assistance tool to fly remotely. BRINC cannot guarantee 100% connection to the aircraft from LiveOps.

3. **Partner Networks**. BRINC Live Operations relies on the support of third-party wireless providers ("Partner Networks"). Partner Networks are made available as-is and the Partner Networks make no warranties or representations as to the availability or quality of roaming service provided by the Partner Networks. The Partner Networks will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying Partner Network or its affiliates or contractors, and Agency is not a third-party beneficiary of any agreement between BRINC and Partner Networks.

4. **Data Plan**. BRINC is responsible for handling all customer satisfaction issues related to the Data Plan, for which the BRINC provided SIM card is integral to its operation. BRINC will invoice Agency for Data Plan and SIM card directly. The Data Plan utilizes Partner Networks, but BRINC will be responsible for all network related issues. If data is stored within BRINC's cloud based partner ecosystem, ultimate responsibility for data availability and integrity will be the responsibility of the partner.

5. **Termination**. Upon termination of this Agreement or applicable Order Form, or if Agency stops paying for BRINC Live Operations or a bundle that includes BRINC Live Operations, BRINC will end BRINC Live Operations services, including any BRINC-provided LTE service.

Drones as a First Responder Early Access Program

If Agency participates in the Drones as a First Responder Early Access Program, this appendix applies.

1. **Early Access.** If BRINC provides Agency access to the Drones as a First Responder Early Access Program (“Program”) before BRINC makes the Drones as a First Responder service generally available, BRINC will provide Agency with early access to the Program for the purpose of testing, evaluation, and feedback. Agency acknowledges and agrees that participation in the Program does not entitle Agency to any discounts, reduced fees, or other benefits not explicitly stated in this Agreement. The Program is not intended as a discount or incentive program.
2. **Feedback and Testing.** Agency agrees to provide feedback, reports, and test results to BRINC, including any issues, suggestions, or improvements related to the products and services used during the Program. BRINC may use Agency's feedback and suggestions to improve its products and services but is under no obligation to implement or adopt any of the feedback provided by Agency.

Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Agency related to the Program or other BRINC products or services, including for the purpose of improving and enhancing BRINC's offerings.

3. **Consulting Services.** If Agency's use of the Program includes consulting services, the parties will enter into a separate statement of work to further describe the deliverables as part of such consulting services.
4. **Confidentiality.** Agency agrees to maintain the confidentiality of all information, materials, and data related to the Program, including any pre-release versions of the products and services, and shall not disclose such information to any third party without BRINC's prior written consent.

BRINC Integrations Appendix

If Agency purchases any offerings from BRINC involving integrations with Third-Party Services, this appendix applies.

1. **Scope.** The Quote or a statement of work (SOW) will identify whether Agency or BRINC is responsible for completing integration work.
2. **Use of API.** Agency may utilize BRINC's API to facilitate an integration between BRINC Services and Third-Party Services. If Agency utilizes BRINC's API for such purpose, BRINC grants to Agency a non-exclusive, non-transferable, revocable, personal license to use the API and associated documentation, solely for internal use and solely in connection with Agency's access to BRINC Services, during the Term. Agency shall ensure proper integration with the latest version of BRINC's API promptly following BRINC making it generally available in accordance with the applicable documentation made available by BRINC.
3. **Support.** If BRINC is responsible for the integration work, for 30 days after completing integration services, BRINC will provide up to five hours of remote support at no additional charge. If Agency maintains a subscription or license to BRINC Services, BRINC will provide Agency free support for issues caused by changes to BRINC Services. BRINC is not responsible for providing support for issues caused by changes to Agency's software or systems, or for issues caused by Third-Party Services.
4. **Agency Responsibilities.** If BRINC performs the integration work, Agency will:
 - a. Make available relevant Agency systems to BRINC;
 - b. Make required modifications to Agency's hardware, facilities, systems, networks, or software as needed for BRINC to successfully complete the integration;
 - c. Ensure that knowledgeable staff who are familiar with Agency's systems are available as reasonably needed to support and complete the integration work;
 - d. Ensure all appropriate data backups are performed; and
 - e. Provide assistance and participate in any testing required for the integration.

LEAGUE OF OREGON CITIES
UNMANNED AND REMOTELY OPERATED VEHICLE SYSTEMS OR DRONES
Solicitation No. 2355

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Unmanned and Remotely Operated Vehicle Systems or Drones. LOC works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Unmanned and Remotely Operated Vehicle Systems or Drones using a secure competitive RFP process evaluated based on “best value” rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) to LOC and its members.

Procedure

LOC issued an RFP (2355) on November 22, 2023.

The RFP was published in the Daily Journal of Commerce on November 22, 2023.

The RFP was published in USA Today on November 22, 2023.

The RFP closed on January 16, 2024.

The RFP was awarded on February 29, 2024.

The RFP was posted to the following web sites: orcities.org and nppgov.com.

The text of the published notice of solicitation is as follows:



LOC received a proposal(s) from the following vendor(s):

1. Adorama, Inc.
2. BRINC Drones, Inc.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Adorama, Inc.
2. BRINC Drones, Inc.

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Attachment D.</i>	25
<u>Product Line (Score only categories proposed):</u> Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0 and Attachment C.</i>	15
<u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15
<u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15
<u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references, and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15
<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5
<u>TOTAL</u>	100

Pricing Structure

Adorama, Inc.: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

BRINC Drones, Inc.: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
International Place, North Tower
17930 International Boulevard
Suite 900
SeaTac, WA 98188

Marshall Stiles, Contract Manager
marshall.stiles@mynpp.com
nppgov.com

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and BRINC DRONES, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Unmanned and Remotely Operated Vehicle Systems or Drones, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Unmanned and Remotely Operated Vehicle Systems or Drones the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2355 for Unmanned and Remotely Operated Vehicle Systems or Drones; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2355 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor’s Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception is **approved** and by this reference incorporated herein.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA24040, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other

information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages

are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either

to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor will only be required to provide information regarding purchases directly attributable to this Agreement. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and

remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

BRINC Drones, Inc.
1055 N. 38th St
Seattle, WA 98103
ATTN: Nolan Sieger
Email: nolan.sieger@brincdrones.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid

unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: March 27, 2024 | 1:28 PM PDT

VENDOR:

DocuSigned by:
Signature: Manoj Mohan
36B131AC1E2342C...

Printed Name: Manoj Mohan

Title: EVP Revenue
BRINC DRONES, INC.

Dated: March 26, 2024 | 11:09 AM PDT

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

UNMANNED AND REMOTELY OPERATED VEHICLE SYSTEMS OR DRONES	
Product Category	Percentage (%) off List Price* (<i>OR</i> fixed price if % off pricing is not available)
AERIAL VEHICLES OR DRONES	2.5% off List Price
SURFACE & SUBSURFACE LAND BASED VEHICLES AND DRONES	2.5% off List Price
SURFACE & SUBSURFACE WATER BASED VEHICLES AND DRONES	2.5% off List Price
TECHNOLOGY, SOFTWARE, ACCESSORIES, ATTACHMENTS, TRAINING, CERTIFICATION, LICENSURE, AND SERVICES	2.5% off List Price
OTHER	2.5% off List Price

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Services and Purchasing Agreement (“**Agreement**”) is between BRINC Drones, Inc., a Delaware corporation (“**BRINC**”), and the agency listed in the signature block or, if no agency is listed, the agency executing an Order Form that references this Agreement (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Order Form referencing this Agreement (“**Effective Date**”). This Agreement will govern future purchases by Agency for the same BRINC Devices and Services in the Order Form.

The Parties agree as follows:

1. Definitions

In addition to capitalized terms defined elsewhere in this Agreement, these following terms have the following meanings:

- 1.1. “**BRINC Live Operations**” means BRINC’s streaming services for BRINC data streaming and interactions between BRINC Devices and/or BRINC client software.
- 1.2. “**BRINC Device**” means all hardware provided by BRINC under this Agreement.
- 1.3. “**Documentation**” means specifications, user manuals, warnings, and other materials relating to the BRINC Devices or Services provided or made available by BRINC to Agency, as may be modified by BRINC from time to time.
- 1.4. “**Fees**” means the fees payable by Agency as set forth in an Order Form.
- 1.5. “**Order Form**” means each written order specifying the BRINC Devices and Services to be provided under this Agreement and applicable Fees, that is entered into between Agency and BRINC.
- 1.6. “**Services**” means all services provided by BRINC under this Agreement, including software, BRINC Live Operations, and professional services.
- 1.7. “**Subscription Term**” means the period specified in an Order Form during which Agency will have access to the Services.
- 1.8. “**Third-Party Services**” means separate hardware, services, or applications procured by Agency from a party other than BRINC that can be used in connection with the Services.

2. Term and Termination

- 2.1. Term. This Agreement begins on the Effective Date and continues as long as any Order Form remains in effect (“**Term**”). BRINC will not authorize services until BRINC receives a signed Order Form or accepts a purchase order, whichever is first.
- 2.2. Term of Order Forms. Unless otherwise stated in the applicable Order Form, (a) the initial Subscription Term of each Order Form begins on the effective date of such Order Form and continue for the Subscription Term stated in the Order Form; and (b) the Subscription Term will automatically renew for a Subscription Term equivalent to the initial Subscription Term, unless either party provides the other party with written notice of non-renewal at least 30 days before the end of the then-current Subscription Term.
- 2.3. Termination for Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to BRINC’s uncured breach, BRINC will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 2.4. Termination by Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 2.5. Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all Fees incurred before the effective date of termination. If Agency purchases BRINC Devices for less than the manufacturer’s suggested retail price (“**MSRP**”) and this Agreement terminates before the end of the Term, BRINC will invoice Agency the difference between the MSRP for BRINC Devices received, including any spare BRINC Devices, and amounts paid towards those BRINC Devices. Only if terminating for non- appropriation, Agency may return BRINC Devices to BRINC within 30 days of termination. MSRP is the standalone price of the individual BRINC Device at the time of sale. For bundled BRINC Devices, MSRP is the standalone price of all individual components.
- 2.6. Survival. The sections titled “Effect of Termination,” “Survival,” “Fees, Payment, and Shipping,” “Confidentiality,” “Disclaimers,” “Proprietary Rights,” “IP Indemnification,” “Limitation of Liability,” and “Miscellaneous” will survive any termination or expiration of this Agreement.

3. **Fees, Payment, and Shipping**

- 3.1. Fees. Unless otherwise stated in the relevant Order Form, BRINC will invoice Agency upon shipment of the BRINC Devices in the Order Form, and payment is due within 30 days from the invoice date. For all Subscription Fees, BRINC will invoice Agency annually on the anniversary of the initial invoice. Payment obligations are non-cancelable. Unless otherwise stated in an Order Form, BRINC may increase the Fees upon renewal of each Order Form Subscription Term by providing written notice to Agency at least 45 days before the commencement of the applicable renewal Subscription Term.
- 3.2. Late Payments. If BRINC does not receive any invoiced amount by the invoice due date, then without limiting BRINC’s rights or remedies, BRINC may, unless prohibited by law, charge Agency late interest fees at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law, plus all expenses of collection, including reasonable attorneys’ fees.
- 3.3. Payment Disputes. BRINC will not exercise its rights under the “Late Payments” section above if Agency disputes the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

- 3.4. Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides BRINC a valid tax exemption certificate.
- 3.5. Refunds. All sales are final. BRINC does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency will pay invoices without setoff, deduction, or withholding.
- 3.6. Shipping. BRINC may make partial shipments and ship BRINC Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon BRINC's delivery to the common carrier. Agency will pay any shipping charges in the Order Form. Changes in the estimated ship date may change charges in the Order Form. Shipping dates are estimates only. BRINC is not responsible for typographical errors in any offer by BRINC, and BRINC may cancel any orders resulting from such errors. Orders are subject to prior credit approval.
4. **Hardware Warranties and Disclaimers**
- 4.1. Hardware Warranty. BRINC warrants that BRINC manufactured Devices are free from defects in workmanship and materials for one year from the date of Agency's receipt. For BRINC manufactured Devices purchased by Agency under the BRINC Support Program, BRINC warrants such BRINC Devices are free from defects in workmanship and materials from the date of Agency's receipt for the duration of the BRINC Support Program term.
- 4.2. Disclaimers. **Except as expressly provided herein, BRINC provides all software and Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Third-Party Services are not covered by BRINC's warranty and are only subject to the warranties of the third-party provider or manufacturer.**
- 4.3. Claims. If BRINC receives a valid warranty claim for a BRINC manufactured Device during the warranty term, BRINC's sole responsibility is to repair or replace such Device with the same or like BRINC manufactured Device, at BRINC's option. A replacement BRINC-Manufactured Device will be new or like new. The warranty of the replacement BRINC manufactured Device will be the longer of (a) the remaining warranty of the original BRINC manufactured Device or (b) 90-days from the date of repair or replacement.
- 4.4. Exclusions. BRINC's warranty excludes damage related to: (a) failure to follow BRINC Device use instructions; (b) BRINC Devices used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Device; (d) force majeure; (e) BRINC Devices repaired or modified by persons other than BRINC without BRINC's written permission; (f) BRINC Devices with a defaced or removed serial number; or (g) Agency's failure to complete training from BRINC on operating and flying the BRINC Device prior to Agency's use of the BRINC Device. BRINC's warranty will be void if Agency resells BRINC Devices.
- 4.5. Replacement Device. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes BRINC's property. Before delivering a BRINC Device for service, Agency must download BRINC Device data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Device sent to BRINC for service.
- 4.6. Spare BRINC Devices. At BRINC's reasonable discretion, BRINC may provide Agency a predetermined number of spare BRINC Devices. Spare BRINC Devices are intended to replace broken or non-functioning units while BRINC repairs or replaces the broken or non-functioning

units through the warranty return process. Title and risk of loss for all spare BRINC Devices shall pass to Agency as described in the “Shipping” section.

5. Confidentiality

- 5.1. Definition of Confidential Information. “**Confidential Information**” means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. To the extent permissible by law, BRINC pricing is Confidential Information and competition sensitive.
- 5.2. Protection of Confidential Information. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party’s Confidential Information. Unless required by law, neither Party will disclose the other Party’s Confidential Information during the Term and for 5 years thereafter.
- 5.3. Disclosure. Either party may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party reasonable advance notice of such disclosure and cooperates with the disclosing party so the disclosing party may obtain appropriate treatment for such Confidential Information. If Agency receives a public records request to disclose BRINC Confidential Information, to the extent allowed by law, Agency will provide notice to BRINC before disclosure. BRINC may publicly announce information related to this Agreement.

6. Proprietary Rights

- 6.1. BRINC Device and Services. BRINC and its licensors own and reserve all right, title, and interest in BRINC Devices, Services, and Documentation, including all related intellectual property rights, underlying technology, derivative works, modifications, or improvements of any of the foregoing. No rights are granted to Agency hereunder other than as expressly stated herein.
- 6.2. Feedback. Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Agency related to the BRINC Devices or Services or other BRINC products or services.

7. Limitation of Liability

- 7.1. Exclusion of Certain Types of Damages. Except to the extent prohibited by law, neither party will have any liability arising out of or related to this Agreement for any indirect, exemplary, incidental, special, punitive, cover, business interruption, lost profit, or consequential damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or has been advised of the possibility of such damages or if a party’s remedy otherwise fails of its essential purpose.
- 7.2. Liability Cap. Except for amounts payable under BRINC’s intellectual property indemnification obligations under “IP Indemnification”, in no event will the aggregate total liability of either party arising out of or related to this Agreement exceed the purchase price paid to BRINC for the BRINC Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Agency’ payment obligations under the “Fees and Payments” section above. In the event Agency (i) modifies a BRINC Device, (ii) fails to operate a BRINC Device in accordance with BRINC’s warnings or guidelines, or (iii) is involved in an accident involving a BRINC Device, BRINC will have no liability to Agency for any damages.

8. IP Indemnification

- 8.1. Indemnification by BRINC. BRINC will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of BRINC Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide BRINC with written notice of such claim, tender to BRINC the defense or settlement of such claim at BRINC's expense and cooperate fully with BRINC in the defense or settlement of such claim. BRINC's IP indemnification obligations do not apply to claims based on (a) modification of BRINC Devices or Services by Agency or a third-party not approved by BRINC; (b) use of BRINC Devices and Services in combination with hardware or services not approved by BRINC; (c) use of BRINC Devices and Services other than as permitted in this Agreement; or (d) use of BRINC software that is not the most current release provided by BRINC.
- 8.2. Sole and Exclusive Remedy. If BRINC receives information about an infringement or misappropriation claim related to BRINC Devices or Services, BRINC may and at no cost to Agency: (i) modify the BRINC Devices or Services so that they are no longer claimed to infringe or misappropriate; (ii) obtain a license for Agency's continued use of the BRINC Devices or Services in accordance with this Agreement; or (iii) terminate Agency's subscriptions for the BRINC Devices or Services upon 30 days' written notice and refund Agency any prepaid fees covering the remainder of the subscription term of the terminated Services. This Indemnification section sets forth BRINC's sole liability to, and the Agency's exclusive remedy against, BRINC for the third-party claims described herein.

9. Additional Offerings; Changes to Offerings

- 9.1. Online Support Platforms. Use of BRINC's online support platforms (simulator) is governed by the BRINC Simulator Terms of Use Appendix.
- 9.2. New offerings. New devices and services may require additional terms.
- 9.3. Design Changes. BRINC may make design changes to any BRINC Device or Service without notifying Agency or making the same change to BRINC Devices and Services previously purchased by Agency. Any such design changes will not materially decrease the overall functionality of the Services or BRINC Devices.
- 9.4. Bundled Offerings. If Agency purchases a bundled offering from BRINC and (i) some offerings in the bundle are not currently available at the time of purchase, or (ii) Agency elects not to utilize any portion of the bundle, BRINC will not provide a refund, credit, or additional discount beyond what is in the Order Form.

10. Use of BRINC Devices and Services

- 10.1. Third-Party Software and Services. Agency may integrate BRINC Devices or Services with Third-Party Services. The terms and conditions governing Agency's access, use, and exchange of data with Third-Party Services is solely between Agency and the Third-Party Services provider. BRINC does not endorse or support and is not responsible for Third-Party Services. Agency is solely responsible and liable for its use of Third-Party Services. BRINC has no obligation to support any integration of Third-Party Services with the Services and may cease any integrations of Third-Party Services at any time.
- 10.2. Agency Responsibilities. Agency is responsible for (a) Agency's use of BRINC Devices and Service, including ensuring that Agency and End Users adhere to all applicable laws and regulations applicable to the operation of unmanned aircraft system and that Agency and End Users operate BRINC Devices in accordance with the Documentation (b) breach of this

Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of BRINC Devices; (d) ensuring BRINC Devices are destroyed and disposed of securely and sustainably at Agency's cost; (e) any regulatory violations or fines, as a result of improper use, destruction, or disposal of BRINC Devices; and (f) ensuring no modifications are made to weaponize the BRINC Device.

- 10.3. Cloud Services. Agency may purchase cloud services from BRINC to utilize a SaaS based platform to store and manage footage captured from a BRINC Device ("**Cloud Services**"). Any data that Agency uploads to Cloud Services from a BRINC Device will be considered Agency Data. BRINC may collect and analyze information relating to Agency's use of Cloud Services and BRINC Devices, including Agency Data, in connection with Agency's use of Cloud Services. BRINC may use such information to develop and improve the Cloud Services and BRINC Devices and other BRINC offerings, but only in aggregate, anonymized form which cannot be readily linked to Agency or any specific entity or natural person ("**Aggregated Anonymous Data**"). For sake of clarity, Aggregated Anonymous Data is not Agency Data. BRINC may utilize third-party cloud hosting providers to store Agency Data. If data is stored within BRINC's cloud based partner ecosystem, such third party retains ultimate responsibility for the availability and integrity of Agency Data. BRINC will implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure of, Agency Data.

11. **Donations and Beta Tests**

- 11.1. Charitable Donations. Upon mutual agreement between BRINC and Agency, BRINC may provide certain products and services to Agency, as a charitable donation. By accepting a charitable donation, Agency represents and warrants that it may do so under applicable law. BRINC may publicly announce its participation in any such charitable donation and use Agency's name in marketing materials. BRINC may terminate the charitable program without cause immediately upon notice to the Agency.
- 11.2. Free Trials and Beta Testing. BRINC may offer optional free trial or beta access to BRINC Services or Devices. Use of free trials and betas is only for Agency's internal evaluation during a 30-day period, unless otherwise specified in writing by BRINC. Either party may terminate Agency's use of free trials and betas at any time for any reason.
- 11.3. Limitations. Trials and betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, BRINC offers no warranty, indemnity, or support for free trials and betas or charitable donations, and its liability for such use will not exceed US\$1,000.

12. **Miscellaneous**

- 12.1. Force Majeure. Except for Agency's obligation to pay Fees owed, neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 12.2. Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 12.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- 12.4. Cooperative Purchasing. To the extent legally allowed, Agency will permit other governmental agencies to utilize this Agreement under the same terms and conditions to purchase the same Services and BRINC Devices described in the Order Form.

- 12.5. Insurance. BRINC will maintain General Liability and Workers' Compensation insurance. Upon request, BRINC will supply certificates of insurance.
- 12.6. Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 12.7. U.S. Government Restricted Rights. If Agency is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Services are a "Commercial Product" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Agency with only those rights as provided under the terms and conditions of this Agreement.
- 12.8. Export Compliance. Each Party will comply with all import and export control laws and regulations.
- 12.9. Anti-Bribery. Neither party has received or been offered any illegal or improper bribe, rebate, payoff, influence payment, kickback, or other thing of value from an employee or agent of the other party in connection with this Agreement.
- 12.10. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. BRINC may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 12.11. Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 12.12. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 12.13. Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 12.14. Notices. All notices required or permitted under this Agreement must be in English and delivered in writing. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with BRINC. Notices to BRINC shall be provided to BRINC Drones Inc, Inc., Attn: Legal, 1055 N. 38th St. Seattle, WA 98103.
- 12.15. Entire Agreement. This Agreement, including any Order Form(s) or SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. Any terms within the Agency's purchase order in response to an Order Form will be void.
- 12.16. Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.



Agency

Signature _____

Name _____

Title _____

Date _____

BRINC Drones, Inc.

Signature _____

Name _____

Title _____

Date _____



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: July 23, 2024

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Drone as a First Responder (DFR). (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee receives and files a report by the Police Department on drone use, and authorizes the Police Department staff to explore the development of a Drone as a First Responder (DFR) Plan for the City of Oxnard.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/WWpBTfceDT4>

BACKGROUND

Unmanned Aerial Systems (UAS)

Small, remotely operated Unmanned Aerial Systems (UAS), also commonly referred to as "drones," are an efficient and effective way of providing law enforcement critical information to respond to calls for service and emergency situations or to conduct criminal investigations. Some examples include providing an overhead view of an area or incident for ground personnel, safely clearing the interior of buildings, providing detailed documentation of crime and accident scenes, and searching for lost or missing persons.

In 2018, the Police Department began studying the use of drone technology in its public safety operations. The Police Department explored best practices, policies, and procedures regarding the use of UAS technology in law enforcement. A particular focus of the research was an effort to address and assuage concerns about public trust, civil liberties, and the public's right to privacy during the operation of UAS systems.

Before implementing its UAS Program, the Police Department presented its plan to a variety of groups in 2018 and 2019, including the Police Chiefs Advisory Board, Inter Neighborhood Council Organization (INCO), the Community Relations Commission, the City Council's Public Safety Committee, and eventually the City Council in October of 2019. The Police Department's efforts were well-supported.

On November 13, 2019, the Police Department conducted its first UAS flight. The Police Department's UAS program is currently based on a "response model." Under this model, qualified drone pilot officers respond when called upon from other assignments with drones. The Police Department currently has

ten (10) sworn officers who comprise the UAS Unit. Their commitment to the UAS program is that of a collateral assignment, meaning that this is a responsibility in addition to their principal duties. All members of the UAS Unit have qualifications that exceed basic requirements; all hold Federal Aviation Administration “Part 107” certificates. This certification is not necessary since the Police Department secured a *Certificate of Authorization* (COA) for drone operations; however, we believe that this further raises standards.

At the time of this report’s drafting, the Police Department has conducted 535 UAS flights since the program’s first flight in November 2019. The pace at which the Police Department uses UAS is accelerating, with 108 flights in 2024 (May 29). A look at the Police Department’s UAS usage in 2023 shows that its 115 drone deployments that year are broken down into the following flight types:

- 25 for field operations support (area searches)
- 42 for tactical assists (SWAT operations)
- 20 for crime scene documentation
- 12 for special events support
- 9 for area mapping
- 7 for training

The UAS program has proven valuable by increasing community and officer safety, improving crime scene documentation, and increasing efficiency.

Since its first flight in 2019, the Police Department has not received a single complaint about their use, and no violations of policy have occurred. The policy, found in the *Oxnard Police Department Policy Manual*, can be found on the Police Department’s website, on its own webpage: <https://sites.google.com/oxnardpd.org/drones/unmanned-aerial-systems>.

Looking to the future, the Police Department recognizes the continued integration of UAS in public safety roles. This vision is supported by success stories in cities such as Chula Vista, California, which has been a pioneer in incorporating UAS into its police department’s operations. Given their value, growing utility, and our continued success, the Oxnard Police Department is seeking to explore the development of its own *Drone as a First Responder* (DFR) program. If this can be established, Oxnard would be the first DFR agency in the Tri-Counties Region and will strive to serve as a model agency in this field.

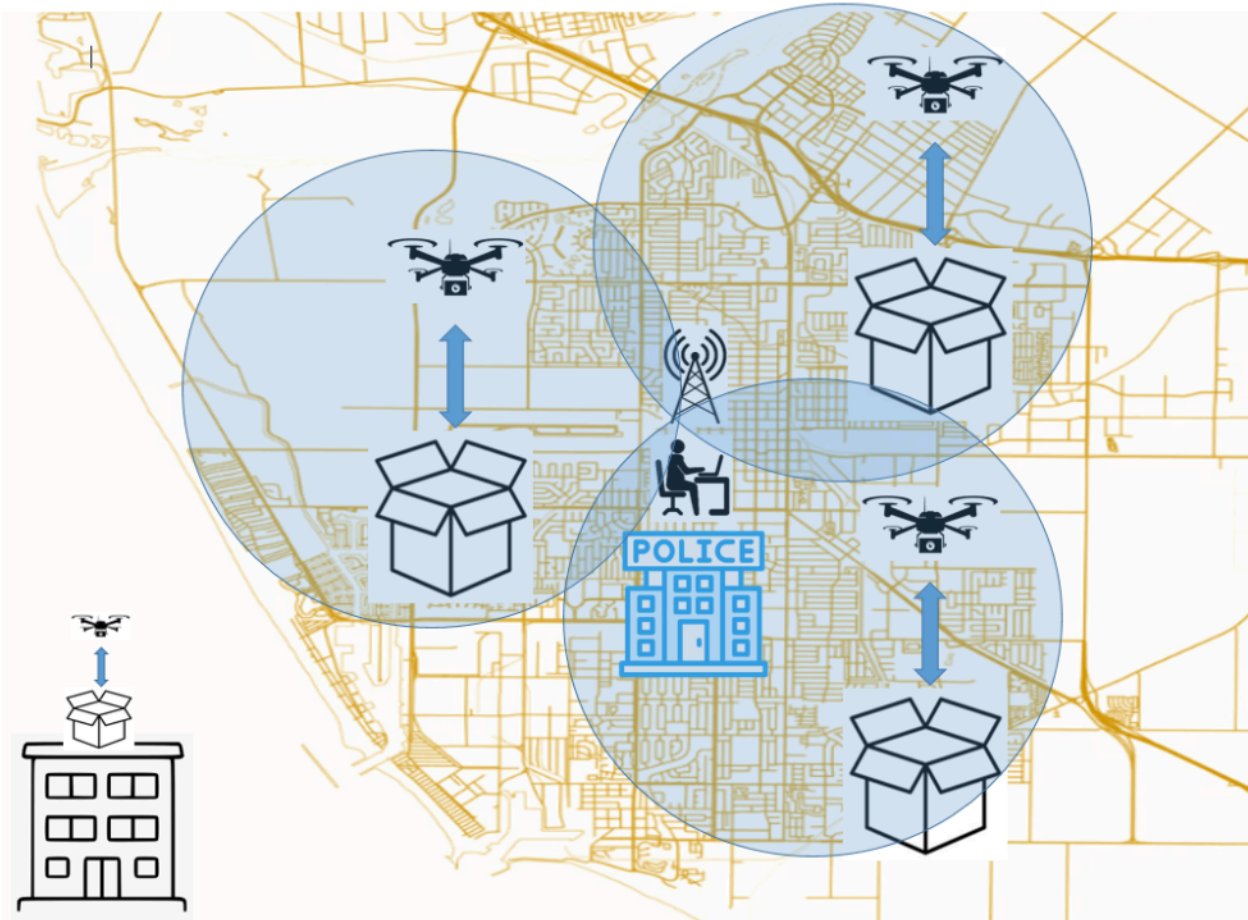
Drone as a First Responder

DFR is a network of drones that are pre-positioned across the City in fully automated launch sites known as “nests” and are ready to respond to calls for service. Nests are essentially automated protective boxes in which the drones are stationed and charged. The nest opens up when deployed, and the drone flies from it. When it has completed its response, the drone returns to it, lands on its charging pad, and the nest then closes its protective doors. Nests are placed at various locations across the City, with the intent to provide as much area coverage as possible.



Sample UAS “nest”

The aircraft are remotely operated by an FAA-licensed sworn officer pilot, situated in a command center in the police headquarters building. The DFR drone has an onboard camera that streams high-definition video to the Police Department’s real-time operations center. The drone pilot, a police officer trained in critical incident management, controls the drone remotely and communicates with the responding units on the ground. This gives them information about the call they are responding to, such as the location of the disturbing persons, descriptions, and direction of travel. DFR drones are also very useful in confirming or ruling out the presence of weapons or other safety concerns- this can be a valuable de-escalation tool. The DFR system can also stream video feed to the cell phones and media devices of the first responders, supervisors, and command staff. This greatly enhances situational awareness, as they can see exactly what the drone sees in real time.



DFR concept (not to scale)

DFR has demonstrated the ability to increase officer and community safety and efficient deployment of officers. For example, being the first in the nation, the City of Chula Vista is a pioneer agency for DFR. Between 2018 and 2024, Chula Vista used DFR drones 18,225 times for calls for service. With DFR, Chula Vista was able to respond to calls without the use of a patrol unit in 4,156 of those calls, or 22.8% of the time. This means that patrol officers remained available to engage in other activities, such as community policing and neighborhood problem-solving efforts.

DFR has also demonstrated the ability to respond to a variety of call types. For example, the top call types for DFR in Chula Vista between 2018 and 2024 involved:

- Disturbances (28.1%)
- Check well-being (17.65%)
- Person in crisis (14.36%)
- Domestic disturbances (10.69%)
- Unknown circumstances (7.27%)
- Suspicious persons (6.57%)
- Assaults (5.97%)

Very importantly, DFR has shown great success in reducing overall police response times. In Chula Vista, during these six years, DFR drones had an average response time of ninety-two seconds to calls in which they were first on scene and one hundred and ten seconds as an overall response time. DFR drones recorded 41% faster response times to “priority one” (high priority) calls and 47% faster responses to priority two calls. When deployed, they were the first police resource that arrived on scene nearly half the time, immediately providing overwatch and information to responding officers on

the ground. The effectiveness of DFR in reducing response times directly supports the Oxnard City Council's stated priority of "maintaining and reducing 9-1-1 response times."

Oxnard and DFR

The Police Department intends to explore the feasibility of starting its own DFR program, with an intended start date in early 2025. The intent is to determine a suitable number of DFR nest sites, a suitable UAS platform, and hours of operation. It is likely that a startup DFR program would set an initial goal of approximately ten (10) hours of UAS integration with Patrol Division responses, spanning seven (7) days per week. The first phase of the DFR program would seek to cover approximately seventy percent (70%) of the City's land surface area. Using historical and trending call-for-service data, the DFR aims to cover areas in the City where approximately eighty percent (80%) of police service calls are generated. Later phases would potentially expand the coverage area, as well as the days and times of operations. In addition to responding to police calls for service, DFR would also serve as a potential asset to the Fire Department, such as in the case of structure fires and hazardous material responses.

The Police Department's effort to establish a DFR program would involve community outreach, such as public meetings. Topics would include, but not be limited to:

- Overview of the Police Department's UAS program, highlighting success stories involving their use
- Efforts to communicate the Police Department's existing policies on the use of UAS
- Remote pilot qualifications and standards
- Matters related to transparency, accountability, and honoring privacy rights

Police Department staff would also conduct a thorough review of suitable UAS platforms and explore funding sources for them.

The Police Department would plan to report to the City Council in the late fall of this year and seek final approval.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rocky Marquez, Police Commander

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. L.5

DATE: December 3, 2024

TO: City Council

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

SUBJECT: Remittance to the City of Oxnard's Community Development Block Grant (CDBG) Line of Credit with the United States Department of Housing and Urban Development for Ineligible Program Costs (10 minutes).

RECOMMENDATION

That the City Council:

1. Authorize the City Manager to remit up to \$369,083.93 to the City of Oxnard's Community Development Block Grant Line of Credit with the United States Department of Housing and Urban Development for ineligible program costs to comply with the 2021 monitoring review requirements;
2. Authorize the City Manager, or designee, to appropriate up to \$369,083.93 from the City's General Fund (101) available fund balance; and
3. Authorize the Finance Department to complete a cash transfer to the United States Treasury to return funds to the City of Oxnard's Line of Credit with the United States Department of Housing and Urban Development.

(This item did not originate in Committee. This item was previously presented to City Council on July 5, 2022.)

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

<https://youtu.be/IwYZCGalt9w>

BACKGROUND

The City of Oxnard receives entitlement grant funding from the United States Department of Housing and Urban Development (HUD) for three major programs, including the Community Development Block Grant, HOME Investment Partnerships and the Emergency Solutions Grant every year. These programs are used to address critical, unmet local needs in the areas of affordable housing, public facilities, infrastructure, economic development, homeless services and public services.

Entitlement grants are grants entitled to cities, counties, states, and urban areas, given the jurisdiction provides a Five-Year Consolidated Plan, and subsequent Annual Action Plans that describe the needs and gaps of the community, in addition to the eligible activities the jurisdiction proposes to address those needs and gaps. Within each Five-Year Consolidated Plan period, HUD often conducts a monitoring review of activities to ensure they are meeting federal compliance.

During the weeks of June 7, 2021 and June 14, 2021, HUD monitored the City of Oxnard's 2018-19 and 2019-20 Community Development Block Grant program activities. On November 26, 2021, HUD concluded their monitoring review and identified fifteen findings and two concerns. Two of the fifteen findings identified a requirement to repay funds to HUD based on their determination that some of the activities conducted were ineligible. HUD previously accepted the Annual Action Plans which include the subject activities/projects which they then deemed ineligible in 2021.

The subject projects and associated funding was included in the 2019 and 2020 Annual Action Plans. The primary purpose of the projects related to the Fire Department was to increase the ability to provide life saving measures to residents of the city. Based on past experience of Housing Department staff this is an appropriate use of CDBG funding, meeting the criteria of a benefit to a low and moderate income area.

Following receipt of HUDs 2021 letter, the City of Oxnard and HUD engaged in extensive correspondence seeking a final disposition of the various findings. After more than two years, in April of 2024 HUD informed the City of Oxnard of an additional required review in the form of a new effort recognized as a Risk-Based Technical Assistance seeking to resolve the remaining outstanding findings from 2021. With approval of the requested actions, the final findings from the 2021 monitoring will be resolved.

On July 5, 2022, City Council approved a request from the Housing Department to remit up to \$369,083.20 in General Funds to HUD due to their determination of ineligible expenditures during a scheduled monitoring review of the City of Oxnard's Community Development Block Grant ("CDBG") program in 2021. Following that action City staff continued to discuss the projects with HUD to gain a better understanding of their determination prior to submitting the payment to HUD. In the Fall of 2024, the discussions with HUD were finalized and it was determined the City would need to remit \$369,083.93. While the conversations with HUD were taking place, the original amount approved by City Council was inadvertently omitted from the carry over process into FY 2024-25, and therefore, any payment to HUD requires a new appropriation by City Council.

DISCUSSION

The remaining open findings are based on a determination of ineligible expenses because the respective projects were deemed to not be life saving measures. HUD seeks remittance of the funds for projects that they deemed to be ineligible. In some cases the full funding award was not necessary to complete the project; in those cases HUD is simply requiring the repayment of the actual funds used and the remaining funds were already returned to CDBG fund balance when the projects were completed. The projects HUD is requiring the repayment of funds on include:

2022 Saff Report	2024 HUD Accounting	Difference
1. Program Administration (\$1,851.04) - Approved by Council in Fiscal Year 2018	1. Program Administration (\$1,851.04) - Approved by Council in Fiscal Year 2018	\$0.00
2. Police Community Cameras (\$5,137.16) - Approved by Council in Fiscal Year 2017	2. Police Community Cameras (\$5,137.16) - Approved by Council in Fiscal Year 2017	\$0.00
3. Fire Operations Chief Mobile Command (\$120,000) - Approved by Council in Fiscal Year 2018	3. Fire Operations Chief Mobile Command (\$120,000) - Approved by Council in Fiscal Year 2018	\$0.00
4. ALS Paramedic Support (\$69,343) - Approved by Council in Fiscal Year 2019	4. ALS Paramedic Support (\$69,343.21) - Approved by Council in Fiscal Year 2019	+\$0.21
5. Fire Station Altering System (\$47,752) - Approved by Council in Fiscal Year 2019	5. Fire Station Altering System (\$47,752.52) - Approved by Council in Fiscal Year 2019	+\$0.52
6. Fire Station Mobile Data Equipment (\$125,000) - Approved by Council in Fiscal Year 2019	6. Fire Station Mobile Data Equipment (\$125,000) - Approved by Council in Fiscal Year 2019	\$0.00
Amount to be Repaid: \$369,083.20	Amount to be Repaid: \$369,083.93	Difference From 2022 to 2024 HUD Accounting: +\$0.73

Below is a summary for each activity HUD deemed ineligible:

Program Administration

Program Administration covers staffing and operational costs to operate the HUD programs. One ineligible activity that HUD does not allow is to pay for memberships or subscriptions with CDBG funds when the organization's primary purpose is lobbying. According to HUD's monitoring letters, HUD's determination was cited incorrectly. However, the memberships purchased with CDBG funding in Fiscal Year 2018 - 2019 do have lobbying components, therefore future subscriptions should be paid through another funding source.

Police Community Cameras

The Police Community Cameras activity was awarded \$120,000 by City Council within Fiscal Year 2016-17. HUD's concern is relative to Police staff training. HUD could not tie back the training to the cameras. However, the installation and the equipment for the cameras were deemed eligible.

Fire Operations Chief Mobile Command

This activity was awarded \$120,000 by City Council within Fiscal Year 2017-18. The monitoring review letter dated November 26, 2021 states that although the vehicle may contain life-saving equipment, it serves as a mobile command center for use by the Battalion Chief and is not used by firefighters to save lives. HUD considers this to be a general government expense, which is an ineligible use of funds.

ALS Paramedic Support

This activity was awarded \$70,000 by City Council in Fiscal Year 2018-19. The activity included the purchase of a paramedic support vehicle for the Fire Department commonly used where fire trucks are unable to travel. Purchases of life-saving equipment for Fire Departments are eligible expenses, including fire trucks when the Fire Department is located in a low-income census tract. The City of Oxnard's petition was that the vehicle would respond to emergencies, in areas such as agricultural sites or narrow corridors, where a fire truck was incapable of traveling through. HUD's response was that the vehicle was indeed eligible for purchase. However, the Fire Department needed to track the time and location of the vehicle in support of serving low-income neighborhoods, and to ensure there was record of eligible and ineligible uses documented. The Fire Department was not informed of conducting the need for this action and was unable to provide the records needed to comply with HUD's request. It was the Housing Department's understanding, at the time of awarding the activity, that since the entire City of Oxnard is 60% low-income, the census tract documentation would suffice, yet HUD disagreed.

Fire Station Alerting System

The Fire Station Alerting System activity was awarded \$225,000 by City Council in Fiscal Year 2018-19 and includes the installation of an alarm system to four fire stations, all located in low-income neighborhoods. Prior to receiving these improvements, the fire stations did not meet the industry standard. HUD identified this activity as ineligible and considered it a general maintenance of government facilities.

Fire Station Mobile Data Equipment

This activity included the purchase of computer equipment installed in the fire vehicles that allowed staff to upload medical data directly to the hospitals to expedite life-saving measures for the patients while the patients and emergency responders are en route to the hospital. HUD deemed that this was not life-saving equipment. The City contested that the equipment supported life-saving measures, especially for those with chronic conditions or pose unique barriers to adequate healthcare. HUD has reaffirmed their original position deeming the activity ineligible.

HUD has agreed to close these findings upon remittance of up to \$369,083.93 back to the City of Oxnard's Community Development Block Grant line of credit with HUD.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The CDBG program is typically self-sustaining. It does not require matching funds, and the program has some administrative funding to support most administrative staff and resources needed to operate the CDBG program. When activities are deemed ineligible in instances such as a monitoring visit, HUD has the option to request repayment of funds. After HUD has completed processing the repayment, the grant funds will be made available to the City of Oxnard through the CDBG program, and the Housing Department will request the appropriation of those funds.

The fiscal impact for this item is to increase FY 2024-25 spending in the general fund in the amount of \$369,083.93.

For Finance Use Only: General Fund (Org. 1018101 Obj. 53710)

COMMITTEE OUTCOME

This item did not originate in Committee. This item was previously presented to City Council on July 5, 2022.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. July 5, 2022 City Council Staff Report
2. Oxnard RBTA Findings Closure Letter 1
3. Presentation



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: July 5, 2022

TO: City Council

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

SUBJECT: Remittance to the United States Department of Housing and Urban Development Department for Ineligible Costs Related to the Community Development Block Grant Program.

RECOMMENDATION

That the City Council:

1. Authorize the City Manager to repay \$369,083.20 to the United States Department of Housing and Urban Development Department to comply with the 2021 Monitoring Review requirements; and
2. Authorize the City Manager or designee to appropriate up to \$369,083.20 of General Funds, if needed, and authorize the Finance Department to conduct a cash transfer to the United States Treasury and the return of funds to the appropriate line of credit as directed by the United States Department of Housing and Urban Development.

(This item did not originate in Committee.)

BACKGROUND

The City of Oxnard receives entitlement grant funding from the United States Department of Housing and Urban Development (HUD) for three major programs, including the Community Development Block Grant, HOME Investment Partnerships and the Emergency Solutions Grant every year. These programs are used to address critical, unmet local needs in the areas of affordable housing, public facilities, infrastructure, economic development, homeless services and public services.

The primary objective of the Community Development Block Grant program is to revitalize communities, through assisting low- and moderate-income households, aid in the prevention of slums or blight or meeting some other urgent community development need. In order to meet these objectives, funds can be used for a wide range of activities, such as, infrastructure projects, business assistance programs, public services, homeownership assistance and child care. Each activity carries its own requirements and regulations that must be followed in order to be in full compliance.

Entitlement grants are grants entitled to cities, counties, states, and urban areas, given the jurisdiction provides a Five-Year Consolidated Plan, and subsequent Annual Action Plans that describe the needs and gaps of the community, in addition to the eligible activities the jurisdiction proposes to address those needs and gaps. Within each Five-Year Consolidated Plan period, HUD often conducts a monitoring review of activities to ensure they are meeting federal compliance.

During the weeks of June 7, 2021 and June 14, 2021, HUD monitored the City of Oxnard's 2018-19 and 2019-20 Community Development Block Grant program activities. The purpose of the monitoring visit is to ensure the City of Oxnard's activities were administered in accordance with all program regulations. On November 26, 2021, HUD concluded their monitoring review and identified fifteen findings and two concerns.

Two of the fifteen findings identified a requirement to repay funds to HUD based on their determination that some of the activities conducted were ineligible. Although HUD approved the Annual Action Plans associated activities, they did not identify any concerns to the City of Oxnard prior to approving the plan. Within the two findings, there were eight projects HUD requested be repaid:

1. Program Administration (\$1,851.04) – Approved by Council in Fiscal Year 2018
2. Police Community Cameras (\$5,137.16) – Approved by Council in Fiscal Year 2017
3. Fire Operations Chief Mobile Command (\$120,000) – Approved by Council in Fiscal Year 2018
4. ALS Paramedic Support (\$69,343) – Approved by Council in Fiscal Year 2019
5. Fire Station Alerting System (\$47,752) – Approved by Council in Fiscal Year 2019
6. Fire Station Mobile Data Equipment (\$125,000) – Approved by Council in Fiscal Year 2019

Amount to be Repaid: \$369,083.20

The remainder of the findings were primarily related to the Housing Department's grant policies and procedures. The policies and procedures have been updated to better align with the Housing Department's internal systems and federal regulations. In addition, modifications to three programs were needed in the HUD database to better reflect the appropriate regulatory categories – Housing Rehabilitation, Down Payment Assistance, and Fair Housing.

DISCUSSION

In February 2022, the Housing Department issued a response to HUD's letter dated November 26, 2021, contesting several activities they deemed ineligible, including the Police Community Cameras, the ALS Paramedic Support, the Fire Station Alerting System, and the Fire Station Mobile Data Equipment. A response from HUD was received on May 2, 2022 reaffirming their stance on the ineligibility of each.

Below is a summary for each activity HUD deemed ineligible:

Program Administration

Program Administration covers staffing and operational costs to operate the HUD programs. One ineligible activity that HUD does not allow is to pay for memberships or subscriptions with CDBG funds when the organization's primary purpose is lobbying. According to HUD's monitoring letters, HUD's determination was cited incorrectly. However, the memberships purchased with CDBG funding in Fiscal Year 2018 - 2019 do have lobbying components, therefore future subscriptions should be paid through another funding source. Staff recommends that City Council approve the repayment of \$1,851.04 to close out this finding.

Police Community Cameras

The Police Community Cameras activity was awarded \$120,000 by City Council within Fiscal Year 2016-17. HUD's concern is relative to Police staff training, which amounted to the \$5,137.16. HUD could not tie back the training to the cameras. However, the installation and the equipment for the cameras were deemed eligible. Staff recommends that City Council approve the repayment of \$5,137.16 to close out this finding.

Fire Operations Chief Mobile Command

This activity was awarded \$120,000 by City Council within Fiscal Year 2017-18. The monitoring review letter dated November 26, 2021 (Attachment 1) states that although the vehicle may contain life-saving equipment, it serves as a mobile command center for use by the Battalion Chief and is not used by firefighters to save lives. HUD considers this to be a general government expense, which is an ineligible use of funds. Staff recommends that City Council approve the repayment of \$120,000 to close out this finding.

ALS Paramedic Support

This activity was awarded \$70,000 by City Council in Fiscal Year 2018-19. The activity included the purchase of a paramedic support vehicle for the Fire Department commonly used where fire trucks are unable to travel. Purchases of life-saving equipment for Fire Departments are eligible expenses, including fire trucks when the Fire Department is located in a low-income census tract. The City of Oxnard's petition was that the vehicle would respond to emergencies, in areas such as agricultural sites or narrow corridors, where a fire truck was incapable of traveling through. HUD's response was that the vehicle was indeed eligible for purchase. However, the Fire Department needed to track the time and location of the vehicle in support of serving low-income neighborhoods, and to ensure there was record of eligible and ineligible uses documented. The Fire Department was not informed of conducting the need for this action and was unable to provide the records needed to comply with HUD's request. It was the Housing Department's understanding, at the time of awarding the activity, that since the entire City of Oxnard is 60% low-income, the census tract documentation would suffice, yet HUD disagreed. Staff recommends that City Council approve the repayment of \$69,343 to close out this finding.

Fire Station Alerting System

The Fire Station Alerting System activity was awarded \$225,000 by City Council in Fiscal Year 2018-19 and includes the installation of an alarm system to four fire stations, all located in low-income neighborhoods. Prior to receiving these improvements, the fire stations did not meet the industry standard. HUD identified this activity as ineligible and considered it a general maintenance of government facilities. The City contested this finding as the activity was providing a facility improvement. However, HUD has reaffirmed their original position. Staff recommends that City Council approve the repayment of \$47,752 to close out this finding.

Fire Station Mobile Data Equipment

This activity included the purchase of computer equipment installed in the fire vehicles that allowed staff to upload medical data directly to the hospitals to expedite life-saving measures for the patients while the patients and emergency responders are in route to the hospital. HUD deemed that this was not life-saving equipment. The City contested that the equipment supported life-saving measures, especially for those with chronic conditions or pose unique barriers to adequate healthcare. HUD has reaffirmed their original position deeming the activity ineligible. Staff recommends that City Council approve the repayment of \$125,000 to close out this finding.

Since HUD's monitoring letter, the Housing Department has diligently worked with HUD to address all findings. On May 9, 2022, Housing Department staff submitted updated Community Development Block Grant Policies and Procedures to HUD for their approval. HUD requested that the policies and procedures be updated to better align the Housing Department's internal systems and federal regulations.

The City of Oxnard sent a subsequent letter to HUD addressing all the remaining findings, including the subject remittance payment. Staff notified HUD of the proposed action before you today, requesting the use of General Funds for the payment remittance. In the same letter, Housing Department staff also requested that HUD not require the remittance payment, and take into consideration the challenges the pandemic imposed on the City of Oxnard.

STRATEGIC PRIORITIES

The Community Development Block Grant program supports both the Economic Development and Quality of Life strategies.

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

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

FINANCIAL IMPACT

The CDBG program is typically self-sustaining. It does not require matching funds, and the program has some administrative funding to support most administrative staff and resources needed to operate the CDBG program. When activities are deemed ineligible in instances such as a monitoring visit, HUD has the option to request repayment of funds.

The fiscal impact for this item, if HUD does not agree to waive the reimbursement, is to increase FY 2021-22 spending in the general fund in the amount of \$369,083.20.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. HUD Monitoring Review Report Letter dated November 26, 2021
2. City Response Letter dated February 8, 2022
3. HUD Monitoring Review Report Letter dated May 2, 2022
4. City Response Letter dated May 9, 2022



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Los Angeles Field Office, Region IX
300 N. Los Angeles Street, Suite 4054
Los Angeles, California 90012

October 21, 2024

Alexander Nguyen, City Manager
City of Oxnard
300 W. Third Street
Oxnard, CA 93030

Dear Mr. Nguyen:

SUBJECT: Fiscal Year 2024 Risk-based Technical Assistance
Opening Findings Response #1
Community Development Block Grant (CDBG) Program
August 12 through August 16, 2024

From August 12 through August 16, 2024, this Office provided a hybrid onsite and remote Risk-based Technical Assistance (RBTA) to your CDBG programs in order to resolve open monitoring findings remaining for HUD's November 26, 2021, Monitoring Report. As detailed in the September 3, 2024, RBTA Summary of Conclusions letter, HUD was able to close six (6) of the open findings based on the corrective actions made by city staff during the RBTA session. For the two (2) remaining open findings, the city was given the option to provide additional supportive documentation within thirty (30) days in order for HUD to review and make a determination on the current status of the open findings.

Status Summary:

In a September 16, 2024, email, the city provided supportive financial documentation to address the voucher associated with Finding #11. As a result, which is detailed below, while this additional documentation did not close the finding, it revised the repayment amount for the specific portion of the finding affecting the city's overall repayment responsibility. This summarizes the status of the FY21 open monitoring findings, inclusive of prior responses and the most recent response provided:

Finding #	Finding	Status
#1	Fair Housing Eligibility	Closed on June 3, 2024
#2	Fire Station Equipment and Vehicles	Open
#3	Citywide Homebuyer Loan Program	Closed on June 3, 2024
#4	Conflict of Interest	Closed on September 3, 2024, based on RBTA
#5	Time and Activity Sheets	Closed on June 3, 2024
#6	Lead-Based Paint	Closed on June 3, 2024
#7	The City's written policies and procedures did not conform to other applicable requirements in 2 CFR part 200	Closed on September 3, 2024, based on RBTA

Finding #	Finding	Status
#8	Documentation was not sufficient to detail the procurement history of sampled procurement transactions.	Closed on April 29, 2022
#9	Procurement Procedures for both Housing Services Programs and the Fire Department Activities.	Closed on September 3, 2024, based on RBTA
#10	The City's Financial Management System does not comply with all criteria identified within the financial standards found within 2 CFR Part 200.	Closed on October 21, 2024
#11	Source documentation did not support all expenditure costs of select vouchers reviewed	Open
#12	The City's record retention and access policy did not comply with 2 CFR part 200 requirements	Closed on September 3, 2024, based on RBTA
#13	The City did not provide written documentation to support an internal control self-assessment nor measures to safeguard protected personally identifiable (PII) information.	Closed on September 3, 2024, based on RBTA
#14	HUD is unable to determine if measures are in place to ensure HUD awards are charged no more than a reasonably proportionate share of costs	Closed on April 29, 2022
#15	The City's equipment records do not comply with all requirements of part 200	Closed on September 3, 2024 based on RBTA
#16	2015 Finding Three: Rental Project Terry's Place	Closed on April 29, 2022
#17	2015 Finding Five: Environmental Review Process	Closed on June 3, 2024
2018 #2	Lead-based Paint Inspection and Interim Measures	Closed on November 26, 2021
2015 #7	(2012 Re-opened Finding): Eligibility and Classification	Closed on November 26, 2021

Enclosed please find the results of our office's review of your most recent response.

Should you need to further discuss the contents of this response, please contact Roy Mata at 213-534-25721 or via email at roy.i.mata@hud.gov.

Sincerely,

**RAYMOND
WEBSTER**

Digitally signed by: RAYMOND WEBSTER
DN: CN = RAYMOND WEBSTER C = US
O = U.S. Government OU = Department of
Housing and Urban Development, Office
of Community Planning and Development
Date: 2024.10.21 17:08:07 -0700

Ray Webster, Acting Program Manager
Office of Community Planning
and Development

HUD Open Findings Review

October 21, 2024

Finding #2: Fire Station Equipment and Vehicles

Corrective Action: To address this deficiency, Oxnard is requested to take the following action(s):

- 1) Remit costs associated with the purchase of the ineligible items noted above back to the 2018 and 2019 CDBG line of credit for the ineligible expenses completed under the following activities:
 - a) Operations Chief Mobile Command (IDIS Activity 2252)
 - b) Fire Station Alerting (IDIS Activity 2312),
 - c) FD-Mobile Data Equipment (IDIS Activity 2319)
- 2) For ALS Program Enhancement (IDIS Activity 2311), submit a breakdown of documented time of eligible as well as ineligible roles associated with the PSV. Based on the information provided, the City is to remit to its CDBG line of credit the costs associated with all service time spent on the ineligible roles.

HUD Response Prior to RBTA: HUD has made the following determination to each of the portions of this Finding as detailed below. Furthermore, in light of the request for complete or partial forgiveness, HUD regrets to inform that City that full or partial forgiveness cannot be granted. We acknowledge the potential economic consequences that the repayment and the Coronavirus pandemic may have imposed on the City. However, it is important to emphasize that the purpose of the monitoring process is to ensure compliance with HUD regulations and address any improper use of funds. The identification of ineligible use of funds necessitates the corrective action of complete reimbursement to the 2018 and 2019 CDBG line of credit.

- 1) **This part of the Finding remains Open.** Based on the City's response that it is preparing the remittance as well as its request for full or partial forgiveness, this part of the Finding remains open until the City provides documentation verifying the full amounts associated with the costs of 1a, 1b, and 1c have been remitted specifically to the 2018 and 2019 CDBG line of credit.

In addition, while the remittance amounts provided by the City for a) Operations Chief Mobile Command in the amount of \$120,000 and Mobile Data Equipment in the amount of \$125,000 are the accurate amounts to be remitted, the \$47,752 amount provided for b) Fire Station Alerting System in the July 1, 2022, response letter is **not** accurate. The appropriate amount for remittance for the fire station alerting system as identified in HUD's November 26, 2021, Monitoring Report is \$225,000. Please make the necessary adjustments to remit the correct amount of \$225,000 associated with b) Fire Station Alerting System to close this part of the Finding.

- 2) **This part of the Finding remains Open.** Based on the City's response that it is preparing the remittance as well as its request for full or partial forgiveness, this part of the Finding remains open until the City provides documentation verifying the full amount of \$69,343.11 for costs associated with Advanced Life Support (ALS) Program Enhancement has been remitted to the CDBG line of credit.

Finding #11: Source documentation did not support all expenditure costs of select vouchers reviewed.

Corrective Action: To address this deficiency, Oxnard is requested to take the following action(s):

- 1) Remit \$5,137.16 from non-federal funds back to the 2019 CDBG line of credit for the ineligible expenses completed under the Community Camera activity.
- 2) For the unsupported costs of \$238,385.41, provide the appropriate source documentation.
- 3) From voucher 6474810, provide appropriate source documentation to support \$423.06 in CDBG expended costs.

The source documentation provided should show the origin of the expense. Remitted funds must come from a non-Federal funding source and be received by HUD within 30 days from receipt of this letter.

HUD Response Prior to RBTA: HUD has made the following determination to each of the parts of this Finding as detailed below. In addition, in response to the City's request for full or partial forgiveness, HUD will not be able to grant full or partial forgiveness. While we understand the economic impact the repayment and Coronavirus pandemic may have on the City, the purpose of the monitoring is to determine compliance with HUD regulations and the ineligible use of funds Finding warrants the corrective action of full remittance to the appropriate CDBG line of credit.

- 1) **This part of the Finding remains open.** The City indicated that it scheduled a request to reimburse funds for the ineligible cost in the amount of \$5,137.16 on the City Council agenda on July 5, 2022. As noted above, full, or partial forgiveness has not been granted. To close this part of the Finding, please proceed with the reimbursement and submit evidence that the reimbursement has been completed.
- 2) **This part of the Finding remains open.** The City indicated that it scheduled a request to reimburse funds for the ineligible cost in the amount of \$1,851.04 on the City Council agenda on July 5, 2022. As noted above, full, or partial forgiveness has not been granted. To close this part of the Finding, please proceed with the reimbursement and submit evidence that the reimbursement has been completed.

- 3) **This part of the Finding remains open.** The initial request in the Corrective Action was for documentation to support the three activities identified under voucher 6410895 (Homeless Shelter Building Improvements, Community Center East Park Improvements, and Enhanced Medical Services Equipment). The documentation initially provided by the City supported expenditures for the Homeless Shelter Building Improvements activity. Oxnard subsequently provided additional documentation for the remaining activities, however, for the Community Center East Park Improvement activity, the additional documentation only supported \$112,267.72, which leaves a remaining unsupported balance of \$7,815.61. To correct this Finding, the City will need to provide documentation to support the \$7,815.61 costs for the Community Center East Park Improvements activity or remit from non-Federal funds back to the CDBG grant of origin.

Outstanding Issues/Areas for Improvement

During the provision of RBTA, the issues referenced above could not be resolved based on the additional documentation provided during and immediately following the RBTA session in order to ensure compliance and strengthen program performance.

Recommendation #1: Finding #2: Remains Open.

Description of Issue: The ineligible costs of \$362,095.73 associated with this Finding will need to be repaid by the City or, otherwise, be part of the total \$376,899.54 requested by the City as a Voluntary Grant Reduction (VGR).

Action Steps: The City is to notify HUD if the costs associated with this Finding along with those in Finding #11 will be repaid or be included in the request for Voluntary Grant Reduction. If the City decides that it will submit a VGR, this request will be submitted after the City makes public its proposal to reduce its grant, in accordance with the consolidated plan regulations at 24 CFR part 91, and after it receives City Council approval.

Recommendation #2: Finding #11 Remains Open: Source documentation did not support all expenditure costs of select vouchers reviewed.

Description of Issue: HUD's 2021 Monitoring Report dated November 29, 2021, determined that source documentation did not support costs for several vouchers reviewed. Prior to the RBTA review, the following \$14,803.81 voucher expenses with insufficient documentation were to be repaid as instructed in the most recent Corrective Action: \$5,137.16, \$1,851.04, and \$7,815.61. While the City confirmed the \$5,137.16 and \$1,851.04 for repayment, staff met with and provided HUD with additional source documentation to resolve the \$7,815.61 portion of the Corrective Action and eliminate this cost from the repayment or VGR total. Based on the review, HUD determined the additional documentation did not support the \$7,815.61 expense to permit this amount be eliminated from the repayment or VGR total and to Close this Finding.

Action Steps: The City will have 30 days from the date of this letter to provide additional documentation for HUD to determine if it is satisfactory in supporting the \$7,815.61 cost. After this time, the City is to notify HUD if the costs associated with this Finding along with those in Finding #2 will be repaid or be included in the request for

Voluntary Grant Reduction. If the City decides that it will submit a VGR, this request will be submitted after the City makes public its proposal to reduce its grant, in accordance with the consolidated plan regulations at 24 CFR part 91, and after it receives City Council approval.

Grantee's Response:

Recommendation #1: Finding #2:

The City acknowledges and confirms the revised repayment amount for Finding #2 as \$362,095.73 as detailed in the Oxnard 2021 CDBG Repayment Amount table below which reports the current repayment total for both Finding #2 and Finding #11.

Recommendation #2: Finding #11

In a September 16, 2024, email, the city provided supportive financial documentation to address the voucher associated with Finding #11. The supportive documentation consisted of payroll distribution history reports for staff associated with the \$7,815.61 expense associated with voucher 6410895 reviewed by HUD during the 2021 monitoring period.

HUD Response: HUD has made the following determination to each of the portions of this Finding as detailed below.

Finding #2

At this time, the City is to notify HUD if the costs associated with this Finding along with those in Finding #11 will be repaid or be included in the request for Voluntary Grant Reduction.

Finding #11

HUD has reviewed the supportive financial documentation submitted in the September 16, 2024 email and has determined the additional information provided supports the questioned costs and this portion of the finding associated solely with the \$7,815.61 voucher for the Community Center East Park Improvements activity is now closed. HUD strongly advises the City to implement internal control procedures that ensure City employees clearly identify in its timesheets the number of hours worked within each funded program, and both employees and supervisors sign off on timesheets certifying the completeness and accuracy. It is strongly advised that the City has in place financial standards aligning with 2 CFR Part 200.302(b) that clearly identifies the source and application of HUD funds. Account records should identify the specific grant award number, grant year, and Assistance Listing (CFDA) title and number. The City's financial management system should allow HUD to easily trace CPD funds receipted and expended for eligible CPD programs.

Based on the current status of open Findings #2 and #11 and HUD's response noted above following the City's submission of additional supportive documentation for Finding #11 on September 16, 2024, the Oxnard 2021 CDBG Repayment Amount has been revised as shown below:

OXNARD 2021 CDBG REPAYMENT AMOUNT		
FINDING	ITEM/ACTIVITY	REPAY AMOUNT
2	Ops Chief Mobile Command (2252)	\$ 120,000.00
2	Fire Station Alerting (2312)	\$ 47,752.52
2	FD Mobile Data Equip (2319)	\$ 125,000.00
2	ALS Program Enhancement	\$ 69,343.21
11	Voucher 6326046	\$ 5,137.16
11	Voucher 6304219	\$ 1,851.04
11	Voucher 6410895	\$ 0.00
	Repayment Total	\$ 369,083.93

NEXT STEPS

The City will have 30 days from the date of this letter to notify HUD if the costs associated with Finding #2 and Finding #11 will be repaid in full or be included in the request for Voluntary Grant Reduction. If the City decides that it will submit a VGR, this request will be submitted after the City makes public its proposal to reduce its grant, in accordance with the consolidated plan regulations at 24 CFR part 91, and after it receives City Council approval.

Remittance Of Community Development Grant Funds

Emilio Ramirez, Director
Housing Department
City Council
December 3, 2024

Community Development Block Grant

2

1. The Community Development Block Grant Program supports community development activities to build stronger and more resilient communities
2. Eligible activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance and acquisition, microenterprise assistance, code enforcement, and homeowner assistance
3. The City of Oxnard average annual allocation is approximately \$2.1M



Ineligible Projects & Remittance

Open findings are based on a determination of ineligible expenses deemed to not be life saving measures where HUD seeks remittance of the funds

1. Program Administration (\$1,851.04)
2. Police Community Cameras (\$5,137.16)
3. Fire Operations Chief Mobile Command (\$120,000)
4. ALS Paramedic Support (\$69,343.21)
5. Fire Station Alerting System (\$47,752.52)
6. Fire Station Mobile Data Equipment (\$125,000)

Amount to be Repaid: \$369,083.93

HUD has agreed to close these findings upon remittance of up to \$369,083.93 back to the City of Oxnard's Community Development Block Grant line of credit with HUD

That the City Council:

1. Authorize the City Manager to remit up to \$369,083.93 to the City of Oxnard's Community Development Block Grant Line of Credit with the United States Department of Housing and Urban Development for ineligible program costs to comply with the 2021 monitoring review requirements;
2. Authorize the City Manager, or designee, to appropriate up to \$369,083.93 from the City's General Fund (101) available fund balance; and
3. Authorize the Finance Department to complete a cash transfer to the United States Treasury to return funds to the City of Oxnard's Line of Credit with the United States Department of Housing and Urban Development.

