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

CITY OF OXNARD CALIFORNIA

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

Meeting Location: Council Chambers, 305 West Third Street

April 1, 2025

Closed Session - 5:00 PM

Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 819 1929 7930
3. Passcode: 420588

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

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

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

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

    a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
    b. Submit an email to **cityclerk@oxnard.org** by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
    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
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: Hendrix ex rel. United States v. J-M Mfg. Co.
   USDC, Central Dist. CA, D.C. No. 5:06-cv-00055-GW-PJW
   Legislative Body: City Council

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

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 the Week of April 6 - 12, 2025 as "Library Week" in the City of Oxnard.

2. SUBJECT: Presentation of a Proclamation Designating the Month of April 2025 as "Arts, Culture and Creativity" in the City of Oxnard.

3. SUBJECT: Presentation of a Proclamation Designating the Month of April 2025 as "Fair Housing Month" in 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.

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.

1. City Clerk Department

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

RECOMMENDATION: That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Tiffany Lopez (D3) and Meaghan Salas (D6);
2. To Cultural Arts Commission: Sandra Diaz (D3) and Elisa Torres (D6);
3. To Parks, Recreation and Community Services Commission: Joe Garcia (D2) and Angela Whitecomb (D4);
4. To Planning Commission: Ronald Arruejo (D4) and Dr. Miguel Lopez (D6);
5. To Senior Services Commission: Gloria Postel (D1), Gloria Massey Chinea (D3) and Linda Calderon (D6); and
6. To Measure O Citizen Oversight Committee: Steven Nash (D1), Noemi Valdes (D2), Ronald Arruejo (D3) and Ruby Durias (D4).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/8AELdGwJu4A

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

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 regular minutes of February 18, March 4 and 18, 2025.

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

2. Fire Department

SUBJECT: Agreement Regarding Field Training for Paramedic Students.

RECOMMENDATION: That the City Council authorize the City Manager to execute a Paramedic/Emergency Medical Technician (EMT) student education agreement (field internship) with the California Firefighter Joint Apprenticeship Committee (Cal-JAC) {A-8579} for a term ending December 31, 2027.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 11, 2025.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

3. Finance Department

SUBJECT: Monthly Investment Report for the Period Ending February 28, 2025.

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

(This item did not originate in Committee.)

Legislative Body: City Council

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

4. Public Works Department

SUBJECT: Agreement 32500335 with Honeywell International, Inc. for Fire Station Alerting System Replacement Project, Specification No. FD 25-17.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of $399,005.52 in Project funds for the Fire Station Alerting System Replacement Project, Specification No. FD 25-17;
2. The Mayor to execute an Agreement with Honeywell International, Inc. in the amount of $319,204.52 for the Project and approve a Project contingency amount of $47,881 (~15%) with Honeywell International, Inc., for a total not to exceed value of $367,085.52 for the Project; and
3. A Project allocation amount of $31,920 (~10%) 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.)

Legislative Body: City Council
Contact: Michael Wolfe, Alexander Hamilton, (805) 385-8055, (805) 385-7700

L. PUBLIC HEARINGS

M. REPORTS

1. Fire Department
SUBJECT: Resolution Acknowledging Receipt of the Fire Chief's Report on State-Mandated Fire Inspections. (15 minutes)
RECOMMENDATION: That the City Council adopt a resolution acknowledging receipt of the report prepared by the Oxnard Fire Department's Fire Chief regarding State-mandated inspections of specified occupancies, as required by Sections 13146.2 and 13146.3 of the California Health and Safety Code.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 11, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/VSUet5Hut-g
Legislative Body: City Council
Contact: Alexander Hamilton, (805) 385-7700

2. Public Works Department
SUBJECT: Public Project Agreement 32500449 with Onyx Paving Company, Inc. for Citywide Neighborhood Street Resurfacing Project- Phase I, Specification No. PW 24-135, in the Cabrillo, Sea Air, El Rio West, Rose Park, Pleasant Valley, and Southwinds Neighborhoods. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $7,207,209.50 in Project funds for the Citywide Neighborhood Street Resurfacing Project Phase I, Specification No. PW 24-135;
2. The Mayor to Execute an Agreement with Onyx Paving Company, Inc. in the amount of $6,006,007.50 for the Project and approve a Project contingency amount of $600,601.00 (~10%) with Onyx Paving Company, Inc. for a total not to exceed value of $6,606,608.50 for the Project;
3. A Project allocation amount of $600,601.00 (~10%) for engineering, inspection, survey and project management for the Project;
4. A total amount of budget appropriations of $215,946 consisting of $127,968 from the Water Operating Fund (601), $87,978 from the Wastewater Operating Fund (611)available fund balances, as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts for this Project (C2209); and
5. An unappropriation of $158,998 from the Road Maintenance and Rehabilitation Account (RMRA) Fund (185), as well as the corresponding Capital Outlay Fund (301) appropriation decrease in the same amount for this Project (C2209).

(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/bV5jw1tZn0U
Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

3. City Attorney Department
SUBJECT: Committee Bylaws Revision. (10 minutes)
RECOMMENDATION: That the City Council adopt a resolution amending the bylaws for City Council committees.

(The Finance and Governance Committee approved 3-0 on March 11, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/EqQq-T7yMhs
Legislative Body: City Council
Contact: Stephen Fischer, (805) 385-7483

N. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

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

DATE: April 1, 2025

TO: City Council

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

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

RECOMMENDATION

That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Tiffany Lopez (D3) and Meaghan Salas (D6);
2. To Cultural Arts Commission: Sandra Diaz (D3) and Elisa Torres (D6);
3. To Parks, Recreation and Community Services Commission: Joe Garcia (D2) and Angela Whitecomb (D4);
4. To Planning Commission: Ronald Arruejo (D4) and Dr. Miguel Lopez (D6);
5. To Senior Services Commission: Gloria Postel (D1), Gloria Massey Chinea (D3) and Linda Calderon (D6); and
6. To Measure O Citizen Oversight Committee: Steven Nash (D1), Noemi Valdes (D2), Ronald Arruejo (D3) and Ruby Durias (D4).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/8AELdGwJu4A

BACKGROUND

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

DISCUSSION

The following are some of the City's CAGs:

1. Community Relations Commission (CRC)
The CRC's powers and duties relate to analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of a person on a basis other than individual merit. The CRC promotes mutual understanding and respect-including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices. The CRC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilman Starr nominates Tiffany Lopez to represent D3 and Councilwoman Perez nominates Meaghan Salas to represent D6, who have passed the City's formal background check procedures.

2. Cultural Arts Commission (CAC)
The CAC's powers and duties related to cultural arts, including public art, in the City. The CAC is composed of seven members, all of whom must reside in the City, be over the age of 18, and have a special knowledge or interest in the arts. For this purpose, Councilman Starr nominates Sandra Diaz to represent D3, and Councilwoman Perez nominates Elisa

Torres to represent D6, who have passed the City's formal background check procedures.

3. Parks, Recreation and Community Services Commission (PRCSC)
The PRCSC is concerned with all matters pertaining to the parks, recreation and community services activities in the City. The PRCSC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Mayor Pro Tem Teran nominates Joe Garcia to represent D2, and Councilwoman Rodriguez nominates Angela Whitecomb to represent D4, who have passed the City's formal background check procedures.

4. Planning Commission
The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned. The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilwoman Rodriguez nominates Ronald Arruejo to represent D4 and Councilwoman Perez nominates Dr. Miguel Lopez to represent D6, who have passed the City's formal background check procedures.

5. Senior Services Commission (SSC)
Per their powers and duties, the SSC analyzes, defines and investigates issues and needs of the senior citizens in the City, develops and recommends solutions for problems affecting senior citizens to the City Council and other appropriate community organizations, and disseminates information and educational materials that will assist in enhancing the quality of life of the senior citizens and treatment of senior citizens. The SSC is composed of seven members, all of whom must reside in the City and have reached their 50th birthday. For this purpose, Councilmember Perello nominates Gloria Postel to represent D1, Councilman Starr nominates Gloria Massey Chinea to represent D3, and Councilwoman Perez nominates Linda Calderon to represent D6, who have passed the City's formal background check procedures.

6. Measure O Citizen Oversight Committee

The Measure O Citizen Oversight Committee is appointed to review the use of Measure O revenues approved by the City Council. The Committee is made up of nine members with one member appointed by the Mayor to represent the City at large, six members appointed by Council District, one member active in a business organization representing the business community located in the City, and one member active in a Neighborhood Council or Neighborhood Association located in the City. Commissioners must reside in the City and be over the age of 18. For this purpose, Councilmember Perello nominates Steven Nash to represent D1, Mayor Pro Tem Teran nominates Noemi Valdes to represent District 2, Councilman Starr nominates Ronald Arruejo to represent District D3, and Councilwoman Rodriguez nominates Ruby Durias to represent D4.

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

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. 04.01.25 Appointment of Members to Serve on the City's CAGs and Boards
2. CAG Appointment Chart for 4.1.25 Council Meeting - Appointments by District

Appointment of Members to Serve on the City's CAGs and Boards

City Council

April 1, 2025

Luly A. López, City Clerk

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Mayor, with the approval of the City Council, make the following appointments:

1. To Community Relations Commission: Tiffany Lopez (D3) and Meaghan Salas (D6);
2. To Cultural Arts Commission: Sandra Diaz (D3) and Elisa Torres (D6);
3. To Parks and Recreation and Community Services Commission: Joe Garcia (D2) and Angela Whitecomb (D4);
4. To Planning Commission: Ronald Arruejo (D4) and Dr. Miguel Lopez (D6);
5. To Senior Services Commission: Gloria Postel (D1), Gloria Massey Chinea (D3) and Linda Calderon (D6); and
6. To Measure O Citizen Oversight Committee: Steven Nash (D1), Noemi Valdes (D2), Ronald Arruejo (D3) and Ruby Durias (D4).

COMMUNITY RELATIONS COMMISSION	
Function	• Analyzing, defining and investigating matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of person on a basis other than individual merit • Promoting mutual understanding and respect--including through educational campaigns--among all residents to discourage or prevent the aforementioned negative practices
Requirements	7 members must reside in City and be over age 18
Nomination	•Councilman Starr nominates Tiffany Lopez (D3); and •Councilwoman Perez nominates Meaghan Salas (D6)

CULTURAL ARTS COMMISSION (CAC)	
Function	The CAC's powers and duties related to cultural arts, including public art, in the City.
Requirements	7 members must reside in City and be over age 18
Nomination	•Councilman Starr nominates Sandra Diaz (D3); and •Councilwoman Perez nominates Elisa Torres (D6)

PARKS AND RECREATION AND COMMUNITY SERVICES COMMISSION	
Function	Focuses on items pertaining to the parks, recreation and community services activities in the City and serves as a liaison between the City Council and the community on such matters.
Requirements	7 members must reside in City and be over age 18
Nomination	•Mayor Pro Tem Teran nominates Joe Garcia (D2); and •Councilwoman Rodriguez nominates Angela Whitecomb (D4)

PLANNING COMMISSION	
Function	• Preparing, reviewing and revising General Plan • Implementing General Plan through various specific plans, zoning and subdivision ordinances • Promoting coordination of local plans and programs with the plans and programs of other public agencies • Annually reviewing City's capital improvement program for consistency with General Plan • Ensuring General Plan conformity for real property acquired/disposed of, public building/structure constructed, or street vacated/abandoned
Requirements	7 members must reside in City and be over age 18
Nomination	•Councilwoman Rodriguez nominates Ronald Arruejo (D4); and •Councilwoman Perez nominates Dr. Miguel Lopez (D6)

SENIOR SERVICES COMMISSION (SSC)	
Function	Analyzes, defines and investigates issues and the needs of the senior citizens in the City
Requirements	• 7 members • Resident of the City • Must have reached their 50th birthday
Nomination	•Councilmember Perello nominates Gloria Postel (D1); •Counciman Starr nominates Gloria Massey Chinea (D3); and •Councilwoman Perez nominates Linda Calderon (D6)

MEASURE O CITIZEN OVERSIGHT COMMITTEE (MOCOC)	
Function	Reviews the use of Measure O revenues approved by the City Council.
Requirements	• 9 members • 6 appointed by District • 1 At-Large • 1 represents Business Community • 1 represents Neighborhood Council or Neighborhood Association • Must reside in the City and be over the age of 18.
Nomination	•Councilmember Perello nominates Steven Nash to represent (D1); •Mayor Pro Tem Teran nominates Noemi Valdes to represent (D2); •Councilman Starr nominates Ronald Arruejo to represent (D3); and •Councilwoman Rodriguez nominates Ruby Durias to represent (D4)

CITY OF OXNARD CALIFORNIA

THE END

Citizen Advisory Group Roster (rev. 03/20/25)

	Mc Arthur (at large)	Perello (D1)	Teran (D2)	Starr (D3)	Rodriguez (D4)	Basua (D5)	Perez (D6)	Applicants
Community Relations Commission (CRC)	Vacant (X/XX/XX - 12/31/28)	Helaine Rochelle Stallion - D1 (2/21/23 - 12/31/26)	Cynthia Gonzalez - D2 (1/17/23 - 12/31/26)	Tiffany Lopez - D1 (04/01/25 - 12/31/28)	Vacant (X/XX/XX - 12/31/28)	Khalilah Durias - D3 (1/3/23 - 12/31/26)	Meaghan Salas - D6 (04/01/25 - 12/31/28)	1. Arthur Leroy Mortell - D1 2. Pardeep Singh - D3 3. Anna Marie Cabrera - D6
Cultural Arts Commission (CAC)	Vacant (X/XX/XX - 12/31/28)	Teodoro Lopez - D1 (2/21/23 - 12/31/26)	Paloma B. Concordia - D2 (06/29/2023 - 12/31/26)	Sandra Diaz - D3 (4/01/25 - 12/31/28)	Vacant (X/XX/XX - 12/31/28)	Vacant (X/XX/XX - 12/31/26)	Elisa Torres - D6 (04/01/25- 12/31/28)	1. Queala Clancy - D1 2. Laura Gallardo-Jimenez - D1 3. Edward Foster Hill - D1 4. Pam Hogarth - D1 5. Ana Maria Van Hoven - D1 6. Brian Douglas Landers - D1 7. Velia V Soto - D1 8. Henry E Villanueva - D1 9. Elaine Alarcon-Totten - D2 10. Heather Schmidt - D3 11. Pardeep Singh - D3 12. Luann Castanoli Rocha - D4 13. Jose Cano - D4 14. Tomas C Dertner - D4 15. Luis Guereca - D4 16. Roger Poirier - D4 17. Jennifer Andrea Alvarez - D5
Measure O Citizen Oversight Committee (+1 seat representing business community and 1 seat representing neighborhood council)	Vacant (X/XX/XX - 12/31/28)	Steven Nash - D1 (04/01/25 - 12/31/28)	Noemi Valdes - D2 (6/21/22 - 12/31/24)	Ronald Arruejo - D3 (04/01/25 - 12/31/28)	Ruby Durias - D4 (04/01/25 - 12/31/28)	Nathan Castillo - D4 (3/29/22 - 12/31/24)	Joe Munoz - D2 (3/2/21 - 12/31/24)	1. Edward Foster Hill - D1 2. Brian Douglas Landers - D1 3. Arthur Leroy Mortell - D1 4. Dan Pinedo - D3 5. Heather Schmidt - D3 6. Ruby Durias - D4 7. Jose Alamillo - D5
Parks and Recreation and Community Services Commission (PRCSC)	Vacant (X/XX/XX - 12/31/28)	Miguel Fernandez - D1 (2/21/23 - 12/31/26)	Joe G. Garcia - D3 (04/01/2025 - 12/31/28)	Abel Velasquez - D3 (XX/XX/XX - 12/31/28)	Angela Whitecomb - D4 (4/01/25 - 12/31/28)	Oscar Hernandez - D5 (3/21/23 - 12/31/26)	Vacant (X/XX/XX - 12/31/28)	1. Lissa Hewitt -D1 2. Edward Foster Hill - D1 3. Ana Maria Van Hoven - D1 4. Rajon Isaiah White - D1 5. Roger Poirier - D4
Planning Commission	Vacant (X/XX/XX - 12/31/28)	Steven Nash - D1 (2/21/23 - 12/31/26)	Vincent Stewart - D2 (1/17/23 - 12/31/26)	John Barrick - D1 (X/X/XX - 12/31/28)	Ronald Arruejo - D3 (04/01/25 - 12/31/28)	James Schuelke - D1 (01/16/24 - 12/31/26)	Miguel Lopez - D1 (04/01/25 - 12/31/28)	1. Edward Foster Hill - D1 2. Ken Oplinger - D1 3. Adrian Cortez - D3 4. Pardeep Singh - D3 5. Jose Alamillo - D5 6. Anna Marie Cabrera - D6 7. Edgar Fraire - D6
Senior Services Commission (SSC)	Vacant (XX/XX/XX - 12/31/28)	Gloria Postel - D1 (04/01/25 - 12/31/26)	Alice Sweetland - D2 (1/17/23 - 12/31/26)	Gloria Massey Chinea - D1 (04/01/25 - 12/31/28)	Vacant (X/XX/XX - 12/31/28)	LaRita Montgomery - D5 (1/3/23 - 12/31/26)	Linda Calderon - D5 (4/01/25- 12/31/28)	1. Brian Douglas Landers - D1 2. Jose Alamillo - D5 3. Anna Marie Cabrera - D6

KEY	
	Already appointed
	Open seat
	Nominated (waiting for background check)
	Submitted for appointment at an upcoming Council meeting
	Term expired in 2024, no application for reappointment

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: April 1, 2025

TO: City Council

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

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the regular minutes of February 18, March 4 and 18, 2025.

BACKGROUND

Approval of minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. City Council minutes of February 18, 2025
2. City Council minutes of March 4, 2025
3. City Council meeting of March 18, 2025

MINUTES
OXNARD CITY COUNCIL
February 18, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:37 p.m., Mayor Luis Mc Arthur presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Gabriela Basua; Luis Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr and Gabriel Teran were present. The City Clerk stated that the agenda was posted on Thursday, February 6, 2025 and the amended agenda was posted on Tuesday, February 11, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received.

Councilman Starr recused himself from C-1 because he is a party to the litigation.

Councilwoman Basua recused herself from C-3 because she has done business with G2K Construction in her capacity at the City of Port Hueneme.

At 4:40 p.m., the City Council recessed into a closed session.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section
54956.9(d)(1))
Name of case: *Moving Oxnard Forward, Inc. and Aaron Starr v. City of Oxnard*
Ventura County Superior Court, Case No. 2023CUWM011768
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section
54956.9(d)(1))
Name of case: *Justin Martinez v. City of Oxnard*
Ventura County Superior Court, Case No. 56-2020-00545134-CU-PO-VTA
Legislative Body: City Council

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code
Section 54956.9(d)(2))
Based on existing facts and circumstances, there is significant exposure to litigation against the City in one
potential case.

Legislative Body: City Council

Stephen Fischer, City Attorney announced that no reportable actions resulted from closed session.

D. OPENING CEREMONIES

At 6:15 p.m. Mayor Luis Mc Arthur presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Gabriela Basua; Luis Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr; and Gabriel Teran were present. The City Clerk stated that the agenda was posted on Thursday, February 6, 2025 and the amended agenda on Tuesday, February 11, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Mayor Mc Arthur announced that Agenda Item Nos. M-2, M-5 and L-1 will be heard following Item H.

Councilman Starr shared that on Monday, February 17th his father passed away.

The meeting opened with the pledge of allegiance to the flag of the United States led by Jimena Lopez, a student at Channel Islands High School, followed by a moment of silence in honor of Mr. Starr's father who passed away.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager; Katie Casey, Deputy City Manager; Stephen Fischer, City Attorney; Michael Wolfe, Public Works Director; Javier Chagoyen-Lázaro, Chief Financial Officer; Terrel Harrison, Cultural & Community Services Director; Renee Rakestraw, Assistant Cultural & Community Services Director; Brenda Lopez, Interim Housing Director; and Lourdes A. López, City Clerk.

E. CEREMONIAL ITEMS

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Isaac Michael Morales; KC Rodriguez, Roy Prince; Pat Brown; Grey Runyon; Dan Pinedo; Eileen Tolteca; Caller 1622; and Caller 4018.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The members of the Council provided brief announcements regarding their various activities and expressed their condolences to Councilman Starr on the passing of his father.

Councilwoman Perez requested an update on her previous request of the undocumented community.

Councilman Starr requested: 1) the progress and updated on the sober living facilities ordinance. 2) status of the million dollar grant for Gabriel's House; 3) defunding sanctuary cities and a target date where staff provide the analysis; 4) update on recent Wastewater Treatment Plant operational/mechanical issue that resulted in an estimated 880,000 gallon discharge of primary effluent into the ocean pipeline; and 5) staff presentation on Information Technology resources and what projects are in the pipeline along with priorities.

The City Manager stated that the City has about $60 million in grant funding in place ($25 million for Housing/$25 million for Public Works/$10 million in Public Safety, Parks, etc. The impacts will affect the City, potentially schools, hospitals, and any grants that are received by non-profit organizations and the Port of Hueneme.

Councilwoman Basua requested: 1) anti-harassment ordinance and a discrimination ordinance that will apply to our Just Cause Tenant Protection; and 2) using temporary union members as temporary labor for the City of Oxnard.

M. REPORTS

2. Cultural & Community Services Department

SUBJECT: Amendment to Extend the Operating Agreement for the Oxnard Performing Arts & Convention Center Auditorium and Meeting Rooms. (10 minutes)
RECOMMEDNATION: That the City Council authorize the Mayor to execute the facility management agreement between the City and Sterling Venue Ventures (A-8209 and (A-8210) for:

1. A five (5) year amendment extension for the operation, maintenance, and management of the Oxnard Performing Arts and Convention Center Auditorium and Meeting Rooms.

Councilwoman Rodriguez stated that she represents District 4 and is recusing herself from discussion on Item M-2 because she owns real property and lives within the 1,000 feet of the Oxnard Performing Arts Center. At 7:13 p.m., Councilwoman Rodriguez left the dais.

Councilwoman Basua, Councilman Starr, Councilwoman Perez, Councilmember Perello, Mayor Pro Tem Teran, and Mayor Mc Arthur had ex-parte communications with Carolyn Mullin, Sterling Venue Ventures representatives and community members.

Public comments were received from: Gabriel Hoffman; Amber Norton; Gary Davis; Gary Blum; Carolyn Mullin; Carol Flores Beck; Christian Ramirez; Patricia Cortex Washington; Manuel Herrera; Strelitzia Gallardo; Victor Valadez; JD Stephanes; Marianne Cothern; Teo Lopez; Elisa Torres; Cindy Mendoza; Christian Aguero Quirino; Tommy Nast; Rosie Cervantes; Rafael Perea de la Cabada; Demithriouz.

RECESS
At 8:15 p.m., the Council recessed and at 8:33 p.m. the City Council reconvened.

Public comments continued:

Myriah Ramos; Robert Auclair; Jack Villa; Veronica Miranda; Steven Auclair; KC Rodriguez; Victoria Aves; Marvin Boos; Juana Martinez; Andy Coli; Dwayne Holland; Evelyn Herrera; Kevin Brannon; Dana Morris; Amy Differ; Myles Canan; Daniel Altamira; Diego Castaneda; Hailey Martinez; Arcelia Martinez; Pam Hooarth; Chuy Leon; Maria Durant; Janice Wise; Sophia Liliana Inez; Lorenzo Castillo; Roger Poirer; Pat Brown; Miguel Fernandez; Angela Whitecomb; Greg Runyon; Maria Elena Saldana Aldana; Luann Rocha; Crystal Pak; Juan Flores; Nicole Taylor; Roxanne Trujillo; Nick Bryden.

At 9:49 p.m., the Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Perez, to continue the meeting past 10:00 p.m. VOTE: Teran, Perez, Basua, Mc Arthur, Perello, and Starr voted in favor; motion passed 6-0-1. Councilwoman Rodriguez was absent.

Terrel Harrison, Cultural & Community Services Director, Katie Casey, Deputy City Manager and Renee Rakestraw, Assistant Cultural & Community Services Director presented and answered questions. Discussion ensued among the Council, staff, Lance Sterling and Dr. Davis.

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve staff's recommendation and direct staff to come back with a side agreement with OPAC. The motion includes staff's modification of section 4.1 "each event in the auditorium and performing arts center rooms Sterling Venue Ventures shall pay 15% of the gross margin for food and beverage less cost of sales for concessions and then the continuation of excluding taxes and gratuities on concessions."

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Perez to amend Councilman's Starr's motion to extend the contract for 5 years to include the language in section 2.1 to indicate that "it is in coordination with, instead of at the sole discretion of," with a requirement of a side letter in six months. Concurrently, both entities to explore the possibility of having separate contracts, but it would not be a contractual obligation.

It was moved by Councilman Starr to call the question on Mayor Pro Tem's motion amendment. Vote: Teran, Perez, Mc Arthur, and Starr voted in favor; motion passed 4-2-1. Councilmembers Perello and Basua voted no. Councilwoman Rodriguez was absent.

It was moved by Councilwoman Basua, seconded by Councilman Starr to amend Mayor Pro Tem's motion amendment to extend the contract for 5 years, both entities to have separate contracts within 1 year, and for staff to return with an update in 6 months. VOTE: Basua, Starr, Teran, Mc Arthur, Perez and Perello voted in favor; the motion passed 6-0-1. Councilmember Rodriguez was absent.

VOTE: Teran, Basua, Mc Arthur, Starr, Perez, and Perello; the motion passed 6-0-1.

At 12:12 a.m. Councilwoman Rodriguez joined the Council at the dais.

RECESS
At 12:13 a.m., the Council recessed and at 12:26 a.m. the City Council reconvened.

2. City Attorney Department
SUBJECT: Implementation of Specific Provisions of the Court of Appeal's Decision Regarding the City Treasurer
RECOMMENDATION: That the City Council:

Approve the first reading by title only and waive further reading of an ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SPECIFIC PROVISIONS OF THE OXNARD CITY CODE TO TRANSFER THE DUTIES RELATING TO THE COLLECTION OF FEES AND TAXES FROM THE CITY TREASURER TO THE POLICE CHIEF, AND MODIFY THE PROCEDURE FOR THE PAYMENT OF DEMANDS, WARRANTS AND CHECKS SO THAT CERTAIN DUTIES HELD BY THE CITY TREASURER ARE TRANSFERRED TO THE ASSISTANT CITY TREASURER

or

Alternatively, although not recommended by City staff, direct staff to return with the necessary proposed ordinance and resolution to reorganize and reinstate the duties of the City Treasurer, so the person in that position will serve as the administrative head of staff now associated with the separate Division of Billing and Licensing and as a department head.

Ken Rozell, Chief Assistant City Attorney and Jennie Kelly, Assistant City Attorney presented and answered questions.

Public comments were received from Michael Walker, Phil Molina, Ray Blattel, Lorenzo Castillo, Manuel Herrera, Doug Partello, Alicia Percell, Greg Runyon, Lauren Bueling, and Larry Stein.

Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez directing staff to return with an item restoring the City Treasurer the staff budget and access he had prior to the actions by the predecessor Council in 2020. VOTE: Starr voted in favor; motion failed 1-6. Basua, Perello, Perez, Rodriguez, Teran, and Mayor Mc Arthur voted no.

It was moved by Councilwoman Basua, seconded by Councilwoman Rodriguez to approve staff's recommended action as presented. VOTE: Basua, Perello, Perez, Rodriguez, Teran, and Mayor Mc Arthur voted in favor; motion passed 6-1. Councilman Starr voted no.

I. REVIEW OF INFORMATION/CONSENT AGENDA

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the regular minutes of January 21, 2025 and February 4, 2025.

2. Public Works Department

SUBJECT: Public Project Agreement 32500403 with Jaynes Brothers Construction, Inc. for Citywide Playground Replacement Project - Ololkoy Beach Park (Rebid), Specification No. PW 25-49R.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of $489,759.00 in Project funds for the Citywide Playground Replacement Project - Ololkoy Beach Park (Rebid), Specification No. PW 25-49R;
2. The Mayor to execute an Agreement with Jaynes Brothers Construction, Inc. in the amount of $408,133.00 and a Project contingency amount of $40,813.00 (~10%) with Jaynes Brothers Construction, Inc. for a total not to exceed value of $448,946.00 for the Project; and
3. A Project allocation amount of $40,813.00 (~10%) for engineering, inspection, survey and project management for the Project.

3. Public Works Department

SUBJECT: Additional Project Contingency Authority to Agreement 32500074 with LDP Associates, Inc. for the Replacement of the City's Data Center Cooling System.

RECOMMENDATION: That the City Council approve and authorize an increase of $50,000 in project contingency authority to an agreement with LDP Associates, Inc. for a new not-to-exceed value of $351,663, for use with the Data Center Cooling System Replacement Project IT 24-134.

4. Public Works Department

SUBJECT: Public Project Agreement 32500393 with CSI Services for Central Park Fountain Renovation Project, Specification No. SD 25-23.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of $723,511.00 in Project funds for the Central Park Fountain Renovation Project, Specification No. SD 25-23;
2. The Mayor to Execute an Agreement with CSI Services in the amount of $602,925.00 for the Project and approve a Project contingency amount of $60,293.00 (~10%) with CSI Services for a total not to exceed value of $663,218.00 for the Project;
3. A Project allocation amount of $60,293.00 (~10%) for engineering, inspection, survey and project management for the Project; and
4. A budget appropriation in the amount of $268,511 from the available fund balance in the Community Facilities District (CFD) 5 Fund (120, sub-fund 6050) to the Central Park Fountain Control Room Renovation Project (C2012) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

5. Public Works Department

SUBJECT: Multiple Agreements for On-Call Geotechnical Engineering/Environmental Material Testing and Inspection Services Professional Engineering Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following four Agreements, each with an initial term of one year, from February 19, 2025, to February 18, 2026, with options for exercising four consecutive one-year period extensions ending February 18, 2030, for on-call professional engineering geotechnical services:

1. Agreement 32500365 with Earth Systems Pacific for a total amount not to exceed $1,000,000;
2. Agreement 32500368 with Twining, Inc. for a total amount not to exceed $1,000,000;
3. Agreement 32500375 with Geocon West, Inc. for a total amount not to exceed $1,000,000; and
4. Agreement 32500379 with Shannon & Wilson, Inc. for a total amount not to exceed $1,000,000.

6. Public Works Department

SUBJECT: Multiple Agreements for On-Call Architectural Design Professional Engineering Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of two years from February 19, 2025, to February 18, 2027, with an option for three consecutive one-year period extensions ending February 18, 2030, for on-call professional engineering services for architectural design:

1. Agreement 32500354 with Black, O'Dowd and Associates, Inc. DBA BOA Architecture for a total amount not to exceed $750,000;
2. Agreement 32500359 with Jeff B. Zook, A Professional Architectural Corporation DBA Coastal Architects for a total amount not to exceed $750,000;
3. Agreement 32500364 with Roesling Nakamura Terada Architects, Inc. for a total amount not to exceed $750,000; and
4. Agreement 32500361 with Wallace Group, A California Corporation for a total amount not to exceed $750,000.

7. Human Resources Department

SUBJECT: A Resolution Adding a CalPERS Medical Plan for NonPERS Elected Officials.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,846** authorizing the City to add a medical plan for NonPERS Elected Officials.

8. Housing Department

SUBJECT: Community Development Block Grant (CDBG) Loan Agreement for Casa Aliento.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,847** authorizing the Housing Director or Designee to execute a $792,999 CDBG Loan Agreement (32500402), and any and all related documents thereto, with Casa Aliento LP for the rehabilitation and conversion of an existing motel into 70 Permanent Supportive Housing Units located at 1245 N. Oxnard Boulevard.

9. Housing Department

SUBJECT: CDBG and In-Lieu Loan Agreement for Dolores Huerta Gardens Apartments, a 58-Unit Affordable Rental Project located at 2161 Etting Road.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,848** authorizing the Housing Director or Designee to execute a $268,074 CDBG Loan Agreement (32500404) and a $631,900 In-Lieu Loan Agreement (32500406), and any and all related documents thereto, with Etting Road LLC for the construction of fifty-eight affordable rental units located at 2161 Etting Road; and

2. Approve and authorize a budget appropriation of $631,900 from the Affordable Housing In-Lieu Fees Fund to support the $631,900 In-Lieu Loan Agreement.

Consent Items K.1 – K.6 and K.9

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

Consent Items K.7

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

Consent Items K.8

It was moved by Councilwoman Rodriguez, seconded by Mayor Pro Tem Teran, to approve the Information/Consent item as presented. VOTE: Rodriguez, Teran, Perez, Starr, Basua, and Perello voted in favor; the motion passed 6-0-1. Mayor Mc Arthur recused himself because he owns property within 1,000 ft. of the project.

L. PUBLIC HEARING

1. Housing Department

SUBJECT: Fiscal Year 2020-2021 Annual Action Plan Amendment - Community Development Block Grant CARES Act. (10 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the fiscal year 2020-2021 Annual Action Plan Amendment;

2. Approve the fiscal year 2020-2021 Annual Action Plan Amendment for the CARES Act reallocations;

3. Authorize the City Manager, and his designees, to incorporate the amended grant allocations into the 2020-2021 Annual Action Plan Amendment for the CARES Act, and allow adjustments within ten percent of the grant allocation or $200,000, whichever is greater;

4. Authorize the City Manager, and his designees, to execute the required documents to

submit the 2020-2021 Annual Action Plan Amendment to the United States Department of Housing and Urban Development; and,

5. Authorize the City Manager, and his designees, to execute all of the agreements necessary for the implementation of the 2020-2021 Annual Action Plan Amendment.

The City Clerk announced the affidavit of publication and stated that no written communications were received.

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

Brenda Lopez, Interim Housing Director presented and answered questions. Discussion ensued among the Council and staff. No public comments were received.

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

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

M. REPORTS

1. Housing Department

SUBJECT: Second Amendment and Extension of the Agreement with the County of Ventura and local hotel operators in support of the Encampment Resolution Funding Program. (10 minutes)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Second Amendment to Agreement No. 32400434 with the County of Ventura for partnership in delivery of encampment response outreach and case management services via the Ventura County Health Care Agency in the amount of $250,000 for a total agreement amount not to exceed $1,558,614.34, and to extend the term of the agreement to August 31, 2025;

2. Authorize the City Manager, or designee, to negotiate and execute agreements with local hotel operators through August 31, 2025 to offer non-congregate shelter.

Brenda Lopez, Interim Housing Director presented and answered questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilmember Perello, seconded by Councilwoman Rodriguez, to approve the recommended action item as presented. VOTE: Perello, Rodriguez, Starr, Basua, Mc Arthur, and Perez voted in favor; the motion passed 6-0-1. Mayor Pro Tem recused himself due to a potential remote conflict of interest arising from professional work he does for the County of Ventura.

3. Finance Department
SUBJECT: FY 2024-25 Mid-Year Budget. (15 minutes)
RECOMMENDATION: That the City Council:

1. Receive an update on the FY 2024-25 revenue and expenditure projections for major funds; and
2. Approve budget amendments to the General Fund (101), Street Maintenance Infrastructure Use Fee Fund (105), Special Districts Fund (120), Transportation Development Act Fund (212), Capital Outlay Fund (301), Developer & Other Deposits Fund (541), Environmental Resources Operating Fund (631), Public Liability and Property Insurance Fund (701), and the Facilities Maintenance Fund (735) as explained in this report.

ACTION: Continued to March 4, 2025.

4. Human Resources Department
SUBJECT: Memorandum of Understanding - Oxnard Public Safety Managers Association. (10 minutes)
RECOMMENDATION: That the City Council of the City of Oxnard adopt a Resolution approving the attached tentative agreement between the City of Oxnard and the Oxnard Public Safety Managers Association (OPSMA) that are proposed to be integrated with the terms of the existing Memorandum of Understanding (MOU) between the City and OPSMA. The integrated document shall be the successor MOU for the term July 1, 2024 through June 30, 2027.

ACTION: Continued to March 4, 2025.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 3:41 a.m.

LOURDES A. LÓPEZ
City Clerk

LUIS MC ARTHUR
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
March 4, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:40 p.m., Mayor Pro Tem Teran presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Gabriela Basua; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr and Gabriel Teran were present. Mayor Luis Mc Arthur was absent. The City Clerk stated that the agenda was posted on Thursday, February 20, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment was received from Hall Dittmer, President & CEO of Wellhead Power Solutions, LLC.

Mayor Pro Tem Teran recused himself from Item C-1 due to a potential conflict through his contract work with the local school districts.

Councilmembers reported their ex parte communications received on Item C-3.

At 4:48 p.m., the City Council recessed into a closed session. At 5:00 p.m., Mayor Mc Arthur was present.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section
54956.8)
Property: A portion of Northwest corner of Cooper Road and Bonita Avenue (APN 201013201)
Agency Negotiator: Michael L. Wolfe, Public Works Director and Hamner, Jewel & Associates
Negotiating Party: Oxnard School District
Under Negotiation: Price and terms of payment
Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section
54956.9(d)(1))
Name of case: *Lucia Aldana, et al. v. City of Oxnard, et al.*
Ventura County Superior Court, Case No. 56-2020-00547139-CU-PO-VTA
Legislative Body: City Council

3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
(Government Code Section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case regarding the Shoals Energy Storage Project (County of Ventura Permit No. PL24-0024).
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

At 6:20 p.m. Mayor Luis Mc Arthur presided and called to order the regular meeting of the Oxnard City Council concurrently with the Oxnard Housing Authority in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Luis Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr; Gabriel Teran and Gabriela Basua were present. The City Clerk stated that the agenda was posted on Thursday, February 20, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Stephen Fischer, City Attorney announced that by a vote of 4-3 with Mayor Mc Arthur, Councilwoman Rodriguez, Councilmember Perello and Mayor Pro Tem Teran voting in favor and Councilman Starr, Councilwoman Basua and Councilwoman Perez voting no; directed the City Attorney to initiate an action to challenge the approval by the Ventura County Planning Commission of a battery storage system project known as the Scholes project proposed by Wellhead Power Solutions, LLC. to be located on agricultural land in the County's jurisdiction south of Gonzales Road approximately one and half mile west of Victoria Avenue.

The meeting opened with the pledge of allegiance to the flag of the United States led by Ricardo Navarro, followed by a moment of silence in honor of Gene Gonzales, a retired Parks Supervisor who passed away.

Staff members present were Alexander Nguyen, City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Michael Wolfe, Public Works Director; Javier Chagoyen-Lázaro, Chief Financial Officer; Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; Steve Naveau, Human Resources Director; Mike More, Human Resources Manager; Brenda Lopez, Interim Housing Director; and Lourdes A. López, City Clerk.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating March 2025 as "Women's History Month."
ACTION: Mayor Mc Arthur read the proclamation and presented to Kathy Morgan with the League of Women Voter, Ventura County who thanked the City Council for the recognition.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Mario A. Riley, Sr. (recent book), Alexis Schmidt (upcoming neighborhood meeting), Adriel Miramontes (women's history month), Ray Blattel

(voting device), and Greg Runyon (various issues).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

Alexander Nguyen, City Manager commented on the recent groundbreaking of the Rice Avenue and Fifth Street/State Route 34 Grade Separation Project funding sources and stated that the project is expected to begin March 2025 and be completed by 2029.

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

RECESS

At 9:28 p.m., the City Council recessed and at 9:35 p.m., the City Council reconvened.

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

Councilman Starr requested that the City consider the merit of subsidizing door cameras in lower income and crime ridden areas in our City. It would be connected with the Police Department and with the consent of the resident so that we can better solve crimes or detect them.

Councilwoman Basua requested a staff report on Ormond Beach decommission.

Councilwoman Perez requested that Council send a unified letter to the State Lands Commission requesting that they hold a meeting in Oxnard regarding Ormond Beach.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. K-2, K-4, K-6, K-8, and K-10 were reviewed and discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Ray Blattel, Philip Molina, Dough Partello, Alicia Percell, Greg Runyon, Manuel Herrera, and Deirdre Frank on Item K-2.

K. INFORMATION/CONSENT AGENDA

2. City Attorney Department
SUBJECT: Adoption of Ordinance Implementing Specific Provisions of the Court of Appeal's Decision Regarding the City Treasurer
RECOMMENDATION: That the City Council adopt **Ordinance No. 3052** titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SPECIFIC PROVISIONS OF THE OXNARD CITY CODE TO TRANSFER THE DUTIES RELATING TO THE COLLECTION OF FEES AND TAXES FROM THE CITY TREASURER TO THE POLICE CHIEF, AND MODIFY THE PROCEDURE FOR THE PAYMENT OF DEMANDS, WARRANTS AND CHECKS SO THAT CERTAIN DUTIES HELD BY THE CITY TREASURER ARE

TRANSFERRED TO THE ASSISTANT CITY TREASURER.

3. Finance Department
SUBJECT: Monthly Investment Report as of January 31, 2025.
RECOMMENDATION: This is an information item for the City Council to receive and file.

4. Housing Department
SUBJECT: Mobile Home Park Rent Stabilization System Annual Activity Report for 2024.
RECOMMENDATION: That the City Council receive and file the 2024 Annual Activity Report for the Mobile Home Park Rent Stabilization System, as adopted by the Mobile Home Park Rent Review Board.

6. Police Department
SUBJECT: Federal and State Asset Forfeiture Funds
RECOMMENDATION: That the City Council approve a budget appropriation in the amount of $162,000 for the use of Federal (Fund 191 - $95,000) and State (Fund 192 - $67,000) Asset Forfeiture Funds allocated to the City of Oxnard's Police Department.

7. Public Works Department
SUBJECT: Public Project Agreement 32500418 with R.E. Schultz Construction, Inc. for Citywide Playground Replacement Project – Del Sol Park, Specification No. PW 25-16.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $262,248.00 in Project funds for the Citywide Playground Replacement Project – Del Sol Park, Specification No. PW 25-16;
2. The Mayor to Execute an Agreement with R.E. Schultz Construction, Inc. in the amount of $218,540.00 and a Project contingency amount of $21,854.00 (10%) with R.E. Schultz Construction, Inc. for a total not to exceed value of $240,394.00 for the Project; and
3. A Project allocation amount of $21,854 (10%) for engineering, inspection, survey and project management for the Project.

8. Public Works Department
SUBJECT: Purchase Order with Municipal Maintenance Equipment for VAC-CON for Wastewater Division.
RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute a Purchase Order with Municipal Maintenance Equipment (MME) in the amount not to exceed $779,155.72 for the purchase of a VAC-CON sewer cleaning vehicle mounted on a Freightliner 114SD truck chassis for the Wastewater Division.

9. Public Works Department
SUBJECT: Second Amendment to Agreement 32300154 with Auto Body International

for Light and Medium Duty Paint and Body
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to an Agreement with Auto Body International in the amount of $450,000 for a new total amount not to exceed $825,000 for paint and autobody repairs for City vehicles.

10. Public Works Department
SUBJECT: Agreement 32500401 with Blackpointe Group Construction & Management, Inc. for Catch Basin Cleaning Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Blackpointe Group Construction & Management, Inc. (Blackpointe) for an initial term of one year from March 5, 2025, to March 4, 2026, with the option for four consecutive one-year period extensions ending March 4, 2030, for a total contract amount not to exceed $1,750,000 for catch basin cleaning services.

11. Public Works Department
SUBJECT: Second Amendment to Agreement 32400156 with Roesling Nakamura Terada Architects, Inc. for Architecture and Engineering Services for the Wastewater Division New Maintenance Building Project PW 22-36.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to an Agreement with Roesling Nakamura Terada Architects, Inc. (RNT) in the amount of $100,000 for a new not to exceed value of $1,100,000 for additional design work required for the New Wastewater Maintenance Building PW 22-36.

Consent Items K.1, K-3, K-5, K-7, K-9 and K-11
It was moved by Councilmember Perello, seconded by Councilwoman Rodriguez, to approve the Information/Consent item as presented. VOTE: Perello, Rodriguez, Basua, Mc Arthur, Perez, Starr, and Teran voted in favor; the motion passed 7-0.

HOUSING AUTHORITY
At 7:38 p.m., the joint meeting with the Housing Authority concluded.

Consent Items K.2
It was moved by Councilmember Perello, seconded by Councilwoman Perez, to approve the Information/Consent item as presented. VOTE: Perello, Perez, Rodriguez, Teran, Basua, and Mc Arthur voted in favor; the motion passed 6-1 with Councilman Starr voting no.

Consent Items K.4
It was moved by Councilmember Perello, seconded by Councilwoman Rodriguez, to approve the Information/Consent item as presented. VOTE: Perello, Rodriguez, Mc Arthur, Perez, Starr, Basua, and Teran voted in favor; the motion passed 7-0.

Consent Items K.6
It was moved by Councilmember Perello, seconded by Mayor Mc Arthur, to approve the Information/Consent item as presented. VOTE: Perello, Mc Arthur, Rodriguez, Starr,

Teran, Basua, and Perez voted in favor; the motion passed 7-0.

Consent Items K.8
It was moved by Councilmember Perello, seconded by Mayor Pro Tem Teran, to approve the Information/Consent item as presented. VOTE: Perello, Teran, Starr, Basua, Mc Arthur, Perez, and Rodriguez voted in favor; the motion passed 7-0.

Consent Items K.10
It was moved by Councilmember Perello, seconded by Councilwoman Rodriguez, to approve the Information/Consent item as presented. VOTE: Perello, Rodriguez, Basua, Mc Arthur, Perez, Starr, and Teran voted in favor; the motion passed 7-0.

L. REPORTS

1. Public Works Department
SUBJECT: Annual Enterprise Pavement Impact Cost Reimbursement Study. (10 minutes)
RECOMMENDATION: That the City Council receive and file the Annual Enterprise Pavement Impact Cost Reimbursement Study.

(Public Works and Transportation Committee approved 3-0 on February 11, 2025.)

Michael Wolfe, Public Works Director, Michelle Mc Carron, Assistant City Attorney and Eric Helgerson, principal with Bartell Wells Associates presented and answered questions.

Public comment was received from Alicia Percell. Discussion ensued among the Council and staff.

The presentation was received and filed; no formal action was taken.

2. Finance Department
SUBJECT: FY 2024-25 Mid-Year Budget. (15 minutes)
RECOMMENDATION: That the City Council:

1. Receive an update on the FY 2024-25 revenue and expenditure projections for major funds; and
2. Approve budget amendments to the General Fund (101), Street Maintenance Infrastructure Use Fee Fund (105), Special Districts Fund (120), Transportation Development Act Fund (212), Capital Outlay Fund (301), Developer & Other Deposits Fund (541), Environmental Resources Operating Fund (631), Public Liability and Property Insurance Fund (701), and the Facilities Maintenance Fund (735) as explained in this report.

(This item did not originate in Committee)

Javier Chagoyen-Lázaro, Chief Financial Director and Mike More, Human Resources

Manager presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Mayor Pro Tem Teran, to approve budget amendments for funds 101, 120, 212, 301, 541, 701 and 735. VOTE: Starr, Teran, Perez, Rodriguez, Basua, Mc Arthur and Perello, voted in favor; the motion passed 7-0.

It was moved by Councilman Starr, seconded by Mayor Pro Tem Teran, to approve budget amendments for funds 105 and 631. VOTE: Teran, Perez, Rodriguez, Basua Mc Arthur and Perello, voted in favor; the motion passed 6-1 with Councilman Starr voting no.

3. Human Resources Department
SUBJECT: Memorandum of Understanding - Oxnard Public Safety Managers Association. (10 minutes)
RECOMMENDATION: That the City Council of the City of Oxnard adopt **Resolution No. 15,849** approving the attached tentative agreement between the City of Oxnard and the Oxnard Public Safety Managers Association (OPSMA) that are proposed to be integrated with the terms of the existing Memorandum of Understanding (MOU) between the City and OPSMA. The integrated document shall be the successor MOU for the term July 1, 2024 through June 30, 2027.

(This item did not originate in Committee)

Steve Naveau, Human Resources Director, Jason Benites and Alexander Hamilton, Fire Chief presented and answered questions. Public comment was received from Ray Blattel. Discussion ensued among the Council and staff.

At 9:52 p.m., the Council voted to continue the meeting past 10:00 p.m, and take action on the remainder of the items on the agenda.

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

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

4. Public Works Department
SUBJECT: Grant Application to the Outdoor Recreation Legacy Partnership Grant Program for the Durley Park Improvement Project. (10 minutes)
RECOMMENDATION: That the City Council approve and authorize the:

1. Submission of a grant application to the Outdoor Recreation Legacy Partnership Grant Program in an amount not to exceed $6,000,000, with a 1:1 match requirement

that is currently funded by a state grant, for the Durley Park Improvement Project (Project C2333);
2. City Manager, or designee, to execute the grant agreements;
3. Finance Director, or designee, to submit financial reports, grant claims, and approve budget appropriations for the use of grant funds; and
4. Public Works Director, or designee, to submit non-financial reports.

(This item did not originate in Committee as it is for 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 presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

5. Public Works Department
SUBJECT: Public Project Agreement 32500373 with Toro Enterprises, Inc. for Bicycle and Pedestrian Facilities Northeast Communities and Cloyne Street Project, Specification No. PW 24-53, Federal Project No. CML-5129(086). (10 minutes)
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $1,974,588.25 in Project funds for the Bicycle and Pedestrian Facilities Northeast Communities and Cloyne Street Project, Specification No. PW 24-53, Federal Project No. CML-5129(086);
2. The Mayor to execute an Agreement with Toro Enterprises, Inc. in the amount of $1,645,490.25 for the Project and approve a Project contingency amount of $164,549, (approximately 10%) with Toro Enterprises, Inc. for a total not-to-exceed value of $1,810,039.25 for the Project;
3. A Project allocation amount of $164,549 (approximately 10%) for engineering, inspection, survey and project management for the Project; and
4. A total amount of budget appropriations of $1,020,244.31 consisting of $627,906.42 from the Circulation System Improvement Fee Fund (Fund 350, Subfund 8040) available fund balance for the Northeast Communities Project C1302, and $392,337.89 from the Mobility Fee Fund (Fund 350, Subfund 8055) available fund balance for the Cloyne Street Project C1601 as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts.

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

Michael Wolfe, Public Works Director presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

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

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 10:50 p.m.

_____	_____
LOURDES A. LÓPEZ	LUIS MC ARTHUR
City Clerk	Mayor

MINUTES
OXNARD CITY COUNCIL
March 18, 2025

A. ROLL CALL, POSTING OF AGENDA

At 6:03 p.m. Mayor Luis Mc Arthur presided and called to order the regular meeting of the Oxnard City Council concurrently with the Oxnard Housing Authority in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk stated that the agenda was posted on Thursday, March 6, 2025 and the amended agenda on March 12, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website. Councilmembers Gabriela Basua, Luis Mc Arthur; Bert E. Perello; Michaela Perez; Aaron Starr; and Gabriel Teran were present.

Councilwoman Gabriela Rodriguez attended the meeting remotely from the Double Tree by Hilton Washington DC- Crystal City, 300 Army Navy Drive, Arlington, VA 22202-2891 US.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Ken Rozell, Chief Assistant City Attorney; Elle McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Javier Chagoyen-Lázaro, Chief Financial Officer; Brenda Lopez, Interim Housing Director; Jeff Pengilley, Community Development Director; Kathleen Mallory, Planning and Sustainability Manager; Jennifer Yates, Purchasing Manager and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States led by Brooke Donlon, a student at Oxnard High School.

D. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of March 2025 as "American Red Cross."

   Mayor Mc Arthur read the proclamation and presented it to Noah Tyler Tabbay who thanked the City Council for the recognition.

2. SUBJECT: Presentation of a Proclamation Designating March 31, 2025 as "Cesar E. Chavez Day."

   Mayor Mc Arthur read the proclamation and presented it to Javier Gomez, Maripas

Jacobo, and Miguel Rodriguez who thanked the City Council for the recognition.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Mario Riley, Sr. (Councilman Starr); Isaac Morales (various issues); Pascual Amador (road safety); Theresa Clemen (parking issues); Arlene Carter (Post Office and homelessness); Pat Brown (various issues); Diego Magaña (mininature program); Greg Runyon (City Treasurer); and Doug Partello (311).

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

Alexander Nguyen, City Manager commented on upcoming virtual townhall meeting regarding the Teal Club Development.

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

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

Councilman Starr commented about the yellow blinking left arrow turn traffic signal at the corner of Camino Del Sol and Rice Avenue. He asked staff about the possibility of this type of traffic signal being installed at other intersections throughout the City.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Item No. J-2 was reviewed and discussed among the Council and staff. Phillip Molina, City Treasurer provided comments.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received

J. INFORMATION/CONSENT AGENDA

1. Finance Department
SUBJECT: Sales Tax Contract Addendum For Sales Tax Audit Services Payment.
RECOMMENDATION: That the City Council:

1. Approve Addendum to Agreement No. 7748-17-FN between the City of Oxnard and Hinderliter, de Llamas and Associates (HdL Coren & Cone); and
2. Approve budget appropriation in the General Fund (101) in the amount of $64,155.00 to sales tax audit services.

2. Finance Department
SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances for the Months of August through December 2024 and January 2025.

RECOMMENDATION: That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the months of August through December 2024 and January 2025.

(This item did not originate in Committee.)

Consent Item J.1
It was moved by Councilman Starr, seconded by Mayor Pro Tem Teran, to approve the Information/Consent item as presented. VOTE: Basua, Perello, Perez, Rodriguez, Starr, Teran and Mc Arthur voted in favor; the motion passed 7-0.

K. PUBLIC HEARINGS

L. REPORTS

1. Finance Department
SUBJECT: FY 2023-24 Annual Comprehensive Financial Report and Summary Presentation. (10 minutes)
RECOMMENDATION: That City Council ratify and approve the Fiscal Year 2023-24 Annual Comprehensive Financial Report (ACFR) and Fiscal Year 2023-24 Warrants Register in the Form of that ACFR.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee.)
Javier Chagoyen-Lázaro, Chief Financial Officer introduced Brandon Ferrell of Eadie & Payne LLP, who gave a report. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilwoman Rodriguez, to ratify and approve the Fiscal Year 2023-24 Annual Comprehensive Financial Report (ACFR) as presented. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Mc Arthur and Perello voted in favor; the motion passed 7-0.

It was moved by Councilwoman Rodriguez, seconded by Councilmember Perello, to approve the Fiscal Year 2023-24 Warrants Register in the Form of that ACFR as presented. VOTE: Basua, Perello, Perez, Rodriguez, Teran and Mc Arthur voted in favor; the motion passed 6-1 with Councilman Starr voting no.

2. Community Development Department
SUBJECT: City of Oxnard 2024 General Plan Annual Progress Report. (10 minutes)
RECOMMENDATION: That the Oxnard City Council receive and file the City of Oxnard 2024 General Plan and Housing Element Annual Progress Report.

(This item did not originate in Committee.)
Jeff Pengilley, Community Development Director and Kathleen Mallory, Planning and Sustainability Manager presented and answered questions.

No public comment was received. Discussion ensued among the Council and staff.

The presentation was received and filed; no formal action was taken.

3. City Attorney Department
SUBJECT: Ordinance Amending the City's Purchasing System (City Code Chapter 4). (10 minutes)
RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3053** titled:

"AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA REPEALING AND REPLACING CHAPTER 4, ARTICLES I THROUGH VI OF THE OXNARD CITY CODE FOR PURCHASING, CONTRACTING AND PUBLIC PROJECTS."

(The Finance and Governance Committee approved 3-0 on February 25, 2025.)
Michelle McCarron, Assistant City Attorney and Jennifer Yates, Purchasing Manager presented and answered questions.

No public comment was received. Discussion ensued among the Council and staff.

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

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 9:30 p.m.

_____
LOURDES A. LÓPEZ
City Clerk

_____
LUIS MC ARTHUR
Mayor

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: April 1, 2025

TO: City Council

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

SUBJECT: Agreement Regarding Field Training for Paramedic Students.

RECOMMENDATION

That the City Council authorize the City Manager to execute a Paramedic/Emergency Medical Technician (EMT) student education agreement (field internship) with the California Firefighter Joint Apprenticeship Committee (Cal-JAC) {A-8579} for a term ending December 31, 2027.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 11, 2025.)

BACKGROUND

Under California Code of Regulations Title 22, Section 1000092.06, the Paramedic internship consists of no less than 480 hours by a state-certified Paramedic preceptor. During field internship, students remain under the oversight of the school and under the medical direction of both the school and local EMS agency medical directors as directed by local regulations and state statutes. California Code of Regulations Title 22, Section 1000092.05 defines the regulatory requirements for the internship sites of students attending any California paramedic school. This section stipulates that:

> *"An approved paramedic training program shall enter into a written agreement with a paramedic service provider(s) that provide field internship services to students. This agreement shall include provisions to ensure compliance with this Chapter."*

DISCUSSION

Paramedic training is the gold standard in pre-hospital care for field first responders and ambulance personnel. This training is accomplished through a combination of trade schools, local community colleges and universities, which provide a vital educational opportunity to local residents. One required portion of the paramedic educational experience is the field internship. To support these students, the department seeks to create such an agreement with the California Firefighter Joint Apprenticeship Committee (Cal-JAC). Through this agreement, the Fire Department has the ability and the field training personnel to host and train paramedic students as they complete their final capstone internships.

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

Training Officers receive a five percent add pay for shifts where they serve as Field Training Officers. The city will pay approximately $800 in training officer pay to complete the 480 hours of field instruction for each student. Local agencies are encouraged to support training people in emergency medical response, and this low cost provides the Oxnard Fire

Department the opportunity to collaborate and support other agency partners in the training of paramedic students. Funding is available in the Fire Department's FY2024-25 General Fund operating budget and will be included in the recommended budget of each fiscal year through the term of the agreement.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 11, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Hamilton, Fire Chief, Jaime Villa, EMS Coordinator, Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS

1. Insurance Requirements
2. Field Internship Agreement
3. Presentation

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

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

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

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

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

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER	**CANCELLATION**
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/23

INS-A.doc

AGREEMENT RE: FIELD TRAINING FOR PARAMEDIC STUDENTS

This Agreement is made as of November 1, 2024, by and between Oxnard Fire Department, and California Firefighter Joint Apprenticeship Committee (Cal-JAC).

RECITALS

WHEREAS, Oxnard Fire Department is a provider of emergency medical services within the City of Oxnard; and

WHEREAS, Cal-JAC provides instruction to students desiring to become licensed as paramedics; and

WHEREAS, Cal-JAC's students must serve a minimum 480-hour field internship to complete their course of instruction; and

WHEREAS, Oxnard Fire Department is able to provide field internships for the Cal-JAC's students; and

WHEREAS, California Health and Safety Code Section 1799.100 provides that:

> *In order to encourage local agencies and other organizations to train people in emergency medical services, no local agency, entity of state or local government, private business or nonprofit organization included on the statewide registry that voluntarily and without exception and receipt of compensation donates services, goods, labor, equipment, resources, or dispensaries or other facilities, in compliance with Section 8588.2 of the Government Code, or other public or private organization which sponsors, authorizes, supports, finances, or supervises the training of people, or certifies those people, excluding physicians and surgeons, registered nurses, and licensed vocational nurses, as defined, in emergency medical services, shall be liable for any civil damages alleged to result from those training programs.*

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Oxnard Fire Department shall provide no fewer than 480 hours of supervised field experience in its field settings for Cal-JAC's students for instructional purposes. Total number of hours needed to complete will be determined by Preceptor and Cal-JAC. Students are required to begin their field internship within 90 days of completing their hospital clinical training. Students under this program are in attendance with Oxnard Fire Department for educational purposes

and are not permanent or probationary employees of either Cal-JAC or Oxnard Fire Department for any purpose. Additionally, the assignment of a student to a field preceptor shall be limited to duties associated with the students training program. Students are not entitled to compensation for services, employee welfare and pension benefits, or workers' compensation benefits from Oxnard Fire Department.

2. The days and hours of field experience shall be mutually agreed upon by Cal-JAC and Oxnard Fire Department. In each field setting, an Oxnard Fire Department employee shall be a designated Preceptor to supervise all aspects of care performed by students. Each student shall have a minimum or 40 documented ALS patient contacts during the field internship. ALS patient contacts shall be defined as student performance of one of more ALS skills on a patient, except cardiac monitoring and CPR.

3. Preceptors assigned by Oxnard Fire Department must be a paramedic in good standing with the County of Ventura Emergency Medical Services Agency for a minimum of two years. Preceptors will provide hands-on education to students appropriate for adult learning. Preceptor training will be provided by Cal-JAC.

4. Cal-JAC certifies that students placed with Oxnard Fire Department will have successfully completed a minimum of 454 hours of didactic instruction and skills laboratories as they apply to the Paramedic level of instruction, as well as instruction in hazardous materials, infectious disease control (blood borne pathogens), as specified by OSHA for pre-hospital care providers, which include asepsis and aseptic techniques. In addition, the students will have successfully completed a minimum of 160 hours of clinical training at a partner Emergency Department. Cal-JAC shall provide a written policy and procedure for students in the event of field training injury or communicable disease exposure.

5. Cal-JAC certifies that it will have on record for all students placed with Oxnard Fire Department proof of prior immunization for measles, mumps, rubella, polio, Hepatitis B, diphtheria, covid and tuberculosis testing.

6. Students shall be subject to all rules and regulations applicable to Oxnard Fire Department's emergency medical services staff.

7. Cal-JAC at its sole cost and expense, shall insure or self-insure its activities in connection with Insurance Exhibit INS-A

Cal-JAC shall obtain, keep in force and maintain insurance or self-insure as follows:

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.

Cal-JAC shall provide a certificate of insurance, naming Oxnard Fire Department, its officers, employees, agents, and volunteers as Additional Insured, and requiring notification to Oxnard Fire Department at least thirty days in advance of any material modification or cancellation of coverage.

8. Cal-JAC hereby agrees to indemnify, defend, and hold harmless Oxnard Fire Department, its officers, employees, agents, contractors (other than Cal-JAC itself) and volunteers, and each of them, from and against any and all claims, actions, damages, costs, liability, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or cost reasonably incurred by Oxnard Fire Department's staff attorney or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively "liabilities"), to which any or all of them may be subjected as a direct or indirect result of Oxnard Fire Department's provision of field experience to students under this agreement, whether or not the liabilities are litigated, settled, or reduced to judgment. Cal-JAC shall, upon Oxnard Fire Department's request, defend at Cal-JAC's sole cost any action, claim or suit which asserts or alleges any such liabilities, whether well founded or not and whether or not such action, claim or suit also asserts or alleges negligent or wrongful conduct by Oxnard Fire Department, its officer, employees, agents or volunteers.
9. Transportation to and from Oxnard Fire Department work sites shall be the responsibility of the student.

10. It is agreed and understood that the parties to this agreement are independent contractors.

11. The term of this agreement shall commence on and will expire on December 31, 2027. To terminate this contract with or without cause by either party a 30- day written notice of termination must be provided to the other party at any time.

12. This agreement represents the entire agreement between the parties. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of

this agreement not expressly set forth in this agreement, are of no force and effect. This agreement may be modified only by a written amendment signed by both parties.

13. Each party to this agreement, for itself, its subcontractors, assignees and successors in interest, agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, disability, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status, or citizenship.

City of Oxnard

By_____
Alexander Nguyen
City Manager

Cal-JAC

By_____
Yvonne de la Peña
Executive Director

California Firefighter Joint Apprenticeship Committee Agreement (Paramedic/Emergency Medical Technician Field Internship)

Alex Hamilton, Fire Chief

CITY OF OXNARD CALIFORNIA

Recommendation

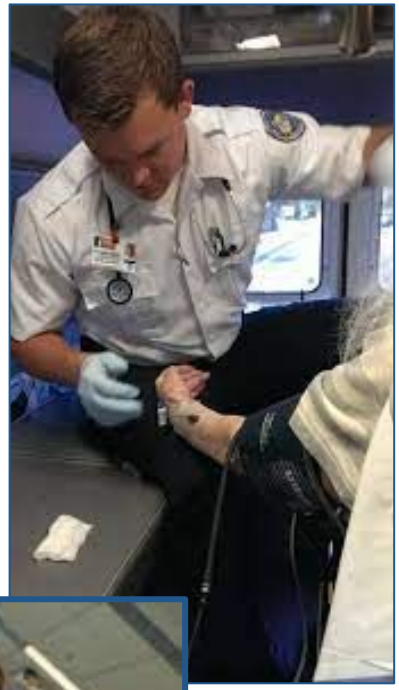
The Community Services, Public Safety, Housing & Development Committee recommends that the City Council authorize the City Manager to enter into a Paramedic/Emergency Medical Technician (EMT) student education agreement (field internship) with the California Firefighter Joint Apprenticeship Committee (Cal-JAC) for a term ending December 31, 2027.

Title 22, Division 9, Chapter 4 sec 100153 of the California Health and Safety Code defines the regulatory requirements for the internship sites of students attending any California paramedic school. This section stipulates that

"Approved paramedic training program shall enter into a written agreement with a paramedic service provider(s) to provide for field internship, as well as for a field preceptor(s) to directly supervise, instruct, and evaluate the students. The assignment of a student to a field preceptor shall be a collaborative effort between the training program and the provider agency."

To support these local students, the department seeks to create such an agreement with the California Firefighter Joint Apprenticeship Committee (Cal-JAC) for a term ending December 31, 2027.

Paramedic training is the gold standard in pre-hospital care for field first responders and ambulance personnel.



Adequate training sites with the requisite call volumes and 911 experience are difficult to source.

Discussion

This agreement directly supports local students seeking careers in Public Safety.

Internships also provide recruitment opportunities for local talent.

Financial Impact

- Training Officers receive a 5% add pay for shifts where they serve as Field Training Officers. The city will pay approximately $800 in Training Officer pay to complete the 480 hours of field instruction for each student.

- Local agencies are encouraged to support training people in emergency medical response, and this low cost provides the Oxnard Fire Department the opportunity to collaborate and support other agency partners in the training of paramedic students.

- Funding is available in the Fire Department's FY 2024-25 General Fund operating budget and will be included in the recommended budget of each fiscal year through the term of the agreement

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: April 1, 2025

TO: City Council

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

SUBJECT: Monthly Investment Report for the Period Ending February 28, 2025.

RECOMMENDATION

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

(This item did not originate in Committee.)

BACKGROUND

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

DISCUSSION:

The City's total cash and investment position as of February 28, 2025 was $484.6 million, with $16.5 million in cash accounts and $468.1 million in investments, as summarized in the table below.

Cash and Investment Position	February-2025
Cash	
Bank of America General Account	$ 9,238,378.95
Bank of America Successor Agency Account	6,771,693.06
Bank of America Citations Account	455,022.79
Bank of America Golf Course Account	-
Total Cash	**16,465,094.80**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	51,164,861.60
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	999,191.00
Medium Term Notes *	28,526,749.48
U.S. Treasury Notes *	9,962,658.54
U.S. Government Sponsored Entities *	302,482,613.00
Total Investments	**468,136,073.62**
Total Cash and Investments	**$ 484,601,168.42**

* Market Value

Statutory Compliance

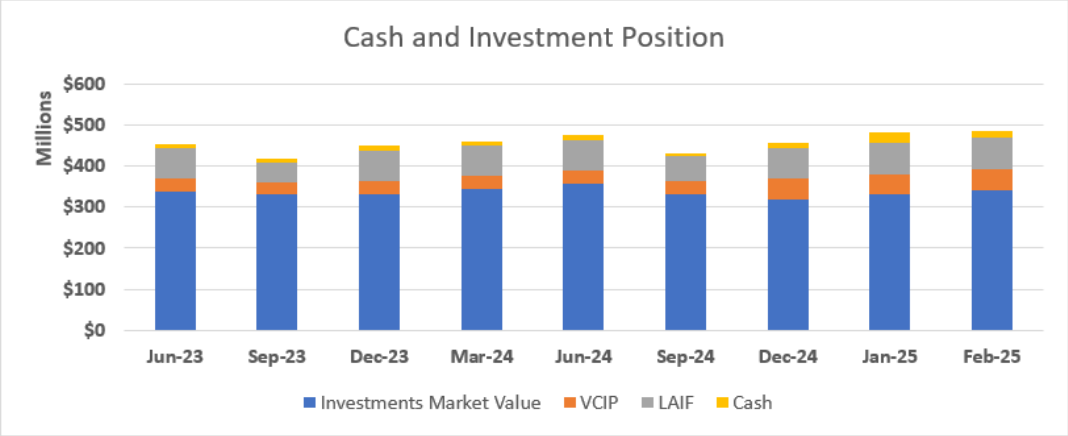
All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio as of February 28, 2025 by authorized investment and duration for a total portfolio amount of $468.1 million.

Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$ 75.00	$ -	$ -	**$75.0**	4.33%	16.02%
VCIP	n/a	51.2	-	-	**51.2**	4.53%	10.93%
Federal Agencies	n/a	82.3	201.2	19.0	**302.5**	2.67%	64.61%
Medium Term Notes	30%	12.2	16.3	-	**28.5**	1.57%	6.09%
Supranational	20%	1.0	-	-	**1.0**	0.53%	0.21%
Treasuries	n/a	4.9	5.0	-	**10.0**	4.10%	2.13%
Total Investment		**$226.7**	**$222.5**	**$19.0**	**$468.1**	**3.09%**	**100%**

*Total may not add due to rounding

Portfolio Trends

The cash and investment position, as of February, 2025, increased by $3.6 million compared with the prior month, mainly driven by regular City operations. The trend for the cash and investment position is represented in the following chart.



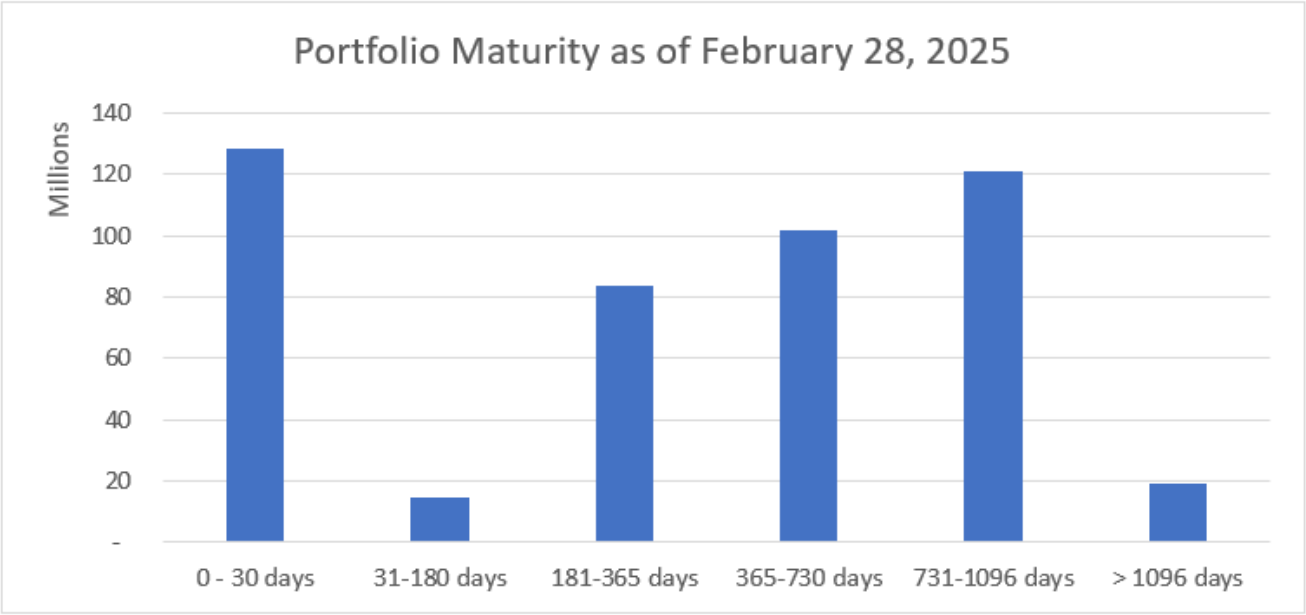
The California Government Code and the City's investment policy define the eligible investments that the City can purchase to allocate surplus funds. The table below summarizes the City's investment portfolio by investment type. The individual investments included under each investment type are included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

CITY OF OXNARD CALIFORNIA

City of Oxnard
Portfolio Summary Statistics
Sorted by Fund
February 28, 2025

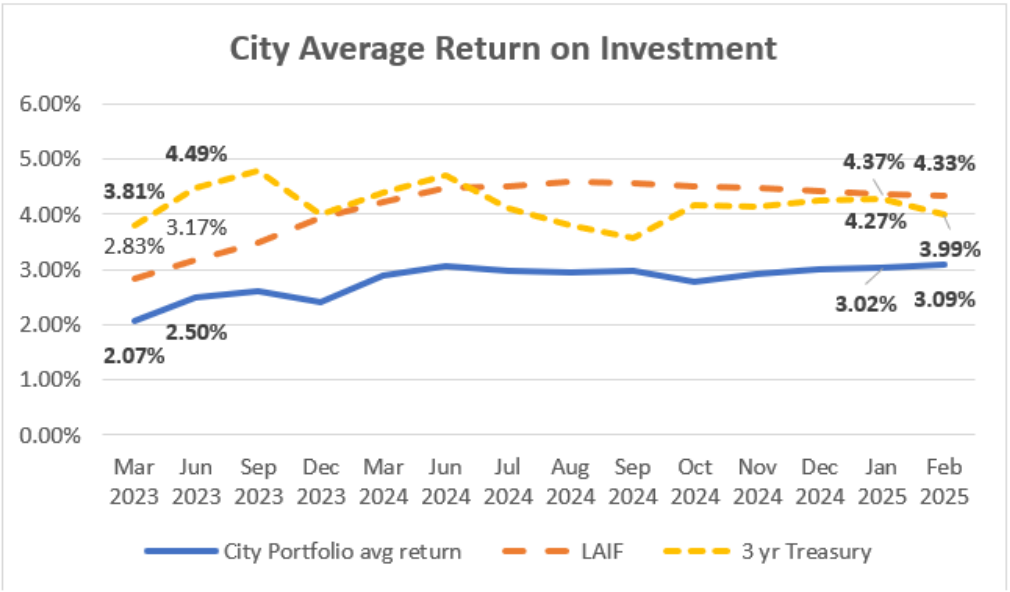
Investment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest
County Investment Pool	51,164,861.60	51,164,861.60	51,164,861.60	10.78	0.000	1	0	4.530	4.530	373,179.14
Federal Agency Coupon	308,330,000.00	307,990,474.23	302,482,613.00	64.89	98.013	703	134	2.666	2.627	1,623,054.06
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	15.80	0.000	1	0	4.333	4.333	527,404.11
Medium Term Notes	29,510,000.00	29,522,188.28	28,526,749.48	6.22	96.669	412	141	1.572	1.572	95,760.74
Supranational	1,000,000.00	1,000,061.38	999,191.00	0.21	99.919	10	0	0.526	0.526	3,541.67
Treasury Coupon Securities	7,500,000.00	7,507,728.79	7,522,751.04	1.58	100.106	482	0	4.156	4.156	108,929.62
Treasury Discounts -Amortizing	2,500,000.00	2,443,708.52	2,439,907.50	0.51	97.596	215	0	3.935	3.935	0.00
Report Totals:	475,004,861.60	474,629,022.80	468,136,073.62	100 %	71.911	491	135	3.088	3.062	2,731,869.34

The chart below represents the City's investment portfolio classified by days until maturities from February 28, 2025. Pooled investments in LAIF and Ventura County Investment Pooled provide immediate liquidity to support cash flow needs of the City, and are included in the maturity group 0 to 30 days.



The City's average return on investment for the month of February 2025 was 3.09%. LAIF average monthly effective yields for the same period was 4.33%. The City's portfolio includes over $155 million investments that were purchased between December 2020 and December 2021, with a weighted average of return below 1%. The maturities for those investments at the time of purchase were close to five years. The City holds investments until maturity, and will evaluate reinvestment options based on market conditions and liquidity needs as those funds became available for investing in the upcoming months.

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



STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact from this report.

COMMITTEE OUTCOME

This item did not originate in a committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

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

City of Oxnard
Monthly Investment Report
as of February 28, 2025
April 1, 2025

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

CITY OF OXNARD CALIFORNIA

Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of February 28, 2025.

Discussion

City of Oxnard Cash and Investment as of February 28, 2025

Cash and Investment Position	February 2025
Cash	
Bank of America General Account	$ 9,238,378.95
Bank of America Successor Agency Account	6,771,693.06
Bank of America Citations Account	455,022.79
Bank of America Golf Course Account	-
Total Cash	**16,465,094.80**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	51,164,861.60
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	999,191.00
Medium Term Notes *	28,526,749.48
U.S. Treasury Notes *	9,962,658.54
U.S. Government Sponsored Entities *	302,482,613.00
Total Investments	**468,136,073.62**
Total Cash and Investments	**$ 484,601,168.42**

* 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**	4.33%	16.02%
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Treasuries	n/a	4.9	5.0	-	**10.0**	4.10%	2.13%
Total Investment		**$226.7**	**$222.5**	**$19.0**	**$468.1**	**3.09%**	**100%**

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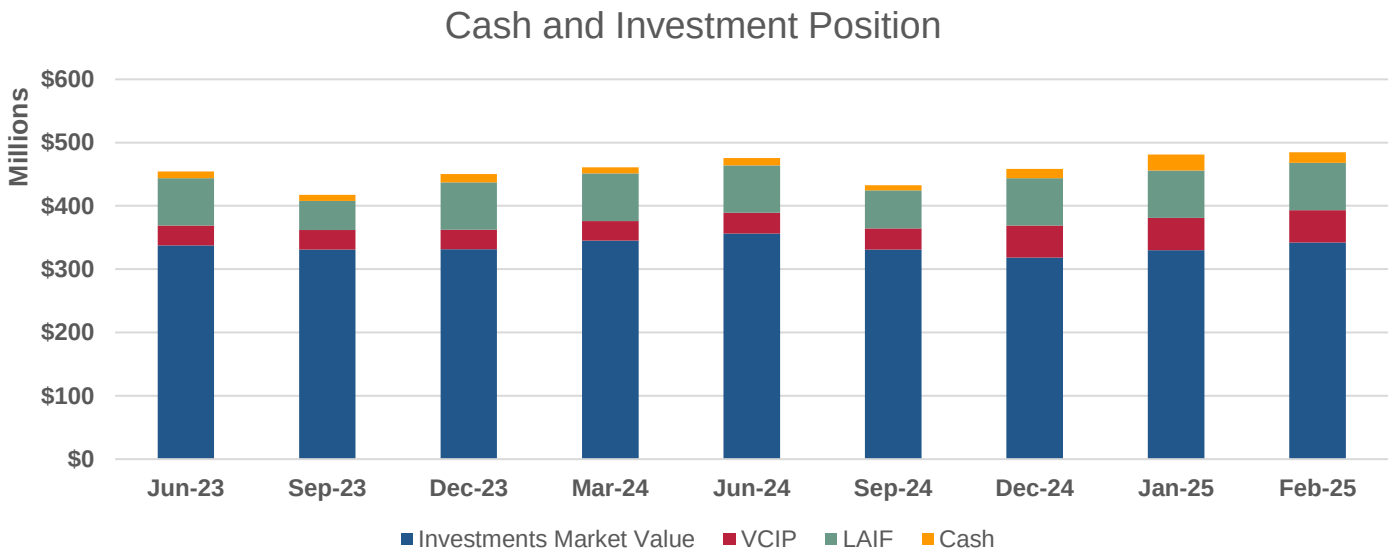
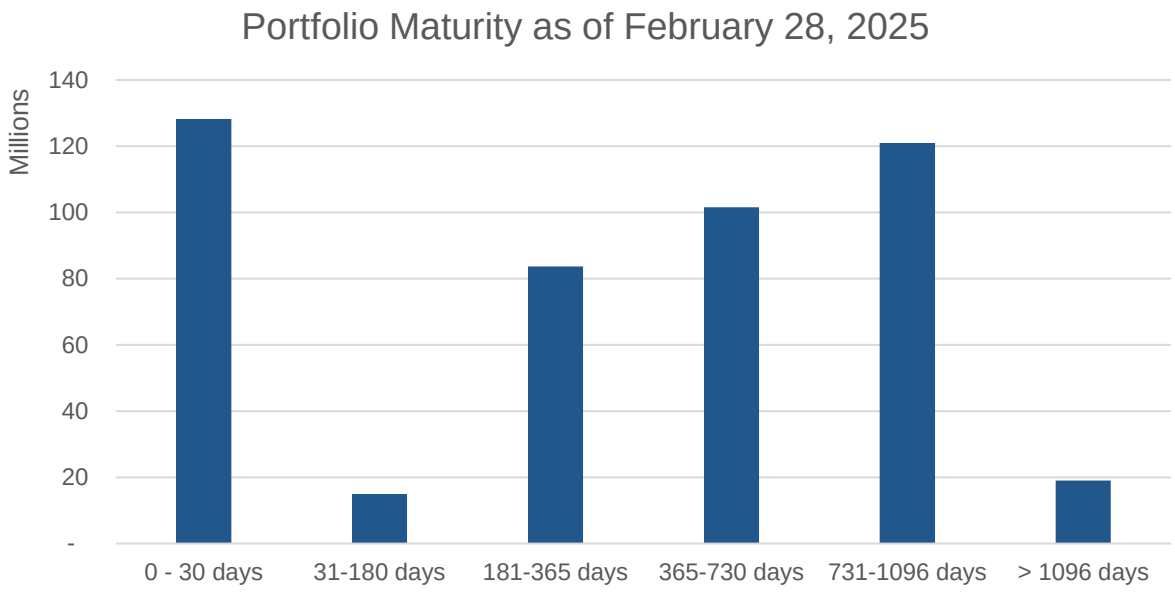
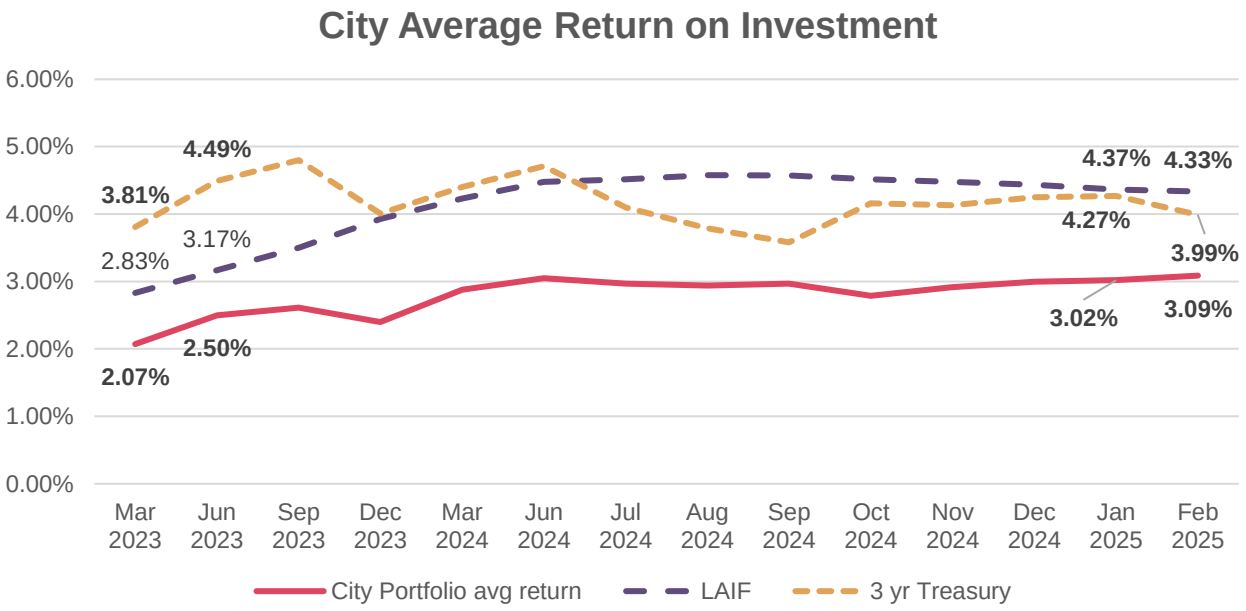
Cash and Investment Trend



Discussion


Portfolio Maturity as of February 28, 2025
Millions
140
120
100
80
60
40
20
-
0 - 30 days
31-180 days
181-365 days
365-730 days
731-1096 days
> 1096 days

Investment Return Trend



Recommendation

That The City Council receive and file the City of Oxnard Monthly Investment Report as of February 28, 2025.

CITY OF OXNARD CALIFORNIA

Questions / Discussion

Investment report
for the month Ended in February 28, 2025

City of Oxnard

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

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

Javier Chagoyen-Lazaro

Javier Chagoyen-Lazaro
Chief Financial Officer
City of Oxnard

03/17/2025

Date

City of Oxnard
Cash and Investment Summary
Month Ended
February 28, 2025

Cash and Investment Position	February 2025
Cash	
Bank of America General Account	$ 9,238,378.95
Bank of America Successor Agency Account	6,771,693.06
Bank of America Citations Account	455,022.79
Bank of America Golf Course Account	-
Total Cash	**16,465,094.80**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	51,164,861.60
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	999,191.00
Medium Term Notes *	28,526,749.48
U.S. Treasury Notes *	9,962,658.54
U.S. Government Sponsored Entities *	302,482,613.00
Total Investments	**468,136,073.62**
Total Cash and Investments	**$ 484,601,168.42**

* Market Value

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CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Pooled Investments									
County Investment Pool									
VCIP	Ventura County Investment Pool		51,164,861.60	51,164,861.60	51,164,861.60	4.53	1	4.53	
Federal Agency Coupon Securities									
3134HA3T8	Farmer Mac	1/17/2025	10,000,000.00	10,020,270.00	9,997,602.14	4.55	1,049	4.559	1/14/2028
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	965,116.00	1,000,000.00	0.61	366	0.61	3/2/2026
3133ERP70	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,073,402.22	9,993,108.09	4.25	1,031	4.294	12/27/2027
3133ERQ20	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,014,570.00	10,000,000.00	4.63	1,034	4.63	12/30/2027
3133ERT27	Federal Farm Credit Bank	1/16/2025	10,000,000.00	10,018,441.67	10,000,058.80	4.67	1,048	4.684	1/13/2028
3133ERN31	Federal Farm Credit Bank	1/16/2025	5,000,000.00	5,026,503.89	4,997,108.92	4.34	1,027	4.468	12/23/2027
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	953,021.00	1,000,000.00	1.14	598	1.14	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	955,853.00	1,000,000.00	1.7	698	1.7	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	961,107.00	1,000,000.00	2	718	2	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	961,107.00	1,000,000.00	2	718	2	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	961,686.00	1,000,000.00	2.05	726	2.05	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	960,755.00	1,000,000.00	2	726	2	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	959,849.00	1,000,000.00	2.03	726	2.03	2/25/2027
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	969,574.00	1,000,000.00	2.5	726	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,930,184.00	2,000,000.00	2.25	733	2.25	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	964,151.00	1,000,000.00	2.2	733	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	964,151.00	1,000,000.00	2.2	733	2.2	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,253,396.30	1,298,433.50	2.2	733	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,605,748.40	2,698,915.50	2.25	733	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	990,129.00	1,000,000.00	3	739	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	977,002.00	1,000,000.00	3	754	3	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	977,002.00	1,000,000.00	3	754	3	3/25/2027
3130ARZF1	Federal Home Loan Bank	5/9/2022	2,600,000.00	2,588,437.80	2,600,000.00	3.4	192	3.401	9/9/2025
3130ARZE4	Federal Home Loan Bank	5/25/2022	2,000,000.00	1,998,658.00	2,000,000.00	4.2	815	4.186	5/25/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	993,182.00	1,000,000.00	4	816	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	993,182.00	1,000,000.00	4	816	4	5/26/2027
3130ARYA3	Federal Home Loan Bank	5/26/2022	1,000,000.00	993,182.00	1,000,000.00	4	816	4	5/26/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,986,574.00	2,000,000.00	4	814	4	5/24/2027
3130AS4F3	Federal Home Loan Bank	6/9/2022	2,000,000.00	1,986,574.00	2,000,000.00	4	814	4	5/24/2027
3130ASFQ7	Federal Home Loan Bank	6/29/2022	1,000,000.00	992,810.00	999,883.61	4	850	4.006	6/29/2027
3130ASHT9	Federal Home Loan Bank	7/12/2022	1,000,000.00	999,369.00	1,000,000.00	4.5	863	4.5	7/12/2027
3130ASGP8	Federal Home Loan Bank	7/14/2022	2,000,000.00	1,996,436.00	2,000,000.00	4.1	135	4.1	7/14/2025
3130ASF38	Federal Home Loan Bank	7/22/2022	1,000,000.00	994,551.00	1,000,000.00	4.1	873	4.1	7/22/2027
3130ASLA5	Federal Home Loan Bank	7/26/2022	1,000,000.00	998,530.00	1,000,000.00	4.5	877	4.5	7/26/2027
3130ASNN5	Federal Home Loan Bank	7/28/2022	1,000,000.00	998,770.00	1,000,000.00	4.375	879	4.375	7/28/2027
3130AYYJ9	Federal Home Loan Bank	2/15/2024	1,000,000.00	1,000,782.00	1,000,000.00	5	1447	5	2/15/2029

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CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130B0EQ8	Federal Home Loan Bank	3/19/2024	1,000,000.00	1,000,222.00	999,190.64	5.375	1473	5.398	3/13/2029
3130B1LW5	Federal Home Loan Bank	5/30/2024	2,000,000.00	2,001,054.00	2,000,000.00	5.25	454	5.25	5/29/2026
3130B2ZR9	Federal Home Loan Bank	10/3/2024	2,500,000.00	2,482,225.00	2,500,000.00	4.05	937	0.56	9/24/2027
3130B33X9	Federal Home Loan Bank	10/18/2024	7,000,000.00	6,961,045.00	6,996,534.69	4.5	1,683	4.539	10/9/2029
3130B3UC5	Federal Home Loan Bank	11/26/2024	5,755,000.00	5,764,278.34	5,757,480.84	4.7	993	4.704	11/19/2027
3130APN43	Federal Home Loan Bank	12/31/2024	10,000,000.00	9,748,870.00	9,724,347.13	2.25	605	4.25	10/27/2026
3130B4B42	Federal Home Loan Bank	12/31/2024	10,000,000.00	10,024,577.78	10,005,557.63	4.625	1,027	4.643	12/23/2027
3130AKLL8	Federal Home Loan Bank	12/30/2020	2,000,000.00	1,939,742.00	2,000,000.00	0.5	304	0.5	12/30/2025
3130AKN36	Federal Home Loan Bank	1/20/2021	2,000,000.00	1,937,472.00	2,000,000.00	0.525	320	0.525	1/15/2026
3130AKNK8	Federal Home Loan Bank	1/20/2021	5,000,000.00	4,884,115.00	5,000,000.00	0.5	233	0.5	10/20/2025
3130AKNK8	Federal Home Loan Bank	1/20/2021	1,000,000.00	976,823.00	1,000,000.00	0.5	233	0.5	10/20/2025
3130AKQ74	Federal Home Loan Bank	1/22/2021	5,000,000.00	4,844,860.00	5,000,000.00	0.625	327	0.625	1/22/2026
3130AKMD5	Federal Home Loan Bank	1/26/2021	5,000,000.00	4,837,055.00	4,999,548.61	0.5	331	0.51	1/26/2026
3130AKNR3	Federal Home Loan Bank	1/26/2021	1,000,000.00	967,935.00	1,000,000.00	0.56	331	0.56	1/26/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,849,745.00	5,000,000.00	0.75	332	0.609	1/27/2026
3130AKU61	Federal Home Loan Bank	1/27/2021	5,000,000.00	4,849,745.00	5,000,000.00	0.75	332	0.609	1/27/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,938,026.00	2,000,036.33	0.7	333	0.698	1/28/2026
3130AKRN8	Federal Home Loan Bank	1/28/2021	2,000,000.00	1,937,078.00	2,000,000.00	0.65	333	0.65	1/28/2026
3130AKQX7	Federal Home Loan Bank	1/28/2021	5,000,000.00	4,845,065.00	5,000,000.00	0.7	333	0.7	1/28/2026
3130AKQ82	Federal Home Loan Bank	1/28/2021	1,500,000.00	1,452,150.00	1,500,000.00	0.6	333	0.6	1/28/2026
3130AKPN0	Federal Home Loan Bank	1/29/2021	2,000,000.00	1,936,014.00	2,000,000.00	0.6	334	0.6	1/29/2026
3130AKVN3	Federal Home Loan Bank	1/29/2021	1,000,000.00	967,302.00	1,000,000.00	0.52	334	0.52	1/29/2026
3130AKVQ6	Federal Home Loan Bank	1/29/2021	1,000,000.00	975,653.00	1,000,000.00	0.47	242	0.47	10/29/2025
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	968,625.00	1,000,000.00	0.75	345	0.539	2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	968,625.00	1,000,000.00	0.75	345	0.54	2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,933,152.00	2,000,000.00	0.54	345	0.54	2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,937,644.00	2,000,000.00	0.75	345	0.564	2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	966,059.00	1,000,000.00	0.55	348	0.55	2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,932,332.00	1,999,019.44	0.625	360	0.676	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	965,929.00	999,843.11	0.6	360	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,829,645.00	4,999,215.56	0.6	360	0.616	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,897,787.00	3,000,000.00	0.6	360	0.6	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	965,929.00	999,901.94	0.6	360	0.61	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	965,929.00	999,901.94	0.6	360	0.61	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	965,772.00	1,000,000.00	0.68	360	0.68	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	966,166.00	999,901.94	0.625	360	0.635	2/24/2026
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	966,295.00	1,000,000.00	0.8	374	0.8	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	965,246.00	1,000,000.00	0.8	380	0.8	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	965,246.00	1,000,000.00	0.8	380	0.8	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	965,160.00	1,000,000.00	0.8	381	0.8	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	940,673.18	975,000.00	1	387	1	3/23/2026

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CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	965,416.00	1,000,000.00	0.875	387	0.875	3/23/2026
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,939,782.00	2,000,000.00	1	388	0.871	3/24/2026
3130ALNU4	Federal Home Loan Bank	3/24/2021	1,000,000.00	997,868.00	1,000,000.00	0.68	23	0.68	3/24/2025
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	965,220.00	1,000,000.00	1.125	424	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	967,419.00	1,000,000.00	1.25	424	1.1	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	962,256.00	1,000,000.00	1.05	451	1.05	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	965,404.00	1,000,000.00	1.2	452	0.957	5/27/2026
3130AMCM2	Federal Home Loan Bank	6/3/2021	1,250,000.00	1,239,502.50	1,249,924.29	2	437	1.543	5/12/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,800,585.00	5,000,000.00	1	472	1	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,799,985.00	5,000,000.00	1.03	479	1.03	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,883,315.00	3,000,000.00	1.125	501	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	954,378.00	1,000,000.00	1.08	563	1.08	9/15/2026
3130ANYS3	Federal Home Loan Bank	10/12/2021	1,000,000.00	993,844.00	999,914.59	0.625	60	0.678	4/30/2025
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	953,208.00	1,000,000.00	1.1	591	1.1	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	953,208.00	1,000,000.00	1.1	591	1.1	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	952,332.00	1,000,000.00	1.05	593	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	952,332.00	1,000,000.00	1.05	593	1.05	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	952,332.00	1,000,000.00	1.05	593	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	952,176.00	999,902.67	1.04	593	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	952,332.00	1,000,000.00	1.05	593	1.05	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	952,176.00	1,000,000.00	1.04	593	1.04	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,857,866.00	3,000,000.00	1.1	599	1.1	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	953,326.00	1,000,000.00	1.15	600	1.15	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,906,652.00	2,000,000.00	1.15	600	1.15	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,907,578.00	2,000,000.00	1.2	604	1.2	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	953,714.00	1,000,000.00	1.18	604	1.18	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,907,578.00	1,999,669.44	1.2	604	1.21	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	954,582.00	1,000,000.00	1.25	604	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,909,164.00	2,000,000.00	1.25	604	1.25	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	954,582.00	1,000,000.00	1.25	604	1.25	10/26/2026
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	966,924.00	1,000,000.00	1.25	606	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,906,616.00	2,000,000.00	1.18	606	1.18	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	954,422.00	1,000,000.00	1.25	606	1.25	10/28/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	953,589.00	1,000,000.00	1.25	619	1.25	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	953,589.00	999,154.17	1.25	619	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	953,589.00	1,000,000.00	1.25	619	1.25	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	953,382.00	1,000,000.00	1.375	625	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	953,382.00	1,000,000.00	1.375	625	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	955,131.00	1,000,000.00	1.4	625	1.4	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	954,581.00	1,000,000.00	1.375	627	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	956,428.00	1,000,000.00	1.5	632	1.5	11/23/2026

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3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	963,932.00	1,000,000.00	2	662	1.641	12/23/2026
3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,194,945.00	1,250,000.00	1.625	669	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	981,068.00	1,000,000.00	3.25	773	3.25	4/13/2027
3134GXSH8	Federal Home Loan Mtg Corp	5/17/2022	1,000,000.00	992,711.00	1,000,000.00	4	807	4	5/17/2027
3134GXTD6	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,995,722.00	2,000,000.00	3.5	83	3.5	5/23/2025
3134GXSZ8	Federal Home Loan Mtg Corp	5/23/2022	2,000,000.00	1,995,280.00	2,000,000.00	3.4	83	3.4	5/23/2025
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,995,198.00	2,000,000.00	4	816	4.213	5/26/2027
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	1,000,000.00	997,599.00	1,000,000.00	4	816	4.213	5/26/2027
3134GXUF9	Federal Home Loan Mtg Corp	5/26/2022	2,000,000.00	1,995,198.00	2,000,000.00	4	816	4.213	5/26/2027
3134GXTE4	Federal Home Loan Mtg Corp	5/27/2022	1,000,000.00	995,224.00	1,000,000.00	4	817	4	5/27/2027
3134GXZN7	Federal Home Loan Mtg Corp	7/12/2022	1,000,000.00	996,886.00	1,000,000.00	4.25	863	4.25	7/12/2027
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	998,089.00	1,000,000.00	4	142	4	7/21/2025
3134GXD50	Federal Home Loan Mtg Corp	7/21/2022	1,000,000.00	998,089.00	1,000,000.00	4	142	4	7/21/2025
3134GXE67	Federal Home Loan Mtg Corp	7/28/2022	1,000,000.00	996,727.00	1,000,000.00	4.25	879	4.25	7/28/2027
3134GXQ23	Federal Home Loan Mtg Corp	8/25/2022	1,000,000.00	997,088.00	1,000,000.00	4.25	907	4.25	8/25/2027
3137EAEX3	Federal Home Loan Mtg Corp	10/3/2024	2,500,000.00	2,446,417.92	2,451,318.71	0.375	206	3.966	9/23/2025
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	5,008,520.00	5,000,000.00	4.7	1000	4.7	11/26/2027
3134HAF40	Federal Home Loan Mtg Corp	11/26/2024	5,000,000.00	5,008,520.00	5,000,000.00	4.7	1000	4.7	11/26/2027
3134HBBV2	Federal Home Loan Mtg Corp	2/28/2025	10,000,000.00	9,995,390.00	10,000,000.00	4.47	1091	4.47	2/25/2028
3134HBBU4	Federal Home Loan Mtg Corp	2/27/2025	10,000,000.00	10,000,000.00	10,000,000.00	4.64	1459	4.64	2/27/2029
3134GXKJ2	Federal Home Loan Mtg Corp	1/22/2021	2,000,000.00	1,936,940.00	2,000,000.00	0.55	327	0.55	1/22/2026
Local Agency Investment Funds									
LAIF	LAIF		75,000,000.00	75,000,000.00	75,000,000.00	4.333	1	4.333	
Medium Term Notes									
037833DX5	Apple Inc.	1/26/2021	1,000,000.00	981,796.00	1,000,058.59	0.55	172	0.537	8/20/2025
037833EB2	Apple Inc.	2/8/2021	1,000,000.00	967,340.00	999,990.64	0.7	344	0.071	2/8/2026
06048WS43	Bank of America	2/18/2022	3,000,000.00	2,955,729.00	3,000,000.00	2	170	2	8/18/2025
06048WV98	Bank of America	5/27/2022	2,000,000.00	1,956,890.00	2,000,000.00	4.05	452	4.05	5/27/2026
06048WW63	Bank of America	6/22/2022	1,000,000.00	999,360.00	1,000,000.00	5	843	5	6/22/2027
06051GFS3	Bank of America	1/8/2021	1,000,000.00	997,297.00	1,012,540.47	3.875	153	0.804	8/1/2025
06048WL32	Bank of America	2/24/2021	1,000,000.00	961,095.00	1,000,000.00	0.8	360	0.08	2/24/2026
06048WL99	Bank of America	5/14/2021	1,000,000.00	960,481.00	1,000,000.00	1.4	439	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,920,962.00	2,000,000.00	1.4	439	1.4	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,920,962.00	2,000,000.00	1.4	439	1.4	5/14/2026
06048WM64	Bank of America	7/12/2021	1,000,000.00	950,972.00	999,598.58	1.2	481	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	945,586.00	1,000,000.00	1.2	516	1.2	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	944,016.00	1,000,000.00	1.25	572	1.25	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	944,016.00	1,000,000.00	1.25	572	1.25	9/24/2026
06748WMK6	Barclays Bank PLC	10/29/2021	1,000,000.00	991,622.00	1,000,000.00	1	59	1	4/29/2025
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	953,139.00	1,000,000.00	1.4	507	1.4	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	950,953.00	1,000,000.00	1.35	534	1.35	8/17/2026

Investment Portfolio Detail
Fiscal Year 2024 - 2025
February 1 - February 28, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
24422EVK2	John Deere Capital	1/27/2021	3,000,000.00	2,908,917.00	3,000,000.00	0.7	320	0.7	1/15/2026
48133MAB6	JP Morgan	8/15/2022	1,000,000.00	981,608.00	1,000,000.00	4.2	895	4.2	8/13/2027
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	940,356.00	1,000,000.00	1.2	545	1.2	8/28/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	940,356.00	1,000,000.00	1.2	545	1.2	8/28/2026
53961LAF6	Local Initiatives Support	1/28/2021	1,510,000.00	1,453,296.48	1,510,000.00	0.95	320	0.95	1/15/2026
Supranational									
459058JA2	Intl Bank Recon & Dev	3/1/2021	1,000,000.00	999,191.00	1,000,061.38	0.75	10	0.526	3/11/2025
Treasury Coupon Securities									
91282CFP1	U.S. Treasury	10/3/2024	2,500,000.00	2,500,122.50	2,505,080.11	4.25	228	3.914	10/15/2025
91282CLS8	U.S. Treasury	11/26/2024	5,000,000.00	5,022,628.54	5,002,648.68	4.125	609	4.277	10/31/2026
Treasury Discounts -Amortizing									
912797MS3	U.S. Treasury	10/3/2024	2,500,000.00	2,439,907.50	2,443,708.52	3.77	215	3.935	10/2/2025
TOTAL			**475,004,861.60**	**468,136,073.62**	**474,629,022.80**				

Investment activities for the month of February 2025

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	2/27/2025	Buy	3134HBBU4	Federal Home Loan Mtg Corp		10,000,000.00	4.640	2/27/2029
	2/28/2025	Buy	3134HBBV2	Federal Home Loan Mtg Corp		10,000,000.00	4.470	2/25/2028
Total Purchases						**$ 20,000,000.00**		

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	2/3/2025	Maturity	89236THZ1	Toyota Motor Credit		2,000,000.00	0.400	2/3/2025
	2/14/2025	Call	3130AYZG4	Federal Home Loan Bank		1,000,000.00	5.400	2/14/2029
	2/22/2025	Call	3130ASKZ1	Federal Home Loan Bank		1,000,000.00	4.250	1/22/2026
	2/26/2025	Maturity	3134GTXB0	Federal Home Loan Mtg Corp		4,000,000.00	3.250	2/26/2025
	2/28/2025	Maturity	3130AR2C4	Federal Home Loan Bank		1,000,000.00	2.200	2/28/2025
Total Maturities, Calls & Sales						**$ 9,000,000.00**		

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: April 1, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Agreement 32500335 with Honeywell International, Inc. for Fire Station Alerting System Replacement Project, Specification No. FD 25-17.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $399,005.52 in Project funds for the Fire Station Alerting System Replacement Project, Specification No. FD 25-17;
2. The Mayor to execute an Agreement with Honeywell International, Inc. in the amount of $319,204.52 for the Project and approve a Project contingency amount of $47,881 (~15%) with Honeywell International, Inc., for a total not to exceed value of $367,085.52 for the Project; and
3. A Project allocation amount of $31,920 (~10%) 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.)

BACKGROUND

The Oxnard Fire Department (FD) maintains a hardware and software system that alerts fire station personnel of an emergency. The present alerting systems at Fire Stations 7 and 8 are outdated, problematic, and in need of replacement. Once the stations are upgraded with new equipment, the outcome will be improved communications and, consequently, a faster and more reliable emergency response. The scope of this project involves the replacement and updating of alerting equipment and its associated software at Fire Stations 7 and 8.

Capital Improvement Program (CIP) Reference:

Project No. **C2040** – Fire Station Alerting System Replacement - CIP 2025-2029 - Adopted June 4, 2024– Page 45.

DISCUSSION

A fire station alerting system is used to rapidly notify firefighters of an emergency. The purpose of this project is to replace the outdated equipment at Fire Stations 7 and 8, and bring the alerting systems up-to-date with equipment that is compatible with the equipment used at all of the other Oxnard fire stations. The work involves installing new alerting equipment in all personnel areas of Stations 7 and 8; this will provide for better broadcasting of emergency alerts. Most importantly, the new system will also link to the dispatch center, improving the Fire Department’s ability to dispatch fire resources and personnel from a central location.

The project scope of work includes the installation of updated hardware, low voltage electrical systems, software, and all

other appurtenant and associated work to update and modernize the emergency alerting system at Fire Stations 7 and 8.

Honeywell International, Inc (Honeywell) manufactured the alerting systems utilized in other Oxnard Fire Stations and the installation was completed by Fire Department staff. To ensure the new equipment will be consistent and compatible with Fire Department's existing alerting systems at other stations, the City is permitted to use the Single Source procurement method to directly contract with Honeywell for the present project. Honeywell is the exclusive manufacturer of the equipment used in the City's other Fire Stations and has the requisite expertise to replace and install the new fire alerting systems at Stations 7 and 8. Furthermore, the alerting systems are compatible with the equipment used by the County. The single-source Procurement method is consistent with City purchasing procedures and state law does not categorize the installation of communication alerting systems as public work. It is in the best interest of the City to install the same type of equipment that is present in the City's other stations and is compatible with the County's equipment. This is critical to ensure Fire Stations 7 and 8 receive all emergency alerts that are sent out.

Honeywell meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City. Thus, staff recommends that the City Council award the contract for this Project to Honeywell.

The work is tentatively scheduled to begin in May 2025 and continue into February 2026 (190 Working Days) absent any delays due to supply chain issues, unforeseen site conditions, or weather.

In addition to the contract award amount of $319,204.52, Staff recommends authorizing $79,801 for the project, which includes $47,881 for project contingency (15% of the contract costs to account for any potential unforeseen conditions that may arise due to the age and concealed nature of the existing system) and $31,920 for the cost of engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to $399,005.52.

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 is $399,005.52 which includes the construction agreement, contingency and project allocation. The Fire Station Alerting System Replacement Project (C2040) is funded by the General Fund (101) and has an available project budget balance of approximately $477,000 to fund this Project.

The ongoing maintenance cost for this Fire Station Alerting System Replacement will have no new impacts on the Fire Department's Operating budget. It is anticipated that there will be less maintenance and repair costs realized as a result of the system upgrades.

COMMITTEE OUTCOME

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

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Honeywell Agreement 32500335 Honeywell International FD 25-17

UNBID CONTRACT FOR FIRE STATION ALERTING SYSTEM SPECIFICATION NO. FD 25-17

BY AND BETWEEN THE CITY OF OXNARD AND HONEYWELL INTERNATIONAL, INC.

THIS CONTRACT (the "Contract") is made and entered this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and HONEYWELL INTERNATIONAL, INC. ("Contractor"). The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City requires the update of the City's current Fire Station Alerting System at Stations 7 and 8 due to aged equipment and the need to update these stations to current standards; and

WHEREAS, it is necessary to bring Fire Stations 7 and 8 into compliance and maintain compatibility within the existing City Fire Alerting System. The Contractor who provided the design, manufacture and installation for all other City Fire Alerting Systems has been selected for Stations 7 and 8 in order to maintain compatibility within all other systems; 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, in light of the facts set forth above and the certifications made by Contractor as part of its Proposal, the City desires to retain Contractor to perform the Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

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

1. RECITALS

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

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

1. Contract, subject to the limitations in Sections 10 (“Prevailing Wage”) and 24 (“Ambiguities”);
2. Scope of Work (Exhibit B);
3. Change Orders issued and approved by the City;
4. Permits;
5. Schedule of Compensation (Exhibit C).

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 or its subcontractor responsible for the construction work shall possess a valid Class C-7 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

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 THREE HUNDRED NINETEEN THOUSAND TWO HUNDRED FOUR DOLLARS AND FIFTY TWO CENTS ($319,204.52) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, and all overhead costs, in accordance with Contractor's Proposal (attached hereto as Exhibit "A") and Schedule of Compensation (attached hereto as Exhibit "C") subject to the provisions of this Contract and the Contract Documents.

B. The City shall make payments within thirty (30) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request, based in part on the construction schedule. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Calendar Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

C. Whenever the Project Work is completed, the Contractor shall then submit to the Project Manager a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such an invoice, the Project Manager shall check the quantities included therein and shall authorize a payment amount, covering the value of the total amount of Work done by the Contractor, less all previous payments. The Project Manager shall then file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of ONE HUNDRED NINETY (190) 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 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 Proposal conflicting with the requirements of this Section 10.

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct; and

    b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

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

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

D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. [RESERVED]

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-A attached as Exhibit B to this Contract.

15. [RESERVED]

16. TIME OF THE ESSENCE

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

17. INDEMNIFICATION

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

   1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

   2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;

   3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or

activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;

4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

18. THIRD PARTY CLAIMS

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

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

19. CONFLICTS OF INTEREST

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

20. REPORTS; BOOKS AND RECORDS; AUDIT

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

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager 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 Director
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: Honeywell International, Inc.
222 S. Westmonte Drive, Suite 200
Altamonte Springs, FL 32;714-4268

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

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

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

27. REVIEW BY ATTORNEYS

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

28. [INTENTIONALLY OMITTED]

29. CARE OF WORK

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

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

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

32. SUCCESSORS, HEIRS, AND ASSIGNS

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

33. GENDER; PLURAL

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

34. SEVERABILITY

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

35. GOVERNING LAW

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

36. CUMULATIVE REMEDIES

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

37. VENUE

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

38. EFFECTIVENESS OF CONTRACT

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

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

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

40. WAIVER

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

41. INDEPENDENT CONTRACTOR STATUS

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

42. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. Each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

44. ATTORNEY'S FEES

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

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

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

CITY OF OXNARD		**HONEYWELL INTERNATIONAL, INC.**	
☒ Luis Mc Arthur, Mayor[1] ☐ Purchasing Agent	Date	Andrew Blate, Vice[2] President	Date
		Su Ping Lu, Secretary	Date

ATTEST:

Lourdes A. López, 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 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: RESERVED

Exhibit B: Scope of Work

Exhibit C: Schedule of Compensation

Exhibit D: Form INS-A: Insurance Requirements

The corresponding exhibits and forms contained within follow.

EXHIBIT A

RESERVED

EXHIBIT B

CITY OF OXNARD
FIRE STATION ALTERTING SYSTEM
SPECIFICATION NO. FD 25-17

SCOPE OF WORK

Overview

The purpose of this Scope of Work ("SOW") is to detail the tasks and responsibilities of Contractor related to the provision the Phoenix G2 Fire Station Alerting System ("System") for City. Contractor shall supply the components and services as outlined in Contractor Quote CA_OXND013 attached hereto as Exhibit C, which shall include Station-Level products, licenses and services described therein and as shown on the Plans prepared by US Digital Designs by Honeywell titled Oxnard Fire Department, CA dated February 3, 2025 consisting of two (2) pages.

City Obligations

City shall take and perform all reasonable action necessary to facilitate Contractor's performance of the SOW hereunder. Prior to the initial project meeting, Contractor shall provide City with certain project documentation that lists tasks to be performed by City to enable Contractor to configure the Communications Gateway and prepare for installation and implementation. In addition to the foregoing, City shall be responsible for procuring and/or providing the following for use with the System:

a. The procurement and/or provision of all computers, peripherals, and consumables (collectively "City Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the System.

b. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the City's CAD system, the City must contact the CAD vendor and schedule this work. timely manner, or the System installation may be significantly delayed.

c. Provide the voice and data radio system, data network infrastructure, dispatch computers with current version web browser, and personnel skilled in City's radio and data systems.

d. Contractor's web-based user interface software is only supported on the most recent versions of Microsoft Edge, Google Chrome, and Mozilla Firefox web browsers.

e. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third-party console software licenses as necessary;

f. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the City Equipment, including the replacement of UPS batteries as necessary.

g. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on City's property.

h. Providing a stable means of data transmission between the Communications Gateway and each Station Controller to be serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc.

i. The correct use of the Products and System in accordance with the manufacturer and Contractor's operating instructions; and

j. The security, accessibility, and integrity of the System, City Equipment, and installation site.

Remote Access to System

Contractor requires remote network access to the System, including access to City's Communications Gateways, any Station Controllers that will be installed in City's constituent fire department, and other Contractor-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this the City will provide Contractor support personnel VPN or similar remote network access to the System for Contractor support personnel ("City Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Contractor will only access City's System with the knowledge and consent of City.

a. Alternative to Network Access. If the City elects not to provide remote network access to the System, then Contractor may not be able to perform some support functions. Municipalities that elect not to routinely provide network access may temporarily reinstate this access to allow Contractor to perform the above services. The following services will not be performed without this access:

- System software upgrades
- System software customization
- Network troubleshooting assistance including packet capture and network monitoring on Contractor devices
- Detailed log analysis
- Bulk updates to System database tables
- Troubleshooting that requires low-level system access or large file transfer

b. Timely Access. City must ensure that remote access is available prior to notifying Contractor of a support request. If the City is unable to provide remote access, Contractor will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

c. Physical Security Tokens. Contractor has multiple software engineers that provide after-hours support, and these engineers do not typically take security tokens from the

Contractor office. If the City requires the use of physical security tokens this may delay after hours service.

Project Deliverables

The deliverables provided under this SOW include station alerting hardware and software, software configuration, dispatch and station hardware installation, and user, administrator and maintenance training (schedule coordinated with City) as detailed on the Exhibit C

Hardware Deliverables

Contractor will provide the hardware as detailed on Exhibit C. Hardware delivery/shipment is intended to be a single shipment to a single receiving point. The City provided warehouse must be an environmentally controlled and secure storage area.

Software Deliverables

Contractor will provide standard embedded software for the operation of the station alerting system. This includes the software for the operation of the central Communications Gateway and GaRI radio system interfaces.

Modifications to Standard Products

Modifications will be made, if required, to Contractor's standard products where necessary to provide the agreed upon functionality. Modifications will include VoiceAlert element order and repetition, and printer display elements.

Standard Interface Software

Contractor's Communications Gateway will interface to City's CAD system using the Contractor standard fire station alerting interface. The costs associated with CAD provider's fees are not included. CAD Provider's portion of the FSA interface is the responsibility of the City.

Station Layout and Design

Contractor will collaborate with City to plan and document the Products for each station, layout of Product in each station, and installation protocols for each individual installation site.

Training

a. Dispatch System Operation (half-day). The Dispatch System Operation class is intended to give dispatch center personnel the skills to use the alerting system through the CAD system, to operate the Manual Alerting client and to recognize system faults. The class will be hands-on using the system prior to go live.

b. Administration and Maintenance (half-day). The Administration and Maintenance class is intended to give technical service personnel the skills to perform system configuration, basic diagnostics and troubleshooting on the station alerting system. The class will be hands-on using the system prior to go live.

c. Installation Training (8 hours). The G2 certification will familiarize the installer with unique features if the System. Contractor will provide training and supervision to City

or contractor's personnel in the installation and configuration of the station equipment. This training will include installation classroom training, sample installations by Contractor personnel, supervision for personnel during initial installations, and telephone follow-up as necessary.

Contractor Project Roles and Responsibility

Overview
Contractor will assign qualified personnel to implement the System for the Project. The project team will be located primarily at the Contractor headquarters in Tempe, Arizona, but will travel as necessary to the City's location.

The following is a proposed list of Contractor project personnel roles for this project. The list of roles may change as necessary to accommodate new project requirements.

Contractor Project Manager
The Contractor project manager ("Project Manager") will have the overall responsibility for ensuring the success of the Contractor portion of this project. The Project Manager will be the primary contact for project-related issues and will be responsible for issue resolution. The Project Manager will also develop an issue escalation plan in conjunction with the City's System Administrator.

Software Engineer
The Contractor Software Engineer will be responsible for Contractor's configuration of software required for the system, and for the resolution of any Contractor software issues identified during the project.

City Roles and Responsibilities

City's staff must be familiar with the City's existing systems and needs with respect to fire station alerting. City must have subject matter experts available for consultation on the existing communications systems, both in the station and the communications center, and the current and proposed data networks.

Contractor will need to rely on the City's personnel for direction on equipment location in the data center. It is critical that personnel with both knowledge and authority be available for this direction.

City will also be required to provide any necessary third-party consultation and configuration work for systems outside the overall contract.

City Point of Contact
City shall assign a minimum of one and a maximum of three contact people to manage the installation and administration of the System (the "System Administrator"). City shall provide Contractor with written notice of such assignment prior to the Project Meeting (defined below). City may change the System Administrator only upon written notice to Contractor. The System Administrator shall have the principal responsibility of overseeing and managing this project on behalf of City and shall be the primary point of contact for City. The City may replace the person serving as its System Administrator only upon prior written notice to Contractor. City will ensure that the System Administrator is reasonably available to

Contractor and Contractor may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide additional services.

Project Implementation

Project Planning

Project planning will begin with the initial project meeting ("Project Meeting"). Contractor will participate in the Project Meeting (which could be web based depending on scheduling constraints). This meeting is important to developing the expectations of the City and establishing the specific equipment and services to be delivered by Contractor.

Contractor will work with the City and CAD provider to develop an implementation plan and schedule that meets the needs of the City and is completed within the overall timeframe of the project. The implementation plan will list all equipment to be delivered and will detail the delivery timeframe for this equipment as well as any work to be done by City prior to or after delivery and installation.

Contractor Designers will produce a custom rendering of each fire station system design based upon floor plans provided by City, and will include any information provided by City, such as architectural demands of the stations and station/City culture so that City's personnel can most efficiently perform their duties. Each station design will list a Bill of Materials including quantities and will be subject to City review and approval prior to any installation. Any changes thereafter will be marked on the Design and submitted for approval by City.

Any equipment, software development, installation or other work that is outside the scope of the equipment and services described in Exhibit C will be considered out of scope and may be subject to a formal change order. After the acceptance of the design, all changes in scope will be considered subject to a formal change order.

CAD Interface Customization

Contractor will provide its standard API for CAD System alerting interfacing and will customize this interface to operate with the current version of City's CAD system FSA interface. Any associated FSA interface fees charged by City's CAD provider are not included in Exhibit C.

Contractor will work with the City and CAD provider to develop an implementation plan and schedule that meets the needs of the City and is completed within the overall timeframe of the project. The implementation plan will list all equipment to be delivered and will detail the delivery timeframe for this equipment as well as any work to be done by City prior to or after delivery and installation.

Installation

US Digital Designs will install the Communications Gateway equipment in the data center or other communications equipment location near the CAD equipment. Contractor will also install the Gateway Audio Radio Interface (GARI) unit(s) and assist in the connection to City radio equipment. Contractor has arranged for a G2 Certified Installation Contractor to perform installation of Station-Level components. Regardless of the party responsible for providing installation, all Product must be installed

by a City approved, Contractor approved, and Contractor certified Phoenix G2 FSA installation contractor. Contractor staff will perform final inspection and start-up each station.

System Functionality Demonstration
Contractor will demonstrate the functionality of the installed and configured system after system installation. This demonstration will preferably utilize the CAD system to allow end-to-end demonstration.

Acceptance Test Procedures
After all installation is complete and basic functionality has been demonstrated, City and Contractor will initiate the Acceptance Test Procedure ("ATP"). The ATP procedure will be jointly developed based on the intended functionality of the System as actually installed and carried out as described in the Section below entitled "System Acceptance."

Training
US Digital Designs will provide training to City personnel on the operation, administration and maintenance of the System as priced in Exhibit C. The training will be provided in half-day class(es) as required. This training will be scheduled in conjunction with system testing and acceptance.

Project Controlling Process

Schedule Adherence
US Digital Designs will work with the System Administrator to track the progress of the project and will work diligently to ensure that the project remains on or ahead of schedule. The schedule may be adjusted to accommodate City's activity.

Change Management Process
A change management plan shall be developed jointly by the City and Contractor to document procedures for additions, deletions and modifications to the scope of the project. This includes software feature development and delivery, and installation of additional equipment requested by the City.

Document Review
US Digital Designs will submit documentation developed under this project for approval prior to inclusion in the project documents as necessary. As-Built drawings of the Station Designs will be provided showing final installation of Product in stations

Project Closure

Overview
The project closure process ensures that all outstanding issues are resolved, provides feedback on the project successes and issues to the City and US Digital Designs, and transitions the City and System from a project to a support process.

Completion of Punch List Items

US Digital Designs will work with the City to identify any outstanding items for resolution. A list will be made of any unresolved issues and a disposition will be created for each item.

System Acceptance

Within 60 calendar days of the date the entire System installation is substantially complete and basic functionality has been demonstrated to the System Administrator, Contractor and City shall jointly develop a written acceptance testing procedure ("ATP") and perform a test of the System ("Acceptance Test"). The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Failure of the City to participate in the development of the ATP and to jointly perform the Acceptance Test with Contractor in good faith shall constitute City's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, City shall provide Contractor with a Certificate of Completion in a form acceptable to Contractor. If City believes the Acceptance Test was unsuccessful, and if City has complied with all "City Obligations" (as defined below), City may within seven days of the date on which the Acceptance Test is complete, provide Contractor with written notice specifying the standards or criteria not met ("Failure Notice"). If within 30 calendar days of the Failure Notice, Contractor has not caused the System to meet the standards and criteria set forth in the Failure Notice, City may terminate this Contract for cause. Failure of City to provide a timely Failure Notice shall constitute City's irrevocable acceptance of the System.

Transition to Support

After a successful Acceptance Test and a short confirmation period, as mutually defined in the ATP process document, the City will be transitioned to support from the project team. The primary contact for the City may change. It is important for the City to continue to provide remote access to the System after the transition to support to allow US Digital Designs support personnel to perform remote diagnostics on the System.

Project Closure

After transition of the City to technical support, US Digital Designs will prepare a document detailing any outstanding issues, lessons learned and other pertinent information for the City and/or CAD provider.

Exhibit C: Schedule of Compensation

Quote SUBMITTED TO:
OXNARD, CA
OXNARD FIRE DEPARTMENT

REF PROPOSAL	
CA_OXND014 v1	**STATION-LEVEL**

OXNARD FS07 SYSTEM

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.CA_OXND.FS07FS08.FSA.2024.06.10

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,102.50	**$ 992.25**	**$ 992.25**	
SL2	Ea/Yr	USDD	24	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX are **offered at $0.00 cost each**	**G2-APP-DLI**	$ 124.50	**$ 112.05**	**NO CHARGE**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 23,272.50	**$ 20,945.25**	**$ 20,945.25**	
SC2	Kit	USDD	1	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,838.00	**$ 7,054.20**	**$ 7,054.20**	
SC3a	Kit	USDD	2	Rack Mount Ears for ATX or EXP	ATX-E	$ 74.00	**$ 66.60**	**$ 133.20**	
SC4a	Ea	TBD	2	ATX UPS, Standard	UPS-STD	$ 988.00	**$ 889.20**	**$ 1,778.40**	
SC4b	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 75.00	**$ 67.50**	**$ 135.00**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	$ 1,135.50	**$ 1,021.95**	**$ 1,021.95**	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	$ 91.20	**$ 82.08**	**$ 82.08**	
SP2a	Ea	USDD	1	**G2 COLOR INDICATOR REMOTE**	**CIR**	$ 949.00	**$ 854.10**	**$ 854.10**	
SP2b	Ea	USDD	1	**COLOR INDICATOR REMOTE BACK BOX**	**CIR-SMB**	$ 165.50	**$ 148.95**	**$ 148.95**	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	$ 126.50	**$ 113.85**	**$ 113.85**	
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	$ 126.50	**$ 113.85**	**$ 113.85**	
SP7	Ea	USDD	2	**G2 MESSAGE REMOTE 2** Module	**MR2**	$ 1,525.00	**$ 1,372.50**	**$ 2,745.00**	
SP8b	Ea	USDD	8	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,260.00	**$ 1,134.00**	**$ 9,072.00**	
SP9b	Ea	USDD	3	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	**$ 67.50**	**$ 202.50**	
SP9d	Ea	TBD	3	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 390.00	**$ 351.00**	**$ 1,053.00**	
SP10a	Ea	USDD	8	**G2 ROOM REMOTE 2** Module	**RR2**	$ 2,167.00	**$ 1,950.30**	**$ 15,602.40**	
SP11a	Ea	USDD	37	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	**$ 336.60**	**$ 12,454.20**	
SP12a	Ea	USDD	2	**G2 SPEAKER - OmniAlertStrobe**	**SPK-OAS**	$ 1,050.00	**$ 945.00**	**$ 1,890.00**	
SP15	Ea	USDD	1	**G2 Strobe Light** / Red LED	**STR**	$ 661.50	**$ 595.35**	**$ 595.35**	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	**Station Installation by: E1 Audiovisual Technologies**	**ST-INST**	$ 66,069.04	**$ 59,462.14**	**$ 59,462.14**	
SS3	Ea	USDD	1	**Station Configuration & Start-Up**	**ST-SU**	$ 2,395.17	**$ 2,155.65**	**$ 2,155.65**	
SS4	Ea	USDD	1	**Station Project Management**	**ST-PM**	$ 2,053.00	**$ 1,847.70**	**$ 1,847.70**	
SS5	Ea	USDD	1	**Station Engineering / Design Services**	**ST-ES**	$ 410.60	**$ 369.54**	**$ 369.54**	
SS6	Ea	USDD	1	**Station Documentation**	**ST-DM**	$ 59.88	**$ 53.89**	**$ 53.89**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	**[STANDARD] 1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	**RS-1YR-STD**	$ 8,554.17	**$ 7,698.75**	NO CHARGE	

OXNARD FS07 SYSTEM		
	System:	**$ 140,876.45**
	Shipping:	**$ 1,851.00**
	Warranty & Support:	**$ -**
	Estimated Taxes:	**$ 7,121.35**
	STATION SUBTOTAL:	**$ 149,848.80**

Quote SUBMITTED TO:
OXNARD, CA
OXNARD FIRE DEPARTMENT

REF PROPOSAL
CA_OXND014 v1 **STATION-LEVEL**

OXNARD FS08 SYSTEM

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.CA_OXND.FS07FS08.FSA.2024.06.10

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,102.50	**$ 992.25**	**$ 992.25**	
SL2	Ea/Yr	USDD	24	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX are **offered at $0.00 cost each**	**G2-APP-DLI**	$ 124.50	**$ 112.05**	**NO CHARGE**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 23,272.50	**$ 20,945.25**	**$ 20,945.25**	
SC2	Kit	USDD	1	**G2 EXPANSION KIT** - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$ 7,838.00	**$ 7,054.20**	**$ 7,054.20**	
SC3a	Kit	USDD	2	Rack Mount Ears for ATX or EXP	ATX-E	$ 74.00	**$ 66.60**	**$ 133.20**	
SC4a	Ea	TBD	2	ATX UPS, Standard	UPS-STD	$ 988.00	**$ 889.20**	**$ 1,778.40**	
SC4b	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 75.00	**$ 67.50**	**$ 135.00**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP2	Ea	USDD	4	**G2 COLOR INDICATOR REMOTE**	**CIR**	$ 949.00	**$ 854.10**	**$ 3,416.40**	
SP2b	Ea	USDD	4	**COLOR INDICATOR REMOTE BACK BOX**	**CIR-SMB**	$ 165.50	**$ 148.95**	**$ 595.80**	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	$ 126.50	**$ 113.85**	**$ 113.85**	
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	$ 126.50	**$ 113.85**	**$ 113.85**	
SP7	Ea	USDD	2	**G2 MESSAGE REMOTE 2** Module	**MR2**	$ 1,525.00	**$ 1,372.50**	**$ 2,745.00**	
SP8b	Ea	USDD	10	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,260.00	**$ 1,134.00**	**$ 11,340.00**	
SP9b	Ea	USDD	4	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	**$ 67.50**	**$ 270.00**	
SP9d	Ea	TBD	4	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 390.00	**$ 351.00**	**$ 1,404.00**	
SP10a	Ea	USDD	12	**G2 ROOM REMOTE 2** Module	**RR2**	$ 2,167.00	**$ 1,950.30**	**$ 23,403.60**	
SP11a	Ea	USDD	48	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	**$ 336.60**	**$ 16,156.80**	

SP12a	Ea	USDD	**2**	**G2 SPEAKER - OmniAlertStrobe**	**SPK-OAS**	$ 1,050.00	**$ 945.00**	**$ 1,890.00**	
SP14	Ea	USDD	**3**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	**$ 336.38**	**$ 1,009.13**	
SP15	Ea	USDD	**1**	**G2 Strobe Light** / Red LED	**STR**	$ 661.50	**$ 595.35**	**$ 595.35**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**1**	**Station Installation by: E1 Audiovisual Technologies**	**ST-INST**	$ 66,069.04	**$ 59,462.14**	**$ 59,462.14**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 2,509.12	**$ 2,258.21**	**$ 2,258.21**	
SS4	Ea	USDD	**1**	**Station Project Management**	**ST-PM**	$ 1,254.56	**$ 1,129.10**	**$ 1,129.10**	
SS5	Ea	USDD	**1**	**Station Engineering / Design Services**	**ST-ES**	$ 439.10	**$ 395.19**	**$ 395.19**	
SS6	Ea	USDD	**1**	**Station Documentation**	**ST-DM**	$ 60.64	**$ 54.57**	**$ 54.57**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	**1.5**	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	**RS-1YR-STD**	$ 10,454.68	**$ 9,409.21**	NO CHARGE	

OXNARD FS08 SYSTEM		
	System:	**$ 157,391.29**
	Shipping:	**$ 2,320.00**
	Warranty & Support:	**$ -**
	Estimated Taxes:	**$ 9,644.44**
	STATION SUBTOTAL:	**$ 169,355.73**

Quote SUBMITTED TO:
OXNARD, CA
OXNARD FIRE DEPARTMENT

REF PROPOSAL
CA_OXND014 v1

Section Totals

SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE $US]

STATION-LEVEL SUBTOTAL		**319,204.52**
Includes:	OXNARD FS07 SYSTEM SYSTEM:	142,727.45
	OXNARD FS07 SYSTEM WARRANTY & SUPPORT:	-
	OXNARD FS07 SYSTEM ESTIMATED TAX:	7,121.35
Includes:	OXNARD FS08 SYSTEM SYSTEM:	159,711.29
	OXNARD FS08 SYSTEM WARRANTY & SUPPORT:	-
	OXNARD FS08 SYSTEM ESTIMATED TAX:	9,644.44
Notes:	**Two (2) Station Systems** currently included in this proposal with installation by E1 Audiovisual Technologies	

Total: $ 319,204.52

A. The above schedule of compensation includes cost of materials, demolition, removal of current alerting system, software, support, warranty, installation, construction and labor rates (journeyman and/or apprentice).

B. Change Orders. Any deviation from the amounts as set forth in the above schedule of compensation must be prepared in writing by Contractor as a Change Order Request, which shall include the reason for the change in work, the change in the amount of compensation due, and supporting documentation. The Change Order Request is subject to City Approval. If a Change Order Request is approved, the City will issue a Change Order and the Contractor may proceed with the requested change. Contractor shall submit an updated invoice in accordance with Section 5 of the Contract for all approved Change Orders.

EXHIBIT D

FORM INS-A: 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.

3/25

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER **CITY OF OXNARD % Evident ID, Inc.** **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

c. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

d. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1

DATE: April 1, 2025

TO: City Council

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

SUBJECT: Resolution Acknowledging Receipt of the Fire Chief's Report on State-Mandated Fire Inspections. (15 minutes)

RECOMMENDATION

That the City Council adopt a resolution acknowledging receipt of the report prepared by the Oxnard Fire Department's Fire Chief regarding State-mandated inspections of specified occupancies, as required by Sections 13146.2 and 13146.3 of the California Health and Safety Code.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 11, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/VSUet5Hut-g

BACKGROUND

California Health and Safety Code Sections 13146.2 and 13146.3 require fire departments to conduct annual fire inspections for specific occupancy types, including public and private schools, hotels, motels, lodging houses, apartment buildings, and residential care facilities. Section 13146.4 further mandates that the administering authority, such as the City Council, formally acknowledge receipt of the compliance report through a resolution.

The importance of these inspections was underscored by the 2016 "Ghost Ship" warehouse fire in Oakland, which resulted in 36 fatalities. This tragedy highlighted gaps in reporting and accountability for fire inspections. Investigations into this tragic incident revealed that although the State required annual inspections for various occupancies, the inspection reports were not required to be reported to any governing body. In response, Senate Bill 1205 (SB 1205), signed into law on September 27, 2018, requires fire departments to submit annual inspection reports for acknowledgment by their governing bodies.

DISCUSSION

The attached resolution and its adoption will serve as a formal document to fulfill the annual fire inspection reporting requirements pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code. According to this law, annual fire and life safety inspections and reporting must be conducted on two groups of occupancies: Educational Group E and Residential Group R. Educational Group E occupancies consist of public and private schools used by more than six persons at one time for educational purposes through the 12th grade. Furthermore, Residential Group R occupancies encompass those containing sleeping units such as hotels, motels, lodging homes, and apartments (three units or more), including residential care facilities.

In accordance with these requirements, the Oxnard Fire Department has completed fire and life safety inspections for the 2024 reporting period. The results are as follows:

- Educational Group E Occupancies:
  - Total inspected: 63 buildings
  - Compliance rate: 100%
- Residential Group R Occupancies:
  - Total inspected: 646 buildings
  - Compliance rate: 38%

The City Council's acknowledgment of this report ensures transparency and compliance with state law. Copies of individual inspection reports are available to the public upon request.

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.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 11, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alexander Hamilton, Fire Chief, Fara Ravan, Administrative Services Support Supervisor

ATTACHMENTS

1. SB 1205 Resolution
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION ACKNOWLEDGING RECEIPT OF THE OXNARD FIRE DEPARTMENT'S INSPECTION REPORT UNDER CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 13146.2 AND 13146.3

WHEREAS, on September 27, 2018, the Governor approved Senate Bill 1205 (hereinafter referred to as the "Bill"), which added Section 13146.4 to the California Health and Safety Code; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Oxnard Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, or certain residential care facility for compliance with building standards; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Oxnard Fire Department, that provide fire protection services to report annually to its administering authority on compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Oxnard intends by adoption of this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Oxnard Fire Department's inspection report for the calendar year 2024; and

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

SECTION 1. The City Council of the City of Oxnard expressly acknowledges receipt of the Oxnard Fire Department's compliance report with California Health & Safety Code Sections 13146.2 and 13146.3 within the jurisdiction of the City, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. Within the City are 63 Group E occupancies, buildings, structures, and/or facilities. During the calendar year 2024, the Oxnard Fire Department completed the annual inspection of all 63 Group E occupancies, buildings, structures, and/or facilities, achieving a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units and include hotels, motels, apartments (three units or more), etc., as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City, there are 646 Group R (and their associated sub-

categories) occupancies of this nature. During the calendar year of 2024, the Oxnard Fire Department completed the annual inspections of 238 Group R occupancies, buildings, structures, and/or facilities, achieving a compliance rate of 38% for this reporting period.

SECTION 2. The City Clerk shall certify the adoption of this Resolution.

PASSED AND ADOPTED this ___ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. McArthur
Mayor

ATTEST:

_____
Lourdes A. López
City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer
City Attorney

CITY OF OXNARD CALIFORNIA

2024 Oxnard Fire Department Update to City Council

2024 By the Numbers

2024 INCIDENTS / RESPONSES:

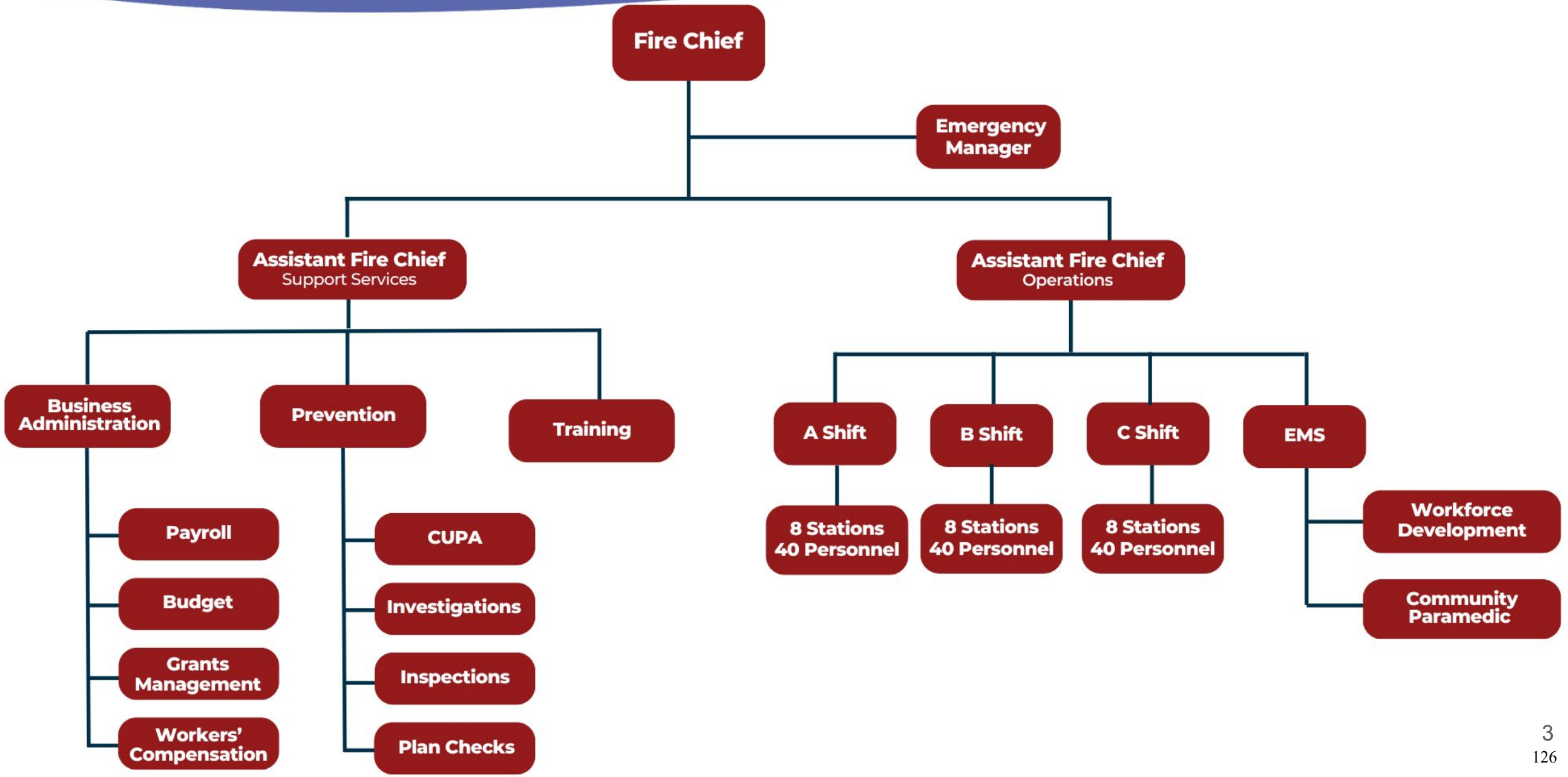
21,719
CALLS FOR SERVICE
INCREASE OF 114 CALLS FROM 2023

763 FIRES
WHICH INCLUDES 125 STRUCTURE FIRES

34,290
UNIT RESPONSES FOR ALL CALL TYPES
INCREASE OF 1,099 FROM 2023

16,830
MEDICAL INCIDENTS
INCREASE OF 213 FROM 2023

Department Organization



Fire Prevention Roles

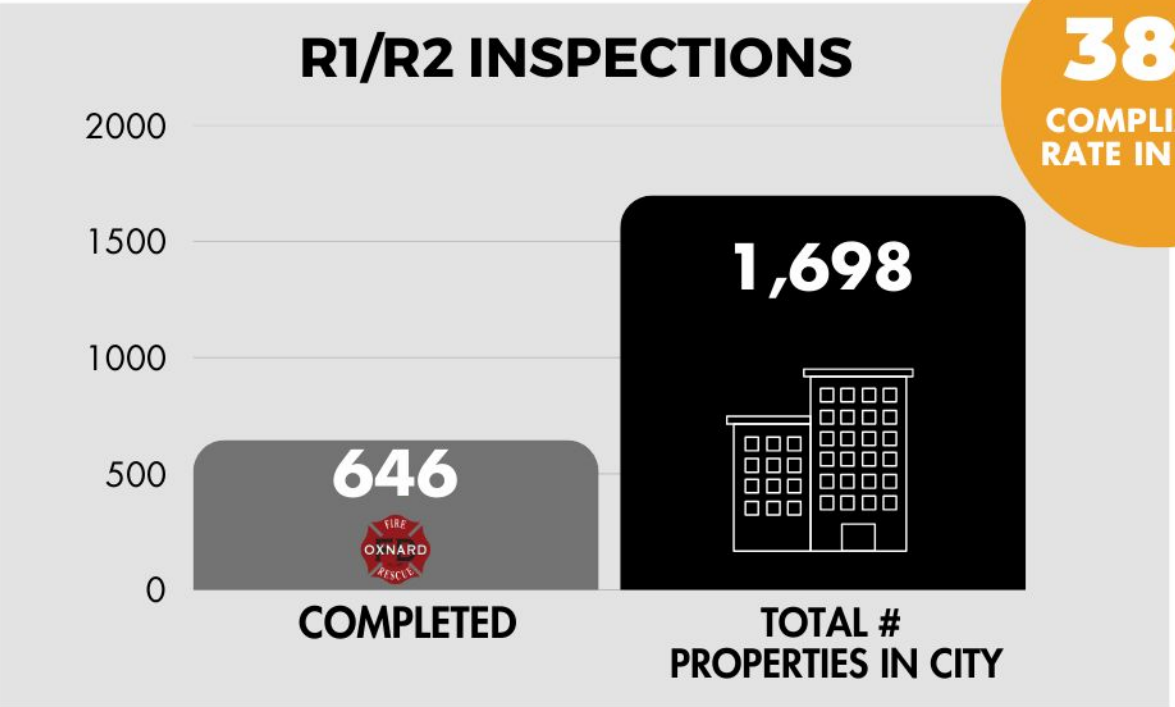
- Enforcement of Fire and Life Safety Codes
- Hazardous Materials Regulation
- Construction Review and Inspections
- Arson and Fire Investigation Services
- Public Education

Senate Bill 1205

2024 STATE MANDATED INSPECTIONS

RESIDENTIAL GROUP R

Occupancies encompass those containing sleeping units such as hotels, motels, lodging homes, and apartments (three units or more), including residential care facilities.

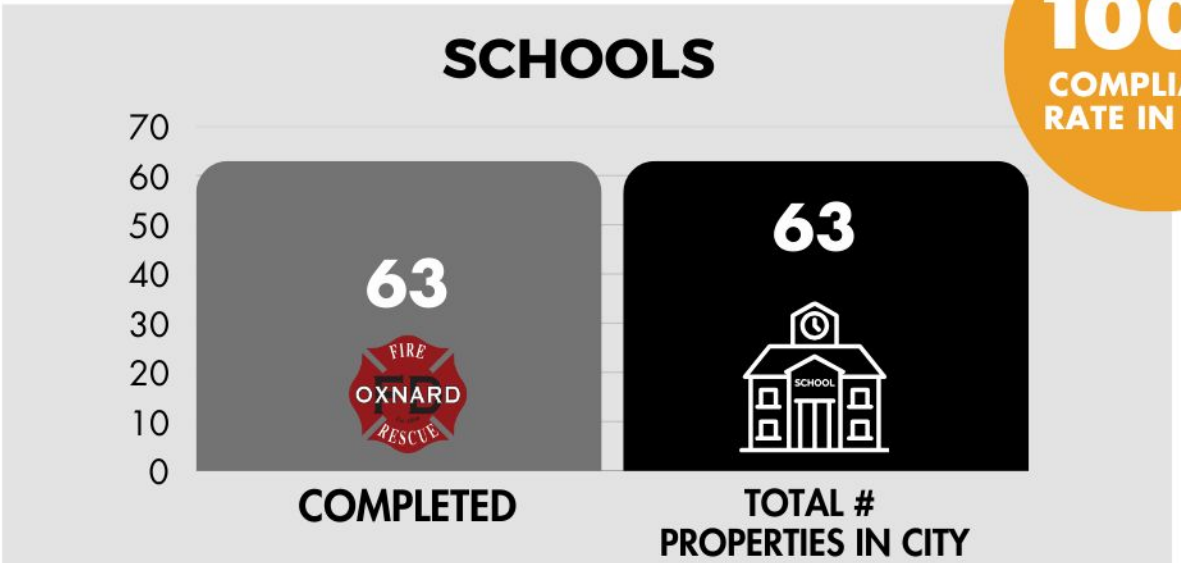


Senate Bill 1205

2024 STATE MANDATED INSPECTIONS

EDUCATIONAL GROUP E

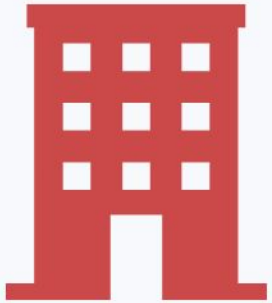
Occupancies consist of public and private schools used by more than six persons at one time for educational purposes through the 12th grade



Fire Prevention - 2024 Highlights

Enforcement of Fire and Life Safety Codes

6,457
IDENTIFIED OCCUPANCIES
in City Building and Business Records



766
INSPECTED IN 2024

3,262
WITH NO RECORD OF INSPECTION

Fire Prevention - 2024 Highlights

Hazardous Materials Regulation (CUPA)

856

BUSINESSES IDENTIFIED

in California Environmental Reporting System

BIENNIAL INSPECTIONS REQUIRED

778

TOTAL INSPECTIONS COMPLETED

Fire Prevention - 2024 Highlights

Construction Review and Inspections

Conducted

709 ANNUAL FIRE INSPECTIONS

to meet state requirements Health and Safety Code Requirements identified in SB1205

Completed:

758 CONSTRUCTION PLAN CHECKS

436 CONSTRUCTION PERMIT INSPECTIONS

Fire Prevention - 2024 Highlights

Arson and Fire Investigation Services

94 FIRES INVESTIGATED

36 DETERMINED INCENDIARY

10 ARSON ARRESTS

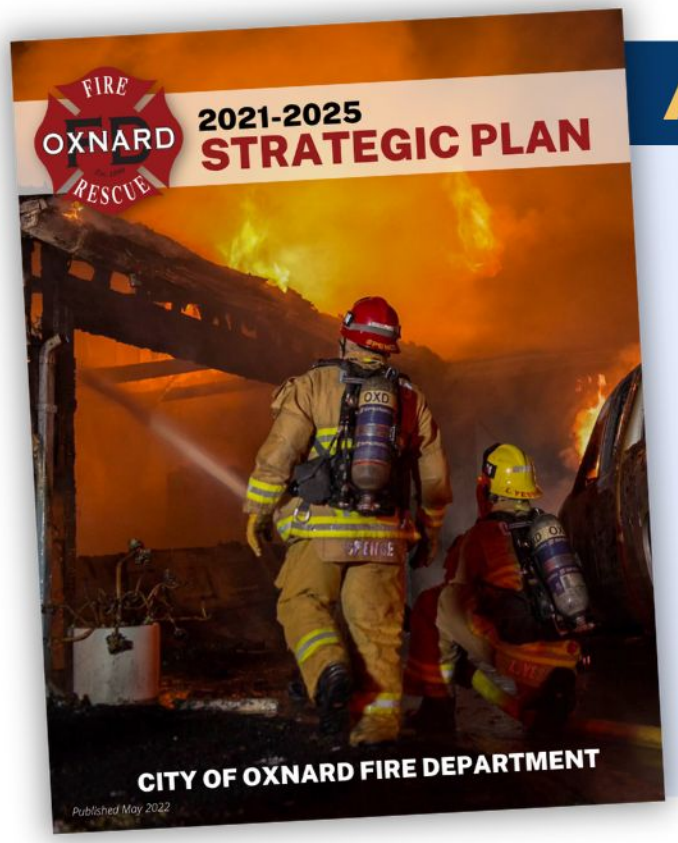
Community Education

SMOKE DETECTOR INSTALLATION PROGRAM | 2024

2,584 smoke detectors installed

2,813 individuals and **749** homes made safer

2021 - 2025 Strategic Plan



ALIGNING WITH COUNCIL PRIORITIES

- Maintain 911 response times
- Maintain fire protection services
- Restore and possibly increase paramedic squads
- Create a modern disaster preparedness program to prepare the City for response and recovery from earthquakes, flooding and other disasters

AB 1168

DEC. 2020

Oxnard City Council votes to **leave the Joint Powers Authority (JPA)**

VC Star.

NEWS

Board extends ambulance pacts despite Oxnard's plan to drop out of county system

County has not sought competitive bids for services in 40 years

Kathleen Wilson Ventura County Star

Published 9:25 a.m. PT Mar. 24, 2021 | Updated 12:15 p.m. PT Mar. 24, 2021

MAR. 2021

Ventura County supervisors extended ambulance agreements

The County's contract would not address Oxnard's response issues for potentially another five years

JUL. 2021

Oxnard city leaders move forward with plan to **provide ambulance services starting July 1**

A court will determine the difference in legal opinion between the City and the County

2022

Court ruled that Oxnard could not leave the County system

Started working and building coalition:

- Senator Monique Limón
- Assemblymember Steve Bennett
- California Professional Firefighters (CPF)
- League of California Cities
- California Fire Chiefs Association (CFCA)

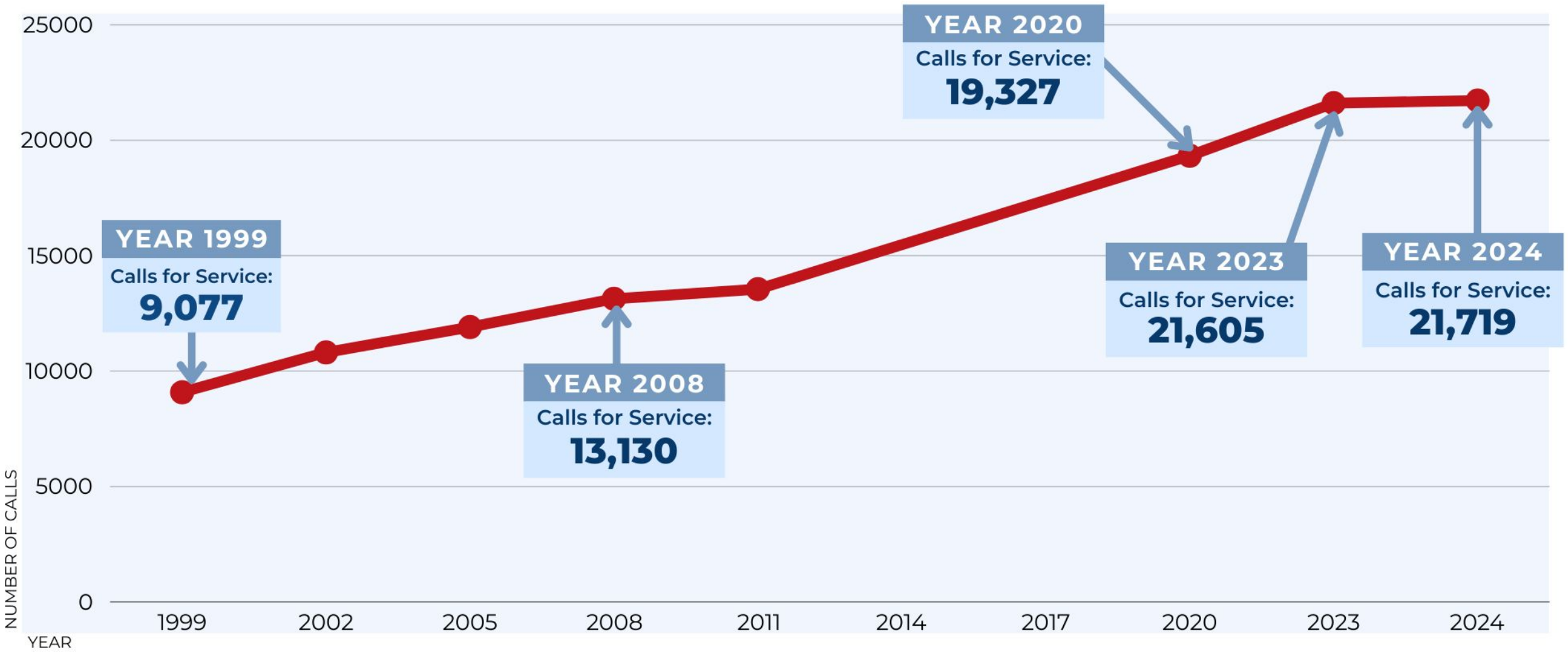
2024

Working on getting legislation passed

Sept. 2024
Bill was vetoed

New Challenges

Calls for Service



Looking Ahead Into 2025

Employee Wellness:
- Cancer prevention
- Behavioral health

Fire Station Replacement:
Replace 3 fire stations to meet the current and future needs of the community

Disaster Preparedness:
- City-wide training
- Further engagement with the community

Workforce Development Opportunities:
- Fostering local talent
- EMS Corps Program

Engine Replacement: 3 new engines ordered in 2022 just going into service; 3 additional apparatus scheduled to be delivered in FY25/26; further vehicle orders in FY 25/26, likely delivered in FY 29/30

Smoke Detector Initiatives: Continue partnerships to install smoke detectors for community members in need

Conclusion

OXNARD FIRE DEPARTMENT
FIRE
OXNARD
FD
RESCUE
Promotional Recognition
&
Award Ceremony

CITY OF OXNARD CALIFORNIA

Questions?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2

DATE: April 1, 2025

TO: City Council

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

SUBJECT: Public Project Agreement 32500449 with Onyx Paving Company, Inc. for Citywide Neighborhood Street Resurfacing Project- Phase I, Specification No. PW 24-135, in the Cabrillo, Sea Air, El Rio West, Rose Park, Pleasant Valley, and Southwinds Neighborhoods. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $7,207,209.50 in Project funds for the Citywide Neighborhood Street Resurfacing Project Phase I, Specification No. PW 24-135;
2. The Mayor to Execute an Agreement with Onyx Paving Company, Inc. in the amount of $6,006,007.50 for the Project and approve a Project contingency amount of $600,601.00 (~10%) with Onyx Paving Company, Inc. for a total not to exceed value of $6,606,608.50 for the Project;
3. A Project allocation amount of $600,601.00 (~10%) for engineering, inspection, survey and project management for the Project;
4. A total amount of budget appropriations of $215,946 consisting of $127,968 from the Water Operating Fund (601), $87,978 from the Wastewater Operating Fund (611)available fund balances, as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts for this Project (C2209); and
5. An unappropriation of $158,998 from the Road Maintenance and Rehabilitation Account (RMRA) Fund (185), as well as the corresponding Capital Outlay Fund (301) appropriation decrease in the same amount for this Project (C2209).

(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/bV5jw1tZn0U

BACKGROUND

The Citywide Neighborhood Street Resurfacing Project, Phase I is part of the ongoing Capital Improvement Program (CIP) project, with the goal of addressing Oxnard's residential road paving needs. It is consistent with the five-phased plan of the Oxnard Citywide Pavement Management Program (PMP) that the City Council approved on April 2, 2024. This present project includes selected streets in the Cabrillo, Sea Air, El Rio West, Rose Park, Pleasant Valley, and Southwinds neighborhoods. The average Pavement Condition Index (PCI) for these neighborhoods is 30-40, indicating that the majority of the streets within these areas have reached a point in their lifecycles such that corrective work is required. Mill-and-overlay asphalt paving will be used for this heavier corrective work, while pavement preservation methods in the form of slurry seals will be applied to road segments that are not as deteriorated. Consistent with the reasoning provided in the PMP presentation staff gave to the City Council on April 2, 2024, approximately 23% of the work is pavement preservation.

Capital Improvement Program (CIP) Reference:

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

DISCUSSION

A Notice Inviting Formal Bids (NIFB) for this project was published on January 9, 2025, in a local newspaper (Vida), in addition to multiple online platforms and bid boards. Also, the NIFB was distributed directly to 30 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were opened on February 11, 2025, and the City received the following:

Onyx Paving Company, Inc.: $6,006,007.50
Toro Enterprises Inc.: $6,128,564.60
Granite Construction Company: $8,218,495.05
C.A. Rasmussen, Inc.: $10,752,944.70

The lowest bidder was Onyx Paving Company, Inc. (Onyx Paving) and, after review, its bid was found responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Onyx Paving and its subcontractors. Staff verified the contractor's possession of required valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for any reported safety violations, and verified the company's current registration with the California Department of Industrial Relations (DIR). Based upon this research, staff believes that the contractor is compliant with City business requirements, and is capable of completing the project in a satisfactory manner. Staff recommends that the City Council award a contract for this project to Onyx Paving Company, Inc.

The base bid of the project generally includes work items to remove the deteriorated roadway and install new asphalt, including related activities such as pavement striping and concrete, and ADA-compliant curb ramps. Additionally, the bid schedule requested pricing for possible additive items. These are for work that, at the time of advertising, is considered desirable but optional, and contingent on the base bid pricing received. For this project, there were a total of two additive items that expand the amount of roadways to be treated with slurry seals. The lowest bidder's unit price for slurry seal was reasonable based upon recent bids received for similar work and allows for the expansion of an additional 21% of centerline miles. Because of the favorable bid received, staff recommends the City Council award a contract to include the base bid plus the additive items.

In addition to the project award amount of $6,006,007.50, Staff recommends authorizing $600,601.00 for project contingency work (~10% of the contract costs) and $600,601.00 for the cost of engineering services and City staff support (~10% of the contract cost). Engineering services include the following activities required during construction: engineering support, inspection, survey work, and project management.

The work is tentatively scheduled to begin in May of 2025 and continue into November 2025 (120 working days), absent any delays associated with supply chain issues, unforeseen site conditions, or weather. Staff will work closely with the Cabrillo, Sea Air, El Rio West, Rose Park, Pleasant Valley, and Southwinds Neighborhood Councils, if active, to keep them informed of the work schedule, and will also interact closely with residents that are directly affected by the project to keep them informed of the project's schedule and progress. General project information will be disseminated to help keep the public informed as well.

It should be noted that, originally, the next neighborhood paving project phased to begin was La Colonia Phase III. However, due to right-of-way (ROW) disagreements with seven property owners, the project has been delayed. Public Works staff is confident that the City's rights-of-way are clearly defined, and that these properties have fences clearly encroaching onto City ROW. However, staff will continue to work with these owners, with the goal of resolving these outstanding issues so the La Colonia III paving project can progress. In the meantime, instead of holding up all neighborhood paving projects pending resolution of these ROW issues, staff has moved forward with the next phase of neighborhood paving locations, which is the present project.

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 $7,207,209.50 which includes the construction agreement, contingency and project allocation. The Neighborhood Street Resurfacing (Project C2209) is funded by the General Fund (101), Measure O (104), Street Maintenance Fund (105) , Road Maintenance and Rehabilitation Account (RMRA) Fund (185), and State Grant Fund (210). There is currently an available project budget allocation of approximately $11.1M among all respective funds. Additionally, budget appropriations of $127,968 from the Water Operating Fund (601) and $87,978 from the Wastewater Operating Fund (611) are requested to cover the cost of moving their respective utilities during this project.

Appropriations from the Water and Wastewater fund are being requested to cover the costs associated with relocating their respective utility service infrastructure, including water valve covers and sewer maintenance hole covers.

Additionally, staff is recommending a decrease in appropriations from the RMRA Fund (185) in this Project to offset the grant award from CalRecycle by $158,998 for use in this Project. On September 21, 2021, the Council approved a State grant application for the CalRecycle Rubberized Pavement Program to be used for street projects. Since then, the City has been awarded $249,998 from CalRecyle, which is to offset appropriated funding for street projects (arterials and neighborhoods). Therefore, the pro rata amount of $158,998 will be unappropriated from the RMRA Fund (185) for this project and will be offset by the same amount from the CalRecycle award.

There is a possibility for the use of Tax Allocation Bonds Proceeds (TAB) Southwinds funding for this project since part of the project is within the Southwinds project area. As such, a future staff report may be presented to the Council for consideration.

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

FUNDING SOURCE	AVAILABLE PROJECT BUDGET	PROPOSED APPROPRIATIONS	NEW AVAILABLE PROJECT BUDGET
General Fund (101)	$1,661,000	$0	$1,661,000
Measure O (104)	$7,189,000	$0	$7,189,000
Street Maintenance Fund (105)	$102,000	$0	$102,000
RMRA Fund (185)	$2,000,000	-$158,998	$1,841,002
State Grant Fund (210)	$158,998	$0	$158,998
Water Operating Fund (601)	$0	$127,968	$127,968
Wastewater Operating Fund (611)	$0	$87,978	$87,978
TOTAL	**$11,110,998**	**$56,948**	**$11,167,946**

COMMITTEE OUTCOME

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

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500449 - Onyx Paving PW 24-135 Citywide Neighborhood
2. September 21, 2021 Council Agenda Report
3. Presentation

CONSTRUCTION CONTRACT FOR CITYWIDE NEIGHBORHOOD STREET RESURFACING PROJECT – PHASE I SPECIFICATION NO. PW 24-135

BY AND BETWEEN THE CITY OF OXNARD

AND ONYX PAVING COMPANY, INC.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and ONYX PAVING COMPANY, INC. ("Contractor"). Contractor's license number is 630360. 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 CITYWIDE NEIGHBORHOOD STREET RESURFACING PROJECT – PHASE I as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 24-135 (the "Project"); and

WHEREAS, on January 9, 2025, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

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

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

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

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

1. RECITALS

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

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 and 24 with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Regulatory Permits from other agencies or as may otherwise be required by law;
4. Bid Addenda issued by the City;
5. Notice Inviting Bids and Instructions to Bidders;
6. Plans
7. Special Provisions
8. General Provisions
9. City Standard Plans, including Appendices
10. SSP
11. Green Book
12. Reference Specifications
13. Bid Forms and attachment thereto;
14. Performance Bond;
15. 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 six million, six thousand seven dollars and fifty cents, ($6,006,007.50) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of one hundred twenty (120) 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 affected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
   1. Immediately discontinue the Work to the extent specified in the notice.
   2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
   3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
   4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

C. Upon such termination, the Contractor will be paid without duplication for:
   1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
   2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
   3. Reasonable expenses directly attributable to termination.

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

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

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

9. TERMINATION FOR CONTRACTOR'S DEFAULT

A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

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

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

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

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

C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct; and

   b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

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

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

D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.

F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.

G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars ($200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of three thousand, three hundred and fifty dollars ($3,350.00) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

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

13. WORKERS' COMPENSATION CERTIFICATION

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

14. INSURANCE

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

15. [RESERVED]

16. TIME OF THE ESSENCE

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

17. INDEMNIFICATION

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

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents ,volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

18. THIRD PARTY CLAIMS

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

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

Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

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

20. REPORTS; BOOKS AND RECORDS; AUDIT

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

B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in Article V of the Master Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit "B", shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

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

23. ENTIRE AGREEMENT

A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.

B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

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

25. NOTICES

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

TO CITY:	City of Oxnard 305 W. Third Street, East Wing, Third Floor Oxnard, CA 93030
TO CONTRACTOR:	Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim, CA 92806

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

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

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

27. REVIEW BY ATTORNEYS

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

28. BONDS

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

29. CARE OF WORK

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

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

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

32. SUCCESSORS, HEIRS, AND ASSIGNS

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

33. GENDER; PLURAL

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

34. SEVERABILITY

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

35. GOVERNING LAW

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

36. CUMULATIVE REMEDIES

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

37. VENUE

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

38. EFFECTIVENESS OF CONTRACT

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

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

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

40. WAIVER

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

41. INDEPENDENT CONTRACTOR STATUS

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

42. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. Each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

44. ATTORNEY'S FEES

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

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

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

CITY OF OXNARD

☒ Luis Mc Arthur, Mayor[1] Date
☐ Purchasing Agent

ATTEST:

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

APPROVED AS TO FORM:

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

ONYX PAVING COMPANY, INC.

Corey Kirschner, CEO [2] Date

Jay Kirschner, Secretary Date

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

[2] The City requires the following for any contract:

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

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

EXHIBITS

Exhibit A: **Contractors Bid Proposal.**

Exhibit B: **Form INS-G Insurance Requirements.**

Exhibit C: **Iran Contracting Act Certification Form completed by Contractor.**

Exhibit D: **[RESERVED]**

Exhibit E: **[RESERVED]**

Exhibit F: **[RESERVED]**

Bonds

The corresponding exhibits and forms contained within follow.

Exhibit A

BID SCHEDULE

CITYWIDE NEIGHBORHOOD STREET RESURFACING PROJECT – PHASE I
SPECIFICATION NO. PW 24-135

Bidder's Company Name: ONYX PAVING COMPANY, INC.

To the Honorable Mayor and Members of the City Council:

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

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (not to exceed 5% of the Total Bid Price)	1001-3	LS	LUMP SUM	287,092.59	287,092.59
2	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	555,000	555,000
3	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	55,000	55,000
4	Cold Mill AC Pavement (2" Max.)	1110-3	SQYD	32,875	3.69	121,308.75
5	Profile Mill AC Pavement (18" Wide)	1110-3	SQFT	1,000	5.55	5,550
6	Unclassified Excavation	1120-4	CY	300	222	66,600
7	Class 2 Aggregate Base	1130-4	TON	200	111	22,200
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	300	222	66,600
9	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TON	200	222	44,400
10	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	110	444	48,840
11	Asphalt Rubber Aggregate Membrane (ARAM)	1151-5	SQYD	145,500	5.55	807,525

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
12	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TON	6,100	169	1,030,900
13	Crack Seal	1155-4	LB	7,000	5	35,000
14	Slurry Seal Type II (RAP)	1160-6	SQYD	163,000	2.75	448,250
15	Remove And Replace PCC Sidewalk, 4" Thick	1174-6	SQFT	23,500	17	399,500
16	Remove And Replace PCC Commercial Driveway, 8" Thick	1174-6	SQFT	1,352	37	50,024
17	Remove And Replace PCC Residential Driveway, 6" Thick	1174-6	SQFT	500	33	16,500
18	Grind PCC Pavement	1174-6	SQFT	300	~~37~~ 55	~~11,000~~ ~~16,550~~ 16,500
19	Remove And Replace PCC Cross Gutter And Spandrel	1174-6	SQFT	3,000	~~123~~ 37	~~184,500~~ 111,000
20	Remove And Replace PCC Curb & Gutter (Type A2-6)	1174-6	LF	1,500	~~123~~ 123	~~154,900~~ 184,500
21	Install 24" Root Barrier Panel	1174-6	LF	1,300	~~26~~ 123	~~923,000~~ 159,900
22	Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles, 4" Thick	1174-6	SQFT	35,500	~~1,333~~ 26	~~106,640~~ 923,000
23	Adjust Water Valve Frame And Cover To Finished Grade	1185-4	EA	80	~~1,333~~ 1,333	~~73,315~~ 106,640
24	Adjust Manhole Frame And Cover To Finished Grade	1185-4	EA	55	1,333	~~23,994~~ 73,315
25	Adjust Survey Monument Frame & Cover To Finished Grade	1185-4	EA	18	1,333	~~6,665~~ 23,994
26	Adjust Utility Box Frame And Cover To Finished Grade	1187-4	EA	5	~~22~~ 1,333	~~14,800~~ 6665
27	Remove And Replace AC Speed Hump (12' X Width) Complete-In Place	1192-5	SQFT	900	~~55~~ 22	~~8,250~~ 19,800
28	Remove And Replace PCC Local Depression For Side Opening Catch Basin Per City Std Plate 509	1192-5	SQFT	150	55	8,250

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
29	Install Pavement Markings in Thermoplastic	1515-4	SQFT	5,800	6	34,800
30	Install Detail 22 In Thermoplastic	1515-4	LF	2,882	3.75	10,800 *
31	Install Detail 38 In Thermoplastic	1515-4	LF	160	3.15	504
32	Paint Curb Red (2-Coat)	1515-4	LF	2,500	1.60	4,000
33	Install Blue RPM	1515-4	EA	165	8.50	1,402.50
34	Install Type E Loop Detector	1520-23	EA	9	888	7,992
35	Install Or Remove & Replace Street Name Sign Per City Std Plate 204/205	1530-4	EA	30	265	7,950
36	Install Or Remove & Replace Sign Post Per City Std Plate 203/204	1530-4	EA	83	185	15,355
37	Remove, Relocate, Or Re-Install Street Name Sign And/Or Traffic Sign Per City Std Plate 204/205	1530-4	EA	170	105	17,850
38	Furnish And Install Detectable Warning Surface Tiles	1905-4	SQFT	950	88	83,600
					TOTAL BASE AMOUNT: $	5,878,107.84 *

ADDITIVE ITEMS:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
~~1~~	~~Remove And Replace PCC Residential Driveway, 6" Thick~~	~~1174-6~~	~~SQFT~~	~~500~~		
~~2~~	~~Grind PCC Pavement~~	~~1174-6~~	~~SQFT~~	~~300~~		
1	Slurry Seal Type II (RAP)	1160-6	SQYD	45,934	2.24	102,892.16
2	Crack Seal	1155-4	LB	5,000	5	25,000
					TOTAL ADDITIVE ITEMS:	$ 127,892.16

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: $ 6,006,000 *

TOTAL BID PRICE IN WORDS: six million and six thousand dollars even

Bidder's Name (Company): ONYX PAVING COMPANY, INC.

Signature: _____ Title: CEO

Print: COREY R. KIRSCHNER Date: 2/7/2025

*** Corrections to mathematical calculations submitted.**

Contract award amount is $6,006,007.50 which is the total of corrected Base Amount $5,878,115.34 plus Additive items $127,892.16

EXHIBIT B

FORM INS-G: INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER	**CANCELLATION**
CITY OF OXNARD % Evident ID, Inc. **8520 Allison Pointe Blvd. Ste 223** **PMB 5210** **Indianapolis, Indiana 462500-4299 US**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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: Underwriters 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 insureds 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 INSUREDS 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 _____

INS-G.doc

EXHIBIT C

CITY OF OXNARD
CITYWIDE NEIGHBORHOOD STREET RESURFACING PROJECT – PHASE I
SPECIFICATION NO. PW 24-135

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH BID)

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed): ONYX PAVING COMPANY, INC.

Federal ID Number (or n/a): 33-0394344

By (Authorized Signature):

COREY R. KIRSCHNER - CEO
Printed Name & Title of Person Signing:

2/7/2025
Date Executed

Executed in the County of ORANGE in the State of CALIFORNIA

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

EXHIBIT D

RESERVED

EXHIBIT E

RESERVED

EXHIBIT F

RESERVED

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 Onyx Paving Company, Inc., 2890 E. La Cresta Avenue, Anaheim, CA 92806 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as CITYWIDE NEIGHBORHOOD STREET RESURFACING PROJECT – PHASE I SPECIFICATION NO. PW 24-135.

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 six million, six thousand seven dollars and fifty cents, ($6,006,007.50), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	By: _____
	Its_____

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to Onyx Paving Company, Inc., 2890 E. La Cresta Avenue, Anaheim, CA 92806 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as CITYWIDE NEIGHBORHOOD STREET RESURFACING PROJECT – PHASE I SPECIFICATION NO. PW 24-135.

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 six million, six thousand seven dollars and fifty cents, ($6,006,007.50), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
	By: _____
	Its _____

(Seal)

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 OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: September 21, 2021

TO: City Council

FROM: Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

SUBJECT: CalRecycle Rubberized Pavement Grant Program Application.

RECOMMENDATION

That City Council adopt a resolution authorizing:

1. The City Manager or Public Works Director, or his/her designee to execute in the name of the City of Oxnard all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed $250,000 in California Department of Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program funds, to be used for the resurfacing of several streets identified in the FY 2021-26 Capital Improvement Plan (CIP);
(This item did not originate in Committee.)

BACKGROUND

The Rubberized Pavement Grant Program provides funds to agencies that use recycled tires when resurfacing roads. There are many advantages to using rubberized asphalt versus conventional asphalt. Rubberized Asphalt Concrete (RAC) incorporates ground tire (crumb) rubber into the hot mix. Crumb rubber is ground or granulated rubber particles, which are derived from auto, light truck or other sources that use a high content of natural rubber. The wet process is typically used in rubberized asphalt within the State of California.

California produces more than 40 million waste tires annually; therefore, there is a significant environmental benefit to using asphalt rubber since a two-inch Rubberized Hot Mix Asphalt (RHMA) overlay consumes about 2,000 scrap tires per lane mile. Over the years, engineers and researchers have found that RHMA is a durable, safe, and quiet paving material, compared with conventional Hot Mix Asphalt. Additionally, it is worth noting that 1 inch of RHMA is equal to 2 inches of conventional hot mix asphalt, which means that this is the preferred material when vertical constraints such as curb and gutter restrict the thickness of the overlay, which we find in many cases throughout the City.

Additional advantages of Rubberized Asphalt Concrete are as follows:

- Rubberized asphalt concrete is highly skid-resistant, quieter and resists shoving and rutting if a gap-graded mix is used.
- Rubberized asphalt concrete provides excellent long-lasting color contrast for striping and marking.
- Rubberized asphalt concrete provides a long-lasting, durable pavement that resists reflective cracking and provides for a smoother ride.

CIP Reference:

Arterial Street Resurfacing - CIP 2021-2026 - Adopted May 18, 2021 – Page 97.

DISCUSSION

The City is eligible to receive a reimbursement of $7 per ton in grant funds for the projects proposed under this funding cycle. With numerous streets that need resurfacing, these grant funds will be used to supplement the costs of resurfacing several streets that are identified in the FY 2021-26 CIP. These streets include sections of the following projects:

-Oxnard Boulevard
-Del Norte Boulevard
-North Ventura Road

There is no requirement for matching funds and the maximum grant award is $250,000. The grant term ends on April 1, 2024, and all eligible program costs must be incurred by this date. If awarded, the grant award is anticipated in December 2021.

For large resurfacing projects, the cost of RAC is about equal to that of traditional asphalt, and there would be cost savings with this reimbursement. However, for smaller projects, the cost is roughly $10 more per ton of rubberized material, but again, this would be offset with this reimbursement.

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 construction cost for the respective streets CIP projects is estimated at approximately $8,872,500 for the total cost of the selected sections of the resurfacing projects. These streets have already been identified for resurfacing under the street maintenance program and are in the CIP, and a mix of General Fund Measure E and RMRA Gas Tax funds have been planned to be appropriated. If the City were to receive a grant award, the grant funds would reduce the amount of General Fund Measure E and RMRA Gas Tax funds that are needed to complete these projects. The grant program only funds a reimbursement of $7 per ton; therefore, the City will be responsible for the remaining cost of $8,622,500 after the $250,000 grant award. Upon grant award, staff will recognize and appropriate the grant award to the eligible resurfacing project(s).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist, Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Resolution - Grantor

Public Project Agreement 32500449 with Onyx Paving Company, Inc. for Citywide Neighborhood Street Resurfacing Project- Phase I, Specification No. PW 24-135, in the Cabrillo, Sea Air, El Rio West, Rose Park, Pleasant Valley, and Southwinds Neighborhoods

City Council
April 1, 2025

Morgan Kessler
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council approve and authorize:

1. A total of $7,207,209.50 in Project funds for the Citywide Neighborhood Street Resurfacing Project Phase I, Specification No. PW 24-135;
2. The Mayor to Execute an Agreement with Onyx Paving Company, Inc. in the amount of $6,006,007.50 for the Project and approve a Project contingency amount of $600,601.00 (~10%) with Onyx Paving Company, Inc. for a total not to exceed value of $6,606,608.50 for the Project;
3. A Project allocation amount of $600,601.00 (~10%) for engineering, inspection, survey and project management for the Project;

RECOMMENDATION

That the City Council approve and authorize:

4. A total amount of budget appropriations of $215,946 consisting of $127,968 from the Water Operating Fund (601), $87,978 from the Wastewater Operating Fund (611) available fund balances, as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts for this Project (C2209); and
5. An unappropriation of $158,998 from the Road Maintenance and Rehabilitation Account (RMRA) Fund (185), as well as the corresponding Capital Outlay Fund (301) appropriation decrease in the same amount for this Project (C2209).

BACKGROUND

Citywide Neighborhood Street Resurfacing Project - Phase I

- This project is part of the ongoing Capital Improvement Program (CIP)
- Consistent with the five-phased plan of the Oxnard Citywide Pavement Management Program (PMP) that the City Council approved on April 2, 2024.
- This project includes selected streets in the following neighborhoods:

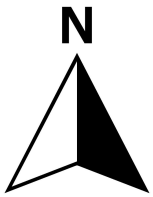
1. Cabrillo
2. Sea Air
3. El Rio West
4. Rose Park
5. Pleasant Valley
6. South Winds

BACKGROUND

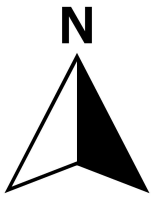
- The average Pavement Condition Index (PCI) for the streets in this project is 30-40.

- Corrective work is required on these streets.
  - Mill-and-overlay asphalt paving will be used for the heavier corrective work.
  - Pavement preservation methods in the form of slurry seals will be applied to road segments that are not as deteriorated.
  - Approximately 23% of the work is pavement preservation.

Cabrillo Neighborhood Project Map Area



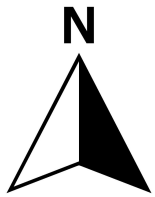
Sea Air Neighborhood Project Map Area

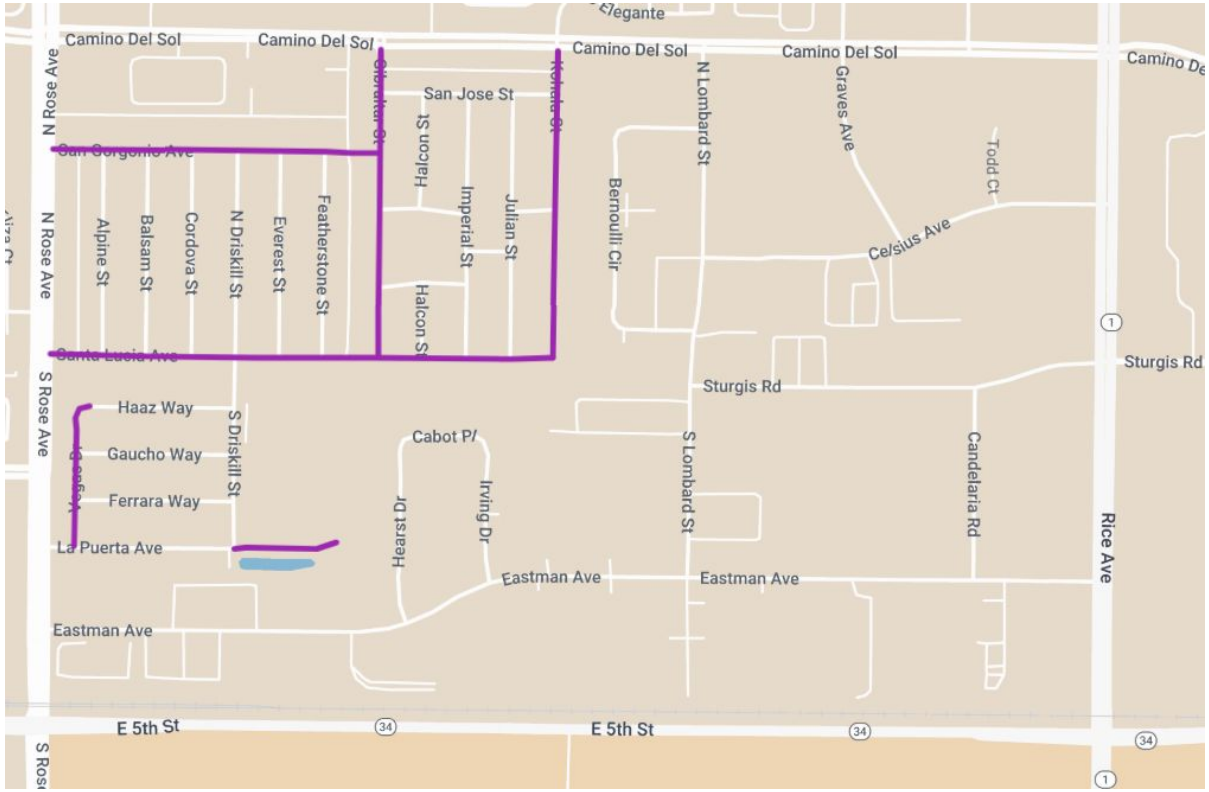


El Rio West Neighborhood Project Map Area

N

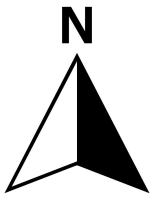
Rose Park Neighborhood Project Map Area





Pleasant Valley Neighborhood Project Map Area

South Winds Neighborhood Project Map Area



DISCUSSION

- Notice Inviting Formal Bids (NIFB) was published on January 9, 2025, in a local newspaper (Vida),
- Also published in multiple online platforms and bid boards.
- Directly distributed to 30 contractors who have registered with the City.

All bids were opened on February 11, 2025:

- Onyx Paving Company, Inc.: $6,006,007.50
- Toro Enterprises Inc.: $6,128,564.60
- Granite Construction Company: $8,218,495.05
- C.A. Rasmussen, Inc.: $10,752,944.70

DISCUSSION

- The lowest bidder was Onyx Paving Company, Inc. (Onyx Paving)
- This contractor is compliant with City business requirements.
- Staff recommends that the City Council award a contract for this project to Onyx Paving Company, Inc.

DISCUSSION

Total cost for the Project is **$7,207,209.50** which includes:

- Agreement 32500449 with Onyx Paving Company, Inc. in the amount of **$6,006,007.50**
- Contingency of **$600,601.00 (~10%)**
- Engineering, inspection, survey and project management (EISPM) of **$600,601.00 (~10%)**

DISCUSSION

- Originally, the next neighborhood paving project was scheduled to be La Colonia Phase III.
  - Right-of-way disagreements with seven property owners have delayed this work.
  - Staff is working to resolve these issues
- In the meantime to not delay work, staff has moved forward with the next phase of neighborhood paving locations.

FINANCIAL IMPACT

This project is funded with:

- General Fund (101)
- Measure O (104)
- Street Maintenance Fund (105)
- State Grant Funds (210)
- Road Maintenance and Rehabilitation Account (RMRA) Fund (185).

Plus budget appropriations of:

- $127,968 from the Water Operating Fund (601)
- $87,978 from the Wastewater Operating Fund (611)

There is a possibility for the use of Tax Allocation Bonds Proceeds (TAB) Southwinds funding for this project since part of the project is within the Southwinds project area. As such, a future staff report may be presented to the Council for consideration.

FINANCIAL IMPACT

- Staff is recommending a decrease in appropriations from the RMRA Fund (185) in this Project to offset the grant award from CalRecycle by $158,998 for use in this Project. On September 21, 2021, the Council approved a State grant application for the CalRecycle Rubberized Pavement Program to be used for street projects.

- The pro rata grant award amount of $158,998 will be unappropriated from the RMRA Fund (185) for this project and will be offset by the same amount from the CalRecycle award.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.3

DATE: April 1, 2025

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Committee Bylaws Revision. (10 minutes)

RECOMMENDATION

That the City Council adopt a resolution amending the bylaws for City Council committees.

(The Finance and Governance Committee approved 3-0 on March 11, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/EqQq-T7yMhs

BACKGROUND

Oxnard City Code Section 2-1.1 establishes the following City Council committees ("the Committees") consisting of three City Council members per committee, appointed by the Mayor and approved by at least four City Council members: Finance and Governance Committee, Public Works and Transportation Committee, and Community Services, Public Safety and Housing and Economic Development Committee. Section 2-1.1 provides that the City Council shall adopt bylaws setting forth the powers and duties of the Committees.

On December 3, 2019, the City Council adopted Resolution 15,286, establishing Committee bylaws. If adopted, the proposed resolution would make the following changes to the bylaws:

1. Identify three committees instead of the original five: Finance and Governance, Public Works and Transportation, and Community Services, Public Safety, and Economic Development. Measure M, adopted by voters in 2020, established that meetings of the City's legislative bodies could not begin until after 5 p.m. This change made it difficult to hold five meaningful committee meetings (with good discussion and public input) on a Tuesday night. As a result, the number of committees was reduced from five to three, combining the Community Services, Public Safety, and Housing and Economic Development committees into one;

2. Adding the following exceptions (items that can be considered by the City Council without input from the Committees): Capital Improvement Projects ("CIP") identified in the Council-approved CIP book (including all CIP-related items and procurement for the projects), items related to routine and recurring maintenance necessary to keep public facilities operable that have a financial impact under $500,000, and items that are only to be received and filed by the City Council;

3. Specifying that a committee member may be reappointed to a committee once their term ends;

4. Modifying the meeting times for the Committees: Finance and Governance from 5:00 to 6:30 p.m., Public Works and Transportation from 6:45 to 8:15 p.m., and Community Services, Public Safety, Housing, and Economic Development from 8:30 to 10:00 p.m.

5. Updating the rules of order from Rosenberg's to Robert's; and

6. Making clerical corrections.

On March 11, 2025, the Finance and Governance Committee recommended 3-0 that the City Council adopt the proposed resolution with the following exception added to Article II Section D 3. "i. Items that are only to be received and filed by the City Council."

If approved by the City Council, the updated bylaws would take effect immediately.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

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

Prepared by: Eric Sonstegard, Assistant City Manager, Kenneth Rozell, Chief Assistant City Attorney, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. Presentation-Committee Bylaws Revision
2. Bylaws_ City Council Committees
3. Redline_Draft_Bylaws_ City Council Committees_

Committee Bylaws Revision
April 1, 2025

City Council Meeting
Presented by:
Eric S. Sonstegard, City of Oxnard
Assistant City Manager

Recommendation

That the City Council:

1. Adopt a resolution amending the bylaws for City Council committees.

Background

- On November 13, 2018, the City Council adopted Ordinance No. 2949 which established five (5) city council committees.
  - Finance & Governance
  - Public Works & Transportation
  - Public Safety
  - Housing & Economic Development
  - Community Services

- On December 3, 2019, the City Council adopted Resolution No. 15,286 that established bylaws for the council committees.

- In November of 2020, voters adopted Measure M that established that meetings of the City's legislative bodies could not begin until after 5:00 p.m. This change made it difficult to hold five (5) meaningful committee meetings on a Tuesday night. As a result, the number of committees was reduced from five to three, combining the Community Services, Public Safety, and Housing & Economic Development into one committee.

Discussion

- A recent review of the Committee bylaws found a series of recommended changes to remain consistent with our current processes:
  - Identify three (3) committees instead of the original five (5).
  - Add the following exceptions for items that can be considered by the City Council without input from the Committees:
    - Capital Improvement Projects ("CIP") identified in the Council-approved CIP book (including all CIP-related items and procurement for the projects)
    - Items related to routine and recurring maintenance necessary to keep public facilities operable that have a financial impact under $500,000.
    - Items that are only to be receive and filed by the City Council.
  - Specify that a committee member may be reappointed to a committee once their term ends.

Discussion (Cont.)

- Modify the meeting times for the committees as follows:
  - Finance & Governance - 5:00-6:30 p.m.
  - Public Works & Transportation - 6:45-8:15 p.m.
  - Community Services, Public Safety, Housing, & Economic Development – 8:30-10:00 p.m.
- Update the rules of order from *Rosenberg's* to *Robert's*.
- Make clerical corrections.

Recommendation

That the City Council:

1. Adopt a resolution amending the bylaws for City Council committees.

CITY OF OXNARD CALIFORNIA

Questions / Discussion

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING THE BYLAWS FOR CITY COUNCIL COMMITTEES

WHEREAS, Oxnard City Code Section 2-1.1 establishes the following City Council committees ("the Committees") consisting of three city council members per committee, appointed by the Mayor and approved by at least four City Councilmembers: Finance and Governance Committee; Public Works and Transportation Committee; and Community Services, Public Safety, Housing and Economic Development Committee; and

WHEREAS, City Code Section 2-1.1 establishes the second and fourth Tuesdays of every month in the City Council chambers as the regular meeting dates and location for Committee meetings and provides that the City Council shall set meeting times by resolution; and

WHEREAS, Oxnard City Code Section 2-1.1 further provides that the City Council shall adopt bylaws setting forth the powers and duties for each Committee.

NOW, THEREFORE**,** the City Council of the City of Oxnard resolves to amend the bylaws in the manner indicated in **Exhibit A** (as attached hereto and incorporated herein by this reference) to set forth times of Committee meetings and setting forth the powers and duties for each Committee, to be effective immediately.

PASSED and ADOPTED this ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Luis Mc Arthur, Mayor

ATTEST:

_____
Luly A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

BYLAWS FOR THE FINANCE AND GOVERNANCE, PUBLIC WORKS AND TRANSPORTATION, AND THE COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING AND ECONOMIC DEVELOPMENT COMMITTEES

Article I

Application/Definition

A. The following bylaws shall apply to the following standing City Council ("Council") Committees: Finance and Governance; Public Works and Transportation; and Community Services, Public Safety, Housing and Economic Development.

B. Throughout these bylaws:

1. "COMMITTEE" refers to each individual committee.

2. "MEETING" or "MEETINGS" refers to a COMMITTEE meeting.

3. "MEMBER" refers to a COMMITTEE member.

4. "CHAIR" refers to the appointed chairperson of a COMMITTEE.

Article II

Powers and Duties

A. The Finance and Governance Committee shall consider items of concern to the City Manager's Office and to Finance, City Treasurer, Human Resources, City Clerk, and Information Technology departments. The Finance and Governance Committee and its CHAIR are also delegated authority to oversee and coordinate Internal Auditor services as specifically set forth by separate Council resolution. The Finance and Governance Committee is also delegated authority regarding internal control duties and responsibilities set forth in FPOL 1.03.

B. The Public Works and Transportation Committee shall consider items of concern to the Public Works Department.

C. The Community Services, Public Safety, Housing and Economic Development Committee shall consider items of concern to the Cultural & Community Services, Police, Fire, Housing department, and Economic Development division.

D. Items within the purview of a particular COMMITTEE as described in this Article are scheduled before the COMMITTEE under the following guidelines:

1. A brand new item should go to COMMITTEE, then forwarded to Council with COMMITTEE's recommendation.
2. An item already approved by Council that has continuing work can go straight to Council. If an ongoing item requires significant, substantive changes, it should go back to COMMITTEE, then forwarded to Council with the COMMITTEE's recommendation.
3. Exceptions to COMMITTEE review are:
    a. Routine items, such as adopting the State's newest building codes;
    b. Public hearings;
    c. Urgency items, such as public safety reasons;
    d. Items that have external deadlines imposed on the City (that the City learned of recently);
    e. Items that have significant financial impact and a short deadline to respond;
    f. New mandates from higher government authority or agency with jurisdiction over the City (e.g. Fox Canyon Water Management Agency);
    g. Capital Improvement Projects ("CIP") identified in the Council-approved CIP book, (including all CIP related items and procurement for the projects); and
    h. Items related to routine and recurring maintenance necessary to keep public facilities operable that have a financial impact under $500,000.
    i. Items that are only to be received and filed by the Council.

The items listed in this section, shall be placed on the next available Council agenda.

E. Unless specifically provided in this Article or by separate Council resolution, the powers and duties of a COMMITTEE shall be limited to receiving reports for which no formal action is required and providing recommendations on items of business to be formally acted upon by the Council.

Article III
Membership

A. Each COMMITTEE shall consist of three City Councilmembers appointed by the Mayor, and approved by at least four City Councilmembers. When making appointments, the Mayor may consider City Councilmember requests to serve on a particular COMMITTEE.

B. The term of a MEMBER shall be two years. A MEMBER is eligible to be reappointed to a COMMITTEE. After a term ends, a MEMBER shall serve on the COMMITTEE until the appointment of a replacement committee member or until he or she is no longer a member of the Council, whichever occurs first.

Article IV
Officers

A. For each COMMITTEE, the Council shall appoint one MEMBER as the CHAIR.

B. The duties of the CHAIR shall be as follows:

1. To preside at all MEETINGS;

2. Preserve strict order and decorum at all MEETINGS;

3. Announce the COMMITTEE's decision on all matters; and

4. Decide all questions of order, subject however, to an appeal by any MEMBER to the COMMITTEE as a whole, in which event a majority vote of the COMMITTEE shall govern and conclusively determine questions of order.

C. Vice-Chair – If the CHAIR is absent from a MEETING, one of the MEMBERS shall act as the CHAIR for purposes of that MEETING.

Article V
Meeting Schedule/Quorum

A. The Council by ordinance has established the COMMITTEE's regular MEETING dates as the 2nd and 4th Tuesday of each month, in the Council Chambers, at 305 West Third Street. The regular MEETING times for each COMMITTEE are as follows:

1. Finance and Governance: 5:00 p.m. - 6:30 p.m.

2. Public Works and Transportation: 6:45 p.m. - 8:15 p.m.

3. Community Services, Public Safety, Housing and Economic Development Committee: 8:30 p.m. - 10:00 p.m.

B. Special MEETINGS may be called by the CHAIR or a majority of the COMMITTEE in compliance with the Brown Act and the City's Sunshine Ordinance. At a special MEETING, no business other than that officially noticed may be discussed.

C. Two MEMBERS shall constitute a quorum for the transaction of business. When there is no quorum, any MEMBER shall adjourn such MEETING or, if no MEMBER is present, the City Clerk shall adjourn the MEETING.

Article VI
Placing Items on the Agenda

A. Items are typically placed on a COMMITTEE agenda by City staff, or by the City Clerk following a Councilmember request made in accordance with the *Procedures Manual of the Oxnard City Council*.

B. A MEMBER requesting an item to be placed on a future agenda may (1) briefly announce their request during the "Items for Future Agendas" portion of a MEETING, (2) submit a detailed request in writing to the City Clerk, or (3) both. If a majority of the MEMBERS determine the COMMITTEE should consider the item, the City Manager will determine when to place the item on a future COMMITTEE agenda based on time necessary to research the item, staff workload considerations, and the effect on Council established priorities.

Article VII
Coordination with City Council

The City Manager shall as soon as possible inform the Council of recommendations made by the COMMITTEE.

Article VIII
Rules of Order

The latest version of the revised edition of “Robert’s Rules of Order” shall govern the conduct of COMMITTEE MEETINGS.

Article IX
Amendments

The Council must approve amendments to these bylaws.

Article X
Minutes

The City Clerk shall prepare and maintain the minutes of each MEETING in a book as a record of each particular type of business transacted. The City Clerk shall be required to make a record only of such business as was actually passed upon by a vote of the COMMITTEE and shall not be required to record any remarks of MEMBERS or of any other person except at the special request of a MEMBER.

EXHIBIT A

BYLAWS FOR THE FINANCE AND GOVERNANCE, PUBLIC WORKS AND TRANSPORTATION, AND THE COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING AND ECONOMIC DEVELOPMENT COMMITTEES ~~PUBLIC SAFETY, HOUSING AND ECONOMIC DEVELOPMENT, AND COMMUNITY SERVICES COMMITTEES~~

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B. The Public Works and Transportation Committee shall consider items of concern to the Public Works Department.

C. The Community Services, Public Safety, Housing and Economic Development Committee shall consider items of concern to the Cultural & Community Services, Police, Fire, ~~and~~ Housing department, and Economic Development division. ~~The Public Safety Committee shall consider items of concern to the Police and Fire departments.~~

~~D. The Housing and Economic Development Committee shall consider items of concerns to the Housing and Economic Development departments, including the Housing Authority and Successor Agency.~~

~~E. The Community Services Committee shall consider items of concern to the Cultural and Community Services Department.~~

~~F~~D. Items within the purview of a particular COMMITTEE as described in this Article are scheduled before the COMMITTEE under the following guidelines:

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~~Public Hearings shall bypass COMMITTEE and be placed on the first available go straight to Council agenda.~~

~~4.~~

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   b. Public hearings;
   c. U~~u~~rgency items, such as public safety reasons;
   d. ~~,~~ I~~i~~tems that have external deadlines imposed on the City (that the City learned of recently~~);~~
   e. ~~),~~ I~~i~~tems that have significant financial impact and a short deadline to respond;
   f. ~~, or~~ N~~n~~ew mandates from higher government authority or agency with jurisdiction over the City (e.g. Fox Canyon Water Management Agency); ~~requiring quick responses. ,~~;
   g. Capital Improvement Projects ("CIP") identified in the Council-approved CIP book, (including all CIP related items and procurement for the projects);
   h. Items related to routine and recurring maintenance necessary to keep public facilities operable that have a financial impact under $500,000.
   i. Items that are only to be received and filed by the Council.

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Article III
Membership

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3. Community Services, Public Safety, Housing and Economic Development CommitteePublic Safety: 8:302:00 p.m. - 103:00 p.m.

~~4. Housing and Economic Development: 4:30 p.m. - 5:45 p.m.~~

~~5. Community Services: 6:00 p.m. - 7:15 p.m.~~

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