

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.



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 29, 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: 858 6204 2187
3. Passcode: 449662

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

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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

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

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. THREAT TO PUBLIC SERVICES OR FACILITIES (Government Code section 54957(a))
Consultation with: Rob Ruben, Chief Information Officer.
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 by the California Parks and Recreation Society recognizing Senior Services Commissioner Alice Sweetland for the Champion of the Community Award.

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 Voting Delegate to the Southern California Association of Governments General Assembly. (5 minutes)

RECOMMENDATION: That the City Council appoint Mayor Luis A. Mc Arthur as the City's voting delegate to attend the Southern California Association of Governments (SCAGs) 60th Annual Regional Conference and General Assembly Business Meeting scheduled for May 1 and 2, 2025 in Palm Desert, California.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

2. City Clerk Department

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

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

1. To Measure O Citizen Oversight Committee: Dan Pinedo (D5) and Anna Marie Cabrera (D6).

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/TjFQ5fblNaQ>

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 meeting minutes of April 15, 2025.

That the Housing Authority Board of Commissioners approve the regular meeting minutes of April 15, 2025.

Legislative Body: City Council, Housing Authority

Contact: Luly Lopez, (805) 385-7805

2. Housing Department

SUBJECT: Historical Remodeling Project at 201 South D Street.

RECOMMENDATION: That the Board of Commissioners for the City of Oxnard Housing Authority approve and authorize the Chair to execute an agreement with Mackone Development, Inc. (Agreement No. A-8580) for \$307,138.71 firm-fixed price contract to replace the driveway, walkways, roof and decks at the 201 South D Street.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on April 8, 2025.)

Legislative Body: Housing Authority

Contact: Brenda Lopez, (805) 385-8092

3. City Manager Department

SUBJECT: Approval of Fiscal Year (FY) 25-26 Special Event Support Program Events and Budget.

RECOMMENDATION: That the City Council approve the list of recommended events for the FY 25-26 Special Event Support Program and allocate \$112,000 in the FY 25-26 budget to support the program.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

4. Public Works Department

SUBJECT: Purchase Order with Gibbs International Inc. for a 2026 HV607 SBA (10-ton Dump Truck) for Streets Maintenance.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to approve a purchase order with Gibbs International Inc. for a not-to-exceed value up to \$300,000.00 for the purchase of a 2026 HV607 SBA International Truck (10-ton Dump Truck) for Streets Maintenance.

(This item did not originate in Committee because it is a continuation of a specific item included in the City Council Adopted FY 2024-25 Budget for Public Works.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Multiple Agreements for On-Call Professional Environmental Services.

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

following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional environmental services:

1. Agreement 32500440 Rincon Consultants, Inc. for a total amount not to exceed \$500,000;
2. Agreement 32500441 Dudek for a total amount not to exceed \$500,000; and
3. Agreement 32500442 UltraSystems Environmental Incorporated for a total amount not to exceed \$500,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

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

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional engineering services:

1. Agreement 32500432 CSG Consultants, Inc. for a total amount not to exceed \$750,000;
2. Agreement 32500438 Encompass Consultant Group, Inc. for a total amount not to exceed \$750,000; and
3. Agreement 32500439 Psomas for a total not-to-exceed amount of \$750,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Multiple Agreements for On-Call Professional Surveying Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional surveying services:

1. Agreement 32500443 Dudek for a total amount not to exceed \$500,000;
2. Agreement 32500444 MNS Engineers, Inc. for a total amount not to exceed \$500,000; and
3. Agreement 32500445 Omni Design, Inc. for a total amount not to exceed \$500,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department

SUBJECT: Public Project Agreement 32500478 with Solar Roofing and Energy Storage for Roof Replacement and Interior Abatement at La Colonia Youth Boxing Gym, Specification No. PW 24-94.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$332,540 in Project funds for the Roof Replacement and Interior Abatement at La Colonia Youth Boxing Gym, 520 E. 1st Street, Specification No. PW 24-94;
2. The Mayor to execute an Agreement with Solar Roofing and Energy Storage in the amount of \$255,800 for the Project and approve a Project contingency amount of \$51,160 (20%) with Solar Roofing and Energy Storage for a total not to exceed value of \$306,960 for the Project; and
3. A Project allocation amount of \$25,580 (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, (805) 385-8055

9. Public Works Department

SUBJECT: Easement Deed (Agreement No. A-8582) and Right of Way Contract (Agreement No. 32500496) Located at 804 Cooper Road, Oxnard (APN: 201-0-132-010).

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an Easement Deed (Agreement No. A-8582) for APN 201-0-132-010;
2. The Mayor to execute a Right of Way Contract (Agreement No. 32500496) with Oxnard School District to purchase a permanent roadway easement located at 804 Cooper Road, Oxnard, ("Property"), in the amount of \$1,271; and
3. The City Manager to take any additional necessary actions to facilitate the acquisition of the property consistent with the terms of the transaction approved by the City Council.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15061(b)(3).)

(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, (805) 385-8055

10. Community Development Department

SUBJECT: **Project Name: Teal Club Specific Plan**; Planning and Zoning Permit Nos.: 15-560-01 (Pre-Zoning), 24-670-02 (Development Agreement), and 15-630-01 (Specific Plan); Property generally bounded by Doris Avenue, Patterson Road, Teal Club Road, and Ventura Road; (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015).

RECOMMENDATION: That the City Council:

1. Adopt Ordinance No. 3054 titled "An Ordinance of the City Council of the City of Oxnard Approving Planning And Zoning Permit No. 15-560-01 Pre-Zoning Parcels Generally Located South of Teal Club Road, North and West of Little Farms Road, and Bisected By

- Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) To Light Manufacturing (M-1). Filed By Dennis Hardgrave, On Behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”; and
2. Adopt Ordinance No. 3055 titled “An Ordinance Approving Development Agreement No. A-8565 (Planning And Zoning Permit No. 24-670-02) Generally Located North of Teal Club Road, East of Patterson Road, South of Doris Avenue, and West of Ventura Road, (APNs 183-0-070-060, -070, -140, -240). Filed By Dennis Hardgrave, On Behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”; and
 3. Adopt Ordinance No. 3056 titled “An Ordinance Approving Planning And Zoning Permit No. 15-640-01 (Specific Plan), And Certifying Final Environmental Impact Report No. 2015-01 For The Teal Club Specific Plan, Generally Located North of Teal Club Road, East of Patterson Road, South of Doris Avenue, And West of Ventura Road, (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240). Filed By Dennis Hardgrave, On Behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

11. Human Resources Department

SUBJECT: Increase in Salary Ranges for the Plant Operations Series.

RECOMMENDATION: That the City Council adopt a resolution to increase the salary ranges for the classifications within the Plant Operations series.

(This item did not originate in Committee)

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

12. Finance Department

SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances.

RECOMMENDATION: That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of February 2025.

(This item did not originate in Committee)

Legislative Body: City Council

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

L. PUBLIC HEARINGS

M. REPORTS

1. City Manager Department

SUBJECT: Resolution Opposing a Third Extension to Continue the Operation of Ormond Beach Power Station Beyond December 31, 2026. (15 minutes)

RECOMMENDATION: That the City Council:

1. Adopt a resolution opposing a third extension to continue the operation of the Ormond Beach Power Station, beyond the December 31, 2026, closure date; and
2. Submit the Resolution to all state agencies involved in the fate of the power plant's decision-

making process, to our state representatives, and to the Governor's Office.

(This item did not originate in Committee)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Kzsph5ZDc3E>

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. Housing Department

SUBJECT: Tenant Anti-Harassment Ordinance. (20 minutes)

RECOMMENDATION: That the City Council:

1. Review and approve the first reading by title only and waive further reading of the proposed ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS”; and

2. Authorize two full-time equivalent (FTE) positions, and the associated budget, as part of the Fiscal Year 2025-2026 Budget for implementation of the proposed ordinance.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.)

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

Legislative Body: City Council

Contact: Brenda Lopez, (805) 385-8092

3. Housing Department

SUBJECT: Just Cause Evictions and Tenant Protections (Just Cause) Code Amendments and Resolution Establishing Administrative Regulations to Implement the Rent Stabilization and Just Cause Ordinances. (20 minutes)

RECOMMENDATION: That the City Council:

1. Review and approve the first reading by title only and waive further reading of the proposed ordinance titled: "ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3, 27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION"; and

2. Review and approve the proposed resolution establishing administrative regulations to implement the provisions of the Just Cause Evictions and Tenant Protections Ordinance and Rent Stabilization Ordinance.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zYu6E7mU8AI>

Legislative Body: City Council

Contact: Brenda Lopez, (805) 385-8092

4. Cultural & Community Services Department

SUBJECT: Library Board City Code Updates. (10 minutes)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of the proposed Ordinance titled:

"AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO FIVE MEMBERS."

(The Community Services, Public Safety, Housing and Development committee approved 3-0 on April 8, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/SWGfGCy9QwI>

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

5. Public Works Department

SUBJECT: Agreement 32500464 with Carollo Engineers, Inc. for Professional Engineering Services for the Digester Improvements Project. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an Agreement with Carollo Engineers, Inc. for a total not to exceed value of \$2,100,000 for Professional Engineering Services for the Digestion/Cogeneration Improvement Project PW 25-70; and
2. A budget appropriation of \$1,504,000 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount for this Project (C2408).

(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/ 2270K4dD0k](https://youtu.be/2270K4dD0k)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Reimbursement of Service Charges to Special Districts. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the City Manager to approve:

1. Transfers in the total amount of \$49,531.62 from the General Fund (101) available fund balance to seven Landscape Maintenance Districts (Fund 120), with the corresponding budget appropriation adjustments for reimbursement of service charges, including interest; and
2. Transfers in amounts detailed in Table 2 of the Financial Impact section from six Landscape

Maintenance Districts (Fund 120) available fund balances to six other Landscape Maintenance Districts (Fund 120), and subsequent transfers to and from the General Fund (101) for changes in General Benefit contributions with the corresponding budget appropriation adjustments for reimbursement of service charges, including interest.

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

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

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Human Resources Department

SUBJECT: Amendment to CalPERS Contract. (10 minutes)

RECOMMENDATION: That City Council:

1. Adopt a resolution of intention to approve an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Oxnard to provide a different level of benefits without improved industrial disability allowance for new local police members.
2. Approve the first reading by title only and waive further reading of an uncoded ordinance titled: "Ordinance of the City Council of the City of Oxnard authorizing an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Oxnard."

(This item did not originate in Committee.)

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

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

N. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

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

DATE: April 29, 2025

TO: City Council

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

SUBJECT: Appointment of Voting Delegate to the Southern California Association of Governments General Assembly. (5 minutes)

RECOMMENDATION

That the City Council appoint Mayor Luis A. Mc Arthur as the City's voting delegate to attend the Southern California Association of Governments (SCAGs) 60th Annual Regional Conference and General Assembly Business Meeting scheduled for May 1 and 2, 2025 in Palm Desert, California.

(This item did not originate in Committee.)

BACKGROUND

SCAG is a Joint Powers Authority under California state law, established as an association of local governments and agencies in six counties (Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura) and 191 cities that voluntarily convene as a forum to address regional issues. SCAG develops long-range regional transportation plans, regional housing needs allocation, and a portion of the South Coast Air Quality management plans, providing broad-based representation of Southern California's cities and counties.

With its expanded membership structure, SCAG created regional districts to provide for more diverse representation with the intent to serve equal populations and communities of interest. Currently, the Regional Council consists of 86 members. Councilmember Laura D. Hernandez from the City of Port Hueneme was elected by the Ventura Council of Governments (VCOG) and serves as the Regional Councilmember representing District 45 (cities of Oxnard, Camarillo and Port Hueneme).

In addition, each member city appoints its own delegate and alternate representative to vote on the City's behalf at the Annual General Assembly, scheduled for May 1, 2025.

Staff is recommending that the City Council appoint Mayor Luis A. Mc Arthur as the City's voting delegate to attend the Southern California Association of Governments (SCAGs) 60th Annual Regional Conference and General Assembly Business Meeting scheduled for May 1 and 2, 2025 in Palm Desert, California.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The estimated cost to attend this conference is \$400.00. There are sufficient funds to cover this in account number 1011101-52310 budgeted in Fiscal Year 2024-25.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. H.2

DATE: April 29, 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) (5 minutes)

RECOMMENDATION

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

1. To Measure O Citizen Oversight Committee: Dan Pinedo (D5) and Anna Marie Cabrera (D6).

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/TjFQ5fbINaQ>

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

1. 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, Councilwoman Basua nominates Dan Pinedo to represent District 5, and Councilwoman Perez nominates Anna Marie Cabrera to represent District 6.

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. 04.29.25 Appointment of Members to Serve on the City's CAGs and Boards (1)
2. CAG Appointment Chart

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

City Council

April 29, 2025

Luly A. López, City Clerk

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

1. To Measure O Citizen Oversight Committee: Dan Pinedo (D5) and Anna Marie Cabrera (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	• Councilwoman Basua nominates Dan Pinedo to represent (D5); and • Councilwoman Perez nominates Anna Marie Cabrera to represent (D6)



THE END

Citizen Advisory Group Roster (rev. 04/15/25)								
	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 Castanolli 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 (4/01/25 - 12/31/28)	Ronald Arruejo - D3 (04/01/25 - 12/31/28)	Ruby Durias - D4 (04/01/25 - 12/31/28)	Dan Pinedo - D3 (4/29/25 - 12/31/28)	Anna Marie Cabrera - D6 (4/29/25 - 12/31/28)	1. Edward Foster Hill - D1 2. Brian Douglas Landers - D1 3. Arthur Leroy Mortell - D1 4. Heather Schmidt - D3 5. 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 (04/15/25 - 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)	- D1 (04/15/25 - 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 COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: April 29, 2025
TO: City Council, Housing Authority
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the regular meeting minutes of April 15, 2025.

That the Housing Authority Board of Commissioners approve the regular meeting minutes of April 15, 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 meeting of April 15 2025
2. Housing Commission meeting of April 15 2025

MINUTES
OXNARD CITY COUNCIL
April 15, 2025

A. ROLL CALL, POSTING OF AGENDA

At 5:04 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Gabriela Basua; Luis A. 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, April 3, 2025 and the amended agenda on Friday, April 4, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Alexander Nguyen, City Manager, Stephen Fischer, City Attorney; Michelle McCarron, Assistant City Attorney and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received.

At 5:05 p.m., the City Council recessed to a closed session.

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: Steven Boychuck v. City of Oxnard
Workers' Compensation Case No. ADJ13718551; ADJ14232855
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: Jeffrey McGreevy v. City of Oxnard
Workers' Compensation Case No. ADJ13577126, ADJ13590128, ADJ13556214
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: Juan Ramon Jr. Ruiz v. City of Oxnard
Ventura Court Superior Court, Case No.: 56-2021-00556217-CU-PO-VTA
Legislative Body: City Council

4. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: Teresa Gainey v. City of Oxnard
Ventura Court Superior Court, Case No.: 56-2021-00554161-CU-PO-VTA
Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

At 6:01 p.m. Mayor Luis A. 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 Gabriela Basua; Luis A. Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr; and Gabriel Teran were present.

The meeting opened with the pledge of allegiance to the flag of the United States led by Yvonne Castaneda-Huichan, a student at A. C. E. High School, followed by a moment of silence in honor of Duane Koziel, a former City of Oxnard employee who worked in the Oxnard Police Department and the City Clerk's Office. He passed away on Saturday, April 12, 2025.

Additional staff members present were Kenneth Rozell, Chief Assistant City Attorney; Michael Wolfe, Public Works Director; Brenda Lopez, Interim Housing Director; Jeff Pengilley, Community Development Director; Joe Pearson, III, Planning Manager; Jay Dobrowalski, Planning Supervisor, and Tai Chau, City Engineer.

E. CEREMONIAL ITEMS

1. Public Works Department

SUBJECT: Presentation of a Resolution Commending Grant Dunne for Thirty-Five Years of Outstanding Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,852** commending Grant Dunne for thirty-five years of outstanding service.

Councilwoman Perez read the resolution and presented it to Grant Dunne. Grant thanked the City Council for the recognition.

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to approve the Resolution No. 15,852 as presented. VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez, Starr and Teran voted in favor; the motion carried 7-0.

2. SUBJECT: Presentation of a Proclamation Designating April 22, 2025 as "Earth Day."

Councilman Starr read the proclamation and presented it to Coastal Keeper Founder Rafael Ochoa. Rafael thanked the City Council for the recognition.

3. SUBJECT: Presentation of a Proclamation Designating April 2025 as "Sexual

Assault and Child Abuse Awareness Month."

Mayor Mc Arthur read the proclamation and presented it to Sergeant Jose Diaz with the Oxnard Police Department. Sergeant Diaz thanked the City Council for the recognition and introduced Detective Andrea Mora, Erica Escobedo and Judy Gilson.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Mario Riley, Sr. (lawsuit); Martina Gallegos (red curb and sidewalk); Pat Brown (various items); Larry Stein (elevators in parking structure); Vanessa Valdez (know your rights); Manuel Herrera (lawsuit); Alicia Percell (lawsuit); Doug Partello (bonds); Miguel Fernandez (street repaving and gutters) and Grey Runyon (various items).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager announced: spring float tours, upcoming town hall meeting regarding California's updated fire hazard severity zone maps; and introduced Kathleen Mallory, Planning and Sustainability Manager who congratulated the City Council on receiving the Blue City Network Certification award. Oxnard is the only city in Ventura County to receive the certification which recognizes our leadership, coastal resilience and the City's commitment to environmental resources.

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. City Clerk Department

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

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

1. To Parks, Recreation and Community Services Commission: Abel Velasquez (D3); and
2. To Planning Commission: John Barrick (D3)

(This item did not originate in Committee.)

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

It was moved by Mayor Mc Arthur, seconded by Mayor Pro Tem Teran, to approve the appointment of Abel Velasquez to the Parks, Recreation and Community Services Commission. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; the motion carried 7-0.

It was moved by Mayor Mc Arthur, seconded by Mayor Pro Tem Teran, to approve the appointment of John Barrick to the Planning Commission. VOTE: Rodriguez, Starr and Mc Arthur voted in favor; Perez, Teran, Basua and Perello voted no; motion failed 3-4.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Item No. K-2 was discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes for City Council.

RECOMMENDATION: That the City Council approve the regular meeting minutes of April 1, 2025.

2. Public Works Department

SUBJECT: Purchase of Material Handler for the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a purchase order with Quinn Company in the amount of \$548,756.31 for a material handler for the Del Norte Regional Recycling and Transfer Station.

(Public Works and Transportation Committee approved 3-0 on March 25, 2025)

3. City Attorney Department

SUBJECT: Ordinance Amending the City's Purchasing System (City Code Chapter 4).

RECOMMENDATION: That the City Council adopt Ordinance No. 3053 entitled "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."

(Finance and Governance Committee approved 3-0 on February 25, 2025)

Consent Items K.1 - K-3

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

L. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: **Project Name: Teal Club Specific Plan**; Planning and Zoning Permit

Nos.: 15-610-01 (Annexation), 15-620-03 (General Plan Amendment), 15-560-01 (Pre-Zoning), 24-670-02 (Development Agreement), 15-630-01 (Specific Plan), and Environmental Impact Report 2015-01; Property generally bounded by Doris Avenue, Patterson Road, Teal Club Road, and Ventura Road; (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015). (60 minutes)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive public testimony concerning the adoption of the Teal Club Specific Plan; and

2. Approve and Adopt one of the following options for the Teal Club Specific Plan:

Option 1– Approve the Specific Plan which revised the original application to include a Class I bike lane around the perimeter of the project site, allow water fountains within the front yards of the R-2 zoned properties, promote electric energy, and require that 15 percent of the total 990 allowable residential units be designated as affordable units for very-low income and low income households and:

- a. Adopt **Resolution No. 15,853** Certifying the Final Environmental Impact Report (EIR) No. 2015-01 for the Teal Club Specific Plan (Governor's Office of Planning and Research State Clearinghouse No. 2012051080); and
- b. Adopt **Resolution No. 15,854** approving Planning and Zoning Permit No. 15-610-01 for Annexation, subject to certain findings; and
- c. Adopt **Resolution No. 15,855** approving Planning and Zoning Permit No. 15-620-03 for a General Plan Amendment, subject to certain findings; and
- d. Approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3054** titled “An Ordinance of the City Council of the City of Oxnard Approving Planning And Zoning Permit No. 15-560-01 Pre-Zoning Parcels Generally Located South of Teal Club Road, North And West Of Little Farms Road, And Bisected By Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) To Light Manufacturing (M-1). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”; and
- e. Approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3055** titled “An Ordinance Approving Development Agreement No. A-8565 (Planning And Zoning Permit No. 24-670-02) Generally Located North of Teal Club Road, East of Patterson Road, South of Doris Avenue, And West of Ventura Road, (APNs 183-0-070-060, -070, -140, -240). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”; and
- f. Approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3056** titled “An Ordinance Approving Planning

And Zoning Permit No. 15-640-01 (Specific Plan), And Certifying Final Environmental Impact Report No. 2015-01 For The Teal Club Specific Plan, Generally Located North of Teal Club Road, East of Patterson Road, South of Doris Avenue, And West of Ventura Road, (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240). Filed By Dennis Hardgrave, On Behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012.”

Option 2 – Includes all the items stated in Option 1, except it maintains the original application’s Class II bike lane around the perimeter of the project site, does not include water fountains for R-2 zoned properties, and does not promote electric energy; and adopt the unmodified version of subparagraph f. in Option 1 (Attachment 10).

Option 3 – Requests modifications to the Development Agreement (Planning and Zoning Permit No. 24-670-02) to include the following provisions: (1) Requires applicants to pay prevailing wage for all Phase 1 development; and (2) Require that 20 percent of the total 990 allowable residential units be designated as affordable units for very-low income and low income households.

(This item did not originate in Committee.)

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

The City Clerk announced the affidavit of publication published in Vida Newspaper on March 20, 2025 and stated there were 8 written communications received on this item that have been previously provided to the City Council.

Dennis Hardgrave representing the Borchard Family who are the owners of Phase I of the Teal Club specific plan. Mr. Hardgrave summarized the proposed development and stated that this property is located within the City’s curb boundary and it is not in SOAR. It’s been anticipated for development in the City’s General Plan and the City’s Housing Element for the past two decades. The specific plan is an urban village concept with a proposal for 990 residential units.

Kenneth Rozell, Chief Assistant City Attorney; Jeff Pengilley, Community Development Director; Joe Pearson, III, Planning Manager; Jay Dobrowalski, Planning Supervisor, Michael Wolfe, Public Works Director, and Tai Chau, City Engineer were available to answer questions. Discussion ensued among the Council and staff.

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

Public comments were received from Andy Conli, Larry Stein, Pat Brown, Greg Ruunyon, Miguel Ferandez, Kirsten Meeker, Eric Andrist, Abel Cerrato, Alicia Percell, Doug Partello and Manuel Herrera.

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

At 9:43 p.m., the City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

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

RECESS

At 9:51 p.m., the Council recessed and at 10:06 p.m. the City Council reconvened.

Discussion ensued among the Council and staff.

It was moved by Councilman Starr to adopt staff's recommendation No. 1 with the removal of Section 7 of the development agreement. The motion failed to get a second.

*It was moved by Councilman Starr, seconded by Mayor Pro Tem Teran, to approve Option 1 as presented. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; motion passed 7-0. **Comment:** Councilman Starr objects to Section 7 of the development agreement.*

M. REPORTS

1. Housing Department

SUBJECT: Loan Agreement Between the Oxnard Housing Authority and the City of Oxnard. (10 minutes)

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,856** approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement (A-8583) with Oxnard Housing Authority to partially fund the proposed settlement between the Oxnard Housing Authority and UHC 00558 Oxnard, L.P. regarding the Las Cortes housing project in the La Colonia neighborhood and other matters pertaining thereto; and

2. Authorize a FY 2024-25 budget appropriation in the amount of \$800,000 from the General Fund (101) available fund balance.

(This item did not originate in Committee.)

No public comment was received. Kenneth Rozell, Chief Assistant City Attorney

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

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

COUNCIL BUSINESS

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

OXNARD HOUSING AUTHORITY

At 11:52 p.m., the joint meeting with the Oxnard Housing Authority concluded.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 11:52 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD HOUSING AUTHORITY
April 15, 2025

A. ROLL CALL, POSTING OF AGENDA

At 6:01 p.m., Chair Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard Housing Authority concurrently with the Oxnard City Council in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The Secretary Designate stated that the agenda was posted on Thursday, April 3, 2025 and the amended agenda on Friday, April 4, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website. Commissioners Gabriela Basua; Luis A. Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr Gabriel Teran and Jose Andrade were present.

Staff members present were Alexander Nguyen, Executive Secretary, Stephen Fischer, General Counsel; Brenda Lopez, Interim Housing Director and Lourdes A. López, Secretary Designate.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES (6:00 PM)

The meeting opened with the pledge of allegiance to the flag of the United States led by Yvonne Castaneda-Huichan, a student at A. C. E. High School, followed by a moment of silence in honor of Duane Koziel, a former City of Oxnard employee who worked in the Oxnard Police Department and the City Clerk's Office who passed away on Saturday, April 12th.

E. CEREMONIAL ITEMS

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REPORT OF EXECUTIVE SECRETARY

H. HOUSING AUTHORITY REPORTS

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 for Oxnard Housing Authority.

RECOMMENDATION: That the Housing Authority Board of Commissioners approve the regular meeting minutes of March 4 and 18, 2025.

No public comment was received.

It was moved by Vice Chair Teran, seconded by Commissioner Perello, to approve the recommended action. VOTE: Andrade, Perez, Rodriguez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; motion carried 8-0.

L. PUBLIC HEARINGS

M. REPORTS

1. Housing Department

SUBJECT: Loan Agreement Between the Oxnard Housing Authority and the City of Oxnard. (10 minutes)

RECOMMENDATION: That the Board of Commissioners:

1. Adopt **Resolution No. 1,350** approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard to partially fund the proposed settlement between the Oxnard Housing Authority and UHC 00558 Oxnard, L.P. regarding the Las Cortes housing project in the La Colonia neighborhood and other matters pertaining thereto; and

2. Authorize an appropriation in the amount of \$1,200,000 from the Housing Authority's Central Fund; and

3. Authorize the write-off of bad debt associated with the Promissory Note that was entered into on June 1, 2020 (as amended and restated on January 1, 2021) for demolition costs.

(This item did not originate in Committee.)

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

It was moved by Chair Mc Arthur, seconded by Commissioner Rodriguez, to approve the recommended action. VOTE: Andrade, Perez, Rodriguez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; motion carried 8-0.

CITY COUNCIL

At 11:52 p.m., the joint meeting with the City Council concluded.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 11:52 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair



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

DATE: April 29, 2025
TO: Housing Authority
FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org
SUBJECT: Historical Remodeling Project at 201 South D Street.

RECOMMENDATION

That the Board of Commissioners for the City of Oxnard Housing Authority approve and authorize the Chair to execute an agreement with Mackone Development, Inc. (Agreement No. A-8580) for \$307,138.71 firm-fixed price contract to replace the driveway, walkways, roof and decks at the 201 South D Street.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on April 8, 2025.)

BACKGROUND

The Achille Levy House, located at 201 South D Street, was originally built in 1912 as a two-story shinglestyle house for Achille Levy, founder of the Bank of A. Levy. The property was designated as a historic property in 1982, specifically landmark number 75 (Ventura County Historical Landmarks and Points of Interest publication).

In 2010, the former owner, A Levy Apartments LLC, entered into a Historical Property Contract also known as the Mills Act (Agreement A-7364) with the City of Oxnard through which the owner agreed to preserve characteristics of historical significance. The owner filed a Rehabilitation Plan (Mills Act Matrix) with the Ventura County Planning Division's Cultural Heritage Program outlining the property improvements and targeted completion timeframes. The Mills Act is a state law that allows local governments to enter into contracts with owners of designated historic properties, offering property tax relief in exchange for a commitment to restoring, maintaining, and protecting historical properties.

In 2023, the ten-unit multifamily Achille Levy House was listed for sale. City staff saw this as an opportunity to not only preserve the historical landmark, but to also support and further affordable housing. On April 30, 2024, the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA) and City Council approved the staff's request for a loan (Agreement A-8554) from the City's Community Development Block Grant for an amount of \$3,000,000. Out of this amount, an amount not to exceed \$2,400,000 was approved for acquisition plus transaction fees and \$600,000 for real property improvements. The purchase transaction was completed on May 10, 2024.

In January 2025, the OHA engaged JM Research and Consulting, a principal architectural historian, to complete an inspection of the property and update the existing Mills Act Matrix. The revised matrix (Attachment 2) will serve as a historic preservation plan which prioritizes the outstanding restoration and rehabilitation work to be completed.

The OHA will begin replacing operating systems and remodeling the property based on funding availability and urgency of repairs needed. Although the proposed project is being led by OHA staff, staff is working alongside the Ventura County Planning Division (Cultural Heritage Program), City Community Development Department, and the Department of Housing and Urban Development to ensure that all requirements are met.

The first three high-priority projects identified based on existing conditions and to maximize funding available are as follows (not ranked in any particular order):

1. Roof: Damage due to termites, leaks, missing wood siding/shingles and dry rot.
2. Concrete walkways: Need to be repaired due to overall poor condition.
3. Decks: Visible rot, gaps, missing material, drainage issues, siding and wood topper issues.

ANALYSIS

The City of Oxnard and the Housing Authority of the City of Oxnard are members of Sourcewell (formerly known as the National Joint Powers Alliance), which competitively bids construction tasks with pre-set unit prices and specifications for general construction services including materials, equipment, and labor costs. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements like those established by Sourcewell, while still complying with the local procurement policies. This project is subject to wage requirements of the Davis-Bacon and Related Acts (29 CFR Part 5) and the Section 3 Act of 1968 (24 CFR Part 75).

The Housing Authority of the City of Oxnard engaged Gordian, which is a service consultant authorized by Sourcewell, to procure a contractor to replace all decks, walkways and driveway, and the roof. The OHA further specified that the contractor must have experience in working with historical properties as all work must be completed in keeping with the Secretary of the Interior's Standards.

Agreement A-8580 – OHA Historical Remodeling Project

Mackone Development, Inc. submitted a proposal in the amount of \$307,138.71. The proposed scope of work is detailed in Exhibit A of the Agreement and summarized as follows:

Roof Project:

1. Remove and reinstall asphalt shingles
2. Install new plywood sheeting on roof
3. Install new rain gutters (must meet historical property criteria)

Deck Project: All final metal and style used must meet historical property criteria

1. Install center handrail at the main front and back entrances, structural blocking will be added under the deck to attach the top rail post
2. Remove and re-build the wood handrails at the back-side porch exit
3. Re-seal all decks in front and back. Remove existing deck coating and install a three-coat system

Concrete project: Curves, score lines, and joints must be an exact replacement per historical property criteria

1. Demo driveway, two (2) side walkways and two (2) front walkways
2. Side walkways will be widened one (1) foot

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 to any City fund. The funding for this item will be from the Housing Authority Central Fund. As described earlier in the staff report, the Housing Authority received a CDBG allocation in the amount of \$3,000,000 for this project. The remaining balance after the cost of the agreement will be \$156,886.94.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on April 8, 2025, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Attachment 1 - Agreement A-8580
2. Attachment 2 - Mills Act Matrix

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8580**

Name of Contractor: Mackone Development, Inc.

Address: 2244 Beverly Blvd, Los Angeles, CA 90057

Project description: OHA Historical Remodeling Project

This Capital Improvement Contract (“**Contract**”) is made at Oxnard, California, as of this 29th day of April 2025 between the City of Oxnard Housing Authority, called herein the “**Authority**”, and the above-named contractor (“**Contractor**”) for the construction of the capital improvement project described herein. The parties hereto agree as follows:

I. Type of Contract

This contract is a firm-fixed price contract as defined by 2CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the scope of work per the detailed scope of work per approved plans submitted for the Historical Remodeling Project at 201 S D Street. Authority shall pay contractor, as described in **Exhibit A**, attached hereto and incorporated herein by this reference, in full payment for said work, the following sum: **\$307,138.71**.

The above sum includes all taxes and the costs of any required bonds.

3. Payment Schedule

Authority shall pay Contractor no later than 30 calendar days after Authority accepts Contractor’s invoices and Authority shall make final payment no later than 60 calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.

4. Scope of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in the approved plans.

5. Contract Documents

The complete Contract consists of all the following, which are specifically incorporated herein by reference:

- a. Change Orders
- b. Contract Amendments –
- c. This Contract
- d. Amendments to HUD Form 5370
- e. HUD Form 5370 General Conditions for Construction Contracts – Public Housing Programs
- f. Specifications
- g. Plans
- h. Permits
- i. Contractor's bid proposal and list of subcontractors (if applicable).
- j. Performance and payment bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent of the Contract price.
- k. Insurance as required by the specifications and applicable law (Exhibit B).
- l. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the Contract is federally assisted. This includes but is not limited to such items enumerated in the specifications and addenda thereto.
- m. Federal Funding / Grant Requirements Rider (Exhibit C).
- n. Lobbying Certification (Exhibit D).

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is 120 **working days** after receipt of the Notice to Proceed.

Contractor shall not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

8. Acknowledgement

Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

CITY OF OXNARD
HOUSING AUTHORITY

Mackone Development, Inc.

Luis McArthur
Chairman

Matthew R Dugan
Chief Financial Officer

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer,
Housing General Counsel

Rhonda Hodge
Housing Finance Officer

APPROVED AS TO COMPLIANCE:

Rhonda Hodge
Contract Administrator

GENERAL CONDITIONS

Work Hours:

From 8:00 AM to 5:00 PM max. Including 1-hour lunch.

No work is allowed Saturdays, Sundays and during any official holidays.

Safety and Security:

The contractors are required to secure the work area during the work hours, lunch hours, weekends, and holidays. The contractors shall secure and render safe the entire construction area at the end of each working day. Work areas must be well barricaded and flagged, and all precautions should be taken to avoid injury or damage to any person or property and shall protect and indemnify the Housing against any claim or liability arising from or based on the lack of proper safeguards or negligence whether by it or its agents, employees or Subcontractors.

Compliance with all Laws:

The contractors shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the contractors perform pursuant to the contract documents.

Project Schedule:

The contractor is expected to complete the job in not to exceed seven hundred twenty **(120) working days**.

Construction Debris:

Due to the nature of the job, the contractor is responsible for hauling away debris.

Storage Bin

The contractor shall provide bins and/or containers for temporary storage.

Warranty:

The contractor shall warrant the work for a period of **One (1) year** against workmanship.

Final Walkthrough, and Sign off:

The contractor is required to call for a final walk through with the project manager and/ or the Housing Authority staff after completion of the project. Upon approval, the contractor may bill the Housing Authority for said work. All the payments will be pending obtaining a final sign off from the City inspector and turning in those permits.

EXHIBIT A



Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-MDI			
☒ New Work Order		☐ Modify an Existing Work Order	
Work Order Number.: 139590.00		Work Order Date: 03/19/2025	
Work Order Title: OHA Historical Home Remodeling Project			
Owner Name: Oxnard Housing Authority		Contractor Name: Mackone Development, Inc.	
Contact: Fredi Contreras		Contact: Matt Dugan	
Phone: 805-890-8319		Phone: 213-252-9506	
Work to be Performed			
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-MDI.			
<u>Brief Work Order Description:</u>			
Time of Performance		Estimated Start Date:	
		Estimated Completion Date:	
Liquidated Damages		Will apply: ☐ Will not apply: ☒	
Work Order Firm Fixed Price: \$307,138.71			
Owner Purchase Order Number:			

Approvals

Oxnard Housing Authority Date

Mackone Development, Inc. Date

Detailed Scope of Work

To: Matt Dugan
Mackone Development, Inc.
2244 Beverly Blvd.
Los Angeles, CA 90057
213-252-9506

From: Fredi Contreras
Oxnard Housing Authority
300 N. Marquita Street
Oxnard, CA 93030
805-890-8319

Date Printed: March 19, 2025

Work Order Number: 139590.00

Work Order Title: OHA Historical Home Remodeling Project

Brief Scope:

☐**Preliminary**☐**Revised**☒**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Oxnard Housing Authority

- Remove and reinstall asphalt shingles. Brochure given to Fredi to color selection.
- Install new plywood sheeting on roof to met current code
- Install new rain gutters. Must fit within existing notch on the rafters to met the historical requirements. Standard gutters will be made to fit.
- Install center handrail at the main front and back entrances. Structural blocking will be added under the deck to attach the top rail post. Final metal and style will be determined by the historian.
- Remove and re-build the wooded handrails at the back side porch exit. Raise to 42" guardrail height. Continue hand rail all the way through to bottom step with the 12" extension per code. Final metal and style will be determined by the historian.
- Re-seal decks front and back. Front deck to the left of the main entrance, the 2nd story rear deck and the deck over the driveway. Remove existing deck coating and install three coat system.
- Note when deck coating is removed there maybe dry rot or other dilapidated wood conditions. This added repair should be considered a mod.

OHA-Historical Home Concrete project

- Demo driveway, two (2) side walkways and two (2) front walkways
- Side walkways will be widen one (1) foot
- Driveway and front walks will be replaced with the EXACT same curves, score lines and joint.
- Driveway and front walks will have the concrete finish matched with a combination of acid washing and light salt (See user note in proposal)
- Mock up of concrete finish will be provided

Subject to the terms and conditions of ezIQC Contract **CA-R8-GB-101723-MDI**.

Detailed Scope of Work Continues..

Work Order Number: 139590.00
Work Order Title: OHA Historical Home Remodeling Project

Mackone Development, Inc.	Date

Oxnard Housing Authority	Date

Contractor's Price Proposal - Summary

Date:	March 19, 2025	
Re:	IQC Master Contract #:	CA-R8-GB-101723-MDI
	Work Order #:	139590.00
	Owner PO #:	
	Title:	OHA Historical Home Remodeling Project
	Contractor:	Mackone Development, Inc.
	Proposal Value:	\$307,138.71

Section - 01	\$21,192.12
Section - 02	\$26,148.93
Section - 03	\$21,633.93
Section - 05	\$4,264.21
Section - 06	\$19,930.33
Section - 07	\$181,061.38
Section - 31	\$3,697.77
Section - 32	\$29,210.04
Proposal Total	\$307,138.71

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 19, 2025

Re: IQC Master Contract #: CA-R8-GB-101723-MDI
 Work Order #: 139590.00
 Owner PO #:
 Title: OHA Historical Home Remodeling Project
 Contractor: Mackone Development, Inc.
 Proposal Value: \$307,138.71

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$6,611.59
			Installation	Quantity 6,010.54 x Unit Price 1.00 x Factor 1.1000 = Total 6,611.59	
				2% bond fee \$300,527.12*0.02=\$6,010.54	
2	01 22 20 00 0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$6,808.46
			Installation	Quantity 48.00 x Unit Price 109.11 x Factor 1.3000 = Total 6,808.46	
				2 men @ 2days to custom form the concrete walks to match the curves for historic preservation 2 men @ 1 day of make mock up	
3	01 74 19 00 0016		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$2,236.23
			Installation	Quantity 2.00 x Unit Price 860.09 x Factor 1.3000 = Total 2,236.23	
				roofing debris, consruction debris	
4	01 74 19 00 0017		EA	10 CY Low-Boy Dumpster "Concrete Or Asphalt Only"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Concrete or asphalt only.	\$1,961.49
			Installation	Quantity 2.00 x Unit Price 754.42 x Factor 1.3000 = Total 1,961.49	
				Concrete debris	
5	01 74 19 00 0024		EA	Vacuum, Pickup, Swap And Dump, Concrete Washout BinIncludes vacuum the liquid from the full bin and pick up the bin, and recycle all material. An empty bin will be left at the site if the project is not completed.	\$3,574.35
			Installation	Quantity 2.00 x Unit Price 1,374.75 x Factor 1.3000 = Total 3,574.35	
				Two pour days	
Subtotal for Section - 01					\$21,192.12
Section - 02					
6	02 41 13 13 0043		SF	>3" To 6" By Hand, Break-up And Remove Concrete Paving	\$24,633.57
			Installation	Quantity 2,490.00 x Unit Price 7.61 x Factor 1.3000 = Total 24,633.57	
				Demo concrete driveway and all four walkways	
7	02 41 19 13 0058		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$1,515.36
			Installation	Quantity 1.00 x Unit Price 1,165.66 x Factor 1.3000 = Total 1,515.36	
				Sawcut concrete	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139590.00

Work Order Title: OHA Historical Home Remodeling Project

Subtotal for Section - 02 **\$26,148.93**

Section - 03

8	03 21 11 00 0124	LF	#4, Grade 50, Slab On Grade, Steel Reinforcement Bar						\$5,349.24
			Quantity	Unit Price	Factor	=	Total		
		Installation	3,240.00 x	1.27 x	1.3000	=	5,349.24		
			Rebar for walkways and driveway						
9	03 35 23 00 0002	SF	Exposed Aggregate, Concrete Floor Finish						\$13,306.96
			Quantity	Unit Price	Factor	=	Total		
		Installation	2,598.00 x	3.94 x	1.3000	=	13,306.96		
			Acid finish with random salt to match existing						
10	03 37 16 00 0010	HR	35 CY/HR, 66 HP Trailer Mounted Concrete PumpIncludes hoses						\$2,977.73
			Quantity	Unit Price	Factor	=	Total		
		Installation	16.00 x	143.16 x	1.3000	=	2,977.73		
			Two pour days						

Subtotal for Section - 03 **\$21,633.93**

Section - 05

11	05 52 13 00 0007	LF	2-1/2" Diameter, Schedule 40, One Rail, Up To 42" High, Welded Steel Pipe Railing						\$1,710.28
			Quantity	Unit Price	Factor	=	Total		
		Installation	20.00 x	54.86 x	1.3000	=	1,426.36		
		Demolition	20.00 x	10.92 x	1.3000	=	283.92		
			center handrail at front and back steps (Final metal type and style will be determined by the historian)						
12	05 52 13 00 0025	LF	2-1/2" Diameter, Schedule 40, Four Rail, Up To 42" High, Welded Steel Pipe Railing						\$2,553.93
			Quantity	Unit Price	Factor	=	Total		
		Installation	13.00 x	151.12 x	1.3000	=	2,553.93		
			back porch guardrail (Final style and type to be determined by the historian)						

Subtotal for Section - 05 **\$4,264.21**

Section - 06

13	06 11 16 00 0157	LF	4" x 4" Pressure Treated Wood Blocking To Wood						\$475.96
			Quantity	Unit Price	Factor	=	Total		
		Installation	36.00 x	10.17 x	1.3000	=	475.96		
			blocking for installation of railing						
14	06 11 16 00 0161	LF	2" x 8" Wood Blocking To Wood						\$4,138.68
			Quantity	Unit Price	Factor	=	Total		
		Installation	420.00 x	7.58 x	1.3000	=	4,138.68		
			blocking for roof sheathing						
15	06 16 33 00 0004	SF	1/2" Thick CDX Plywood Roof DeckingApplied to wood rafters.						\$14,573.52
			Quantity	Unit Price	Factor	=	Total		
		Installation	5,190.00 x	2.16 x	1.3000	=	14,573.52		
			Roof sheathing. If, inspector approves the existing deck, this will be credited back						
16	06 16 33 00 0004 0006	MOD	For Exterior CC Grade Plywood, Add						\$742.17
			Quantity	Unit Price	Factor	=	Total		
		Installation	5,190.00 x	0.11 x	1.3000	=	742.17		

Subtotal for Section - 06 **\$19,930.33**

Section - 07

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139590.00

Work Order Title: OHA Historical Home Remodeling Project

Section - 07

17	07 18 13 00 0003	SQ	32 mils, Base Coat, One-Component, Polyurethane, Elastomeric Plaza Deck System (Garland Dura-Walk®)						\$4,602.33
			Installation	Quantity		Unit Price		Factor	Total
				7.00	x	505.75	x	1.3000	= 4,602.33
			deck coating base (Front deck to the left of the main entrance, back 2nd floor deck, deck of the driveway)						
18	07 18 13 00 0004	SQ	16 mils, Wear Coat, One-Component, Polyurethane, Elastomeric Plaza Deck System (Garland Dura-Walk®)						\$2,658.38
			Installation	Quantity		Unit Price		Factor	Total
				7.00	x	292.13	x	1.3000	= 2,658.38
			deck coating first layer						
19	07 18 13 00 0005	SQ	16 mils, Top Coat, One-Component, Polyurethane, Elastomeric Plaza Deck System (Garland Dura-Walk®)						\$6,355.08
			Installation	Quantity		Unit Price		Factor	Total
				14.00	x	349.18	x	1.3000	= 6,355.08
			deck coating top coating 2 layers						
20	07 31 13 13 0017	SQ	480 Lb./SQ, 4" Exposure, Sculpted Edge, Three Layer Laminated Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed Presidential Shake TL)						\$85,002.33
			Installation	Quantity		Unit Price		Factor	Total
				57.00	x	765.13	x	1.3000	= 56,696.13
			Demolition	57.00	x	382.00	x	1.3000	= 28,306.20
			asphalt shingle roof or GAF Architectural shingle per brochure						
21	07 31 13 13 0021	LF	Three Tab Hip And Ridge Shingles						\$1,554.80
			Installation	Quantity		Unit Price		Factor	Total
				260.00	x	4.60	x	1.3000	= 1,554.80
			ridge flashing (Hip an ridge shingles per the brochure)						
22	07 34 00 00 0017	SQ	40 Mil, Fire Rated, High Temperature, Embossed Surface, Rubberized Asphalt Adhesive, High-Density Cross Laminated Polyethylene Reinforcement, Roofing Underlayment, Self-Adhering (Grace Ice And Water Shield® HT)						\$27,311.04
			Installation	Quantity		Unit Price		Factor	Total
				57.00	x	345.08	x	1.3000	= 25,570.43
			Demolition	57.00	x	23.49	x	1.3000	= 1,740.61
			roof underlayment						
23	07 62 13 00 0033	SF	22 Gauge, 0.034" Thick, Galvanized Steel Flashing						\$3,136.64
			Installation	Quantity		Unit Price		Factor	Total
				160.00	x	15.08	x	1.3000	= 3,136.64
			Deck coating flashing						
24	07 62 19 00 0024	LF	>5" To 7" Girth, 0.032" Thick, KYNAR 500® Finish, Aluminum Drip Edge						\$16,894.92
			Installation	Quantity		Unit Price		Factor	Total
				591.00	x	21.99	x	1.3000	= 16,894.92
			drip edge for gutter						
25	07 63 00 00 0033	EA	2-3/4" ID x 12" Riser Pipe, 4 Lb. Lead Pipe Flashing For Roofs, Fits 2" Pipe						\$1,748.92
			Installation	Quantity		Unit Price		Factor	Total
				12.00	x	112.11	x	1.3000	= 1,748.92
			lead flashing						
26	07 71 23 00 0176	LF	8", 24 Gauge, Box Style Galvanized Steel Gutter						\$18,955.30
			Installation	Quantity		Unit Price		Factor	Total
				350.00	x	41.66	x	1.3000	= 18,955.30
			gutters						
27	07 71 23 00 0176 0328	MOD	For Kynar 500® Finish, Add						\$6,283.55
			Installation	Quantity		Unit Price		Factor	Total
				350.00	x	13.81	x	1.3000	= 6,283.55

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139590.00

Work Order Title: OHA Historical Home Remodeling Project

Section - 07

28	07	71	23	00	0192	EA	8", Box Style Galvanized Steel Gutter End Cap										\$434.77
						Installation	Quantity	Unit Price	Factor	=	Total						
							12.00	27.87	1.3000		434.77						
							x		x								
							gutter ends										
29	07	71	23	00	0192	0328	MOD	For Kynar 500® Finish, Add									\$177.68
							Quantity	Unit Price	Factor	=	Total						
							12.00	11.39	1.3000		177.68						
							x		x								
30	07	71	23	00	0208		EA	8", Box Style Galvanized Steel Gutter Miter									\$1,818.96
							Quantity	Unit Price	Factor	=	Total						
							12.00	116.60	1.3000		1,818.96						
							x		x								
							miter gutters										
31	07	71	23	00	0208	0328	MOD	For Kynar 500® Finish, Add									\$708.40
							Quantity	Unit Price	Factor	=	Total						
							12.00	45.41	1.3000		708.40						
							x		x								
32	07	71	23	00	0224		LF	4" x 5", 26 Gauge, Rectangular Galvanized Steel Downspout									\$2,486.02
							Quantity	Unit Price	Factor	=	Total						
							96.00	19.92	1.3000		2,486.02						
							x		x								
							downspouts										
33	07	71	23	00	0224	0328	MOD	For Kynar 500® Finish, Add									\$932.26
							Quantity	Unit Price	Factor	=	Total						
							96.00	7.47	1.3000		932.26						
							x		x								

Subtotal for Section - 07 **\$181,061.38**

Section - 31

34	31	23	16	13	0007	CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.										\$776.83
						Installation	Quantity	Unit Price	Factor	=	Total						
							4.00	149.39	1.3000		776.83						
							x		x								
							excavate to widen side walkways 1 foot										
35	31	23	16	36	0022	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand										\$2,920.94
						Installation	Quantity	Unit Price	Factor	=	Total						
							48.00	46.81	1.3000		2,920.94						
							x		x								
							Compact soil for walkways										

Subtotal for Section - 31 **\$3,697.77**

Section - 32

36	32	16	23	00	0002	SF	4" Cast In Place Concrete Sidewalk										\$29,210.04
						Installation	Quantity	Unit Price	Factor	=	Total						
							2,398.00	9.37	1.3000		29,210.04						
							x		x								
							new concrete sidewalks										

Subtotal for Section - 32 **\$29,210.04**

Proposal Total **\$307,138.71**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: March 19, 2025

Re: IQC Master Contract #: CA-R8-GB-101723-MDI
Work Order #: 139590.00
Owner PO #:
Title: OHA Historical Home Remodeling Project
Contractor: Mackone Development, Inc.
Proposal Value: \$307,138.71

Name of Contractor	Duties	Amount	%
Masacon		\$275,000.00	89.54

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITH 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 a Contractual Liability Endorsement, 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 CG0001ED, November 1988) 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 CA000T, ED June 1992) covering Code No. 1, "any auto";

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

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

e. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Contractor shall, prior to performance of any services, file with the Administrative Services Manager certificates of insurance with original endorsements effecting coverage required by this Attachment INS-3. 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 Administrative Services Manager. All certificates and endorsements are to be received and approved by the Administrative Services Manager before work commences. Authority reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Administrative Services Manager, addressed as follows:

Oxnard Housing Authority
Rhonda Hodge
Reference No.
435 South D Street
Oxnard, California 93030

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 Administrative Services Manager. The Administrative Services 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 Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents 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 Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Attachment INS-3 or substitute forms containing the same information and acceptable to the Administrative Services Manager shall be used to provide the endorsements.**

5. The coverages provided to Authority shall be primary and not contributing to or in excess of any existing Authority or City of Oxnard insurance or self-insurance coverages. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents 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 Administrative Services Manager. At the option of the Administrative Services Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents 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 Administrative Services Manager.

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODESUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction— Completed Value of Project
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER Oxnard Housing Authority Attn: Rhonda Hodge Contract No. A-8580 435 South D Street Oxnard, CA 93030			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, AUTHORIZED REPRESENTATIVE		

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE OXNARD HOUSING AUTHORITY (the "Authority")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone: _____

POLICY INFORMATION:

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

NAMED INSURED

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

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

AUTHORITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

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

- ☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

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

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE
--------------------	-----------

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

Name: _____
Address: _____
Telephone: () _____

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

- INSURED.** The Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority; or (b) products sold by the named insured to the Authority; or (c) premises leased by the named insured from the Authority, the insurance afforded by this policy shall be primary insurance as respects the Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority, 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 Authority.
 - 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 Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, its officers, agents, employees or volunteers.
 - SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.
- Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

OXNARD HOUSING AUTHORITY
Attn: Rhonda Hodge
435 South D Street
Oxnard, CA 93030

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 OXNARD HOUSING AUTHORITY (the "Authority")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED	☐ Deductible with an Aggregate of \$ _____ ☐ Self-Insured Retention (check which) of \$ _____ 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 Authority unless checked here ☐ in which case only the following specific agreements and permits with the Authority are covered: AUTHORITY 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 Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority; or (b) products sold by the named insured to the Authority; or (c) premises leased by the named insured from the Authority, the insurance afforded by this policy shall be primary insurance as respects the Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 Authority, 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 Authority. 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 Authority, its Commissioners, officers, employees, agents or volunteers or the City of Oxnard, 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 CA000T (Ed. 6/92), 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 OXNARD HOUSING AUTHORITY Attn: Rhonda Hodge 435 South D Street Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date _____ Signed _____	

EXHIBIT C

Federal Funding/Grant Requirements Rider

A. Contractor is hereby advised and acknowledges that the Project is being funded in whole or in part with federal assistance under the Federal Department of Housing and Urban Development (“HUD”), under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Title 24 of the Code of Federal Regulations, Part 570, concerning CDBG funds. The Contractor agrees that it hereby undertakes the same obligations that the Authority has undertaken to HUD pursuant to the Authority’s CDBG application and certifications. The obligations undertaken include, but are not limited to the following:

- i. The Housing and Community Development Act of 1974 (Public Law 93-383) as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983; and the Housing and Community Development Act of 1987, plus all succeeding revisions and amendments to these Acts.
- ii. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) (affirmatively furthering fair housing) as amended; Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 3 of the Housing and Urban Development Act of 1968 (employment priorities for new hires); 12 U.S.C. 1701u (Economic opportunities for low- and very low-income persons); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11246 as amended by Executive Order 11375 and 12086; Executive Order 11063 as amended by Executive Order 12259; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights, and pursuant to 24 CFR 570.904(d) and 2 CFR Part 200.321:
 1. Contracting with Small and Women and Minority Owned Businesses (W/MBE) (2 CFR 200.321). The Subrecipient will take all necessary affirmative steps to assure that minority owned and/or women owned business enterprises and labor area surplus firms are used when possible. Such firms and businesses have 50% or more ownership by an ethnic minority person(s) and/or by woman/women. All construction projects receiving HUD funds and all contractors and subcontractors who receive \$10,000 or more in HUD funds shall fulfill these hiring requirements. These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps:
 - a. Solicitation Lists. Subrecipient must place small and

Federal Funding/Grant Requirements Rider

- minority businesses and women's business enterprises on solicitation lists (2 CFR 200.321(b)(1);
- b. Solicitation. The Subrecipient must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources (2 CFR 200.321(b)(2);
 - c. Dividing Requirements. Subrecipient must divide total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises (2 CFR 200.321(b)(3);
 - d. Delivery Schedules. The Subrecipient must establish delivery schedules where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises (2 CFR 200.321(b)(4);
 - e. Obtaining Services and Assistance. The Subrecipient must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce (2 CFR 200.321(b)(5); and
- iii. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and the implementing regulations at 24 CFR 75 (Economic Opportunities for Low-And Very Low-Income Persons). The purpose of Section 3 (HUD) is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 (HUD), shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - iv. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 (HUD) clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall contain the Section 3 (HUD) preference, shall set forth: (1) the minimum number and job titles subject to hire; (2) availability of apprenticeship and training positions; (3) the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and (4) the anticipated date the work shall begin.
 - v. The Contractor agrees to require this Section 3 (HUD) clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and

agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 (HUD) clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

- vi. By its signature to this Agreement, the Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.
 - vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- B. The Labor Standards Regulations set forth in Section 570.603 of 24 CFR Part 570; and HUD Handbook 1344.1. If this Agreement involves construction or facility improvements exceeding \$2,000 awarded by the Recipient, the Contractor agrees to comply with:
- i. **Prevailing Wages:** Requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 276a to 276 a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5) applies. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined to be applicable to this contract by the Director of the California Department of Industrial Relations for similar classifications of labor, the Subrecipient and its contractor and subcontractors shall pay not less than the higher wage rate.
 - ii. Contractor shall comply with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.
 - iii. **Copeland Anti-Kickback Act:** Contractor agrees to comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR Part 3). This act provides that the contractor and subcontractors shall be prohibited from inducing any person employed in the construction, completion, or repair of public facilities to give up any part of the compensation which they are otherwise entitled.
 - iv. The contractor and subcontractors shall maintain documentation that demonstrates compliance with hour and wages requirements of this part.

Federal Funding/Grant Requirements Rider

Such documentation shall be made available to the Authority for review upon request. The Authority and Contractor agree to include a provision requiring such compliance in its lower tier covered contracts and transactions.

C. Contract Work Hours and Safety Standards Act:

- i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- iii. Withholding for unpaid wages and liquidated damages. The Authority shall upon its own action or upon written request of an authorized representative of the U.S. Department of Housing and Urban Development (HUD) or the U.S. Department of Labor (DOL) withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.
- iv. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i.) through (iii.) of

this section.

- a. Equal Employment Opportunity. During the performance of this Agreement, the Contractor agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provisions on contractor agreements contained in Presidential Executive Order #11246 as amended by Executive Order 11375 and as approved by the Department of Labor Relations (41 CFR Part 61).
- b. The following laws and regulations relating to preservation of historic places: Public Law 89-665 the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and Executive Order 11593 including the procedures prescribed by Advisory Council on Historic Preservations in 36 Code of Federal Regulations, Part 800.
- c. The Architectural Barriers Act of 1968 (42 U.S.C. Section 4151 and the Americans with Disabilities Act of 1990 (ADA).
- d. The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.).
- e. The Flood Disaster Protection Act of 1973 (Public Law 93-234 and the regulations adopted pursuant thereto) Section 202(a) and the regulations in 44 CFR parts 59 through 79.
- f. The Clean Air Act (42 U.S.C. Chapter 85) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.) and the regulations adopted pursuant thereto.
- g. Executive Order 12372, which requires State Clearinghouse review and comment of any CDBG project for the planning, construction, reconstruction, and/or installation of water or sewer facilities.
- h. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)).
- i. Debarment and Suspension. An agreement or contract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM) database, in accordance with 2 CFR 180 that implements Executive Orders 12549 and 12689, "Debarment and Suspension." Provision of 24 CFR Part 570.609, and 24 CFR 5.105(c) for procurement activities regarding use of debarred, suspended, or ineligible contractors or subcontractors and 24 CFR Part 24 for non-procurement activities, regarding use of debarred, suspended, or ineligible contractors or subcontractors. This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000.
- j. Contractors excluded, disqualified or otherwise ineligible (e.g., suspension, debarment, or limited denial of participation) for Federal procurement and non-procurement programs per 24 CFR 570.609 shall not be considered for contract award. The Authority will verify the Contractor's and eligibility via the General Services Administration System for Award Management site (<https://www.sam.gov/data>).

Federal Funding/Grant Requirements Rider

- k. The Contractor further agrees to comply with any environmental, procurement, construction, and other guidelines provided by Recipient. All local code regulations must be recognized and services provided must conform to the said standards.
- l. Clean Air Act and the Federal Water Pollution Control Act. Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act (42 USC 7401 – 7671q), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15), which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities. Violations will be reported to the US EPA Administrator for Enforcement (EN-329).
- m. By execution of this Agreement The contractor and subcontractors will be deemed to have stipulated as follows:
 - i. Hereby declare that no person who will be utilized in the performance of this contract has a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act which prohibits them from perform work on a federally funded project.
 - ii. Agree(s) to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the EPA.
 - iii. That any facility that is or will be utilized in the performance of this Agreement, unless the Agreement is exempt under the Clean Air Act, as amended (42 USC 7401 – 7671q et seq., as amended by Public Law 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of this Agreement award, on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
 - iv. Agree to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
 - v. Shall promptly notify the Authority of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.
 - vi. Agree to include or cause to be included the requirements of this article in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.
- n. Contractor and subcontractors agree to comply with all of the standards, order, and requirements issued under Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and

Recovery Act at 42 USC 6962). See 2 CFR 200, Appendix II (J), or at 2 CFR 200.322.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D. Standard of Conduct, Conflict of Interest and Lobbying

- a. No member, officer or employee of the Subrecipient or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project activities during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project activities assisted under this CDBG Subrecipient Agreement.
- b. No member, officer or agent of the Subrecipient shall participate in the selection of the award, or administration of, any Project activities or construction contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - i. Contractor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement in accordance with the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of Federal Regulations (CFR) 87.
 - ii. Contractor certifies that it will not and has not used Federal appropriated

Federal Funding/Grant Requirements Rider

funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Contractor shall file the certification in Exhibit D.

- iii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other federal disclosure forms as requested.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT D

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Typed Name of Organization

Address of Organization

Typed Name of Certifying Official

Typed Title of Certifying Official

Signature

Date

The A. Levy House				
Project Plan & Scope of Work				Action
Feature/ Trade	Status	Priority	Task	
Roofing	MA/PY 7 (2017) Incomplete; owner withdrew from Mills Act plan in 2021. Prior work: Reroof (2002), Elastomeric coating (2019-2021). Documentation indicates it was not replaced during 2010-2024 period. Inspection and estimate required by qualified roofer. Reroof with more appropriate/compatible comp shingle material, color, and shadowed thickness. Rafter notching on wide gable eaves indicates missing gutter system; requires replacement. Bird screening is causing debris trap. Porte cochere deck, front deck, rear balcony deck all need repair or reroof. Front deck requires resloping for drainage, possible rebuild, consider decking material. One attic vent is missing (see windows). 2/10 Mackone, awaiting bid 2/24 Roofer inspection, have bid	High Priority	Re-roof with high quality comp shingles	Phase 1 2025 Admin COA
			Install high quality gutters	
			Resurface/replace front deck	
			Replace balcony deck	
		Moderate Priority	R/R porte cochere roof deck, as needed	Phase 1 2025 Maintenance Tech COA Exempt
			Replace bird screening with clear spikes	
Carpentry	Many areas of dry rot & missing material noted. Comprehensive repair required. Many visible exterior holes/gaps. Full inspection and repair required, coordinate with painting. Carriage House - MAPY 5 (2015). Incomplete. Siding is extant on three elevations (2017). Reported in 2018 that south side was still not done as required access by neighbor. This remains vertical boards. Coordinate with house siding work. 2/24 Spectra, awaiting bid	High Priority	R/R exterior wood cladding in kind	Phase 2 2026 Admin COA
	Requires full inventory and repair/restoration, or replacement in kind if needed, of all wood trim and sills, framing, and sash rails and stiles. Coordinate with window work and painting.	High Priority	R/R dry rotted window trim boards	Phase 2 2026 Admin COA

	2/24 Spectra, awaiting bid			
	Original front entry steps have been removed and inappropriate handrails introduced in front and rear. Requires immediate fix for safe and compliant handrail and eventual restoration/reconstruction or period/stylistically appropriate entry/rail.	High Priority	Replace/add compliant handrail at front porch, rear porch and Unit 2	Phase 1 2025 Admin COA
	2/10 Mackone, awaiting bid 2/24 Spectra, awaiting bid	Low Priority	Restore front, side deck, and rear entry and handrails	Phase 3 2027 Admin COA
	Repair as minimally as possible to correct minor condition. In-kind replacement material, if needed.	High Priority	Repair Unit 9 entry step	Phase 1 2025 Maintenance Tech COA Exempt
		High Priority	Secure and weather seal subfloor vents	Phase 2 2026 Admin COA
	Consistent, period or stylistically appropriate design.	Low Priority	Rebuild/restore subfloor vents	Phase 4 2028 Admin COA
	Low-priority due to eliminated access. Replace with period or stylistically appropriate design to match front, side, and rear entries.	Low Priority	Redesign handrail on porch cochere roof deck	Phase 3 2027 Admin COA
Windows & Doors	MA/PY 9 (2019) Reported interior/exterior repaint (2010). Inspection (2/2014) documented need for painting south side windows frames and sills, which was never reported completed. Wood DH & casement – singles, pairs, ribbons, & tripartite. Some modification and relocation; Modifications and addition of out-swinging casements (1929). Full inventory, including inspection of operation status, condition, and repair/replacement needs, as	High Priority	R/R windows, as needed	Phase 2 2026 Admin COA
		High Priority	Replace north attic vent	Phase 2 2026 Admin COA

	well as glass, glazing, weatherstripping, and operational mechanisms needed. SE windows are in worst condition with scattered needs throughout. Coordinate with window repair (see Plan Year 3). Original screens missing; carriage house has replacement screens (~30 A/F) in cellar. Custom screens needed to restore original aesthetic. 2/24 Spectra, awaiting bid	Moderate Priority	Install new custom screens, as needed	Phase 3 2027 Admin COA
	MA/PY6 (2016) Interior door replacement reported completed. Replacements and current inventory of doors is unclear. Reported Units 4, 7, 6, & 8 replaced (2011/2012) and all but one replaced (2016/2017). Interior entry doors appear mostly original/period with various hardware from original to modern. Exterior doors on main house replaced except rear balcony. Carriage House has one original exterior door. A full inventory of interior/exterior doors on residence and carriage house is required to determine replacement needs and plan to achieve period appropriate and uniform aesthetic. Interior doors should be either 5-panel or Shaker style. Inventory is low priority and work includes restoration opportunity and can be completed in priority phases/routine maintenance.	Low Priority	Replace inappropriate exterior/interior doors, as needed	Phase 5 2029 Admin COA
Painting	Severe failing conditions noted. Full repaint required. Coordinate with all exterior patch/repair work. 2/24 Spectra, awaiting bid	High Priority	Paint entire exterior	Phase 2 2026 Admin COA
		Routine Maintenance	Minor exterior paint touch-ups as needed	Phase 1 2025/Ongoing Maintenance Tech COA Exempt
Plumbing	Unspecific plumbing work reported in Units 1,2,3,4,6,8, & 9 (2019-2021). Water heater installed in Units 7 & 8. Replacement of 4" cast iron drainpipe in Units 1, 2, 4, 7, 8, & 9 (2019-2021). Drain pipes may be lower priority due to more recent work.	Moderate Priority	Repair/replace incoming & drain lines as needed	Phase 3 2027 Admin COA

	Water heater – shared plumbing. Need to investigate. Ideal would be to separate everything and pay their own. If not, identify what is shared and how to distribute equitably. Identify unauthorized tenants. Get as-builts. Sewer lines look new – replaced at some point. ABS. No issues. Incoming – no complaints. See copper lines in cellar. Previous vendor work unavailable. Lauderbach, awaiting bid			
	MAPY 2 (2012). Unit 2 viewed - modern replacements. Inspected all units (2/10-2/11). Incomplete, but not urgent condition. Replace as needed with unit vacancies.	Routine Maintenance	Repair/replace damaged or inoperable interior fixtures with period-appropriate selections in consultation with JMRC, as needed	Phase 1 2025/Ongoing Maintenance Tech COA Exempt
HVAC	Furnaces (5) located in cellar. All require replacement. A few mid-century interior wall heaters were identified by JMRC 2/5 full inspection 2/10 Mackone, awaiting bid 2/24 ABC inspection, awaiting bid	Routine Maintenance	Replace furnaces (5) in cellar and interior wall heaters with all wall heaters to minimize intrusive addition of duct work, intake vents, etc. Retain historic vents and appliances in consultation with JMRC	Phase 2 2026 Admin COA
	No whole house AC system; consider future system or split units. Existing tenant window AC units; some problematic, causing water damage to adjacent historic materials.	Routine Maintenance	Remove tenant AC window units	Phase 1 2025 Maintenance Tech COA Exempt
Landscaping	MA/PY 2 (2012) Landscaping in good condition, not urgent. No work needed at this time.	Routine Maintenance	Landscaping - install sprinklers, clean-up plantings, trim trees as needed	Phase 1 2025/Ongoing Maintenance Tech COA Exempt
Chimney	Regardless of operable status, chimneys require interior inspection and repair of flues and fireboxes by chimney sweep; interior/exterior inspection, repair, and repointing of mortar by mason; rebuilding of stacks above roofline per code; seismic strapping, and application of approved penetrating sealer (and possibly sacrificial anti-graffiti coating) for at least front chimney. Coordinate exterior stack and seismic tie work with roof work. 2/24 Spectra, awaiting bid	High Priority	Cap or restore fireplaces, as needed	Phase/Scope Pending Final Inspection
			Seismic strap chimneys to structure at roofline	
			Increase chimney stacks to code	
			Repoint mortar & restore/seal brick	

	Lauderbach, awaiting bid TBD Chimney inspection			
Flooring	MA/PY 4 (2014) Reported completed: Units 1 & 3 (2019-2021). Reported not completed: Unit 8 (2015), Units 4 & 9 (2018). Unit 2 inspected (carpeted). 2/10-2/11 all units inspected. Unit 9 has some areas of greater repair; all other units are in acceptable condition. Inspect and complete as needed with unit vacancies.	Routine Maintenance	Repair or refloor with wood plank flooring - Unit 2 (vacant) and others with unit vacancies, as needed (JMRC discuss scope with Dillan)	Phase 1 2025 Admin COA
	Inappropriate shellack finish should be removed, R/R flooring as needed, refinish appropriately	Low Priority	Refinish front/rear porch flooring .	Phase 3 2027 Admin COA
Electrical	MA/PY 6 (2016) Unspecific repairs reported (2019-2021). Full inspection and repair/rewire required. May need service amp upgrade and new panel(s). Requires full inspection and rewire to separate units. May have 7 meters, and carriage house shares a meter. 100 AMP service per unit. 2/10 Mackone, awaiting bid 2/24 Lauerbach, awaiting bid	High Priority	Upgrade service amperage, as needed	Phase 2 2026 Admin COA
			Install new panel(s), as needed	
			Electrical rewire, as needed	
Interior Work	MAPY 7 (2017). Units 1,2, & 3 repainted (2019-2021). Not reported. 2/10-2/11 All units were inspected. Large patch near attic access is improvable.	Routine Maintenance	Repair/patch, repaint interior plaster walls/ceiling as needed in consultation with JMRC.	Phase 1 2025/Ongoing Maintenance Tech COA Exempt
	MAPY 8 (2018). Repeat from Plan Year 2 (2012). Not reported		Replace kitchen/bath fixtures and appliances	
	2/10-2/11 All units were inspected. Inspect and replace as needed with unit vacancies.		Minor interior repairs to flooring	
	Anticipated interior repair and maintenance work		Minor interior repairs/painting to wood trim	
Concrete	MAPY 9 (2019). Incomplete/not completed. Walkways are in poor condition and require in-kind replacement to match in material, scoring	High Priority	Replace concrete driveway in consultation with JMRC	Phase 1 2025 Admin COA

	pattern, color, and aggregate texture. Two front curving walkways are original/early. Dimension, curvature, and path must also be preserved in replacement. Salvage and reuse original contractor stamp(s), if present. MAPY 10 (2020). Incomplete. Minor repairs reported in Year 4 (2014). Driveway is in poor condition and requires in-kind replacement to match in material, scoring pattern, color, and aggregate texture. Assess salvage and reuse potential of original contractor stamp(s). 2/10 Mackone, awaiting bid			
Cellar	2/10 Inspected for code compliance and rehabilitation. Requires fire floor separation, restore interior stair access, replace exterior cellar door	High Priority	Construct fire floor separation per code, replace exterior cellar door and weatherproof/seal as needed	Phase 2 2026 Admin COA
	2/10 Mackone, awaiting bid	Low Priority	Restore interior steps/access	Phase 3 2027 Admin COA
Weatherproofing	MA/PY 6 (2016) Reported complete; unlikely. No evidence provided. Low priority. Coordinate after electrical and plumbing, if needed. 2/10-2/11 Main side gable has bat insulation; none in W cross gable. No attic in carriage house. Schedule after all attic access work.	Low Priority	Insulate attic	Phase 3 2027 Admin COA
	Numerous intrusions and gaps identified 2/10 Mackone, awaiting bid	Moderate Priority	Seal subfloor vents	Phase 2 2026 Admin COA
Seismic	Inspected 2/10 - Foundation is not strapped 2/10 Mackone Bid	High Priority	Foundation strapping	Phase 2 2026 Admin COA
Pest Control	Termite and dry rot damage noted/suspected. Reprioritize work, if needed after inspection 2/24 Termite inspection, awaiting report	High Priority	Treat and R/R wood material, as needed	Phase 1 2025 Admin COA
ADA Compliance	Not accessible; however, appears to meet Section 8 requirements. Checking grant requirements. Rear entry may be easily made accessible and mailboxes relocated to exterior if needed/desired.	Low Priority	Consider accessibility needs in consultation with JMRC	Phase/Scope Pending Final Inspection



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

DATE: April 29, 2025
TO: City Council
FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org
SUBJECT: Approval of Fiscal Year (FY) 25-26 Special Event Support Program Events and Budget.

RECOMMENDATION

That the City Council approve the list of recommended events for the FY 25-26 Special Event Support Program and allocate \$112,000 in the FY 25-26 budget to support the program.

(This item did not originate in Committee.)

BACKGROUND

The City of Oxnard is home to more than thirty (30) special events each year, including programs and festivals that recognize major holidays. Special events in the City are permitted with a Temporary Use Permit (TUP) through the Planning Division of the Community Development Department. Each year, the City receives requests from event organizers to "waive" or reduce City service fees associated with their events. Historically, many of these events received a discount on services provided, which means the City is not achieving cost recovery and event organizers rely on such "waivers". A "waiver" is in essence a subsidy. With the exception of the TUP fee which "may be waived at the written request of the applicant and upon the approval of the city manager for charitable, youth or nonprofit organization projects" per Oxnard City Code Section 16-478, there was no policy in place to allow reductions or waivers of fees associated with special events prior to the adoption of the Special Event Support Program (SESP) in June 2022.

The City Council approved the SESP to encourage the production of free special events that enhance the quality of life, provide low-cost entertainment and other leisure activities, and contribute to the dynamic atmosphere of the community. The SESP offers a subsidy toward City service fees for certain special events held in Oxnard that meet the support categories, are free and open to the public, and have at least one year of successful history within the City, among other requirements. This created a transparent policy and fair process for event organizers hosting valuable community programs and events by offsetting certain City service costs while ensuring that City departments achieve cost recovery for performing services outside of their routine responsibilities.

In its three years, the SESP has provided the following support to events in the City:

- **FY 22-23:** seventeen (17) events supported for a total subsidy of \$62,615
 - Twenty-two (22) events were approved with a budget of \$115,000
 - Five (5) events did not receive a subsidy because they did not submit an application for consideration, did not meet the program requirements, or did not hold an event in FY 22-23.
- **FY 23-24:** twenty-three (23) events supported for a total subsidy of \$83,798
 - Twenty-five (25) events were approved with a budget of \$100,000
 - Two (2) events did not receive a subsidy because they either charged an admission fee (violates the program requirements) or did not receive a TUP
- **FY 24-25:** twenty-three (23) events are anticipated to be supported for an estimated subsidy of \$103,000

- Twenty-five (25) events were approved with a budget of \$108,000

As of the writing of this report, sixteen (16) events have occurred with an approximate cost of \$84,300. Seven (7) additional SESP approved events are scheduled to occur before June 30, 2025 with an estimated total of \$18,700. Two (2) of the approved events will not receive a subsidy in FY 24-25: (1) Dia de los Muertos altar at the Carnegie did not require a TUP due to its size and (2) Guelaguetza will not occur in 2025 because the event organizer does not have capacity this year.

DISCUSSION

SESP applications were distributed to eligible event organizers in January 2025 via email. Eligible events were identified as those organizers who obtained a TUP in prior years for an event that aligns with the program goals, support categories, and eligibility criteria. Event organizers were invited to submit an application by the deadline of March 21, 2025, should they wish to be considered for support in FY 25-26 in alignment with the program policy.

Staff recommends twenty-five (25) events for the SESP in FY 25-26 which are outlined in Attachment #1. This list recommended by staff includes twenty-four (24) events that were subsidized in FY 24-25 and one (1) new event to the program.

As mentioned above, two (2) of the approved events did not receive a subsidy in FY 24-25; however, staff anticipates these events qualifying for the program in FY 25-26 and recommends their inclusion in the program. The Dia de los Muertos Altar at the Carnegie has grown and will encroach into the sidewalk, impact the street, and include other elements that necessitate a TUP. Guelaguetza's event organizer submitted an application for FY 25-26 and indicated that they plan to host the event in June 2026.

One (1) new event will meet the program requirements in FY 25-26. Trick or Treat at the Collection aligns with a holiday and has at least one year of successful history with the City's TUP process as outlined by the SESP policy. The estimated cost of this subsidy is \$2,700 based on actual costs from the 2024 event.

Fall Festival, which has been organized by the City's Cultural and Community Services Department, did not submit an application for FY 25-26 as they do not plan to host this event in 2025 and will instead be focusing on smaller programming opportunities for the community.

In total, the twenty-five (25) events are estimated to cost \$112,000. Should any of these events no longer meet the program requirements, not obtain a TUP, or no longer be eligible for any reason, the subsidy will not be provided to that particular event.

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

As proposed, the SESP will require a budget allocation of \$112,000 in the FY 25-26 budget from the General Fund in the City Manager's Department to support the twenty-five (25) recommended events. After multiple years of data collection, this budget allocation is expected to accurately reflect the actual costs of supporting the events with consideration for annual service cost increases and anticipated changes in required services. The appropriation to support these events will be included in FY 2025-26 budget recommendation under the General Fund, 1011001 (General Fund Non-Departmental) - 53200 (Professional Services -Other).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. SESP FY25-26 Anticipated Events

Special Event Support Program FY 24-25 Anticipated Events & Budget (rev. 3/26/25)								
						\$178,150.00		\$112,000.00
#	Category	Event Name	Event Organizer	Event Date	Location	Anticipated total costs	Subsidy %	Anticipated subsidy
1	Category A	Martin Luther King, Jr. March	Martin Luther King Jr. Committee of Ventura County	1/19/2026	Plaza Park	\$2,400.00	100.00%	\$2,400.00
2	Category A	Philippine Flag Raising Ceremony	Filipino-American Council of Ventura County	6/12/26	City Hall	\$2,200.00	100.00%	\$2,200.00
3	Category B	4th of July Fireworks by the Sea & Family Parade	Channel Islands Harbor Foundation	7/4/25	Channel Islands Harbor	\$44,000.00	50.00%	\$15,000.00
4	Category B	Cesar Chavez Memorial March	Port of Hueneme	3/31/26	Del Sol Park	\$1,200.00	50.00%	\$600.00
5	Category B	Downtown Christmas Parade	Oxnard Downtowners Foundation	12/6/25	Downtown	\$17,200.00	50.00%	\$8,600.00
6	Category B	Downtown Tree Lighting & Food Truck Event	Oxnard Downtowners Foundation	12/4/25	Plaza Park	\$900.00	50.00%	\$450.00
7	Category B	Fiestas Patrias	Radio Lazer	9/13/2025	Plaza Park	\$24,250.00	50.00%	\$12,125.00
8	Category B	Guelaguetza	Mixteco/Indigena Community Organizing Project (MICOP)	6/1/2026	Plaza Park	\$1,450.00	50.00%	\$725.00
9	Category B	Halloween Haunt in the Park	Downtown Oxnard Improvement Association (DOIA)	10/1/2025	Plaza Park	\$600.00	50.00%	\$300.00
10	Category B	Juneteenth	Juneteenth Celebration of Ventura County	6/1/2026	Plaza Park	\$7,200.00	50.00%	\$3,600.00
11	Category B	The Collection Tree Lighting & Fireworks	The Collection at RiverPark	11/19/2025	The Collection	\$16,100.00	50.00%	\$8,050.00
12	Category B	Trick or Treat at The Collection	The Collection at RiverPark	10/22/2025	The Collection	\$5,400.00	50.00%	\$2,700.00
13	City Organized	Christmas Tree Lane	City of Oxnard Cultural & Community Services	12/14/25-12/26/25	Historic District	\$14,750.00	100.00%	\$14,750.00
14	City Organized	Dia de Los Muertos Community Altar	City of Oxnard Cultural & Community Services	11/1/2025	Carnegie/Plaza Park	\$1,400.00	100.00%	\$1,400.00
15	City Organized	Dia de Los Muertos/Halloween Community Garden	City of Oxnard Public Works	10/24/2025	Community Garden	\$1,000.00	100.00%	\$1,000.00
16	City Organized	Halloween Spooktacular	Oxnard Police Department	10/6/2025	Downtown	\$1,500.00	100.00%	\$1,500.00
17	City Organized	Insect Festival	City of Oxnard Cultural & Community Services	6/6/2026	Plaza Park	\$5,800.00	100.00%	\$5,800.00
18	City Organized	Memorial Day	City of Oxnard City Manager's Office	5/25/2026	Plaza Park	\$2,700.00	100.00%	\$2,700.00
19	City Organized	Multicultural Festival	City of Oxnard City Manager's Office	10/4/2025	Plaza Park	\$10,100.00	100.00%	\$10,100.00
20	City Organized	OPD Memorial	Oxnard Police Department	5/15/2025	Downtown	\$1,500.00	100.00%	\$1,500.00
21	City Organized	Public Works Day	City of Oxnard Public Works	5/1/2026	Oxnard College	\$4,000.00	100.00%	\$4,000.00
22	City Organized	Santa at the Station	Oxnard Police Department	12/15/2025	Downtown	\$1,300.00	100.00%	\$1,300.00

Special Event Support Program FY 24-25 Anticipated Events & Budget (rev. 3/26/25)								
						\$178,150.00		\$112,000.00
#	Category	Event Name	Event Organizer	Event Date	Location	Anticipated total costs	Subsidy %	Anticipated subsidy
23	City Organized	Tamale Festival	City of Oxnard Cultural & Community Services	12/6/2025	Plaza Park	\$5,600.00	100.00%	\$5,600.00
24	City Organized	The Longest Night Memorial	City of Oxnard Housing Department	12/21/2025	Plaza Park	\$600.00	100.00%	\$600.00
25	City Organized	Veterans Day	City of Oxnard City Manager's Office	11/11/2025	Plaza Park	\$5,000.00	100.00%	\$5,000.00



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

DATE: April 29, 2025

TO: City Council

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

SUBJECT: Purchase Order with Gibbs International Inc. for a 2026 HV607 SBA (10-ton Dump Truck) for Streets Maintenance.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to approve a purchase order with Gibbs International Inc. for a not-to-exceed value up to \$300,000.00 for the purchase of a 2026 HV607 SBA International Truck (10-ton Dump Truck) for Streets Maintenance.

(This item did not originate in Committee because it is a continuation of a specific item included in the City Council Adopted FY 2024-25 Budget for Public Works.)

BACKGROUND

The Public Works Streets Maintenance Division (Division) is responsible for maintaining the City's roads, alleys, sidewalks and gutters, as well as ensuring the upkeep of road markings, traffic signs, and sign poles. Additionally, the Division handles weed abatement and beach sand removal within the public right of way.

Over the past five years, Streets retired three dump trucks with no replacements. See table below:

#	Model Year	Years in Service	Miles	Manufacturer	Vehicle City Equipment No.	Year Removed from Service
1	1987	33	14,497	International	2282	2020
2	1987	37	81,307	International	2284	2024
3	1987	34	66,495	International	2285	2022
4	2013	11	33,643	Freightliner	13400	Currently in service

The retired dump trucks were evaluated by the Public Works Fleet Services Division and determined to be replaced due to California Air Resources Board (CARB) mandatory compliance.

DISCUSSION

The Division is requesting approval to purchase one new 10-ton dump truck, as outlined in the FY 2024-25 adopted budget and funded through Measure O Capital Funds. To efficiently use resources (staff time and fuel), having multiple dump trucks will avoid making multiple trips with the only available truck to haul equipment to the work site. Additionally, having multiple dump trucks allows separate crews (e.g., concrete crew separate from an asphalt crew) to operate in two different locations at the same time when the work requires the use of a dump truck.

According to the attached equipment specifications with Gibbs International Inc. (Gibbs), the estimated cost of the new

dump truck is \$261,861.84. Dump trucks are essential to daily operations, serving multiple purposes. They transport heavy equipment, tools, and materials to job sites and are also used for hauling debris from spills, accidents, homeless encampments, and beach sand within the right of way.

Staff identified NJPA/Sourcwell cooperative agreement #032824-NVS with Gibbs International LLC. Utilizing a cooperative purchasing method, such as a Sourcwell, allows the City to “piggyback” on the agreement and obtain the dump truck at a discounted price. Sourcwell is a cooperative purchasing program that unites the buying power of government, education, and nonprofit organizations. By utilizing hundreds of competitively solicited and awarded contracts, Sourcwell simplifies the public procurement process and ensures the efficient use of taxpayer dollars. Thousands of public entities are enrolled as participating agencies in this program. Furthermore, Gibbs is a leading provider of this equipment and is recognized throughout Southern California for its innovative design and integrated safety features.

Staff’s recommended not-to-exceed (NTE) purchase amount of \$300,000 will allow for enough purchasing latitude to account for possible price increases due to uncertainties such as potential tariffs and regulatory changes. Because of this uncertainty in potential changes to the final cost, staff recommends that the equipment be purchased with an NTE purchase order with Gibbs and any fluctuations in the final truck price will be covered by the total NTE value of \$300,000.

The estimated delivery for this purchase is Summer of 2025. Please note that in order to meet the State required Zero Emission Vehicle standards, the City will be leasing two electric vehicles to offset the purchase of this dump truck.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Purchase Order with Gibbs International Inc. shall not exceed \$300,000.00. Funding of this purchase is included in the Adopted FY 2024-25 Capital Outlay Fund (301) budget which is funded from the Measure O Fund (104) in Project C2547.

Account	Available Budget	Estimated Quote
3013401-56040-C2547	\$300,000.00	\$261,861.84
TOTAL	\$300,000.00	\$261,861.84

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of a specific item included in the City Council Adopted FY 2024-25 Budget for Public Works.

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

ATTACHMENTS

1. Gibbs Quote
2. Dump Truck Photo
3. Buyers Order Addendum
4. Dump Truck Spec Sheet HV 607
5. Sourcwell Contract 032824

GIBBS INTERNATIONAL INC

Salesperson: John Limoli

Ph: 805-485-0551

Fx: 805-988-1846

GIBBS TRUCK CENTERS 2201 E VENTURA BLVD OXNARD CA 93036 RETAIL ORDER FOR NEW AND USED MOTOR VEHICLES AND ATTACHMENTS				Date:	3/20/2025	Order #	245842	
				Name:	City Of Oxnard-PW Dept. Streets Division			
				Email :	phillip.schwieder@oxnard.org			
				Address:	1060 Pacific Ave, Bldg II			
Seller #	04508	CITY:	Oxnard	ST/ZIP	CA	93030		
		PHONE:	(805) 247-8912	FAX:				
I hereby order from you, subject to all terms, conditions and agreements contained here.								
Year	New/Used	Make	Model	SERIAL #	Body Type	Price		
2026	New	Intl	HV 607	TBD	C/C	\$144,688.75		
2025	New	Enoven	BeauRoc	Elipctical 15 ' Dump Body Hardox 450	Dump	\$71,394.86		
			RXH					
			15-4248-HL					
Pricing for Truck Chassis and Dump Body valid Thru May 8 2025						Doc Fee	\$85.00	
NJPA/Sourcwell Award # 032824-NVS FOB City Of Oxnard , CA Chassis MSRP Price \$192,539.54 Sourcewell Discount - \$47,850.79 Dump Body MSRP Price \$79,740.68 Sourcewell Discount - \$ 8,345.82 Total Sourcewell Discount To City of Oxnard: \$56,196.61				1. Cash Price =		\$216,168.61		
				2. Sales Tax		9.250%	\$19,995.60	
						County		
				3. Federal Excise Tax (FET)			\$25,615.13	
				4. CA Tire Tax (\$1.75 each)		10	\$17.50	
				5. Vehicle Price Including Tax			\$261,796.84	
TRADE-IN				6. Down Payment/Deposit				
YEAR				7. Trade Allow		\$0.00		
MAKE				Total Down/Deposit =			\$0.00	
MODEL				8. Unpaid Balance			\$261,796.84	
SERIAL #				9. Optional Svc Contract				
BODY TYPE				a. (DMV) Est. Cert. of Title		\$65.00	Exempt Plates	
TRADE ALLOW				b. Origination fee				
AMOUNT OWING								
NET TRADE ALLOW		\$0.00						
STOCK #								
This order is subject to the written acceptance of Gibbs Truck Centers to which it is addressed. Salesman: John Limoli jlimoli@gibbstucks.com Date: 3/20/2025 Office: 805-485-0551 Ext. 127 Cell : 805-701-5755				Total Other Charges		\$65.00		
				Unpaid Balance (Amount Financed)		\$261,861.84		
				Finance Charges				
				Total Amount Due		\$261,861.84		
				Total Sale Amount		\$261,861.84		
Note: If vehicle is Used, The Vehicle is sold "AS IS" WITH NO WARRANTY unless otherwise endorsed by Seller. PURCHASER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS ORDER.								
				Purchaser:		Date: 3/20/2025		
				City Of Oxnard-PW Dept. Streets Division				
Payment Schedule: Purchase agrees to pay "TOTAL OF PAYMENTS" (item 9 above) in _____ installments of \$ _____ each and _____ installments of \$ _____ each, and _____ installments of \$ _____ each, payable on the same day each successive month commencing * _____ 20 _____, and as follows: _____ *If no date is inserted in blank, the first installment is payable one month from date of agreement.								
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED City Of Oxnard-PW Dept. Streets Division								

New
2026 HV-607 International Dump Truck





POTENTIAL TARIFF AND REGULATORY SURCHARGES

Please be advised that, due to ongoing uncertainties regarding potential tariffs and regulatory changes, the Original Equipment Manufacturer (OEM) may implement additional surcharges on orders. These surcharges, if applicable, would be passed on to the customer and may result in a higher purchase price for the vehicle. The exact impact of any tariff or regulatory change is uncertain at this time, but any adjustments to pricing will be communicated as soon as the information becomes available.

We recommend that customers remain aware of the possibility of such adjustments and consult with the dealership for the latest pricing information.

DISCLOSURE DOCUMENTATION

SELLER INFORMATION:

Gibbs International Inc, 2201 E. Ventura Blvd, Oxnard, CA 93036

VEHICLE DESCRIPTION:

Acknowledged and Accepted:

Date: _____

By: _____

Customer Signature (Purchaser)

Print Name/Title

Print Customer Business Name

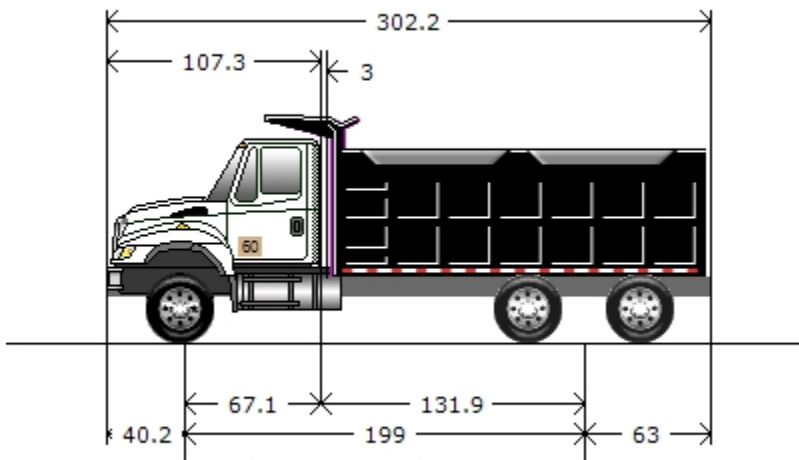
Prepared For:

Gibbs Stock Unit
 Gibbs Customer
 2201 E Ventura Blvd.
 Oxnard, CA 93036-7902
 (805)485 - 0551
 Reference ID: City Of Oxnard

Presented By:

GIBBS INTL INC
 John Limoli
 2201 E. VENTURA BLVD.
 OXNARD CA 93031 -
 (805)485-0551

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**City Of Oxnard**

Model Profile
2026 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Water Truck
MISSION:	Requested GVWR: 58000. Calc. GVWR: 56000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 22.16% / 2.51% @ 55 MPH Calc. Geared Speed: 67.0 MPH
DIMENSION:	Wheelbase: 199.00, CA: 131.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson HAS-402-55} 40,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers, Mounted Inboard
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

	F/R Wt (lbs)	Tot Wt (lbs)
Base Chassis, Model HV607 SBA with 199.00 Wheelbase, 131.90 CA, and 63.00 Axle to Frame.	6136/3644	9780
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
AXLE CONFIGURATION 6x4	171/96	267

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL	119/284	403
LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper	3/0	3
BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0
FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)	172/-172	0
AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	148/0	148
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	44/0	44
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0

Includes

: BRAKE LINES Color and Size Coded Nylon
: DRAIN VALVE Twist-Type
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
: PARKING BRAKE VALVE For Truck
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
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Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
AIR DRYER {Bendix AD-9} with Heater	19/9	28
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/14	14
BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
SLACK ADJUSTERS, REAR {Haldex} Automatic	0/32	32
AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	14/7	21
DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10

Description	F/R Wt (lbs)	Tot Wt (lbs)
DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/20	20
AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail	-28/47	19
BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle	0/150	150
BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/60	60
STEERING COLUMN Tilting	14/1	15
STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
STEERING GEAR {Sheppard M110} Power	43/-2	41
DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4	7/31	38
AFTERTREATMENT COVER Steel, Black	11/2	13
EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	140/37	177
ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	0/0	0
TAIL PIPE (1) Turnback Type	7/3	10
EXHAUST HEIGHT 10'	18/10	28
MUFFLER/TAIL PIPE GUARD (1) Aluminum	10/6	16
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
Includes		
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: STARTER SWITCH Electric, Key Operated		
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
: WIRING, CHASSIS Color Coded and Continuously Numbered		
ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	30/23	53
SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
ANTENNA for Increased Roof Clearance Applications	1/0	1
RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	3/0	3

Description	F/R Wt (lbs)	Tot Wt (lbs)
TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers with Amber or Side Turn Lamps	0/7	7
HORN, ELECTRIC Disc Style	0/0	0
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	-12/6	-6
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
HEADLIGHTS Halogen	0/0	0
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0
GRILLE Stationary, Chrome	0/0	0
FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
<u>Includes</u>		
: PAINT SCHEMATIC ID LETTERS "WL"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
VEHICLE REGISTRATION IDENTITY ID for the State of California	0/0	0
CLUTCH Omit Item (Clutch & Control)	0/0	0
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)	582/-18	564
FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
<u>Includes</u>		
: FAN Nylon		
RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	22/-4	18
<u>Includes</u>		
: DEAERATION SYSTEM with Surge Tank		
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps		
: RADIATOR HOSES Premium, Rubber		
AIR CLEANER Dual Element	4/0	4

Description	F/R Wt (lbs)	Tot Wt (lbs)
EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines	0/0	0
ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	226/57	283
TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab	0/1	1
AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.86	0/2127	2127
SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-402-55} 40,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers, Mounted Inboard	0/725	725
FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/0	0
FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	31/3	34
DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	1/16	17
CAB Conventional, Day Cab	0/0	0
AIR CONDITIONER with Integral Heater and Defroster	0/0	0
GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
Includes		
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for		

Description

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

CAB INTERIOR TRIM Diamond, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted
: SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side

MONITOR, TIRE PRESSURE Omit

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Wing Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEEL, REAR, IDENTITY Replace Inner Aluminum Wheels on Rear Duals with the Equivalent Steel Wheels - For Use with Hub Piloted Wheels Only

(8) TIRE, REAR 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position

(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

CARB COMPANION PLAN for CARB B6.7 and L9 Engines

Total Component Weight:

F/R Wt **Tot Wt**
(lbs) (lbs)

0/0 0

0/0 0

16/7 23

0/0 0

6/1 7

-10/-1 -11

0/0 0

0/0 0

0/0 0

0/0 0

0/0 0

-28/0 -28

0/-272 -272

0/118 118

0/0 0

62/0 62

0/0 0

0/0 0

8074/7075 **15149**
(lbs) (lbs)

<u>Description</u>	<u>F/R Wt</u>	<u>Tot Wt</u>
	(lbs)	(lbs)
	(lbs)	(lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$144,688.75

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Navistar, Inc., 2701 Navistar Drive, Lisle, IL 60532 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Navistar, Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

7/2/2024 | 7:39 PM CDT
Date: _____

DocuSigned by:

28B83357778A47E...
By: _____
Bob Mann
Title: Vice President Government Sales &
Diamond Logic Builder

7/2/2024 | 3:29 PM CDT
Date: _____

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Navistar, Inc

Does your company conduct business under any other name? If yes, please state: International Truck

Address: 2701 Navistar Drive
Lisle, Illinois 60532

Contact: Bob Mann

Email: bob.l.mann@navistar.com

Phone: 815-631-3220

Fax: 815-631-3220

HST#: 36-1264810

Submission Details

Created On: Monday February 12, 2024 13:54:42

Submitted On: Thursday March 28, 2024 11:14:55

Submitted By: Bob Mann

Email: bob.l.mann@navistar.com

Transaction #: b3c99d77-58f2-4430-b6e2-c664992159b5

Submitter's IP Address: 165.225.60.120

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Navistar, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	International Trucks International Used Truck	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	International Truck International Used Truck	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 526V0 UEI MV36U3JR39Y8	*
5	Proposer Physical Address:	2701 Navistar Drive Lisle, IL 60532	*
6	Proposer website address (or addresses):	www.navistar.com www.internationaltrucks.com (dealer locator) www.internationaltrucks.com/sourcewell (Sourcewell content and links for new and used vehicles) www.internationalusedtrucks.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Bob Mann Vice President Government Sales & Diamond Logic Builder Navistar, Inc. 2701 Navistar Drive Lisle, IL 60532 bob.l.mann@navistar.com 815-631-3220 Cell 331-332-2070 Voice Mail	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bob Mann Vice President Government Sales & Diamond Logic Builder Navistar, Inc. 2701 Navistar Drive Lisle, IL 60532 bob.l.mann@navistar.com 815-631-3220 Cell 331-332-2070 Voice Mail	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chad Conley Vice President Vocational Sales 2701 Navistar Drive Lisle, IL 60532 630-465-4088 Cell 331-332-2494 Voice Mail	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Navistar, Inc., headquartered in Lisle, Illinois, is a company that reimagines how to create cohesive relationships, build high-performing teams, and find innovative solutions. 1. History of Innovation: Navistar's legacy dates back to the 1830's when Cyrus McCormick invented the reaper, the first mechanical harvesting machine. Over nearly two centuries, Navistar has consistently contributed to North America's growth, spanning Agriculture, Construction, Trucks and Buses. Navistar established a large dealer network for products with company field people and captive financing for our customers. 2. Core Business and Industry Longevity: Today Navistar's core business revolves around the truck and parts markets in the U.S. and Canada. It primarily participates in the Class 6 through 8 vehicle markets. More than a million International trucks and I.C.Buses are currently on the roads in the U.S. and Canada. In fact, one in five Class 6 through 8 trucks is an International—a testament to Navistar's enduring presence in the industry. Additionally, 40% of buses on the road bear the IC Bus brand, further solidifying Navistar's impact in the transportation sector. 3. Business Philosophy and Core Values: Vision: Navistar's guiding star is to accelerate the impact of sustainable mobility. This vision informs all their decisions, emphasizing a commitment to creating a better world for future generations. This vision is common within Traton and the Volkswagen companies throughout the world. Ownership Solutions: Collaborating with a dedicated dealer network, Navistar offers comprehensive ownership solutions. Fleet owners can thrive in the competitive landscape of transport and logistics. Service and Support: Navistar provides exemplary service at every level, with an extensive award winning parts distribution network and turnkey solutions for customers. Sustainability: Navistar actively works toward zero-emissions solutions and clean manufacturing practices, aiming to unlock new business models in digitalization and autonomous technologies. Navistar currently has autonomous vehicles in testing around our plant end engineering facilities in San Antonio, Texas. 4. Products and Solutions: Trucks & Buses: Navistar designs, manufactures, and distributes Class 4 through 8 International trucks and IC Bus branded buses. Their future value proposition extends beyond products to comprehensive solutions. Parts: Navistar's award winning Parts Team supports its products with Fleetrite, ReNEWed, and Diamond Advantage parts brands, offering a wide selection of truck, trailer, and powertrain service parts. Financial Services: Navistar provides retail, wholesale, and lease financing for products sold within the U.S., Canada, and Mexico. In summary, Navistar's rich history, commitment to sustainability, and industry longevity position it as a driving force in the world of transportation and mobility.
11	What are your company's expectations in the event of an award?	Navistar will build upon the lessons we have learned with previous awards to grow our footprint within Sourcwell by offering more products and use more tools to reach out and serve the Sourcwell members. Most importantly our dealer channel values the Sourcwell contract, as every dealer can use it to serve the government and non-profit agencies in their market.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Prior to Navistar being acquired by TRATON on July 1, 2021, Navistar was rated non-investment grade by Fitch, Moody's and S&P. Upon the acquisition of Navistar by TRATON, the rating agencies upgraded the Navistar credit rating to investment grade, consistent with TRATON's credit rating. In conjunction with the acquisition, TRATON repaid all of Navistar's 3rd party debt. Additionally, Navistar was no longer an SEC registrant and was thus not required to submit quarterly or annual SEC filings of its financial statements. Currently Navistar has no 3rd party debt nor a credit rating. The only 3rd party debt is incurred by our financial services entities as Navistar has no 3rd party debt incurred by Corporate or any of its Sales & Services subsidiaries. As part of the acquisition by TRATON, Navistar became subject to IFRS and no longer to US GAAP. Navistar no longer publishes financial statements, but a summary of limited financial information and an explanation of our business can be found on TRATON's website and in its quarterly/annual financial reporting. Traton Annual https://annualreport.traton.com/2023/en/index.html
13	What is your US market share for the solutions that you are proposing?	35% for Government
14	What is your Canadian market share for the solutions that you are proposing?	37% for Government
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No we have not.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B. Navistar is a Truck and Bus Manufacture, that sells products to Sourcwell Members though the largest dealer network in North America. International Dealers are independently owned and operated. Their ability to sell and represent the International branded products, is tied to a Sales and Service Agreement (Contract) that Navistar holds with the Dealer. That contract requires the dealer to perform to the standards in the agreement. The sales professionals from our local dealership is who will be working with the Sourcwell member. Backing up the dealer sales representatives and company representatives that are assigned to the government side of the business. We are including a deck with an update on our dealer network
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Each dealer and Used Truck Center is required to meet the state and local licensing requirements to do business in their area of operation. In addition, Navistar has conducted more than 30 in person Sourcwell Training sessions annually, for dealers, during the current contract. We believe that training and education is the best way to grow Sourcwell. We will be rolling out a Sourcwell Certified Program for Sales Reps. They become Certified by attending in person training and selling a unit using the program.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not have any suspension or debarment issues.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Navistar Parts was rated #1 in heavy equipment sector in the July 2023 Benchmarking Survey. Navistar is the top company for women working in for the transportation sector in 2022. Navistar Parts Distribution Centers ranked at the top of the industry 5 years in a row (May 2022) ISO 14001 Compliant. ISO 9001 Compliant Attached is our latest Sustainability Report from 2022. There are 4 key parts of our path to zero emissions and being a great company to support our customers, dealers, employees and shareholders: Sustainable Impact - The transportation is a substantial contributor to the total emissions on our planet. We accept responsibility and are driving change to advance sustainable solutions. Profitable Performance - We have to be a healthy well rounded entity with our dealers so we can offer the best products and experiences for our customers. Foundation for the Future - We are investing in many technologies, digitalization, zero emissions and autonomous solutions. We are creating new business models where it makes sense for our customers. We will leverage our technologies with our Traton partners across the globe. Culture and Leadership - We will be known for having a strong culture at Navistar, which guides every decision every day. Each employee is trusted and empowered to make the right choices every day.	*
20	What percentage of your sales are to the governmental sector in the past three years	Government business makes up 35% of the Work Truck Business Unit and 7% of all vehicles Navistar produces annually.	+
21	What percentage of your sales are to the education sector in the past three years	The Education Sector is 98% of the IC Branded Bus Business and 15% of the total truck and bus business. IC Bus is the number 1 School Bus Brand in North America with 40% market share of the Education Sector.	+
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Since 2020, the truck and bus industry has experience constrained production with supplier and component shortages. Sourcewell Trucks and Buses 510 Onondaga County (NY) 125 International Dealers hold the following larger contracts Greater Boston Police Council 29 Florida Sheriff's Council 110 North Carolina Sheriff's Council 22 Buy Board (Texas) 83 Houston Galveston Area Council 21 Cooperative Education Services NM 55 Education Services Commission of NJ 125	+
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Navistar currently has a contract for class 8 trucks with GSA 220 is the current average Our dealer in Washington/Maryland holds the GSA bus contract that has current average of 60 units	+

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Iowa Department of Transportation	Jody McNotten	515-239-1173	*
City of Kingston, Ontario	Gord Warner	613-546-4291 ext 2216	+
City of Tulsa, Oklahoma	Brian Erickson	918-591-4068	*
Hagerstown Community College, Maryland	Jack Drooger	240-500-2453	
Grundy County Highway Department, Tennessee	Johnny Fults	931-273-0664	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
US Government all agencies	Government	District of Columbia - DC	All models offered	1645	\$188,153,000	*
Sourcewell	Government	Minnesota - MN	All Models of Trucks and Tractors, most are vocational dump/plow	1115	\$136,700,000	+
New York State Contracts	Government	New York - NY	Snow Plow Trucks and Plow Patrol Vehicles	1065	\$155,397,037	*
California State Agencies	Government	California - CA	Fire and Emergency, Plow Trucks, Refuse Trucks	345	\$38,985,000	+
Commonwealth of Virginia	Government	Virginia - VA	Plow Trucks and Dump Trucks	197	\$23,640,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	International has 1109 sales reps in our dealer channel. They are backed by 100+ Company Sales Reps and 8 dedicated Government Sales Reps.
27	Dealer network or other distribution methods.	International has an unmatched dealer network across the US and Canada. 696 International Locations 383 International Authorized Love's and Speedco locations 1050 total, largest in the industry A copy of presentation on the dealer network is attached In addition, there are 14 Navistar Owned Used Truck Centers
28	Service force.	With 1050 service locations in North America, there are 8500+ technicians and 6300+ service bays. In addition, Navistar has an Uptime Command Center that was established in 2017. With 47 dedicated employees and the use of the I-360 Repair Management System and On Command Connection, this team is focused on keeping units on the road.. Units enrolled in this process show that 80% are addressed in 48 hours and 100% within 48 hours. The enhanced communication benefits all users, not just the customers using I-360. With the average vocational/government truck being in service for 15 years. Service is important. In addition our award winning parts organization has invested in new Parts Distribution Centers and getting the part shipped and to the customer as quickly as possible.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The International dealer will verify the requesting entity is a Sourcewell Member. If the requesting entity is not a Sourcewell member, the dealer will assist them in becoming a member. Once the member has determined their needs and specifications for the truck, the Dealer will price the truck including "Sourced" or "Turnkey" equipment if desired. The dealer sales rep will use the appropriate Sourcewell Excel Workbook, which was developed for this contract. It assures the truck is properly priced with appropriate discounts and does not exceed the ceiling pricing of the contract. It also provides an easy-to-read summary page for the member, showing the member they got the appropriate discounts. For the US, we have put the selling process into a sales program, making it quick and easy for the dealer to complete proposal with proper pricing. For Canada, we use the workbook and US pricing but have to apply an exchange rate that the Canadian office administers. It has an extra step, but getting the correct exchange rate is very important with the total cost of the unit. If financing is needed, we get Jake Ost from NCL Government Capital engaged. In the pricing section of our response, there is additional commentary on the supply and availability of class 4-8 trucks. We do not see that improving dramatically between now and 2027. The vocational truck order board for Navistar is full for 2024. Once the order is placed for the chassis, "Sourced" or "Turn-key" PO's need to be placed by the dealer. Selling Electric Vehicles (EV's) starts with the needed infrastructure to operate one. There is a lot of additional work up front to get charging stations in place. That may include utility construct and consulting work before a truck is ever spec 'ed out. A list of dealers who are ready to sell EV's and have invested to do so is in attached list. Navistar has a dedicated team of EV professionals ready to help. Navistar entered into an agreement with Quanta Services of Houston, TX. They are the largest utility contractor in North America and specialize in utility construction and EV infrastructure. If needed, you International dealer can bring in additional resources. Navistar has also invested in grant/funding professionals that are available through your international dealer. Training is what makes the Sourcewell Program run smoother for the Sourcewell Members and our dealers. We have added Used Trucks as an option, for this RFP. Used truck will have same tools customized for their use.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service is provided by our dealer network, who handles all direct relationships with our end customers. Navistar has implemented a system called Diamond Edge with the dealers to measure performance and key operations that impacts the dealerships overall performance score. Diamond Edge includes the following components and metrics to measure success: 1. Diamond Edge Certification, which allows customer to experience faster service immediate parts availability, and a higher level of service expertise. 2. Technician education and certification. 3. Vehicle write up in 15 minutes. 4. Vehicle diagnosed and communicated back to the customer in 2 hours. 5. Predictive parts stocking logic to ensure parts are on the shelf for unplanned service events. 6. Velocity metrics to ensure for repairs to be completed within 24/48 hours of arrival at the dealership. Dealers are rewarded for their performance with Prestige Standards which measures customer satisfaction and their dealer experience.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	International Trucks are available at dealerships throughout the US including Alaska and Hawaii. International Used Trucks are available through our unmatched dealer network in the lower 48 of the US and our 14 company owned Used Truck Centers in the US.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	International Trucks are available at dealerships throughout Canada. We have 2 dedicated Government Sales Reps in Canada and are active with CANOE. Our dealers continue to grow the Sourcewell Business in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Navistar will not be including Puerto Rico, the Pacific US Territories or the US Virgin Islands. We tried this with earlier contracts and had no interest. If an interest should arise, we will submit P and P to add.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Navistar will serve all Sourcewell Members. Using Sourcewell membership list, Gov-Win and our enhanced Government data base we are continually updating opportunities for our dealers. We work with our IC Bus team on these opportunities and encourage dealers to engage with the education and non-profit agencies as well.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Navistar has dealer locations in Alaska and Hawaii. The dealer serving Alaska has locations in Arizona, California and Washington. The dealer serving Hawaii has locations in Southern California. Both understand what it takes to serve these remote parts of the US.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Strategies and actions related to Sourcewell marketing efforts: 1. Communicating Contract Awards: International aims to spread the word about contract awards through various channels. These include corporate press releases, social media platforms (such as X, Facebook, Instagram, and LinkedIn), and targeted email announcements to Diamond Partner Members. 2. International leverages its dealer network by incorporating contract details into monthly customer mailings and digital communications. 3. Visibility at Trade Shows and Events: To enhance visibility, International places Sourcewell stickers and banners on relevant assets. These assets are showcased at corporately sponsored trade shows, industry events, and regional trade shows managed by the dealer network. 4. Local Event Participation: International actively supports and participates in local events organized by Sourcewell. This engagement fosters stronger connections with members and the community. 5. Empowering Distribution Channels: International encourages its distribution channels to attend local Sourcewell events. Co-op funds are allocated to maximize efforts and ensure high-quality engagement. 6. Quarterly Communication with Dealers: International maintains regular communication with its dealer network. This includes sharing area member opportunities using both the Sourcewell member list and internal CRM tools. The goal is to efficiently connect with dealers and provide beneficial information. 7. Centralized Information Access: Sourcewell collateral, award details, and NCL materials are published on International's Sales and Marketing Resource Center (SMRC) website. This resource allows sales representatives quick access to up-to-date materials. 8. Speaking Privileges for Sourcewell Representatives: International grants speaking privileges to Sourcewell representatives during dealer and regional events along with NCL Government Capital. This direct access facilitates communication with the distribution network. 9. Leveraging Field Staff: The company's parts and service field staff actively promote Sourcewell contracts, reinforcing the partnership. Furthermore, International employs software tools like Customer Relationship Management (CRM) systems and external databases to strategically guide its distribution network's sales efforts. These tools help identify Sourcewell members, allowing focused attention on their needs. 10. The Sourcewell-focused website, International Trucks Sourcewell, serves as a hub for relevant information. Traffic to this site is driven through paid search campaigns and social media posts, adhering to CAN-SPAM regulations for outbound and direct mail campaigns. In summary, Sourcewell's support and collaboration play a crucial role in International's marketing efforts, ensuring effective communication and successful contract utilization. With new Equalevel capabilities being added to the Sourcewell Sites, we look forward to more promotion, marketing and sales. Our Dealer Sourcewell Marketing Presentation is in the attachments.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Navistar uses our in house Diamond Analytics to help with Sourcewell Marketing. Each dealer can go into system and access their Sourcewell member information. We also tie Gov-Win to Diamond Analytics to give dealers access to any public info about their customers and funding for future purchases. Dealers have dedicated Marketing managers to help promote Sourcewell within their Assigned Areas.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We need Sourcewell to keep investing in technology. We need Sourcewell to continue participating in and hosting local events to get members and dealers engaged. We enjoy working with our Sourcewell Team: Andy Campbell and Rachel Delaney. We don't have a relationship like that with any other contracts we work with. Whether it's passing along a lead for a purchase or asking us to follow up on a members request, we work together as a team. We also work closely with NCL Government Capital, another Sourcewell Awarded Supplier. Jake Ost, from NCL joins all our Sourcewell meetings and calls and is a great resource for our dealer network.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	International Truck does not have e-procurement process. Members will need to work directly with their selling dealer to better understand how our process works at the dealer level. Our dealers are sophisticated in serving customers including doing business electronically, to meet the members needs

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every new International Truck sold to Sourcewell Membership comes with the International Silver Package. The Silver Package provides member with 2 years of online parts and service information. This is a \$1500 value at no charge. Provides online access to all parts and service catalogs Recall and Warranty info by VIN, including history. It is a time saver with search features. We encourage the dealer sales rep to review this program when activated. Service Training is not standard or included with the product. Service Training is available on-line and in person. In Person training is generally fee based. Diamond Logic Builder would be an exception to that as we do not charge for that. Many of our dealers will offer customer training at their facilities, if training is important, please discuss with Dealer Sales Rep. On-Line Training is usually free and has become a very popular with our dealers and customers as there is no lost time and expense for travel. Component Suppliers we use charge for in-person training as well. All Parts brought through Navistar carry a 12-month warranty on the part. If that part is purchased and installed by an authorized Navistar Service Provider, the labor would be included. All equipment installed at our Factory Mod Center (TSC) also comes with a 12-month warranty. International 360 provides a revolutionary service communications and fleet tools that put all service information together in one site. Here is the link for International 360. http://www.internationaltrucks.com/360 Dealers will offer maintenance contracts if needed.

41	Describe any technological advances that your proposed products or services offer.	International has launched new S-13 Engine and T-14 Automated Manual Transmission. Manufactured at our recently expanded plant in Huntsville, Alabama. Born from a global collaboration of industry powerhouses (Scania, MAN, International and VW Truck and Bus), the S13 is meticulously engineered to set a new standard. It can operate at low RPMs with high torque which equates to less fuel consumed while still delivering up to 515 horsepower and 1,850 lb-ft of torque. The S13 Engine brings undisputed economy through combustion efficiency, the reduction of friction and pumping losses, and through use of new integrated software and controls. It offers a smooth and quiet operation with superior capabilities. In fact, full torque is available at only 900 rpm and the wide gear ratio means optimal efficiency on flatlands with the performance drivers crave on hilly terrain. It can achieve up to a 15% gain in fuel economy over the popular first generation International® A262. The T14 Transmission is designed from the ground up to be a fully automated manual transmission. It allows for fast shifts and removing three synchronizer rings, resulting in wide gears for extra strength and a shorter, more compact design. The T14 uses an integrated oil to water coolant system to optimize temperature regulation in both hot and cold environments. It has an electronically controlled clutch actuator that works in sync with the engine to deliver faster, smoother shift performance. It has 14 forward speeds with industry leading gear splits and 7 gears for reverse, all operating automatically allowing the driver to focus on the driving. The T14 Transmission is able to achieve an unlimited Gross Combination Weight Rating (GCW). These features make both the S13 and T14 excellent investments for those in the trucking industry. Safety is extremely important to us at Navistar and the customers we serve. International is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on class 6-8 products. To protect the driver and others on the road, Electronic Stability Control and Collision Mitigation continue to grow in our product offering. These features are not just for on highway trucks, they are becoming popular with vocational trucks as well. Roll Overs are a source of serious injuries and fatalities in commercial trucks. International has offered and sold Roll-Tek Seats for many years, including Snowplow application, protecting the driver in the event of a rollover. When the sensors detect a roll over, the seat secures itself to the lowest possible height and an air bag system deploys from the side of the seat to protect the driver. Rather than traditional point to point wiring to control features on the truck, Diamond Logic Uses a powerful body controller and Remote power modules to program switches, read signals on the chassis and automate task. Below are some of the more popular options: - When Park Brake is pulled, transmission is shifted to neutral - If seat belt is not engaged for the driver the unit will not go in gear - If a bed or equipment is in the up position, speed can be limited alarming driver that the equipment is not stowed - If outriggers are not deployed a boom or crane will not move - If crane or hoist are not stowed, the truck will not go into gear - If liftgate is not stowed the truck will not go into gear - DOT lamp check allows driver to cycle all lights on the vehicle without having a helper in the cab to activate - When PTO is operated through Diamond Logic, we prevent the PTO from being damaged - Air features can also be controlled by this system with similar interlocks. - For tractors, we offer air bag logic for easy hook up and disconnect - Work Lights off when unit is in drive - Headlights on with wipers - Cruise disabled with wipers - Radio muted in reverse - Radio muted with turn signal - Camera activated with turn signal - Switches can easily be moved electronically International offers the Cummins B-6.7 and L-9 with Front Engine PTO capability along with the X-15 Stainless Oil Pans (B-6.7, L-9, S-13) Galvanized Frame Rail Options Remote Power Modules in the Cab Transmission Control Module in the cab, versus outside mounted to the transmission: Stainless Bolts for Allison Transmission Pan Stainless Cooler Lines Stainless Brake Parts Strongest 1/2" single Frame Rail in the industry 3.35 Million RBM of HV and 3.5 Million RBM on the HX Galvaneal (Galvanized) Treated Cab on eMV, MV, HV, HX, RH, LT Line - X Floor lining option on HV and HX models International Trucks is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on class 6-8 products. Below are links to specific products that can be very helpful; Engines that Power International Trucks: https://www.internationaltrucks.com/engines Model Specific Links: https://www.internationaltrucks.com/cv-series https://www.internationaltrucks.com/mv-series https://www.internationaltrucks.com/hv-series
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	From the 2022 Navistar Sustainability Report. Fuel Efficiency Package with S13 Engine and LT Tractors Working with TRATON group to bring advanced powertrains to market including electric truck and electric school bus Being awarded the Department of Energy "Better Plants Program" for reducing a 25% reduction in energy consumption by 4% annually at all facilities, which has required some large investments in both interior and exterior lighting at our facilities. Reducing both hazardous and non-hazardous waste is another key area for our manufacturing operations. Today more than 56% of waste is recyclable. Navistar is one of 4 teams leading the Department of Energy Super Truck initiative. 90% of our vehicles content is recyclable. In the Parts Distribution Centers have reduced packaging materials by using returnable containers to ship parts. A dedicated delivery system from the Parts Distribution Centers utilizes prescribed routes to reach multiple dealerships eliminating double handling of parts as well as achieving earlier deliveries. Energy Consumption, Green House Gas Emissions, Incident Frequency Rate, Water Withdrawal, Hazardous Waste generation and Non-Hazardous Generation are tracked and charted in document. https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Navistar's mission statement is to "accelerate the impact of sustainable mobility". Most of our plants are ISO 14001 certified as well as ISO 9001 certified. Our New Plant in San Antonio, Texas should receive ISO 14001 in 2024. Navistar has many green initiatives including the following path to zero emissions: We strive to achieve 50% new battery electric vehicle sales by 2030 and 100% by 2040 in the US and Canadian markets. Navistar's decarbonization effort is to move away from product fossil fuels. Beginning in 2021 Navistar's work through 2022 and into 2023 is leading to the development of targets to be submitted to the SBTi. this target will encompass scope 1 and scope 2 emissions and a target for scope 3 emissions from the use of products energy usage electrical energy usage. Electric driven products continue to be the focus of our products, which increased by 32% and 2022. On the energy purchased side of the equation, energy used by our facilities increased less than 2% in 2021 evidence of the energy efficiency gains and reduction of wasted energy in our operations circular business. Circularity not only saves raw resources from being used in the production process but uses less energy causes less emissions increase less waste than a new product. Navistar is early in its journey towards circular business model but is committed to moving in that direction. Remanufacturing, and the energy and emission impacts of remanufactured vehicle parts can be on average as low as 35% when compared to that of a new part and the waste impacts can be less than 10% compared with a new vehicle part. According to the 2018 United Nations environmental program report as a result remanufacturing can have significant impact Navistar sells and distributes remanufactured parts under the renewed and fleetrite brands with approximately 3000 different parts regularly remanufactured. In 2022, 64% of all waste generated was recycled compared to 67% in 2021 which represents A slight decrease likely related to the impacts of COVID-19 pandemic affecting waste segregation and recycling. Navistar has programs to that require re-useable racks for most of the material brought into our plants as well as recycling cardboard, pallets and other packaging material. We aim to shape our circular economy continuously improve towards our goal of 75% recycling rate and create less resource intense company. Conserving water resources. In 2022 Navistar used .51 million cubic meters of water in our operations a 9.1 increase from .47 million cubic meters of water in 2021. We did build substantially more vehicles in 2022. Our overall water usage has been trending lower during the years prior to the start of the pandemic but increased slightly compared to 2021 however the total water used per vehicle decreased due to improved efficiency at higher production levels. Environmental compliance remains a baseline value for us our manufacturing facilities are certified by outside auditors to comply with ISO 14,001. As mentioned above, our new Plant in San Antonio Texas is working on completing their ISO 14,001 certification this year. The 2023 sustainability reporting was not completed to include in this RFP. https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	"Navistar and IC BUS remain committed to diversity both internally and externally within our workforce and supply base. We have a supplier diversity program that has been in place for more than 40 years to bring awareness and emphasis to our business practices. We continue to grow our commitment and strategic relationships from our diversity and advocacy business partners and embrace diversity as a way of business. Our supplier diversity program is designed to develop and strengthen strategic supplier relationships with companies owned and operated by minorities, women, veterans, and small businesses. We will continue to work closely with them to explore innovative ways to increase financial viability, satisfy the rigorous quality and production requirements and continue to drive value-add solutions delivering above the desired service levels. As a result of our efforts to sustain a robust and diverse supplier base, Navistar finished 2023 with the following diverse spend results: - \$288.3M with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) - \$630.6M with Small Business Enterprises (SBE) - \$89.4M with Small Disadvantaged Business Enterprises (SDB) - \$33.3M with Veteran Business Enterprises (VBE) - \$15.8M with Historically Underutilized Business Zones (HUB Zones)"
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	International has a strong presence in the North American Government Sector, with the largest dealer network to sell and service the products used in the communities they serve. They have a strong market share in the Government Sector and knowledgeable sales professionals at the dealerships to serve the members. International has the ability to provide turn-key solutions and has a proven track record of growth with Sourcewell. They have an award-winning parts distribution system as members keep units in service far longer than commercial applications do. Their product offering is completely updated with specific vocationally focused products to serve the Government Sector. They offer a free online parts and service program and have both Cummins and International Engines. International also has joint marketing and Sourcewell promotion through NCL Municipal Financing and a parts program tailored to Sourcewell. These features make International a strong player in the trucking industry.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	International's base warranty covers all products on the chassis as it left our factory with parts and labor. Maintenance items or misuse of a product would not be covered. Navistar would not be provide warranty on equipment installed after it has left the factory. Items like a dump body or a snow plow, would get warranty provided by the company that made the components and the facility that installed them. The International dealer can review the base and optional vehicle coverage as well as the warranty for items installed for turn key operation. Attached link takes you to our Warranty Landing Page "https://www.internationaltrucks.com/support/warranties" All base warranty documents are attached to the RFP.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	International warranty documents (attached) will clarify: 1. The warranty coverage document also covers restrictions of coverage, competitive with the rest of the industry, including restrictions and limitations. 2. External influence, damage, modifications, etc. 3. Failure due to improper use, overloading, misapplication or abuse can be denied. 4. Failure due to not performing proper maintenance, storage, deterioration, etc. 5. Supplier Direct warranty requirements i.e. Cummins/Allison/Dana/Meritor etc.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Navistar covers warranties performed at the dealer shop and authorized locations. The one exception would involve towing coverage. If towing coverage is on the vehicle, and it has a disabling failure, it may be more cost effective for the dealer to send a tech to repair on site versus a tow.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Since International Trucks are on highway vehicles, our warranty repairs are performed at the dealership or authorized service provider. Navistar prefers that Sourcewell members use International Dealers for non-warranty repairs as well. Dealers that serve remote areas have the ability to get techs and needed parts out to service those products, however the travel and labor expense getting to and from these products is not covered under warranty. If the Sourcewell member is in a remote area, please discuss the options with the selling International Dealer.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Navistar does cover many supplier-based components through the standard warranty period. However, there are suppliers such as Cummins and Allison that require their concerns t. address issues, and may require the work on the vehicle to be performed at their distributor or local facility. With the largest dealer network in North America, most dealers are set up to do extensive Cummins work and Allison maintenance work. Question on this issue can be addressed by the selling dealer. Supplier direct warranties may be available from the supplier subsequent to the base chassis warranty. equipment installed to the dealer, truck equipment manufacture, or aftermarket modifications center are not covered by the International warranty. These items will be warranted by manufacture that produced or installed the components or performed the work.
51	What are your proposed exchange and return programs and policies?	Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If the vehicle is not performing to the level expected we will engage the appropriate Field Service Manager to expedite a repair plan our expectation is to not only resolve your concern fully but to do it in a timely fashion.
52	Describe any service contract options for the items included in your proposal.	International offers a wide variety of service contracts and warranties that can be added to the spec of the truck when purchased or after the unit is built but not delivered. Units that are in service may also be eligible for extended warranties, but there are time limitations in place. Here are the categories and maximum time in months for the service contracts available on all models: Bumper to Bumper plans: Up to 60 months. Extending the basic vehicle coverage: Up to 84 months. Vocational cab warranties: Up to 120 months. Vocational Frame warranties: Up to 120 months. Cooling, Electrical, HVAC Axles, Starting System: Individually available up to 60 months. Combo Plan for Engine and Aftertreatment (International Engine): Up to 84 months. Comprehensive Engine Plans (International Engine): Up to 84 months. Major Engine Component Engine coverage (International Engine): Up to 84 months. Def Tank Companion Plans: Up to 72 months. All these plans have mileage/kilometer limits but none are tied to engine hours. In addition to International's warranties, Cummins and Allison warranties are also offered through the dealer with similar time and mileage/kilometer limits. Sourcewell Members Purchasing a Used Truck from International Used Truck Center or International Dealer, that do not exceed 7 years in age, will get a 1 year Engine and Aftertreatment Warranty valued at \$6000. INTERNATIONAL USED TRUCK ENGINE & AFTERTREATMENT COVERAGE 92 VITAL ENGINE COMPONENTS COVERED 16 MAJOR AFTERTREATMENT COMPONENTS COVERED Basic Engine Components • Connecting Rod/Cap • Crankcase & Crankshaft • Exhaust Manifold Assembly • Flywheel Housing & Bearing • EGR Cooling & Valve Aftertreatment • Aftertreatment Control Module • Sensors • Diesel Particulate Filter (DPF) • SCR Catalyst & Reactor • DEF Injector & Sensors Electronic Engine Components • Cold Start Components • Engine Sensors • Electronic Control Module • High Pressure Rail Cylinder Head & Valve Train • Gasket & Sleeve • Intake / Exhaust Valve Other Engine Components • Fuel Heater / Water Separator • High Pressure Fuel Injector • Air Compressor With the amount of coverage available, it is recommended that the Sourcewell member discuss their needs with the dealer sales rep to present options that best fit.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	For Sourcewell members, the International dealer will carry the unit on the books for 30 days after the unit is built and shipped to its final destination, either a Truck Equipment Manufacturer (TEM) to get a body installed, or to the dealer. Payment will take place prior to possession of the unit or upon arrival at the body company unless other arrangements have been made. If units are funded by NCL Government Capital, they can fund the vehicle when it arrives at the body company. For units exceeding the 30 days of terms, the dealer can add the cost of the additional terms into the price of the unit. There is a section on the Sales Summary Sheet for additional terms. The lead time to install equipment has grown since Covid, as have the interest rates and carrying cost. Some customers will fund the chassis portion of the purchase when it gets to the body company. This process ensures a smooth transition from purchase to operation for the customers.
54	Describe any leasing or financing options available for use by educational or governmental entities.	NCL Government Capital is Sourcewell Awarded Supplier that we work with for Sourcewell. They provide both leasing and financing offerings to zero or established end of term amount. If your dealer hasn't presented NCL Government Capital Options to you, please ask them to. Jake Ost is our NCL Government Capital Rep. We will include contact info and NCL overview in the RFP.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	There are 3 key documents needed to facilitate a smooth and transparent process for all parties. 1. The Sourcewell Award: This is the awarded contract in its entirety or summary form. It is reviewed on calls and in training presentations are recorded for the dealers to refer back to. It outlines the terms and conditions of Navistar's partnership with Sourcewell. 2. Sourcewell Sales Program (Dealer Document): This document provides guidance for dealers, outlining their responsibilities and providing reference documents. It also includes contact information for Navistar's government sales team for dealers who need assistance and NCL Government Capital. 3. Sourcewell Workbook: This is a template that dealers use to enter vehicle information. The workbook then calculates the price of the unit and generates a Sales Summary Page for the Sourcewell member making the purchase. They can easily see all parts of the transaction and that they are receiving the proper Sourcewell Discounts. Dealers can not make any changes to the template. This is where dealers would add additional equipment for turn key offerings as well as extended warranties, terms and any other cost of the sale.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Card usage and terms would be specified by the selling dealer. Generally, truck purchases are outside the scope of P-Card usage. Any fees imposed by the process would have to be added into the cost of the unit.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For new trucks, International will use a flat dollar amount discount on CV models. On the rest of our product offering, we will use a discount of the total list price (Diesel Vehicles: MV,HV,HX,RH,LT) and an options only list discount on the eMV. (Electric Vehicle) We do not have any restrictions on what models and options are available to Sourcewell members other than emissions restrictions based on the state the vehicle will reside in. Emissions and Federally Mandated items are not price protected. Currently CARB requires additional warranty on every unit sold regardless of the manufacture. For 2024 the upcharge for CARB is \$9000 a unit, non-discountable. Bodies and equipment that are not manufactured and installed by Navistar are not price protected by Navistar. We recommend that discussion take place when the proposal is being put together. For vehicles that are not in stock or line-set for build, that need to be ordered, the International Dealer should not accept the Purchase Order or final Purchase Order until the unit is line-set (which is 90 days from being produced at our factory.) Units will be invoiced to the dealer at the pricing that is approved and in place with Sourcewell when it gets built. This is what we had in place from out 060920-NVS award. The flat discounts on the CV models are \$6000 The list price discounts (base plus options) on diesel models go from 30.3% to 51.1% eMV has no discount on the base chassis, the options do have a 24.5% list discount. Units sold in Canada use US pricing and incentives the same as the US, an exchange rate is applied and locked in when the dealer submits the proposal to our Canadian Office. A pricing summary sheet by model family and the specifications that were used for each model are in the attachments. Things to keep in mind: 1. The next 4 years will have a lot of regulatory changes as well as more electric offerings and component changes. 2. There is a strong probability that engine manufactures will move up their 2027 emission into 2026. 3. There will continue to be supplier constraints that limit and push out production 4. There will be an emissions pre-buy starting in 2025. 5. International Promotes Sourcewell as a way to speed up the purchase cycle to get units ordered. With long lead times for new trucks and the average age of a government truck is growing, we are pleased to offer a USED TRUCK Option for this contract. Eligible units are owned by Navistar and are in the International Used Truck Center Inventory. International typically has 2000+ units in company inventory at 14 company owned locations. These are fleet maintained and off unit leases that meet terms and conditions for operation and appearance. Pricing as advertised by Used Truck Center or Dealer. Navistar provides the Sourcewell member with 5 key benefits: 1. Units are inspected pass DOT requirements, and are immediately available 2. Truck that is less than 7 years old. These can be International or other makes. 3. Sourcewell Members will receive 12 months of Major Engine Components and Aftertreatment Coverage at no additional Cost. A \$6000 Value. 4. \$1000 Parts and Service Card 5. Ability to create Sourced or Turn-key solution in the same fashion we use for the new products offered in this rfp.

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our Sourcewell Pricing uses 3 different methods: 1. The CV515 uses a flat dollar discount of \$6000. 2. The eMV Chassis has no discount on the base chassis and uses a 24.5% list price discount on the options. 3. The rest of our models MV, HV, HX, RT, LT all use a list price discount on the total base and factory options. Discounts are listed by model below: <table><thead><tr><th>Model</th><th>List Discount</th></tr></thead><tbody><tr><td>eMV607</td><td>24.5% Options Only</td></tr><tr><td>MV607</td><td>30.3%</td></tr><tr><td>MV607 LP</td><td>30.3%</td></tr><tr><td>HV507 4x2</td><td>30.1%</td></tr><tr><td>HV507 4x4</td><td>31.0%</td></tr><tr><td>HV507 6x4</td><td>31.0%</td></tr><tr><td>HV507 6x6</td><td>31.0%</td></tr><tr><td>HV607 4x2</td><td>30.1%</td></tr><tr><td>HV607 4x4</td><td>31.0%</td></tr><tr><td>HV607 6x4</td><td>31.0%</td></tr><tr><td>HV607 6x6</td><td>31.0%</td></tr><tr><td>HV513 4x2</td><td>47.8%</td></tr><tr><td>HV613 4x2</td><td>47.8%</td></tr><tr><td>HV513 6x4</td><td>48.2%</td></tr><tr><td>HV613 6x4</td><td>48.2%</td></tr><tr><td>HX520 /X15</td><td>49.1%</td></tr><tr><td>HX620 6x4 S-13</td><td>49.1%</td></tr><tr><td>HX620 6x4 X-15</td><td>49.1%</td></tr><tr><td>RH613 4x2</td><td>50.5%</td></tr><tr><td>RH613 6x4</td><td>50.5%</td></tr><tr><td>RH613 6x2</td><td>50.5%</td></tr><tr><td>LT625 4x2</td><td>51.1%</td></tr><tr><td>LT625 6x4</td><td>51.1%</td></tr><tr><td>LT625 6x4</td><td>51.1%</td></tr><tr><td>LT625 6x2</td><td>51.1%</td></tr></tbody></table> List prices appear on the sales proposal, and with the Sourcewell Sales Summary Sheet, clearly shows the Sourcewell Member they are getting the proper discounts as well as all items and charges in their proposal. There are 3 files with our Sourcewell Proposal. Each has multiple proposals with corresponding Sourcewell Sales Summary Sheets. As was mentioned earlier in the proposal, units going to a CARB state will need to have \$9000 added to the proposal for the additionally required CARB warranties. Availability diesel products in CARB states is very limited. Cummins is currently the only CARB certified power choice. Please discuss availability with International Dealer. We have not included FET as Government and non-profits are usually exempt. The federal government is NOT FET exempt.	Model	List Discount	eMV607	24.5% Options Only	MV607	30.3%	MV607 LP	30.3%	HV507 4x2	30.1%	HV507 4x4	31.0%	HV507 6x4	31.0%	HV507 6x6	31.0%	HV607 4x2	30.1%	HV607 4x4	31.0%	HV607 6x4	31.0%	HV607 6x6	31.0%	HV513 4x2	47.8%	HV613 4x2	47.8%	HV513 6x4	48.2%	HV613 6x4	48.2%	HX520 /X15	49.1%	HX620 6x4 S-13	49.1%	HX620 6x4 X-15	49.1%	RH613 4x2	50.5%	RH613 6x4	50.5%	RH613 6x2	50.5%	LT625 4x2	51.1%	LT625 6x4	51.1%	LT625 6x4	51.1%	LT625 6x2	51.1%	
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59	Describe any quantity or volume discounts or rebate programs that you offer.	International will offer the following volume incentives for New Trucks purchased: 5-19 units will receive a \$1500 volume discount retroactive to unit 1 20+ units will receive an additional \$1500 incentive (total \$3000) retroactive to unit 1 These can be different truck models, they do not have to be the same but do need to be purchases un the same calendar year. Used Trucks do not have volume incentives.																																																					
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	International dealers welcome "sourced" products as a truck isn't complete without the body and equipment to do the job. The majority of our government sales are turn-key and our dealers have great relationships with the TEM's and upfitters who provide additional equipment or modifications outside of the chassis assembly process. International Dealers can also include charging stations and related equipment for Electric Vehicles, along with the installation of that equipment. These items can be added to the members proposal with a handling fee not to exceed 5% of the cost of these goods and modifications. These items and the markup is clearly disclosed on the summary sheet the dealer provides the member with the proposal. In order to facilitate greater Sourcewell synergy with , when the dealer sources a body and equipment from a Sourcewell awarded contract holding TEM, the mark up will be limited to 4%.																																																					
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.	This is not common as our Sourcewell Sales Summary Sheet spells out any and all charges for the vehicle. Not every state or province works the same. Some states have inspection, sales tax and other legisated requirements. We do provide an area to include those items on the Sourcewell Sales Summary Sheet.																																																					
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Within the lower 48 and in Canada, there is a flat fee for freight. That freight fee is included in every vehicle and covers freight to a mod center, TEM/body upfitter or the selling dealership. When the unit is ordered the selling dealer puts in the shipping instructions. Once the unit is built, they moved to the Navistar contracted carrier. When you unit arrives at the destination they are to be inspected and any issues are identified before the driveway driver departs																																																					
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If the delivery of the vehicle is not accessible by a highway or road, and requires a ship or plane to move, those cost would need to be established with the selling dealer. That is why we like the sale and purchase to take place with the local dealer. They know how to get units to the final destination. Hawaii is not covered by our factory freight. Our dealer in San Diego is the dealer in Hawaii and they have the skills and resources to get the vehicles shipped.																																																					
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is traditionally done at the dealership for tractors or the TEM /body upfitter for units with the body installed. If the member is requesting a unique delivery requirement request that would need to be discussed and properly described and included in the pricing proposal.																																																					

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	Navistar has volume incentives and enhanced pricing actions to create winning solutions for the Sourcewell Members. We are between A and B.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	With our current Sourcewell Contract 060920-NVS we worked with Sourcewell to streamline the process. the Sourcewell Sales Summary Sheet does a great job of spelling out all the ingredients of the sale. For dealers in the US, the dealer maintains the sales files, in the event of an Audit. In Canada, we have to lock in an exchange rate for currency when the dealer does their proposal. This requires paperwork to be submitted to the regional office before it gets quoted as well as signed paperwork back to the regional office before it is ordered. We have not experienced any issues with either method. Since our Sourcewell incentive is paid as a fixed dollar amount and not a percentage of the sale, we are not reporting the total vehicle sales amount.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The best scorecard we get is from Sourcewell, showing us how we are doing versus our competitors. We want to be #1. We do track Sourcewell order and delivery progress every month in the Work Truck Business unit. It is the only customer specific metric in the deck. We solicit feedback from Sourcewell members that reach out to us for questions on the contract. We call out Sourcewell victories in a weekly summary of events. We are tracking electric vehicle opportunities as well.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Navistar is pleased to provide Sourcewell with the following administrative fees: 1. New International branded trucks \$1500 per unit paid quarterly 2. Used Trucks \$750 per unit paid quarterly

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Class 8 Chassis Our Tractor Offering: • RH Tractor (Regional Haul) 4x2, 6x2, and 6x4 axle configurations, powered by International's S13 diesel engine. Cab configurations: Daycab and Sleeper. • LT Tractor (Long Haul) 4x2, 6x2, and 6x4 axle configurations, powered by International's S13 diesel engine and Cummins X-15 diesel engine. Cab configurations: Daycab and Sleeper. • HX Tractor (Heavy Haul) 6x4 and 8x6 axle configurations, powered by International's S13 diesel engine and Cummins X-15 diesel engine. Cab configurations: Daycab and Sleeper. • Future Offering eRH Electric Tractor (Calendar Year 2025 & 2026) 4x2 and 6x4 axle configurations, power by an electric motor with varying range capabilities. Future cab configurations: Daycab and Sleeper. In our Vocational Trucks and Tractors, we offer the following: • HV 507/607 offered in the following axle configurations: 4x2, 4x4, 6x4, & 6x6 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • HV 513/613 offered in the following axle configurations: 4x2, 6x4, 6x6, and 8x6 with International's S13 diesel engine. Cab configurations: Daycab, Extended Cab, and Crew Cab • HX 520/620 offered in the following axle configuration's: 6x4 and 8x6 with International's S13 and Cummins X-15 diesel engines Class 7 Chassis • HV 507/607 offered in the following axle configurations: 4x2, & 4x4 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • MV 607 offered in the following axle configurations: 4x2 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab Class 6 Chassis • MV 607 offered in the following axle configurations: 4x2 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab • CV offered in the following axle configurations: 4x2 and 4x4 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab Class 5 Chassis • CV offered in the following axle configurations: 4x2 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab Class 4 Chassis • CV offered in the following axle configurations: 4x2 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	International Trucks provides a diverse lineup of vehicles designed to meet various needs. Whether you're hauling heavy loads, navigating challenging terrains, or responding to emergencies, International has a truck for the job. There are 121 applications identified in our product line. Below are some of their notable offerings: • Utility Trucks: These trucks are dependable and designed to keep essential services running smoothly. From electricity to gas lines, they're built to handle critical tasks. • Concrete Mixers: For construction sites, these trucks can comfortably navigate rough terrain and take command of any project. • Construction Trucks: Built to last and lead, these trucks tackle unforgiving environments, tight deadlines, and tight budgets. • Crane Trucks: Ready for tough job sites, they offer dependable power, reliable drivetrains, and ergonomic cabs. • Dump Trucks: Loading, hauling, and dumping—these trucks take a beating and come back for more. • Fire & Rescue Trucks: With roomy cabs and gear space, International's emergency response vehicles lead the way when seconds count. • Heavy Haul Trucks: High torque, horsepower, and safety features make these trucks ideal for tough jobs. • Local Delivery Trucks: Fuel-efficient and maneuverable, they're more than just trucks—they're reliable partners. • Long Haul Trucks: Legendary fuel efficiency keeps more money in your pocket during those long routes. • Pick Up and Delivery Trucks: Proven reliability for getting goods delivered safely. • Snowplow Trucks: Durability, agility, and exceptional visibility for handling snow removal coupled with corrosion prevention, galvanized and stainless steel components where needed. • Streets & Sanitation Trucks: From potholes to recyclables, these trucks keep your city moving
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	• The HV™ models are built with double-sided galvanized steel cabs (galvaneal) for quality fit and finish and long-term protection from corrosion. Exterior features offered include a three-piece hood, breakaway mirrors, a stationary chrome grille that provides excellent radiator access and allows the hood to be opened over front mounted equipment, and integrated splash panels to protect the engine compartment. Batteries can be in the cab for easier servicing in harsh weather and to free up rail space for mounting other components. Chassis components are huck-bolted, providing durability and greater clamping load than a standard grade 8 bolt. Huck bolts will not loosen and will not need to be re-torqued, meaning they are maintenance free. An optional single 1/2" frame rail has the strength of a double rail but is lighter in weight and eliminates the chance of inter-rail corrosion. • The extreme duty HX Series cab features a high-quality steel design, delivering structural and interior enhancements. The new cab includes upgrades to deliver increased corrosion resistance and endurance in rugged applications, enhancements are: • Coated steel used in toe boards and floor panel for enhanced corrosion protection • Reinforced B-Pillars for cab-mounted exhaust • Line-X coating on interior cab floor and extending ~ 2 inches up all sides for improved corrosion protection. • The MV models are built with double-sided galvanized steel cabs for quality fit and finish and long-term protection from corrosion. Exterior features offered include a three-piece hood, breakaway mirrors, an optional stationary chrome grille that provides excellent radiator access and allows the hood to be opened over front mounted equipment, and integrated splash panels to protect the engine compartment. Chassis components are huck-bolted, providing durability and greater clamping load than a standard grade 8 bolt. Huck bolts will not loosen and will not need to be re-torqued, meaning they are maintenance free. • The LT Series was designed and tested to maximize uptime and reliability. Advanced prognostics, diagnostics and monitoring are available for some systems/ components. These prognostics can anticipate possible issues and provide alerts before a problem occurs, allowing for performance of needed service and avoidance of additional downtime. Optional diagnostics provide full text messages for quick and thorough assessment of issues so that the vehicle can get back on the road again. Items such as vehicle performance and driving behavior can also be monitored via the advanced electronics offered on the LT.
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	On Command Connection (OCC) is our industry-leading remote diagnostics solution supports all commercial truck makes and models* and transforms vehicle data into critical insights that help drive greater uptime and reduce total cost of ownership. *For most commercial vehicles powered by diesel engines, 2007 MY and later. • Fault Code Action Plans guide service technicians through every part and step of service required to address health issues and get your truck on the road. • Vehicle Health Reports are comprehensive health reports with links to critical vehicle performance and trip data, vehicle service history, open campaigns, active fault codes, and much more. • GPS mapping with nearby service centers, hotels, and more. • Identifies dealer on-hand inventory of needed parts. International 360 (i360) is our industry-leading service communications tool designed to accelerate the repair process, streamline communications with your dealer service center, and drive greater uptime. • Complete service information at your fingertips: • Seamless communications with dealers and up-to-date repair status • Complete VIN-based information: asset specs, complete parts catalog, remote health data, and more • Online service request initiation and estimate approvals. • Complete service history, up-to-date campaign information, and engine calibration status - Integration with parts inventory systems shows which dealer locations have the parts you need on the shelf now.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options¹. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.

75	Class 5 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options¹. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.
76	Class 6 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	The International CV515 is a versatile commercial truck model with several notable attributes and features: Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque. Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options¹. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning. Safety: It includes Anti-Lock Brakes with Traction Control. Fuel Capacity: It has a 40-gallon fuel tank. Support: The CV Series is supported by the largest commercial dealer network in the industry.
77	Class 7 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	The International MV Series is a versatile and reliable medium-duty truck with several notable features and benefits: Engine: The MV Series is powered by Cummins B6.7 or L9 engines¹. Versatility: The MV Series is designed with multiple functional and visual features focusing on fuel efficiency, upfitter accessibility, and driver comfort². It offers virtually limitless upfit possibilities. Safety: The MV Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®. These active safety features can help drivers reach their destinations safely. Driver Comfort: The MV Series features a Driver First™ interior. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Engine maintenance intervals are aligned and extended for fewer trips to the service department¹. The InterCoat® ChemGuard-coated floor panels with the optional LINE-X® coated interior floor can help defend against corrosive environments. Integration: The MV® Series is equipped with the Diamond Logic electrical system which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: The MV Series offers a range of configurations, including different cab options (Day Cab, Extended Cab, Crew Cab), wheelbase options, and a 4x2 or 6x4 axle configuration. GVWR Range: The Gross Vehicle Weight Rating (GVWR) of the International MV varies depending on the specific configuration, ranging from 20,000 to 54,600 lbs. These features make the International MV Series an excellent choice for a wide range of applications, including delivery, dump truck, landscaping, towing, utility, and snow plow

78	Class 8 chassis	Yes No	Internal Combustion Engine fuel types (ICE)	The International HV Series is a heavy-duty vocational truck with several notable features and attributes: Engine: The HV Series is powered by Cummins B6.7 or L9 engines¹. Versatility: The HV Series is designed with multiple functional and visual features focusing on fuel efficiency, driver comfort, and the versatility to meet the most demanding of vocational applications². Safety: The HV Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®. Driver Comfort: The HV Series features a Driver First™ interior¹. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Engine maintenance intervals are aligned and extended for fewer trips to the service department. Integration: The HV™ Series is equipped with the Diamond Logic® electrical system which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: The HV Series offers a range of configurations, including different cab options (Day Cab, Extended Cab, Crew Cab), wheelbase options, and a 4x2 or 6x4 axle configuration. GVWR Range: The Gross Vehicle Weight Rating (GVWR) of the International HV varies depending on the specific configuration, ranging from 51,000 to 73,000 lbs. These features make the International HV Series an excellent choice for a wide range of applications, including concrete, construction, municipal, and utility. The International HX Series is a heavy-duty vocational truck with several notable features and attributes: Engine: The HX Series is powered by the revolutionary International® S13 Integrated Powertrain, which includes the International® S13 Engine, International® T14 Transmission, and Dual Stage Aftertreatment system. Versatility: The HX Series is designed with features engineered to provide superior maneuverability and unrivaled driver visibility². It's built to endure, thrive, and dominate, making it the go-to option for the most demanding applications. Safety: The HX Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®. Driver Comfort: The HX Series features a Driver First™ interior¹. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down. Uptime: Over 100 years' experience building vocational trucks has resulted in a truck designed to be on the road and at the worksite, not in the service bay. Integration: The HX™ Series is equipped with the Diamond Logic® Electrical System which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver. Configuration: All HX® Series models are available in the following cab options: Day Cab, Sleeper Cab. It also offers automated manual, automatic, and manual transmission options. Applications: The HX Series is built to carry the load in various applications such as concrete, construction, heavy haul, and heavy wrecker. These features make the International HX Series an excellent choice for a wide range of applications. The International LT Series is a heavy-duty truck with several notable features and attributes: Engine: The LT Series is powered by either the International® A26 engine or the Cummins® X15 engine¹². Fuel Efficiency: The LT Series equipped with the revolutionary International® S13 Integrated Powertrain may see up to a 15%* gain in fuel economy over the first-generation International® A26². Safety: Standard Bendix® Wingman® Fusion™ Collision Mitigation System and Predictive Cruise Control for greater fuel efficiency and lower operating costs. Transmission: Available Eaton Endurant™ transmission delivers best-in-class service intervals, smooth shifting, and lightweight design¹². Cab Options: All LT Series models are available in the following cab options: Day Cab, 56" High-Rise Sleeper. GVWR: The Gross Vehicle Weight Rating (GVWR) of the International LT varies from 32,000 to 96,000 lbs³. Axle Configurations: The LT Series offers 4x2, 6x4, and 6x2 axle configurations. Brakes: The LT Series is equipped with Air Drum Brakes with ABS with Optional Automatic Traction Control and Electronic Stability Control. These features make the International LT Series an excellent choice for a wide range of applications². Please note that actual customer results may vary due to various factors, including but not limited to, truck specifications, weight of the vehicle, predictive features, environmental conditions, etc
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79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	When you need a new truck, but can't wait 2 years to get one, a Certified Used Truck can fill that need. International has 16 Company owned locations and 696 dealer locations that can sell this product. These units are fleet maintained and recent off rental, off lease trucks that are available immediately. As with our new chassis, these units can get bodies and equipment added to them using the same turn key process was created for new trucks. There are 240 TEM's that are part of the International Diamond Partner Program making body installation and upfitting easier. Diamond Logic Electrical System as described earlier in the RFP provides Plug and Play capabilities for the TEM while providing hundreds of safety and time saving features for the end operator of the Truck. On Command Connection, a telematic system that comes standard with every MV, HV, HX, RH and LT. Allows fleet managers to track vehicle systems with app on their phone displaying health history of the vehicle and interacting with dealer and fleet to minimize down time and maximize operation. International also holds a Parts Contract with Sourcewell and an IC Bus Contract with Sourcewell. Fleet Charge allows Sourcewell members to get great discounts, consolidated billing, 30 days terms and access to many special parts programs that are no charge. All a member has to do is sign up for Fleet Charge.
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Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☒ No	Not Available at this time	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☐ Yes ☒ No	Not Available at this time	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☐ Yes ☒ No	Not available at this time	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☒ Yes ☐ No	The International eMV Series is an electric commercial truck with several notable features and attributes: Range: The eMV has a typical range of 135 miles. Power: The peak power of the eMV is 342hp, provided by a 210 kWh Lithium Iron Phosphate (LFP) battery. Regenerative Braking: The eMV features 3 levels of regenerative braking. Acceleration: The acceleration of the eMV is equal to or better than diesel. Battery Thermal Management System (BTMS): The eMV uses a standard red coolant for its BTMS. Maintenance: The eMV requires lower maintenance compared to diesel. Charging Solutions: Turn-key charging solutions are available from the International Zero Emissions Team. These features make the International eMV Series an excellent choice for a wide range of applications. Please note that actual range is based on environmental conditions, driving behaviors, diminishing loads, and maximum use of regenerative braking.	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☒ Yes ☐ No	We are putting a place holder here for future Tractor and Severe Duty Truck.	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☒ Yes ☐ No	Purchasing an electric commercial vehicle begins with making sure you have enough power at your facility to charge the unit. International has consultants that work with the local dealer to get you started on the right path. International also has a team of people who work on grants and funding for electric vehicles to make your transition easier. Our application engineers and Diamond Logic team are also there to help the TEM upfit the truck. We offer In-Charge branded Charging Stations in our price pages and have a partnership with the Quanta, the largest utility construction company in North America, to help Sourcewell members get proper power to the property and connect charging stations. With CARB and EPA requirements, it is estimated that 50% of commercial trucks and buses will be electric by 2030. With a \$1 Billion EPA Clean Truck Program launching after this RFP, what better time to start EV Journey.	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Navistar Sourcewell RFP Sales Proposals 3.27.24.pdf - Wednesday March 27, 2024 17:33:16
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Marketing Sourcewell 3.24.pdf - Thursday March 28, 2024 08:26:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell New Truck Warranty info and Used Truck Warranty 032824 Navistar.pdf - Thursday March 28, 2024 11:07:24
- [Standard Transaction Document Samples](#) - Sourcewell 032824 International Truck Specs and Sourcewell Sales Summary Sheets 3.28.24.pdf - Thursday March 28, 2024 09:57:35
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Navistar EV Dealers and Map of Sales and Service Locations as of 3.24.pdf - Thursday March 28, 2024 09:04:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bob Mann, Vice President, Government Sales and Diamond Logic Builder, Navistar, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☒	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☒	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☒	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☒	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☒	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☒	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☒	1

AMENDMENT #1
TO
CONTRACT # 032824-NVS

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Navistar, Inc. (n/k/a International Motors, LLC)**, 75 Fountain St., Suite 310, Providence, RI 02902 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective July 2, 2024, through July 9, 2028 (Contract).

Navistar Inc. has rebranded and changed its name and street address to the following:
International Motors, LLC, a Delaware entity d/b/a International Motors USA LLC in Illinois, Missouri, New Jersey, Ohio, and Utah, having a principal place of business at 2701 International Drive, Lisle, IL 60532.

Sourcewell acknowledges Supplier’s current rebranding efforts, and has agreed to amend the Contract to accommodate the new corporate name, International Motors, LLC.

Except as amended, the Contract remains in full force and effect.

Sourcewell
Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 10/8/2024 | 9:00 PM CDT

International Motors. LLC*
Signed by:
By: Bob Mann
28B63357778A47E...
Name: Bob Mann
Title: Vice President Government Sales
Date: 10/8/2024 | 5:52 PM CDT

*International Motors, LLC d/b/a International Motors USA LLC in Illinois, Missouri, New Jersey, Ohio, and Utah.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: April 29, 2025
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Multiple Agreements for On-Call Professional Environmental Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional environmental services:

1. Agreement 32500440 Rincon Consultants, Inc. for a total amount not to exceed \$500,000;
2. Agreement 32500441 Dudek for a total amount not to exceed \$500,000; and
3. Agreement 32500442 UltraSystems Environmental Incorporated for a total amount not to exceed \$500,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed, technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other, non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills and experience of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. Typical services needed by the City for environmental work include: archeological and paleontological surveys, biological surveys and assessments, environmental monitoring, hazardous material mitigation, permit coordination, and specialized technical Studies. Importantly, the scope of work covers tasks that allow the City to comply with key regulatory agencies such as the California Water Board, California Coastal Commission and many others, in complying with their respective permitting processes.

DISCUSSION

On November 12, 2024, the Purchasing Department issued a Request for Proposal (RFP) 25-53 for On-Call Professional Environmental Services. The RFP was directly sent to six potential vendors and published on www.PublicPurchase.com as well as the City's Purchasing website. Proposals were due December 5, 2024, and a total of 11 proposals were received from the following vendors:

EPD Solutions, Inc.	Dudek	WSP USA Environment & Infrastructure Inc.
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Pax Environmental, Inc.	Envicon Corporation	Ascent Environmental, Inc.
Vollmar Natural Lands Consulting	FirstCarbon Solutions	Rincon Consultants, Inc.
UltraSystems Environmental Incorporated	GPA Consulting	

A rating and selection process of the proposals was then performed by a panel that consisted of the Engineering Division Manager, two Senior Construction Project Managers, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City's municipal code. After a thorough review, the panel selected three firms to recommend for Agreement awards, with a determination that these vendors are the highest-ranked proposers based on the scoring criteria listed in the RFP and are consistent with the City's Purchasing Policy.

Following further review by the Purchasing Division, it was determined that these vendors meet all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the four recommended vendors are capable of successfully performing On-Call Professional Services to the City of Oxnard.

Professional services under these agreements will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City. Once the City has received all proposals, they will review each and make a selection of the firm based on factors that include price, experience, methods, and schedule.

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 each agreement shall not exceed \$500,000 over five years, if all extensions are executed. This amount is consistent with the Engineering Division's historical use of Environmental on-call contracts; these have totalled approximately \$400k in tasks per vendor over the term of the latest on-call agreements. Funding for individual tasks will be sourced from projects identified in the City Council approved CIP or on rare occasions for City Divisions with non-CIP project requirements (e.g. Facilities division making minor office improvements). The respective Project Manager will ensure sufficient funding is available in the approved budget for related tasks prior to initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 8, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500440 - Rincon Consultants, Inc.
2. Agreement 32500441 - Dudek

3. Agreement 32500442 - UltraSystems Environmental Incorporated
4. Prior Agreements Rate Sheets - Environmental Services

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND RINCON CONSULTANTS, INC.**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Rincon Consultants, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Environmental Services that include, but not limited to, public buildings, housing, public work infrastructure and such other facilities as may be required for the City of Oxnard

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Rincon Consultants, Inc., a corporation of the State of California, located at 180 N. Ashwood Avenue, Ventura, CA 93003.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

A. Time is of the essence in this Agreement

B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

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

City Designated Representative Name: KJ May Title: Construction Project Manager Sr. Phone: (805) 939-3871 Email: kuo.may@oxnard.org Address: 305 W. 3 rd Street, Oxnard, CA 93030	Consultant Designated Representative Name: Jennifer Haddow Title: Executive Vice President and Principal Phone: (805) 644-4455 Email: jhaddow@rinconconsultants.com Address: 180 N. Ashwood Avenue, Ventura, CA 93003
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¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000,

if the Task Order is associated with an identified and approved Capitol Improvement Project.

- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:

(1) Has thoroughly reviewed and considered the services and work to be performed; and

- (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
- (3) Has carefully considered how the services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it

is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage,

including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in

“Exhibit C”. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [RESERVED]

28. SUBCONTRACTING. If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as “Exhibit A”. Consultant is fully responsible for satisfactory completion of all its subcontractors’ work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of

nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated

Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. ADVERTISING AND PUBLICITY. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military

and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf

of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

RINCON CONSULTANTS, INC.

☐ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

Jennifer Haddow, PhD, _____ Date
Executive Vice President

Lacrisa Davis, MESM,⁴ _____ Date
CFO and Executive Vice President

ATTEST:

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

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Rincon Consultants, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:

Name: KJ May

Title: Construction Project Manager Sr.

Phone: (805) 939-3871

Email: kuo.may@oxnard.org

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated.

Consultant shall provide support for capital improvement project planning and compliance. Each such individual environmental technical study application assigned hereunder for a specific project must comply with all applicable state and federal environmental laws and regulations including, but not limited to, the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), the California Code of Regulations (including but not limited to the CEQA Guidelines set forth therein), the United States Code of Federal Regulations (CFR), the Federal and State and Endangered Species Acts (ESA), National Historic Preservation Act (NHPA), the Clean Water Act (CWA) and any applicable presidential and gubernatorial Executive Orders. Each such environmental technical study must also comply with the latest environmental provisions of the federal and state requirements, to the full extent any provisions thereof relate or have applicability to such Projects.

The Scope of Work shall include, but not be limited to the following:

Subcategory 1.1 - California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) compliance

- Prepare environmental documents.

- Provide community and agency outreach support.
- Prepare answers for comments from public and agency reviews.
- Complete statement of overriding consideration or mitigation monitoring program.
- Attend public meetings and present environmental findings to the Planning Commission and City Council.
- Provide mitigation monitoring program and reporting support during construction and closeout.

Subcategory 1.2 – Archeological and Paleontological Surveys, Monitoring, Coordination, and Technical Studies

- Provide technical assistance for all local, state and federal regulations related to archeological and paleontological compliance.
- Provide tribal liaison and consultation support for both state and federal compliance.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of project.

Subcategory 1.3 – Biological Survey, Monitoring, Coordination, and Technical Studies

- Prepare all necessary reports and studies for the regulatory agencies.
- Provide timely outreach and follow up support.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.4 – Ventura County Air Pollution Control District (VCAPCD) Permitting

- Prepare VCAPCD applications.
- Provide timely agency outreach and follow up support.
- Acquire necessary VCAPCD permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.5 – Coastal and Other Regulatory Agencies Permitting

- Prepare permit applications for all applicable regulatory agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Coastal Commission, and California State Lands Commission, and/or Southern California – Dredged Material Management Team).
- Provide agency outreach and follow up support.
- Acquire necessary agency permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.6 – Other Environmental Services

- Provide contaminated soils study and remediation program.

- Provide hazardous waste, asbestos and lead testing, reporting, and mitigation planning.
- Complete required investigation, inspection, studies and reporting for MS4 permit requirements.
- Prepare Stormwater Pollution Prevention Plans as required.
- Obtain coverage under the General Construction Storm Water Permit.
- Provide other required technical, consulting, engineering, maintenance, and remediation as required by the project.
- Provide all necessary HAZMAT response to regulatory agencies.
- Prepare remediation plans including compliance and permit processing through various agencies.
- Provide environmental design services during construction, including site visits, review of shop drawings, and preparing responses to contractor's RFIs.
- Prepare record ("as built") drawings.

City of Oxnard
Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
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EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Rincon Consultants, Inc.)

SCHEDULE OF COMPENSATION

Professional, Technical and Support Personnel*	January 1, 2024 – December 31, 2024
Senior Principal	\$319
Principal	\$307
Director	\$307
Senior Supervisor II	\$292
Supervisor I	\$272
Senior Professional II	\$255
Senior Professional I	\$238
Professional IV	\$211
Professional III	\$196
Professional II	\$174
Professional I	\$155
Associate III	\$130
Associate II	\$117
Associate I	\$109
Field Technician	\$94
Data Solutions Architect	\$196
Senior GIS Specialist	\$187
GIS/CADD Specialist II	\$167
GIS/CADD Specialist I	\$150
Technical Editor	\$147
Project Accountant	\$125
Billing Specialist	\$107
Publishing Specialist	\$120
Clerical	\$107
* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.	

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day
* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.	

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person



Service Type	Base Price	Sample Costs
Pre Demo Asbestos - Up to 18 Samples	\$550	PLM - \$45
Pre Demo Lead - Up to 20 Shots	\$350	XRF Per Shot- \$15
400 Point Count		Per Layer - \$85 - 3 Hour TAT
1,000 Point Count		Per Layer - \$160 - 6 Hour TAT
Mold Assessment- <i>A minimum of two air samples- 1 outdoor air sample required. Keep all doors and windows closed for 24 hrs prior to testing.</i>	\$295	Air Sample - \$150
Asbestos Clearance- <i>1 Containment</i>	\$650	PCM - \$45 \$100/Each Additional Containments
TEM		PCM - \$160
Mold Clearance- <i>1 Containment</i>	\$650	Air Sample - \$150 \$100/Each Additional Containments
Lead Clearance	\$650	Wipe - \$45
Bacteria Clearance	\$650	ATP - \$45

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Rincon Consultants, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE		SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED			COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
			COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000		
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS							
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 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				

INS-A.doc

INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Rincon Consultants, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Rincon Consultants, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND DUDEK**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Dudek ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Environmental Services that include, but not limited to, public buildings, housing, public work infrastructure and such other facilities as may be required for the City of Oxnard

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Dudek, a corporation of the State of California, located at 605 Third Street, Encinitas, CA 92024.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

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

City Designated Representative Name: KJ May Title: Construction Project Manager Sr. Phone: (805) 939-3871 Email: kuo.may@oxnard.org Address: 305 W. 3 rd Street, Oxnard, CA 93030	Consultant Designated Representative Name: Jonathan V. Leech Title: Contract Manager Phone: (805) 308-8527 Email: jleech@dudek.com Address: 3760 State Street, Suite 101, Santa Barbara, CA 93105
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney,

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.

- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any

option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees

are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City

or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

- A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said

section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will

pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [RESERVED]

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant’s Services under this Agreement. Consultant further

covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

- 34. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
- 35. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 36. ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 37. NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
- 38. COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
- 39. WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's

performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless

and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

DUDEK

☐ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

Joseph Monaco, CEO _____ Date

Amy Paul,⁴ _____ Date
Secretary of the Board

ATTEST:

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

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Dudek)

SCOPE OF SERVICES

PROJECT MANAGER:

Name: KJ May

Title: Construction Project Manager Sr.

Phone: (805) 939-3871

Email: kuo.may@oxnard.org

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated.

Consultant shall provide support for capital improvement project planning and compliance. Each such individual environmental technical study application assigned hereunder for a specific project must comply with all applicable state and federal environmental laws and regulations including, but not limited to, the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), the California Code of Regulations (including but not limited to the CEQA Guidelines set forth therein), the United States Code of Federal Regulations (CFR), the Federal and State and Endangered Species Acts (ESA), National Historic Preservation Act (NHPA), the Clean Water Act (CWA) and any applicable presidential and gubernatorial Executive Orders. Each such environmental technical study must also comply with the latest environmental provisions of the federal and state requirements, to the full extent any provisions thereof relate or have applicability to such Projects.

The Scope of Work shall include, but not be limited to the following:

Subcategory 1.1 - California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) compliance

- Prepare environmental documents.
- Provide community and agency outreach support.

- Prepare answers for comments from public and agency reviews.
- Complete statement of overriding consideration or mitigation monitoring program.
- Attend public meetings and present environmental findings to the Planning Commission and City Council.
- Provide mitigation monitoring program and reporting support during construction and closeout.

Subcategory 1.2 – Archeological and Paleontological Surveys, Monitoring, Coordination, and Technical Studies

- Provide technical assistance for all local, state and federal regulations related to archeological and paleontological compliance.
- Provide tribal liaison and consultation support for both state and federal compliance.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of project.

Subcategory 1.3 – Biological Survey, Monitoring, Coordination, and Technical Studies

- Prepare all necessary reports and studies for the regulatory agencies.
- Provide timely outreach and follow up support.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.4 – Ventura County Air Pollution Control District (VCAPCD) Permitting

- Prepare VCAPCD applications.
- Provide timely agency outreach and follow up support.
- Acquire necessary VCAPCD permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.5 – Coastal and Other Regulatory Agencies Permitting

- Prepare permit applications for all applicable regulatory agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Coastal Commission, and California State Lands Commission, and/or Southern California – Dredged Material Management Team).
- Provide agency outreach and follow up support.
- Acquire necessary agency permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.6 – Other Environmental Services

- Provide contaminated soils study and remediation program.
- Provide hazardous waste, asbestos and lead testing, reporting, and mitigation planning.

- Complete required investigation, inspection, studies and reporting for MS4 permit requirements.
- Prepare Stormwater Pollution Prevention Plans as required.
- Obtain coverage under the General Construction Storm Water Permit.
- Provide other required technical, consulting, engineering, maintenance, and remediation as required by the project.
- Provide all necessary HAZMAT response to regulatory agencies.
- Prepare remediation plans including compliance and permit processing through various agencies.
- Provide environmental design services during construction, including site visits, review of shop drawings, and preparing responses to contractor's RFIs.
- Prepare record ("as built") drawings.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
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On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Dudek)

SCHEDULE OF COMPENSATION

Engineering Services		Hydrogeology/HazWaste Services	
Project Director	\$355.00/hr	Project Director	\$345.00/hr
Principal Engineer III	\$330.00/hr	Principal Hydrogeologist/Engineer III	\$320.00/hr
Principal Engineer II	\$315.00/hr	Principal Hydrogeologist/Engineer II	\$310.00/hr
Principal Engineer I	\$300.00/hr	Principal Hydrogeologist/Engineer I	\$300.00/hr
Program Manager	\$290.00/hr	Senior Hydrogeologist V/Engineer V	\$275.00/hr
Senior Project Manager	\$290.00/hr	Senior Hydrogeologist IV/Engineer IV	\$265.00/hr
Project Manager	\$275.00/hr	Senior Hydrogeologist III/Engineer III	\$255.00/hr
Senior Engineer III	\$270.00/hr	Senior Hydrogeologist II/Engineer II	\$245.00/hr
Senior Engineer II	\$260.00/hr	Senior Hydrogeologist I/Engineer I	\$235.00/hr
Senior Engineer I	\$255.00/hr	Project Hydrogeologist V/Engineer V	\$225.00/hr
Project Engineer IV/Technician IV	\$245.00/hr	Project Hydrogeologist IV/Engineer IV	\$215.00/hr
Project Engineer III/Technician III	\$235.00/hr	Project Hydrogeologist III/Engineer III	\$205.00/hr
Project Engineer II/Technician II	\$220.00/hr	Project Hydrogeologist II/Engineer II	\$195.00/hr
Project Engineer I/Technician I	\$200.00/hr	Project Hydrogeologist I/Engineer I	\$185.00/hr
3D Production Manager	\$235.00/hr	Hydrogeologist/Engineering Assistant	\$150.00/hr
Senior Designer II	\$220.00/hr	HazMat Field Technician	\$135.00/hr
Senior Designer I	\$215.00/hr		
Designer	\$210.00/hr	District Management & Operations	
Assistant Designer	\$205.00/hr	District General Manager	\$225.00/hr
CADD Operator III	\$200.00/hr	District Engineer	\$215.00/hr
CADD Operator II	\$190.00/hr	Operations Manager	\$165.00/hr
CADD Operator I	\$175.00/hr	District Secretary/Accountant	\$150.00/hr
CADD Drafter	\$160.00/hr	Collections System Manager	\$150.00/hr
CADD Technician	\$145.00/hr	Grade V Operator	\$140.00/hr
Project Coordinator	\$170.00/hr	Grade IV Operator	\$125.00/hr
Engineering Assistant	\$145.00/hr	Grade III Operator	\$115.00/hr
		Grade II Operator	\$95.00/hr
		Grade I Operator	\$90.00/hr
		Operator in Training	\$80.00/hr
		Collection Maintenance Worker	\$85.00/hr
Environmental Services		Project Delivery Services	
Senior Project Director	\$350.00/hr	Technology Specialist II	\$245.00/hr
Project Director	\$300.00/hr	Technology Specialist I	\$190.00/hr
Senior Specialist V	\$275.00/hr	GIS Analyst V	\$220.00/hr
Senior Specialist IV	\$265.00/hr	GIS Analyst IV	\$200.00/hr
Senior Specialist III	\$250.00/hr	GIS Analyst III	\$165.00/hr
Senior Specialist II	\$235.00/hr	GIS Analyst II	\$145.00/hr
Senior Specialist I	\$220.00/hr	GIS Analyst I	\$130.00/hr
Specialist V	\$210.00/hr	Creative Services IV	\$185.00/hr
Specialist IV	\$195.00/hr	Creative Services III	\$160.00/hr
Specialist III	\$185.00/hr	Creative Services II	\$145.00/hr
Specialist II	\$175.00/hr	Creative Services I	\$130.00/hr
Specialist I	\$165.00/hr	Technical Editor IV	\$185.00/hr
Analyst V	\$155.00/hr	Technical Editor III	\$160.00/hr
Analyst IV	\$145.00/hr	Technical Editor II	\$145.00/hr
Analyst III	\$135.00/hr	Technical Editor I	\$130.00/hr
Analyst II	\$125.00/hr	Publications Specialist IV	\$135.00/hr
Analyst I	\$105.00/hr	Publications Specialist III	\$125.00/hr
Technician IV	\$100.00/hr	Publications Specialist II	\$115.00/hr
Technician III	\$90.00/hr	Publications Specialist I	\$105.00/hr
Technician II	\$80.00/hr	Clerical Administration	\$100.00/hr
Technician I	\$70.00/hr		
Project Coordinator II	\$170.00/hr		
Project Coordinator I	\$135.00/hr		
Mapping and Surveying Services		Footnote	
UAS Pilot	\$165.00/hr	Expert Witness - Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.	
Survey Lead	\$260.00/hr	Emergency and Holidays - Minimum charge of two hours will be billed at 1.75 times the normal rate.	
Survey Manager	\$220.00/hr	Material and Outside Services - Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at cost.	
Survey Crew Chief	\$185.00/hr	Travel Expenses - Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.	
Survey Rod Person	\$145.00/hr		
Survey Mapping Technician	\$135.00/hr		
Construction Management Services			
Principal Manager	\$215.00/hr		
Senior Construction Manager	\$195.00/hr		
Senior Project Manager	\$190.00/hr		
Construction Manager	\$185.00/hr		
Project Manager/Construction Management	\$175.00/hr		
Resident Engineer	\$175.00/hr		
Construction Engineer	\$175.00/hr		
On-site Owner's Representative	\$160.00/hr		
Prevailing Wage Inspector	\$160.00/hr		
Construction Inspector	\$150.00/hr		
Administrator/Labor Compliance	\$125.00/hr		

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Dudek)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE		SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED				COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
				COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000		
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS							
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 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				

INS-A.doc

Rev. 1/23

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Dudek)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Dudek)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND ULTRASYSTEMS ENVIRONMENTAL INCORPORATED**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of UltraSystems Environmental Incorporated ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Environmental Services that include, but not limited to, public buildings, housing, public work infrastructure and such other facilities as may be required for the City of Oxnard

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

UltraSystems Environmental Incorporated, a corporation of the State of California, located at 16431 Scientific Way, Irvine, CA 92618.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

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

City Designated Representative Name: KJ May Title: Construction Project Manager Sr. Phone: (805) 939-3871 Email: kuo.may@oxnard.org Address: 305 W. 3 rd Street, Oxnard, CA 93030	Consultant Designated Representative Name: Betsy A. Lindsay Title: CEO Phone: (949) 788-4900 X 227 Email: blindsay@ultrasystems.com Address: 16431 Scientific Way, Irvine, CA 92618
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney,

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.

- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any

option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees

are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City

or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

- A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said

section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will

pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [RESERVED]

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant’s Services under this Agreement. Consultant further

covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

- 34. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
- 35. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 36. ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 37. NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
- 38. COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
- 39. WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's

performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless

and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

**ULTRASYSTEMS ENVIRONMENTAL
INCORPORATED**

☐ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

Betsy A. Lindsay, CEO _____ Date

Betsy A. Lindsay, Secretary,⁴ _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and UltraSystems Environmental Incorporated)

SCOPE OF SERVICES

PROJECT MANAGER:

Name: KJ May

Title: Construction Project Manager Sr.

Phone: (805) 939-3871

Email: kuo.may@oxnard.org

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated.

Consultant shall provide support for capital improvement project planning and compliance. Each such individual environmental technical study application assigned hereunder for a specific project must comply with all applicable state and federal environmental laws and regulations including, but not limited to, the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), the California Code of Regulations (including but not limited to the CEQA Guidelines set forth therein), the United States Code of Federal Regulations (CFR), the Federal and State and Endangered Species Acts (ESA), National Historic Preservation Act (NHPA), the Clean Water Act (CWA) and any applicable presidential and gubernatorial Executive Orders. Each such environmental technical study must also comply with the latest environmental provisions of the federal and state requirements, to the full extent any provisions thereof relate or have applicability to such Projects.

The Scope of Work shall include, but not be limited to the following:

Subcategory 1.1 - California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) compliance

- Prepare environmental documents.
- Provide community and agency outreach support.

- Prepare answers for comments from public and agency reviews.
- Complete statement of overriding consideration or mitigation monitoring program.
- Attend public meetings and present environmental findings to the Planning Commission and City Council.
- Provide mitigation monitoring program and reporting support during construction and closeout.

Subcategory 1.2 – Archeological and Paleontological Surveys, Monitoring, Coordination, and Technical Studies

- Provide technical assistance for all local, state and federal regulations related to archeological and paleontological compliance.
- Provide tribal liaison and consultation support for both state and federal compliance.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of project.

Subcategory 1.3 – Biological Survey, Monitoring, Coordination, and Technical Studies

- Prepare all necessary reports and studies for the regulatory agencies.
- Provide timely outreach and follow up support.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.4 – Ventura County Air Pollution Control District (VCAPCD) Permitting

- Prepare VCAPCD applications.
- Provide timely agency outreach and follow up support.
- Acquire necessary VCAPCD permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.5 – Coastal and Other Regulatory Agencies Permitting

- Prepare permit applications for all applicable regulatory agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Coastal Commission, and California State Lands Commission, and/or Southern California – Dredged Material Management Team).
- Provide agency outreach and follow up support.
- Acquire necessary agency permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.6 – Other Environmental Services

- Provide contaminated soils study and remediation program.
- Provide hazardous waste, asbestos and lead testing, reporting, and mitigation planning.

- Complete required investigation, inspection, studies and reporting for MS4 permit requirements.
- Prepare Stormwater Pollution Prevention Plans as required.
- Obtain coverage under the General Construction Storm Water Permit.
- Provide other required technical, consulting, engineering, maintenance, and remediation as required by the project.
- Provide all necessary HAZMAT response to regulatory agencies.
- Prepare remediation plans including compliance and permit processing through various agencies.
- Provide environmental design services during construction, including site visits, review of shop drawings, and preparing responses to contractor's RFIs.
- Prepare record ("as built") drawings.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
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On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and UltraSystems Environmental Incorporated)

SCHEDULE OF COMPENSATION

PROFESSIONAL STAFF	Hourly	HOURLY
Principal		\$185
Director		\$185
Senior Project Manager		\$175
Project Manager		\$170
Senior Principal Engineer		\$175
Senior Scientist/Engineer		\$165
Scientist/Engineer		\$150
Staff Scientist/Engineer		\$140
Senior Planner		\$150
Associate Planner		\$145
Planner/Environmental Analyst		\$140
Senior Biologist II		\$145
Senior Biologist I		\$140
Staff Biologist II		\$135
Staff Biologist I		\$130
Associate Biologist		\$125
Cultural Specialist		\$140
Archaeologist		\$135
Cultural Monitor		\$110
Senior GIS Analyst		\$135
GIS Technician		\$125
Word Processor		\$110
Intern		\$75

FIELD EQUIPMENT	Daily	Weekly
Excavation Screen	\$5	\$20
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	\$15	\$60
Garmin GPS (non-Trimble)	\$5	\$20
iPad Data Tablet	\$25	\$100
Kestrel Anemometer (or equivalent)	\$5	\$20
Photoionization detector (PID) or equivalent	\$100	\$400
Quest SoundPro SP-DL-1-1/3 Sound Level Meter (or equivalent)	\$110	\$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	\$65	\$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	\$120	\$560
XRF Analyzer	\$95	\$380

Automobile mileage will be charged at IRS standard rates. Travel time will be billed as indicated in the hourly rate schedule above.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and UltraSystems Environmental Incorporated)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE		SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED				COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
				COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$		
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000		
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS							
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 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			

INS-A.doc

Rev. 1/23

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and UltraSystems Environmental Incorporated)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and UltraSystems Environmental Incorporated)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.
10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

RATES AND COSTS EXHIBIT



Rincon Consultants, Inc.

Rate Sheets

Rincon Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II (Jennifer Haddow)	\$270
Director II	\$270
Principal I (Christopher Julian)	\$250
Director I (Kiernan Brtalik)	\$250
Senior Supervisor II (Derek Lerma, Julie Doane-Allmon, Scott English)	\$228
Supervisor I (Matthew Dunn)	\$215
Senior Professional II (Aubrey Mescher, Eric Schaad, Jennifer DiCenzo, Jerry Hittleman, Lexi Journey, Robin Murray, Steve Howard)	\$195
Senior Professional I (Jaime McClain)	\$179
Professional IV (Annaliese Miller)	\$164
Professional III	\$152
Professional II	\$135
Professional I (Amanda Antonelli)	\$120
Associate III	\$108
Associate II	\$98
Associate I	\$90
Project Assistant	\$85
Senior GIS Specialist	\$155
GIS/CADD Specialist II	\$135
GIS/CADD Specialist I	\$120
Technical Editor	\$120
Production Specialist	\$98
Clerical	\$85

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$85/day
4WD and Off-Road Vehicles*	\$135/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 4% annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Environmental Scientists

Planners

Engineers



Rincon Consultants, Inc.

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$144
Four Gas Monitor	\$124
Flame Ionization Detector	\$100
Photo Ionization Detector	\$75
Hand Auger Sampler	\$57
Water Level Indicator, DC Purge Pump	\$41
Natural Resources Field Equipment	
UAS Drone	\$250
Spotting or Fiberoptic Scope	\$155
Pettersson Bat Ultrasound Detector/Recording Equipment	\$155
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$103
GPS (Sub-meter Accuracy)	\$60
Infrared Sensor Digital Camera or Computer Field Equipment	\$52
Scent Station	\$21
Laser Rangefinder/Altitude	\$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$565
Boat (20 ft. Boston Whaler or Similar)	\$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$155
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$57
Refractometer (Salinity) or Turbidity Meter	\$35
Large Block Nets	\$103
Minnow Trap	\$88
Net, Hand/Large Seine	\$10/\$50
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$100
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$130
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$155
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$52
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$50/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$50
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	\$50/diver
Level C Health and Safety	\$60/person



Environmental Consulting Services
Asbestos • Mold • Lead • Property Assessment

PROFESSIONAL FEE SCHEDULE - 2021

Professional Services	Rate
Principal Consultant / President	\$ 120/hr
Senior Professional / Certified Asbestos Consultant	\$ 100/hr
Staff Professional / Hygienist / CSST	\$ 90/hr
Field Technician / Project Monitor	\$ 85/hr
Clerical / Drafting / Word Processing	\$ 45/hr
Legal and Forensic Testimony	\$ 300/hr
<i>Includes expert witness testimony (depositions, mediations, arbitrations or court appearances).</i>	

Laboratory Analytical Fees

<u>Microbial(Mold/Fungi)</u>	Standard Turnaround	Rush (24 hr)
Non-Viable Air (<i>direct exam</i>)	\$ 85 ea. (2-3 days)	\$ 125 ea.
Non-Viable Surface (<i>tape or bulk</i>)	\$ 85 ea. (2-3 days)	\$ 125 ea.
Viable Air or Swab (<i>Aspergillus/Stachybotrys ID</i>)	\$ 120 ea. (7-10 days)	NA
Viable Bulk/Dust (<i>Aspergillus/Stachybotrys ID</i>)	\$ 120 ea. (7-10 days)	NA

<u>Bacteria</u>		
E. coli/Total Coliform (<i>Sewage Screen</i>)	\$ 60 ea. (3-5 days)	NA
Bacterial culture (total plate count)	\$ 100 ea. (3-5 days)	NA
Viable Air (<i>Total Bacteria</i>)	\$ 100 ea. (3-5 days)	NA

<u>Asbestos, Lead & Other Contaminants</u>		
Asbestos bulk (<i>Polarized Light Microscopy</i>)	\$ 20 ea. (2-3 days)	\$ 40 ea.
Asbestos air (<i>Phase Contrast Microscopy</i>)	\$ 20 ea. (2-3 days)	\$ 40 ea.
Asbestos air by TEM Analysis	\$ 150 ea. (3-5 days)	\$ 200 ea.
Asbestos bulk by Point Count or TEM	\$ 120 ea. (3-5 days)	NA
Lead-in air or bulk (<i>paint chips, dust wipes, soil, etc.</i>)	\$ 30 ea. (3-5 days)	\$ 50 ea.
Radon (short-term canister, 48-96 hr.)	\$ 50 ea. (3-5 days)	NA
Formaldehyde, Allergens, Indoor air pollutants		Bid upon request
Soil & Groundwater Sampling		Bid upon request

Field Equipment, Supplies, Travel, etc.

XRF Analyzer for Lead-Based Paint	\$ 250/day, \$125/half-day or \$50/hr
Thermal Imaging (infrared) Camera	\$ 50/day
Soil Sampling Equipment (Hand Auger/Soil Punch)	\$ 50/day
Mileage Reimbursement (roundtrip, for projects >50 miles from FCG offices)	\$ 0.56/mile
Per Diem (lodging & meals, if overnight stay is required due to distance from office)	TBD
Outside services, miscellaneous equipment & field supplies not listed	Actual Cost + 15%

1009 Mercer Ave.
Ojai, CA 93023

Tel: 805.646.1995 | Fax: 805.669.3538
Info@fcgenviron.com | www.fcgenviron.com

RATES AND COSTS EXHIBIT**ESA Rates**

Description	Billing Rate
Senior Director III	\$240.00
Senior Director II	\$235.00
Senior Director I	\$230.00
Director III	\$225.00
Director II	\$210.00
Director I	\$200.00
Managing Associate III	\$180.00
Managing Associate II	\$175.00
Managing Associate I	\$165.00
Senior Associate III	\$160.00
Senior Associate II	\$150.00
Senior Associate I	\$140.00
Associate III	\$130.00
Associate II	\$125.00
Project Technician III	\$125.00
Associate I	\$105.00
Project Technician II	\$100.00
Project Technician I	\$85.00

Ninyo & Moore Rates

Professional Staff	
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist...	\$188
Senior Engineer/Geologist/Environmental Scientist.....	\$178
Senior Project Engineer/Geologist/Environmental Scientist.....	\$173
Project Engineer/Geologist/Environmental Scientist.....	\$165
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$150
Staff Engineer/Geologist/Environmental Scientist.....	\$134
GIS Analyst.....	\$123
Technical Illustrator/CAD Operator	\$98
Field Staff	
Certified Asbestos/Lead Technician.....	\$173
Field Operations Manager.....	\$119
Nondestructive Examination Technician (UT, MT, LP)	\$114
Supervisory Technician.....	\$104
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$104
Senior Technician.....	\$103
Technician.....	\$98
Administrative Staff	
Information Specialist.....	\$83
Geotechnical/Environmental/Laboratory Assistant	\$81
Data Processor.....	\$71



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: April 29, 2025
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Multiple Agreements for On-Call Professional Engineering Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional engineering services:

1. Agreement 32500432 CSG Consultants, Inc. for a total amount not to exceed \$750,000;
2. Agreement 32500438 Encompass Consultant Group, Inc. for a total amount not to exceed \$750,000; and
3. Agreement 32500439 Psomas for a total not-to-exceed amount of \$750,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed, technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills and experience of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. The services covered under this request include, but are not limited to, providing general civil engineering and related work for CIP and other Departmental projects that require tasks in this discipline. This may include the preparation of designs, plans, specifications and estimates (PSE), scopes of work, and preliminary studies, renderings, and reports including any related tests, surveys, and research. Also, the consultant shall provide a full range of supporting services including securing required permits, conducting public outreach, surveys, studies, plan review, utility coordination, and other related civil engineering services as required.

DISCUSSION

On November 12, 2024, the Purchasing Department issued a Request for Proposal (RFP) 25-52 for On-Call Professional Engineering & Design Services. The RFP was directly sent to three potential vendors, and published on www.PublicPurchase.com as well as the City's Purchasing website. Proposals were due December 5, 2024, and a total of 3 proposals were received from the following vendors:

CSG Consultants, Inc.	Encompass Consultant Group, Inc.	Psomas
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A rating and selection process of the proposals was then performed by a panel that consisted of the Engineering Division Manager, a Senior Construction Project Manager, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City's municipal code. After a thorough review, the panel recommends all three proposing firms for Agreement awards, with a determination that these vendors meet the requirements listed in the RFP and are capable of performing services to a level acceptable to the reviewing panel.

Following further review by the Purchasing Division, it was determined that these vendors meet all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the four recommended vendors are capable of successfully performing On-Call Professional Services to the City of Oxnard.

Professional services under these agreements will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Once the City has received all proposals, they will review each and make a selection of the firm based on factors that include price, experience, methods, and schedule.

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 each agreement shall not exceed \$750,000, respectively, over five years if all extension options are fully executed. Due to the varying amounts of civil engineering services required year-to-year, it is difficult to go by historical data for calculating the future need of the on-call agreements. However, based on the anticipated CIP project volume over the next five years, the dollar amount of these agreements should sufficiently cover the level of civil services needed. Funding for individual tasks will be sourced from projects identified in the City Council approved CIP or on rare occasions for City Divisions with non-CIP project requirements (e.g. Facilities division making minor office improvements). The Project Manager will ensure sufficient funding is available in the approved budget for related tasks prior to initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 8, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500432 - CSG Consultants, Inc
2. Agreement 32500438 - Encompass Consultant Group, Inc
3. Agreement 32500439 - Psomas
4. Prior Agreements Rate Sheets - Engineering Services

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CSG CONSULTANTS, INC.**

By This On-Call Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of CSG Consultants, Inc. (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering and Design Services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. The City may require Consultant to perform all or a portion of these services through subsequently issued Task Orders. Task Orders will be in the form of the template described in and attached the Scope of Services. The Services under this Agreement will be provided on an on-call or as needed basis.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

CSG Consultants, Inc. a corporation of the State of California, located at 3707 W. Garden Grove Blvd., Suite 100, Orange, CA 92868.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$750,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

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

City Designated Representative Name: Abe Anbessaw Title: Engineering Division Manager Phone: 805-890-9916 Email: abebaw.anbessaw@oxnard.org Address: 305 W. 3 rd Street, Oxnard, CA 93030	Consultant Designated Representative Name: Peykan Abbassi, PE Title: Vice President, Engineering Phone: (714) 568-1010 Email: peykana@csgengr.com Address: 3707 W. Garden Grove Blvd., Suite 100, Orange, CA 92868
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¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in

which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the

Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names

or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the

requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [RESERVED]

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the

Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a

copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. ADVERTISING AND PUBLICITY. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the

extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the

content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

CSG CONSULTANTS, INC.

☐ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

Cyrus Kianpour, _____ Date
President

Nourdin Khayata,⁴ _____ Date
Secretary

ATTEST:

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

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and CSG Consultants, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:

Name: Abe Anbessaw

Phone: 805-890-9916

Email: abebaw.anbessaw@oxnard.org

This requirement involves the provision of professional engineering and design services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The consultant shall be capable of providing engineering services for roadway and structures engineering, surveying, hydrology and hydraulic engineering and development plan check where required. In addition to these general tasks, the consultant shall be capable of producing reports, studies, master plans, conceptual designs, specifications, permitting requirements, and budget estimates on an as needed basis. Along with these, the consultant shall provide the full range of supporting services including preliminary studies, public outreach, renderings, drawings, specifications, estimates, scopes of work and other professional services. Utility coordination and design Services to include but not limited to the following:

SERVICE GROUP CATEGORY 1- ROADWAY AND STRUCTURES ENGINEERING

Road Engineering. Consultant shall provide Road Engineering services, support and expertise including but not limited to the following: roadway design, drainage systems design, utility identification and relocation, independent checks of roadway design and quantities, project budgeting, and finally project scheduling. Consultant's technical and administrative approach should be consistent with appropriate County, State and Federal standards.

Structures Engineering: Consultant shall provide Structures Engineering services, support and expertise including but not limited to the following: bridge, culvert, overcrossing, overpass, drainage systems, retaining wall, or any similar type of structure. In most cases, the structure portion of any project is part of a larger project. On rare occasions, a structure will be a separate project.

Subcategory 1.1 — Pavement

Perform roadway asphalt pavement structural section evaluation, and provide design recommendations for proper application of surface treatment, surface rehabilitation methods as well as full depth reconstruction. These methods may include fog seal, microsurfacing, scrub seal, or asphalt concrete overlay and material testing. Consultant required to submit written reports and recommendations.

Subcategory 1.2 — Structures

Perform structural engineering evaluation and calculations, and provide design recommendations for loading, reinforcement, material type, strength and structures testing. Consultant required to submit written reports and recommendations.

Subcategory 1.3 — Quality Control/Quality Assurance

Perform quality control/quality assurance reviews that conform to the Caltrans ready to list guide procedures. This process may include plan, specification, and estimate (PS&E) comparisons to ensure the PS&E package is biddable and buildable. Consultant is to submit written reports documenting comments and responses to comments. Further coordination may be required on a project by project basis; emphasis will be placed on the current Caltrans standard plans and specifications and "Greenbook" Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction.

SERVICE GROUP CATEGORY 2 — SURVEYING

Surveying task include but are not limited to the following:

Land Surveying: Land surveys or boundary surveys are the function of locating the property boundaries or right of way of project sites. This type of work may also be referred to as property surveys, boundary surveys, or cadastral surveys.

Topographical Surveying: This type of surveying entails locating objects and measuring the relief, three- dimensional variations of the earth's surface and/or other topographical features. Detailed information is obtained pertaining to the elevations as well as to the locations of man-made features or improvements and natural features. Topographical maps are prepared to document the survey. This type survey is also referred to as a preliminary survey. Data may be obtained through traditional field survey, aerial photogrammetry, LiDAR, laser scanning, or other methods.

Control Surveying: Control surveys are those made to establish the horizontal and vertical positions of various points. The points are selected so that they form a net over the project site under consideration so as to provide a convenient method to tie planned improvement placement to these points. Methods used will involve the use of GPS, CORS sites, and differing datum's (NAD27, NAD83, NGVD29, or NAVD88).

Construction Surveying: Construction surveying provides the basis for proper placement of improvements. This type of surveying is needed at all stages of the construction process in an effort to ensure that the final product meets all the design requirements for placement, elevation and alignment.

Monument Preservation: This function of surveying involves research to determine the existence of survey points of record, field investigation to locate monuments of record and not of record, setting of reference points, filing of records with the County of Ventura, resetting survey points to replace those missing or destroyed.

SERVICE GROUP CATEGORY 3 - DRAINAGE, HYDROLOGY, HYDRAULIC ENGINEERING

Drainage, hydrology and hydraulic engineering services may include but not limited to:

- Master Plan of Drainage updates, as well as, the preparation of Capital Improvement Program plans, specifications and bid documents for the design and construction of various street, storm drain, and other facility improvements
- Perform hydraulic, hydrologic, or sediment transport analyses and modeling for the design and maintenance of drainage facilities (pumps, channels, basins, etc.), bridges, culverts, and roadways. Work might involve preparation of the following documents or reports in accordance with the City's Engineering Design Guidelines and/or Caltrans Local Assistance Procedures Manual:
 - Bridge Design Hydraulic Study
 - Location Hydraulic Study
 - Floodplain Evaluation Report Summary
 - Location Hydraulic Study Form
 - Preliminary Hydrologic/Hydraulic Review Summary

SERVICE GROUP CATEGORY 4 — DEVELOPMENT PLAN CHECK

Building plan check tasks include, but are not limited to the following:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans
- structural calculations
- grading plans
- site excavations
- Preparations, erosion control plans
- National Pollution Discharge Elimination System (NPDES) Compliance

Infrastructure improvement plan check tasks include but not limited to:

- plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
 - Streets
 - Sewers
 - Storm drains
 - Water mains
 - Streetlights
 - Landscaping and irrigation
 - Traffic control
 - Signing and striping
 - Traffic signals
 - Roundabouts
 - Hydrology studies
 - Sewer area studies
 - Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking
- Easement and right-of-way documents
- Lot-line adjustments and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030.

Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	<i>Example 1011234-53200-CXXXX</i>
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On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and CSG Consultants, Inc.)

SCHEDULE OF COMPENSATION

CSG Consultants

PERSONNEL / ROLE	HOURLY RATE
Administrative Assistant	\$110
Engineering Intern	\$145
Assistant Engineer	\$180
Associate Engineer	\$210
Structural Engineer	\$250
Associate Surveyor	\$420
Senior Engineer	\$230
Senior Land Surveyor	\$420
Senior Structural Engineer	\$270
Principal Engineer	\$270
Senior Principal Engineer	\$300
Two-Person Survey Crew	\$440
Assistant Project Manager	\$180
Project Manager	\$230
Senior Project Manager	\$260
Office Engineer	\$180
Construction Inspector	\$195
Senior Construction Inspector	\$210
Project Engineer	\$180
Resident Engineer / Construction Manager	\$265
Structural Representative	\$265
Senior Construction Manager	\$315



Prevailing Wage Rate Schedule (2025)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment (Prevailing Wage) *	Hour	\$385.00
Round Trip Travel Time & Costs	Hour	\$165.00
Office Support		
Principal	Hour	\$275.00
Director Surveying/ Professional Land Surveyor	Hour	\$235.00
Senior Project Manager	Hour	\$195.00
Project Surveyor	Hour	\$180.00
GPS Post Processing	Hour	\$170.00
Survey Technician	Hour	\$165.00
Drafting/ AutoCAD Technician	Hour	\$130.00
Accounting / Clerical	Hour	\$90.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	\$465.00
Transportation (per 2025 IRS Mileage Rate)	Mile	\$0.69
<i>Overtime and Saturday Rates</i>		
	Hour	1.5 times Hourly Rate

*4 or 8 Hour Minimum



Non-Prevailing Wage Rate Schedule (2025)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment *	Hour	\$285.00
Round Trip Travel Time & Costs	Hour	\$165.00
Office Support		
Principal	Hour	\$275.00
Director Surveying/Professional Land Surveyor	Hour	\$235.00
Senior Project Manager	Hour	\$195.00
Project Surveyor	Hour	\$180.00
GPS Post Processing	Hour	\$170.00
Survey Technician	Hour	\$165.00
Drafting/ AutoCAD Technician	Hour	\$130.00
Accounting / Clerical	Hour	\$90.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	\$465.00
Transportation (per 2025 IRS Mileage Rate)	Mile	\$0.69
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

*4 or 8 Hour Minimum

Geo-Advantec, Inc.

ENGINEERING SERVICES		
ENGINEERING AND PROFESSIONAL SERVICES		
Principal Geotechnical Engineer/Principal Engineering Geologist	\$ 225.00	Per Hour
Senior Hydrogeologist	\$ 225.00	Per Hour
Senior Geotechnical Engineer/ Senior Engineering Geologist/Senior Registered Engineer	\$ 175.00	Per Hour
Registered Civil Engineer	\$ 175.00	Per Hour
Project Manager	\$ 135.00	Per Hour
Senior Field Engineer	\$ 150.00	Per Hour
Staff Engineer/Staff Geologist/Field Engineer	\$ 135.00	Per Hour
Laboratory Manager	\$ 110.00	Per Hour
Administration	\$ 60.00	Per Hour
GIS Technician	\$ 125.00	Per Hour
Drafter/CAD Technician	\$ 75.00	Per Hour
Principal Geologist Forensic/Field and Office	\$ 300.00	Per Hour
Principal Geotechnical Engineer Forensic (Field and Office)	\$ 350.00	Per Hour
Senior Engineer Forensic (Field and Office)	\$ 250.00	Per Hour
Field Engineer Forensic	\$ 200.00	Per Hour
Principal Geotechnical Engineer and Geologist Expert Witness and Litigation Tasks	\$ 350.00	Per Hour
Senior Geotechnical Engineer/Senior Registered Engineer Expert Witness and Litigation Tasks	\$ 300.00	Per Hour
GEOTECHNICAL INVESTIGATIVE/PRE-CONSTRUCTION PHASE		
FIELD DRILLING AND TESTING		
*Field Testing/Sampling Helper (Technician - Prevailing Wage)	\$ 120.00	Per Hour
<i>*Surcharge of \$10 per/hr. for projects under PLA/CWA agreements</i>		
Drilling – Hollow Stem Auger (6-8" diameter) (subject to adjustment)	\$ 6000.00	Per Day
Drilling – Mud Rotary Wash Drilling (subject to adjustment)	\$ 6500.00	Per Day
Drilling – Cone Penetration Test (subject to adjustment)	\$ 7000.00	Per Day
Coring- Pavement (Crew + Equipment, including rapid set concrete or cold AC patching)	\$ 250.00	Each Core
Saw-Cut – R-value Sampling (Crew + Equipment, including rapid set concrete or cold AC patching)	\$ 350.00	Each Location
Sample Pickup (truck + driver, within a 50-mile radius from GAI's office)	\$ 150.00	Per Round
GPR Survey	\$ 3500.00	Per Day
Percolation Test (Falling Head Method - Max. depth 15') (Min 2 tests, \$9,000)	\$ 4500.00	Per Test
LABORATORY TESTING		
Rate varies per test for different tests		
REPORTS		
Soils (Geotechnical/Geohazard Evaluation) Report	Varies-Lump Sum	

MINIMUM CHARGES FOR CONSTRUCTION PHASE INSPECTIONS

- All technicians and inspectors are based on a minimum of four (4) hours. Over four hours shall be a minimum of eight (8) hours for inspectors or technicians. If an inspector or technician is scheduled to perform a service, shows up at the project site, and no work is performed, a four-hour (4) charge will apply and be referred to as a show-up charge.

TRAVEL & MILEAGE

- No travel time and mileage costs for engineering staff and materials/special inspection personnel. Per the regulations of Department of Industrial Relations (DIR-Public Works Manual 2016), for soils technicians performing construction inspection and testing carrying a nuclear gauge device travel time will be charged at contractual rate, from GAI's closest office and for round trip drive time (Portal to Portal).
- For regular/non-prevailing jobs, a round-trip mileage cost equal to \$0.75 per mile, calculated from GAI's office to the project site, will be charged.

LABORATORY TESTING

- Material samples will be discarded after testing, unless notification by Client has been made to GAI's laboratory prior to testing. If Client requires samples be retrieved after testing or stored at GAI's laboratory for an extended duration of time, arrangements can be made at no additional cost to the client.

Name: General Technologies and Solutions (GTS)

LABOR RATES	
Labor Category/Grade	Hourly Fully-Loaded Rate
Engineer / Planner / Analyst (L1)	\$113.00 - \$144.00
Engineer / Planner / Analyst (L2)	\$124.00 - \$165.00
Engineer / Planner / Analyst (L3)	\$144.00 - \$185.00
Engineer / Planner / Analyst (L4)	\$155.00 - \$196.00
Engineer / Planner / Analyst (L5)	\$175.00 - \$216.00
Engineer / Planner / Analyst (L6)	\$196.00 - \$237.00
Principal L7	\$237.00 - \$288.00
Intern (L1)	\$93.00 - \$124.00
Project Admin / CAD / Graphics (L2)	\$113.00 - \$144.00
Project Admin / CAD / Graphics (L4)	\$144.00 - \$206.00

Mileage is charged per the maximum allowable IRS rate.

Other expenses (surveys, printing, etc.) will be charged at cost.



KATHERINE PADILLA & ASSOCIATES (KPA) 2025 RATES

Katherine Padilla Otanez, President, Managing Principal.....	\$220/hour
Jessica Padilla Bowen, Senior Associate.....	\$190/hour
Thelma Herrera, Sr. Project Manager/Creative Development Director.....	\$180/hour
Nathan Bowen, Associate, Webmaster, Photography, Videography.....	\$180/hour
Xavier Sibaja, Project Manager	\$175/hour
Ruthann Pearlman, Outreach and IT Specialist	\$160/hour

MEP CALIFORNIA ENGINEERING

PRINCIPAL	\$260
ASSOCIATE	\$235
SR. PROJECT MANAGER	\$205
PROJECT MANAGER	\$195
PRINCIPAL DESIGNER	\$185
SR. ENGINEER	\$185
ENGINEER II	\$160
SENIOR DESIGNER/BIM LEAD	\$150
ENGINEER I	\$135
DESIGNER II/BIM ASSOCIATE	\$130
DESIGNER I	\$115
ADMINISTRATION/CLERICAL	\$90

Reimbursable

Compensation for reimbursable expenses is in addition to compensation for basic and additional professional services and will be invoiced at cost.

Such reimbursable expenses include photo copying, blue printing, shipping/handling, etc.



HOURLY RATES:

Professional services (including portal to portal domestic travel time) performed on an hourly basis will be billed at the following personnel rates.

Corporate Principal	\$218.00/hour
Principal	187.00/hour
Senior Associate	172.00/hour
Associate	156.00/hour
CADD Technician I	146.00/hour
CADD Technician II	135.00/hour
Administrative	104.00/hour

DIRECT PROJECT EXPENSES:

Direct Project Expenses (DPE) shall be billed to the CLIENT in addition to fees for professional scope of services at actual cost. They include, but may not be limited to, production materials' or expenditures on behalf of the project, including: computer related expenses (ie: plotting and digital transfer items); domestic courier delivery service and postage/ shipping/ overnight delivery; facsimile (outgoing); photography and related supplies; in-house printing/ reproduction; special insurance coverage; and sub-consultants not retained by the CLIENT.



SCHEDULE OF STANDARD BILLING RATES

Principal Engineer	\$310.00
Business Class Leader...	300.00
Senior Project Manager	290.00
Senior Technical Manager	275.00
Project Manager	270.00
Technical Manager	265.00
Senior Project Engineer	250.00
Senior Technical Engineer	240.00
Project Engineer	230.00
Technical Engineer	220.00
Associate Engineer	200.00
Design Engineer	175.00
Sr. Designer/ Sr. CADD Drafter	175.00
CAD Drafter	155.00
Admin	110.00

Printing and reproduction will be invoiced at cost of \$0.55 per square foot.

Travel will be invoiced at IRS rate per mile based on roundtrip mileage to and from PacRim's home office.

Call out procedure requires 4 hours advance notice and will be charged a minimum 4 hours or actual time including travel, whichever is greater

Schaaf & Wheeler

Hourly Billing Rates

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification	Rate/Hr
Principal Project Manager	\$305
Senior Project Manager	\$280
Senior Engineer	\$255
Associate Engineer	\$225
Assistant Engineer	\$205
Junior Engineer	\$190
Designer	\$180
GIS Analyst	\$180
Technician	\$165
Engineering Trainee	\$140

Litigation Charges

Court or deposition time as an expert witness is charged at \$500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at cost.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and CSG Consultants, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE			

INS-A.doc

INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and CSG Consultants, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and CSG Consultants, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND ENCOMPASS CONSULTANT GROUP, INC.**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Encompass Consultant Group, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering and Design services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. The City may require Consultant to perform all or a portion of these services through subsequently issued Task Orders. Task Orders will be in the form of the template described in and attached the Scope of Services. The Services under this Agreement will be provided on an on-call or as needed basis.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Encompass Consultant Group, Inc., a corporation of the State of California, located at 333 N. Lantana Street, Suite 287, Camarillo, CA 93010.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$750,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

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

City Designated Representative Name: Abe Anbessaw Title: Engineering Division Manager Phone: 805-890-9916 Email: abebaw.anbessaw@oxnard.org Address: 305 W. 3 rd Street, Oxnard, CA 93030	Consultant Designated Representative Name: Sal Contreras, PE Title: Principal Engineer/Vice President Phone: 805-416-8704 Email: Sal.Contreras@ecgcivil.com Address: 333 N. Lantana Street, Suite 287, Camarillo, CA 93010
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¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in

which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the

Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names

or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the

requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [RESERVED]

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the

Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a

copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. ADVERTISING AND PUBLICITY. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the

extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the

content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

**ENCOMPASS CONSULTANT GROUP,
INC.**

☐ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

Sal Contreras, PE, _____ Date
Principal Engineer / Vice President

James Fallon, PLS,⁴ _____ Date
Principal Surveyor / Secretary

ATTEST:

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

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Encompass Consultant Group, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:

Name: Abe Anbessaw

Phone: 805-890-9916

Email: abebaw.anbessaw@oxnard.org

This requirement involves the provision of professional engineering and design services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The consultant shall be capable of providing engineering services for roadway and structures engineering, surveying, hydrology and hydraulic engineering and development plan check where required. In addition to these general tasks, the consultant shall be capable of producing reports, studies, master plans, conceptual designs, specifications, permitting requirements, and budget estimates on an as needed basis. Along with these, the consultant shall provide the full range of supporting services including preliminary studies, public outreach, renderings, drawings, specifications, estimates, scopes of work and other professional services. Utility coordination and design Services to include but not limited to the following:

SERVICE GROUP CATEGORY 1- ROADWAY AND STRUCTURES ENGINEERING

Road Engineering. Consultant shall provide Road Engineering services, support and expertise including but not limited to the following: roadway design, drainage systems design, utility identification and relocation, independent checks of roadway design and quantities, project budgeting, and finally project scheduling. Consultant's technical and administrative approach should be consistent with appropriate County, State and Federal standards.

Structures Engineering: Consultant shall provide Structures Engineering services, support and expertise including but not limited to the following: bridge, culvert, overcrossing, overpass, drainage systems, retaining wall, or any similar type of structure. In most cases, the structure portion of any project is part of a larger project. On rare occasions, a structure will be a separate project.

Subcategory 1.1 — Pavement

Perform roadway asphalt pavement structural section evaluation, and provide design recommendations for proper application of surface treatment, surface rehabilitation methods as well as full depth reconstruction. These methods may include fog seal, microsurfacing, scrub seal, or asphalt concrete overlay and material testing. Consultant required to submit written reports and recommendations.

Subcategory 1.2 — Structures

Perform structural engineering evaluation and calculations, and provide design recommendations for loading, reinforcement, material type, strength and structures testing. Consultant required to submit written reports and recommendations.

Subcategory 1.3 — Quality Control/Quality Assurance

Perform quality control/quality assurance reviews that conform to the Caltrans ready to list guide procedures. This process may include plan, specification, and estimate (PS&E) comparisons to ensure the PS&E package is biddable and buildable. Consultant is to submit written reports documenting comments and responses to comments. Further coordination may be required on a project by project basis; emphasis will be placed on the current Caltrans standard plans and specifications and "Greenbook" Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction.

SERVICE GROUP CATEGORY 2 — SURVEYING

Surveying task include but are not limited to the following:

Land Surveying: Land surveys or boundary surveys are the function of locating the property boundaries or right of way of project sites. This type of work may also be referred to as property surveys, boundary surveys, or cadastral surveys.

Topographical Surveying: This type of surveying entails locating objects and measuring the relief, three- dimensional variations of the earth's surface and/or other topographical features. Detailed information is obtained pertaining to the elevations as well as to the locations of man-made features or improvements and natural features. Topographical maps are prepared to document the survey. This type survey is also referred to as a preliminary survey. Data may be obtained through traditional field survey, aerial photogrammetry, LiDAR, laser scanning, or other methods.

Control Surveying: Control surveys are those made to establish the horizontal and vertical positions of various points. The points are selected so that they form a net over the project site under consideration so as to provide a convenient method to tie planned improvement placement to these points. Methods used will involve the use of GPS, CORS sites, and differing datum's (NAD27, NAD83, NGVD29, or NAVD88).

Construction Surveying: Construction surveying provides the basis for proper placement of improvements. This type of surveying is needed at all stages of the construction process in an effort to ensure that the final product meets all the design requirements for placement, elevation and alignment.

Monument Preservation: This function of surveying involves research to determine the existence of survey points of record, field investigation to locate monuments of record and not of record, setting of reference points, filing of records with the County of Ventura, resetting survey points to replace those missing or destroyed.

SERVICE GROUP CATEGORY 3 - DRAINAGE, HYDROLOGY, HYDRAULIC ENGINEERING

Drainage, hydrology and hydraulic engineering services may include but not limited to:

- Master Plan of Drainage updates, as well as, the preparation of Capital Improvement Program plans, specifications and bid documents for the design and construction of various street, storm drain, and other facility improvements
- Perform hydraulic, hydrologic, or sediment transport analyses and modeling for the design and maintenance of drainage facilities (pumps, channels, basins, etc.), bridges, culverts, and roadways. Work might involve preparation of the following documents or reports in accordance with the City's Engineering Design Guidelines and/or Caltrans Local Assistance Procedures Manual:
 - Bridge Design Hydraulic Study
 - Location Hydraulic Study
 - Floodplain Evaluation Report Summary
 - Location Hydraulic Study Form
 - Preliminary Hydrologic/Hydraulic Review Summary

SERVICE GROUP CATEGORY 4 — DEVELOPMENT PLAN CHECK

Building plan check tasks include, but are not limited to the following:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans
- structural calculations
- grading plans
- site excavations
- Preparations, erosion control plans
- National Pollution Discharge Elimination System (NPDES) Compliance

Infrastructure improvement plan check tasks include but not limited to:

- plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
 - Streets
 - Sewers
 - Storm drains
 - Water mains
 - Streetlights
 - Landscaping and irrigation
 - Traffic control
 - Signing and striping
 - Traffic signals
 - Roundabouts
 - Hydrology studies
 - Sewer area studies
 - Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking
- Easement and right-of-way documents
- Lot-line adjustments and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030.

Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	<i>Example 1011234-53200-CXXXX</i>
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On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Encompass Consultant Group, Inc.)

SCHEDULE OF COMPENSATION

Engineering		Geomatics (Surveying & Mapping)	
Designer	\$125	Surveying Technician	\$125
Senior Designer.....	\$165	Assistant Surveyor I.....	\$155
Assistant Engineer I	\$155	Assistant Surveyor II.....	\$165
Assistant Engineer II	\$165	Associate Surveyor.....	\$175
Associate Engineer	\$175	Senior Surveyor I.....	\$190
Senior Engineer I.....	\$190	Senior Surveyor II.....	\$205
Senior Engineer II.....	\$205	Principal Surveyor I	\$220
Principal Engineer I	\$220	Principal Surveyor II	\$240
Principal Engineer II	\$240	One-Man Survey Crew	\$195
		Two-Man Survey Crew	\$280
		Three-Man Survey Crew	\$360
		One-Man Survey Crew (Prevailing Wage)	\$220
		Two-Man Survey Crew (Prevailing Wage)	\$335
		Three-Man Survey Crew (Prevailing Wage)	\$475
General			
Technical/Clerical Support	\$95		
Testimony (Trial or Deposition) .. 2.5 x Hourly Rate			
Special Consultant	\$250		
<i>(Principal with specialized skills in engineering or geomatics)</i>			
Outside Consultant.....	Cost + 10%		
Reimbursable Expenses	Cost + 10%		

* The above billing rates are for straight time (non-overtime) work.

* 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Encompass Consultant Group, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

INS-A.doc

INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Encompass Consultant Group, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Encompass Consultant Group, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PSOMAS**

By This On-Call Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of Psomas (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering and Design services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. The City may require Consultant to perform all or a portion of these services through subsequently issued Task Orders. Task Orders will be in the form of the template described in and attached the Scope of Services. The Services under this Agreement will be provided on an on-call or as needed basis.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Psomas, a corporation of the State of California, located at 865 S. Figueroa Street, Suite 3200, Los Angeles, CA 90017.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$750,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

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

City Designated Representative Name: Abe Anbessaw Title: Engineering Division Manager Phone: 805-890-9916 Email: abebaw.anbessaw@oxnard.org Address: 305 W. 3 rd Street, Oxnard, CA 93030	Consultant Designated Representative Name: Jeff Chess Title: Vice President/Principal/Project Manager Phone: (661) 705-4412 Email: Jeff.Chess@Psomas.com Address: 27200 Tourney Road, Suite 400, Santa Clarita, CA 91355
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¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in

which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the

Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names

or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the

requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [RESERVED]

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the

Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a

copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. ADVERTISING AND PUBLICITY. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

37. NONDISCRIMINATORY EMPLOYMENT. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the

extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the

content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

PSOMAS

☐ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

Jeff Chess, _____ Date
Vice President

Nick Tarditti,⁴ _____ Date
CFO

ATTEST:

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

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Psomas)

SCOPE OF SERVICES

PROJECT MANAGER:

Name: Abe Anbessaw

Phone: 805-890-9916

Email: abebaw.anbessaw@oxnard.org

This requirement involves the provision of professional engineering and design services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The consultant shall be capable of providing engineering services for roadway and structures engineering, surveying, hydrology and hydraulic engineering and development plan check where required. In addition to these general tasks, the consultant shall be capable of producing reports, studies, master plans, conceptual designs, specifications, permitting requirements, and budget estimates on an as needed basis. Along with these, the consultant shall provide the full range of supporting services including preliminary studies, public outreach, renderings, drawings, specifications, estimates, scopes of work and other professional services. Utility coordination and design Services to include but not limited to the following:

SERVICE GROUP CATEGORY 1- ROADWAY AND STRUCTURES ENGINEERING

Road Engineering. Consultant shall provide Road Engineering services, support and expertise including but not limited to the following: roadway design, drainage systems design, utility identification and relocation, independent checks of roadway design and quantities, project budgeting, and finally project scheduling. Consultant's technical and administrative approach should be consistent with appropriate County, State and Federal standards.

Structures Engineering: Consultant shall provide Structures Engineering services, support and expertise including but not limited to the following: bridge, culvert, overcrossing, overpass, drainage systems, retaining wall, or any similar type of structure. In most cases, the structure portion of any project is part of a larger project. On rare occasions, a structure will be a separate project.

Subcategory 1.1 — Pavement

Perform roadway asphalt pavement structural section evaluation, and provide design recommendations for proper application of surface treatment, surface rehabilitation methods as well as full depth reconstruction. These methods may include fog seal, microsurfacing, scrub seal, or asphalt concrete overlay and material testing. Consultant required to submit written reports and recommendations.

Subcategory 1.2 — Structures

Perform structural engineering evaluation and calculations, and provide design recommendations for loading, reinforcement, material type, strength and structures testing. Consultant required to submit written reports and recommendations.

Subcategory 1.3 — Quality Control/Quality Assurance

Perform quality control/quality assurance reviews that conform to the Caltrans ready to list guide procedures. This process may include plan, specification, and estimate (PS&E) comparisons to ensure the PS&E package is biddable and buildable. Consultant is to submit written reports documenting comments and responses to comments. Further coordination may be required on a project by project basis; emphasis will be placed on the current Caltrans standard plans and specifications and "Greenbook" Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction.

SERVICE GROUP CATEGORY 2 — SURVEYING

Surveying task include but are not limited to the following:

Land Surveying: Land surveys or boundary surveys are the function of locating the property boundaries or right of way of project sites. This type of work may also be referred to as property surveys, boundary surveys, or cadastral surveys.

Topographical Surveying: This type of surveying entails locating objects and measuring the relief, three- dimensional variations of the earth's surface and/or other topographical features. Detailed information is obtained pertaining to the elevations as well as to the locations of man-made features or improvements and natural features. Topographical maps are prepared to document the survey. This type survey is also referred to as a preliminary survey. Data may be obtained through traditional field survey, aerial photogrammetry, LiDAR, laser scanning, or other methods.

Control Surveying: Control surveys are those made to establish the horizontal and vertical positions of various points. The points are selected so that they form a net over the project site under consideration so as to provide a convenient method to tie planned improvement placement to these points. Methods used will involve the use of GPS, CORS sites, and differing datum's (NAD27, NAD83, NGVD29, or NAVD88).

Construction Surveying: Construction surveying provides the basis for proper placement of improvements. This type of surveying is needed at all stages of the construction process in an effort to ensure that the final product meets all the design requirements for placement, elevation and alignment.

Monument Preservation: This function of surveying involves research to determine the existence of survey points of record, field investigation to locate monuments of record and not of record, setting of reference points, filing of records with the County of Ventura, resetting survey points to replace those missing or destroyed.

SERVICE GROUP CATEGORY 3 - DRAINAGE, HYDROLOGY, HYDRAULIC ENGINEERING

Drainage, hydrology and hydraulic engineering services may include but not limited to:

- Master Plan of Drainage updates, as well as, the preparation of Capital Improvement Program plans, specifications and bid documents for the design and construction of various street, storm drain, and other facility improvements
- Perform hydraulic, hydrologic, or sediment transport analyses and modeling for the design and maintenance of drainage facilities (pumps, channels, basins, etc.), bridges, culverts, and roadways. Work might involve preparation of the following documents or reports in accordance with the City's Engineering Design Guidelines and/or Caltrans Local Assistance Procedures Manual:
 - Bridge Design Hydraulic Study
 - Location Hydraulic Study
 - Floodplain Evaluation Report Summary
 - Location Hydraulic Study Form
 - Preliminary Hydrologic/Hydraulic Review Summary

SERVICE GROUP CATEGORY 4 — DEVELOPMENT PLAN CHECK

Building plan check tasks include, but are not limited to the following:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans
- structural calculations
- grading plans
- site excavations
- Preparations, erosion control plans
- National Pollution Discharge Elimination System (NPDES) Compliance

Infrastructure improvement plan check tasks include but not limited to:

- plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
 - Streets
 - Sewers
 - Storm drains
 - Water mains
 - Streetlights
 - Landscaping and irrigation
 - Traffic control
 - Signing and striping
 - Traffic signals
 - Roundabouts
 - Hydrology studies
 - Sewer area studies
 - Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking
- Easement and right-of-way documents
- Lot-line adjustments and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030.

Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	<i>Example 1011234-53200-CXXXX</i>
-----------------------------------	------------------------------------

On-Call PSA/GSA 2024

EXHIBIT B
PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Psomas)
SCHEDULE OF COMPENSATION

IN-OFFICE SERVICES

Administrative/Project Administrator	\$100 - \$135
Drafter/Design Drafter	\$130 - \$170
Civil Engineering Designer/Engineer	\$130 - \$170
Surveyor/Project Surveyor/GIS Specialist/Photogrammetrist	\$115 - \$195
Planners/Assistant Planner/Expeditor/Senior Planner	\$125 - \$205
Project Designer/Professional Engineer/Project Engineer	\$160 - \$190
Sr. Project Engineer/Sr. Project Surveyor/Sr. GIS Specialist	\$190 - \$235
Project Management	\$190 - \$275
Principal/Director	\$240 - \$350

SURVEY HOURLY RATES - FIELD SERVICES

One-Person Survey Party	\$250
Two-Person Survey Party	\$385
Three-Person Survey Party	\$485
Field Supervisor	\$208

Hourly rates for field survey parties include normal usage of field equipment and are fully equipped rates. Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

Special Equipment and Other Costs

3D Laser Scanner (Static)	\$300 per day
3D Laser Scanner (Mobile Mapping System)	\$5,000 per day

Standard computer and technology costs are incorporated into the hourly rates shown above.

REIMBURSABLES

Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost. The services of outside consultants will be charged at cost plus fifteen percent.

The above rate schedule is for straight time.



Hourly Rates

Title	2025-2027	2028-2030
Principal	\$225	\$230
Project Manager	\$190	\$200
Project Engineer	\$170	\$180
Designer	\$150	\$160
Drafter	\$125	\$135
Engineering Intern	\$95	\$100
Administrative Support	\$75	\$80

REIMBURSABLE EXPENSES

Use of outside consultants as well as copies, blueprints, computer plots, all forms of shipping including delivery services and couriers, travel (out of area) and all similar charges directly connected with the work will be charged at cost. Mileage will be charged at the current federal mileage reimbursement rate.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Psomas)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

INS-A.doc

INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Psomas)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Psomas)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

RATES AND COSTS EXHIBIT A-1



Client/Address: City of Oxnard
300 West Third Street
Oxnard, CA 93030

Contract/Proposal Date: June 14, 2022

Schedule of Charges

January 1, 2021

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1.....	\$135
Engineer-Scientist-Specialist 2.....	\$165
Engineer-Scientist-Specialist 3.....	\$190
Engineer-Scientist-Specialist 4.....	\$205
Engineer-Scientist-Specialist 5.....	\$220
Engineer-Scientist-Specialist 6.....	\$245
Engineer-Scientist-Specialist 7.....	\$275
Engineer-Scientist-Specialist 8.....	\$295
Engineer-Scientist-Specialist 9.....	\$310
Construction Inspector	\$185
Senior Construction Inspector	\$190
Construction Manager	\$205
Senior Construction Manager	\$230
CAD-Technician	\$130
Senior CAD-Technician	\$145
CAD-Designer	\$160
Senior CAD-Designer	\$175
Project Assistant	\$130
Administrative Assistant	\$110
Aide.....	\$90

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided through June 30, 2023. Rates will be adjusted annually based on mutually agreed upon increases between the City and Kennedy/Jenks Consultants.



Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

56 E. Main Street, Suite 104
Grover Beach, CA 93433
(805) 481-9590
www.yeh-eng.com

**STANDARD FEE SCHEDULE
CALIFORNIA
EFFECTIVE JULY 2022**

Professional Services:

<u>Classification</u>	<u>Rate</u>
Principal	\$ 210/hr
Senior Project Manager, Engineer or Geologist.....	\$ 195/hr
Senior Project Specialist.....	\$ 180/hr
Project Manager, Associate Engineer or Associate Geologist.....	\$ 170/hr
Senior Project Engineer or Geologist	\$ 150/hr
Project Engineer or Geologist.....	\$ 135/hr
Senior Staff Engineer or Geologist	\$ 125/hr
Staff Engineer or Geologist.....	\$ 110/hr
Engineer or Geologist Intern	\$ 70/hr
Resident Construction Engineer.....	\$ 195/hr
Construction Manager.....	\$ 170/hr
Construction Observer.....	\$ 135/hr
Laboratory Supervisor.....	\$ 120/hr
CAD Designer.....	\$ 135/hr
Administrative Assistant.....	\$ 85/hr

Overtime rates for Construction Observation and Office Staff is 1.5 x rates shown.

Laboratory tests are quoted on separate schedule or cost-plus 10 percent for outside laboratory testing when applicable.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Rates do not include prevailing wages for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

Subcontracted services, copying and rented equipment.....	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle	\$ 80/day
Automobile Mileage	\$ 0.55/mile
Hand Auger Kit	\$ 100/day
Slope Inclinator and readout.....	\$ 125/day

Colorado

California

Denver | Colorado Springs | Durango | Glenwood Springs | Grand Junction | Greeley

Grover Beach | Ventura

RATES AND COSTS EXHIBIT

MANAGEMENT	Principal	\$265.00 - \$365.00
	Project Manager	\$145.00 - \$265.00
	QA/QC Manager	\$145.00 - \$265.00
DESIGN	Senior Engineer	\$145.00 - \$265.00
	Associate Engineer	\$105.00 - \$165.00
	Assistant Engineer	\$75.00 - \$115.00
	Senior CAD/Detailer	\$125.00 - \$175.00
	CAD/Detailer	\$75.00 - \$125.00
	Engineering Technician	\$65.00 - \$115.00
ENVIRONMENTAL	Environmental Manager	\$185.00 - \$265.00
	Senior Environmental Planner	\$120.00 - \$185.00
	Associate Environmental Planner	\$95.00 - \$135.00
	Environmental Planner	\$75.00 - \$115.00
PUBLIC OUTREACH	Community Engagement Director	\$165.00 - \$195.00
	Technical Editor	\$105.00 - \$165.00
	Graphic Designer	\$75.00 - \$115.00
RIGHT OF WAY	Right of Way Manager	\$155.00 - \$175.00
	Senior Right of Way Agent / Specialist	\$125.00 - \$155.00
	Right of Way Agent / Specialist	\$115.00 - \$145.00
	Right of Way Administrator / GIS Technician	\$75.00 - \$115.00
SURVEYING	Professional Land Surveyor	\$145.00 - \$225.00
	Office Surveyor	\$75.00 - \$115.00
CONSTRUCTION	Construction Manager	\$145.00 - \$265.00
	Resident Engineer / Structures Representative	\$110.00 - \$175.00
	Office Engineer	\$110.00 - \$175.00
	* Inspector – Day	\$125.00 - \$175.00
	* Inspector – Night / Saturday / OT	\$145.00 - \$195.00
	* Inspector – Sunday / Holiday	\$165.00 - \$225.00

Ordinary supplies and equipment are included in the above hourly rates. The following are considered project-specific items and their cost will be added at the following rates:

Construction Vehicle / Truck	\$80/day
Outside Reproduction	Actual Cost
Permit Fees / Public Notice Advertisements	Actual Cost
Record Search Fees / Mapping Fees / Title Reports	Actual Cost
Room and Equipment Rentals	Actual Cost
Traffic Control	Actual Cost
Utility Potholing	Actual Cost

* Classification subject to California Prevailing Wage

RATES AND COSTS EXHIBIT



2021 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$280
Senior Project/Program Manager.....	255
Project/Program Manager.....	225
Assistant Project/Program Manager.....	185
Senior Project Coordinator.....	155
Project Coordinator.....	125

ENGINEERING

Principal Engineer.....	\$240
Lead Engineer.....	215
Supervising Engineer.....	200
Senior Project Engineer.....	190
Project Engineer.....	170
Associate Engineer.....	155
Assistant Engineer.....	140

SURVEYING

Principal Surveyor.....	\$235
Lead Surveyor.....	225
Senior Survey Project Manager.....	205
Supervising Surveyor.....	200
Senior Project Surveyor.....	180
Project Surveyor.....	160
Senior Land Title Analyst.....	155
Associate Project Surveyor.....	150
Assistant Project Surveyor.....	130
Party Chief (PW).....	155
Chainperson (PW).....	135
One-Person Survey Crew (PW).....	185

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$255
Senior Construction Manager.....	235
Senior Resident Engineer.....	225
Resident Engineer.....	210
Structure Representative.....	195
Construction Manager.....	185
Assistant Resident Engineer.....	175
Sr. Construction Inspector (PW).....	165
Construction Inspector (PW).....	156
Office Administrator.....	105

TECHNICAL SUPPORT

CADD Manager.....	\$175
Supervising Technician.....	145
Senior Technician.....	135
Engineering Technician.....	105

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$160
Management Analyst.....	135
IT Technician.....	120
Graphics/Visualization Specialist.....	100
Administrative Assistant.....	80

GOVERNMENT SERVICES

City Engineer.....	\$215
Deputy City Engineer.....	195
Assistant City Engineer.....	180
Plan Check Engineer.....	175
Permit Engineer.....	150
City Inspector.....	155
Senior City Inspector (PW).....	165
City Inspector (PW).....	156
Principal Stormwater Specialist.....	155
Senior Stormwater Specialist.....	140
Stormwater Specialist.....	125
Stormwater Technician.....	115
Building Official.....	175
Senior Building Inspector.....	150
Building Inspector.....	135
Planning Director.....	185
Senior City Planner.....	165
Assistant Planner.....	145
Senior Grant Writer.....	160
Grant Writer.....	135
Associate Grant Writer.....	105
Assistant Grant Writer.....	85

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

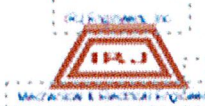
Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.0% starting January 1, 2022.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.

	
IRJ ENGINEERS, INC. 4517 Market Street, Suite 1B, Ventura, CA 93003-7841 (805) 642-2355	
The hourly rate schedule is listed below.	
Principals	\$170.00 per hour
Professional Engineers	\$140.00 per hour
Senior Engineering Designers	\$105.00 per hour
Engineering Designers/CAD Drafters	\$ 90.00 per hour
Clerical Staff	\$ 65.00 per hour

SSG Structural Engineers, LLP

EMPLOYEE HOURLY RATE SHEET

Position	Rate
Principal Structural Engineer	\$190 / hr
Principal Engineer	\$180 / hr
Senior Structural Engineer	\$145 / hr
Structural Engineer	\$135 / hr
Senior Project Engineer	\$125 / hr
Project Engineer	\$115 / hr
Staff Engineer	\$105 / hr
Production (CAD) Operator	\$75 / hr
Production (CAD) Technician	\$65 / hr
Administrative Professional	\$40 / hr
Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost	
(Mileage, Travel, Printing, Shipping, Etc.)	

JMPE

ELECTRICAL ENGINEERING
LIGHTING DESIGN
CA REGISTRATION NO E13083

Schedule of Hourly Rates and Fees

Electrical Engineer, Lighting Designer	\$200.00 per hour
Electrical Designer, Associate	\$160.00 per hour
CAD Drafting	\$100.00 per hour
Clerical	\$80.00 per hour
Specifications	\$90.00 per hour
Cost Estimating	\$120.00 per hour

Blueprints	*
Copies	*
Telephone Calls	*
Faxes	*
Mileage	*
Parking	*
Postage	*

*Included in hourly rate structure

627 OLIVE STREET
SANTA BARBARA CA 93101
(805) 569.9216
maloney@jmpe.net
www.jmpe.net



EXHIBIT A
BILLING RATES EFFECTIVE FEBRUARY 2, 2025

Engineering		Geomatics (Surveying & Mapping)	
Designer	\$125	Surveying Technician	\$125
Senior Designer	\$165	Assistant Surveyor I	\$155
Assistant Engineer I	\$155	Assistant Surveyor II	\$165
Assistant Engineer II	\$165	Associate Surveyor	\$175
Associate Engineer	\$175	Senior Surveyor I	\$190
Senior Engineer I	\$190	Senior Surveyor II	\$205
Senior Engineer II	\$205	Principal Surveyor I	\$220
Principal Engineer I	\$220	Principal Surveyor II	\$240
Principal Engineer II	\$240	One-Man Survey Crew	\$195
		Two-Man Survey Crew	\$280
		Three-Man Survey Crew	\$360
		One-Man Survey Crew (Prevailing Wage)	\$220
		Two-Man Survey Crew (Prevailing Wage)	\$335
		Three-Man Survey Crew (Prevailing Wage)	\$475
General			
Technical/Clerical Support	\$95		
Testimony (Trial or Deposition) .. 2.5 x Hourly Rate			
Special Consultant	\$250		
<i>(Principal with specialized skills in engineering or geomatics)</i>			
Outside Consultant	Cost + 10%		
Reimbursable Expenses	Cost + 10%		

- * The above billing rates are for straight time (non-overtime) work. Overtime and Saturdays will be charged at 150% of the standard hourly rates. Sundays and holidays will be charged at 200% of the standard hourly rates.
- * 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.
- * The above billing rates are subject to change annually for multiple-year contracts in conjunction with labor cost increases.

Cost and Rates Exhibit May 2023

AECOM 2023 RATE SCHEDULE FOR PROFESSIONAL SERVICES Effective October 1, 2022

Engineers, Planners, Architects, Scientists:

Technician	\$	98.00
Engineer I/ Specialist I	\$	120.00
Engineer II/ Specialist II	\$	140.00
Engineer III/ Specialist III	\$	155.00
Engineer IV	\$	165.00
Engineer V	\$	185.00
Engineer VI	\$	205.00
Engineer VII	\$	220.00
Engineer VIII	\$	235.00
Project Manager I/ Senior Engineer I	\$	240.00
Project Manager II/ Senior Engineer II	\$	260.00
Project Manager III/ Senior Engineer III	\$	275.00
Project Manager IV/ Senior Engineer IV	\$	295.00

Construction Administration Personnel:

Resident Project Representative	\$	160.00
Senior Resident Project Representative	\$	190.00
Resident Engineer	\$	230.00
Construction Services Manager	\$	290.00

Technical Support Staff:

Clerical/ General Office	\$	98.00
Administrative Specialist	\$	120.00
Drafter/ CADD Technician	\$	105.00
Assistant CADD Operator	\$	130.00
Designer/ CADD Operator	\$	145.00
Senior Designer/ Design CADD Operator	\$	170.00
Design/ CADD Supervisor	\$	190.00

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction Cost + 5%

Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to any annual change in fee schedule.

2023 AECOM FEES (Eff 10-1-22).docx

AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective July 1, 2023

Engineers, Planners, Architects, Scientists:

Technician		\$ 104.00 per hour
Engineer I	Specialist I	\$ 121.00 per hour
Engineer II	Specialist II	\$ 137.00 per hour
Engineer III	Specialist III	\$ 153.00 per hour
Engineer IV		\$ 165.00 per hour
Engineer V		\$ 180.00 per hour
Engineer VI		\$ 202.00 per hour
Engineer VII		\$ 218.00 per hour
Engineer VIII		\$ 230.00 per hour
Project Manager I	Senior Engineer I	\$ 246.00 per hour
Project Manager II	Senior Engineer II	\$ 263.00 per hour
Project Manager III	Senior Engineer III	\$ 278.00 per hour
Project Manager IV	Senior Engineer IV / Principal I	\$ 289.00 per hour
Principal II		\$ 304.00 per hour

Construction Administration Personnel:

Resident Project Representative	\$ 159.00 per hour
Senior Resident Project Representative	\$ 185.00 per hour
Resident Engineer	\$ 224.00 per hour
Construction Services Manager	\$ 278.00 per hour

Technical Support Staff:

Clerical/ General Office	\$ 103.00 per hour
Administrative Specialist	\$ 118.00 per hour
Drafter CADD Technician	\$ 107.00 per hour
CADD Operator	\$ 130.00 per hour
Designer	\$ 144.00 per hour
Senior Designer	\$ 169.00 per hour
CADD Supervisor	\$ 187.00 per hour

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction

Cost + 5%

Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to any annual change in fee schedule.

2024 AECOM FEES (Eff 07-1-23).docx



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: April 29, 2025
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Multiple Agreements for On-Call Professional Surveying Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional surveying services:

1. Agreement 32500443 Dudek for a total amount not to exceed \$500,000;
2. Agreement 32500444 MNS Engineers, Inc. for a total amount not to exceed \$500,000; and
3. Agreement 32500445 Omni Design, Inc. for a total amount not to exceed \$500,000.

(Public Works and Transportation Committee approved 3-0 on April 8, 2025)

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed, technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills and experience of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. The specific services covered under this request include but are not limited to, general land surveying services, including land title surveys, preparation of plat or maps, field topographic survey, topographic design survey, aerial mapping and photography, research of existing utilities info or base maps, boundary surveys, as-built surveys, construction staking, lot line adjustments, preparation of legal descriptions, and record of survey mapping.

DISCUSSION

On December 4, 2024, the Purchasing Department issued a Request for Proposal (RFP) 25-64 for On-Call Land Surveying Services. The RFP was directly sent to three potential vendors and published on www.PublicPurchase.com as well as the City's Purchasing website. Proposals were due January 9, 2025, and a total of seven proposals were received from the following vendors:

Dudek	Kier & Wright Civil Engineers and Surveyors, Inc.	Omni Design, Inc.
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Encompass Consultant Group, Inc.	MNS Engineers, Inc.	Stantec Consulting Services Inc.
KDM Meridian		

A rating and selection process of the proposals was then performed by a panel that consisted of the Engineering Division Manager, a Senior Construction Project Manager, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City's municipal code. After a thorough review, the panel selected three firms to recommend for Agreement awards, with a determination that these vendors are the highest-ranked proposers based on the scoring criteria listed in the RFP and are consistent with the City's Purchasing Policy.

Following further review by the Purchasing Division, it was determined that these vendors meet all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the three recommended vendors are capable of successfully performing On-Call Professional Services to the City.

Professional services under these agreements will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City. Once the City has received all proposals, they will review each and make a selection of the firm based on factors that include price, experience, methods, and schedule.

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 each agreement shall not exceed \$500,000, respectively, over five years if all extension options are fully executed. Due to the varying amounts of surveying services required year-to-year, it is difficult to go by historical data for calculating the future need of the on-call agreements. However, based on the anticipated CIP project volume over the next five years, the dollar amount of these agreements should sufficiently cover the level of surveying services needed. Funding for individual tasks will be sourced from projects identified in the City Council approved CIP or on rare occasions for City Divisions with non-CIP project requirements (e.g. Facilities division making minor office improvements). The respective Project Manager will ensure sufficient funding is available in the approved budget for related tasks prior to initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 8, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500443 - Dudek
2. Agreement 32500444 - MNS Engineers, Inc
3. Agreement 32500445 - Omni Design, Inc

4. Prior Agreements Rate Sheets - Land Surveying Services

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND DUDEK**

By This On-Call Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of Dudek (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Land Surveying Services to assist the City with surveying including, but not limited to, field surveys of boundaries, topographic survey and mapping, property descriptions, easement plats and right-of-way maps, record of survey, and perform other various types of surveying tasks on all types of engineering design and construction projects within the City.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City’s Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Dudek, a corporation of the State of California, located at 603 Third Street, Encinitas, CA 92024.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

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

City Designated Representative Name: Petros Gazazyan Title: Construction Project Manager Phone: (805) 509-9110 Email: petros.gazazyan@oxnard.org Address: 305 W. 3 rd Street, Oxnard, CA 93030, 2 nd floor	Consultant Designated Representative Name: Steven Hochart Title: Practice Director/Principal in Charge Phone: (805) 202-0022 Email: shochart@dudek.com Address: 605 Third Street, Encinitas, CA 92024
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¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City

appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant

shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future

affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [RESERVED]

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No

Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

- 36. ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 37. NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
- 38. COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
- 39. WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.
- 40. FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 41. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 42. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

- 43. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 44. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
- 46. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 47. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.
- 48. CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

DUDEK

☐ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

Joseph Monaco,
President and CEO _____ Date

Helder Guimaraes,⁴ _____ Date
CFO

ATTEST:

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

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Dudek)

SCOPE OF SERVICES

PROJECT MANAGER:

Petros Gazazyan
(805) 509-9110
petros.gazazyan@oxnard.org

Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

The Consultant shall ensure the tasks outlined herein are performed by consultants' own responsible representative or designated alternate. The requirements described in this Section are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives.

Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in performance of any services or tasks listed herein in achieving the most effective and efficient design and product. The specific methodology by which the work will be accomplished shall be presented in the proposal. The Consultant is expected to expand on this scope in their proposal by incorporating specific areas of expertise and any other tasks required for a specific project and/or proposal requested. The Consultant's proposal may include additional work, shown separately in the fee proposal as alternate options, if in the Consultant's opinion such requirements are reasonable and necessary to meet the intent of this RFP.

The successful Consultant shall, at a minimum, provide all instruments, equipment, tools, personnel, and supervision required to provide the land surveying services as generally described, but not limited, as follows:

Land Surveying Scope of Services

1. ALTA (American Land Title Association) Survey for Land Title Surveys includes:
 - The on-site fieldwork required (Monuments, Rights of Way and Access, Lines of Possession and Improvements along the Boundaries, Buildings, Easements and Servitudes, Cemeteries, and Water Features).
 - The preparation of a plat or map (Field Locations, Boundary, Descriptions,

Dimensions, and Closures, Easements, Servitudes, Rights of Way, Access, Documents, and Presentation) showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor for Records Research.

- Any other information mentioned and defined in the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021).
2. Field Topographic Survey to locate all surface features of a property, and depict all natural features and elevations including (but not limited to):
 - Boundary lines, Buildings and Structures, Street Furniture, Trees, bushes, and vegetation, water channels, Ground heights and contours Drainage features, Water levels, and Utility Poles, etc.
 3. Topographic Design Survey of the Field Surveys mentioned.
 4. Aerial Mapping and Photography:
 - Orthophoto/Orthomosaic
 - DEM (Digital Elevation Model)
 - 3-D Color Point Cloud
 - 3-D Simplified Texture Mesh
 - Contour Lines
 5. Research of Existing Utilities Information or Base Maps using the following:
 - California Energy Commission (CEC)
 - Ventura County Public Works Agency (PWA)
 - SoCalGas
 - City of Oxnard (per request)
 6. Boundary Surveys
Consultant to perform a Boundary Survey to determine:
 - Easements for utilities such as water, sewer drainage ways and power lines
 - Encroachments to driveways, fences to boundary lines.
 7. As-Built Surveys
 8. Construction Staking
 9. LAFCO (Local Agency Formation Commission) Mapping/ Descriptions
 10. Lot Line Adjustments/ Lot Mergers
 11. Preparation of Legal Descriptions

12. Record of Survey Mapping/ Corner Records

The scope of work is further expanded to include the following specific tasks as described:

- a. Establish horizontal control based on record data.
- b. Establish vertical control based on City of Oxnard County benchmarks.
- c. Perform and provide field topographic, cross-section, survey points, and base maps for engineering design purposes.
- d. Obtain record maps and centerline information from the County of Ventura.
- e. Reduce field data and prepare a topographic map with one (1) foot contour intervals.
- f. Plot the location of centerline and right-of-way based on record maps and assessor's maps.
- g. Research and plot utilities within the survey area.

All work shall be performed under the direction of a Registered Land Surveyor, in accordance with the Professional Land Surveyors Act ('PLSA'), Chapter 15, Article 3, Section 8276 and/or a licensed engineer authorized to perform Land Surveying registered with the State of California under Section 8731 of the PLSA. The surveyor shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Oxnard.

Services for each contract will be provided on a negotiated fee basis per each work order or specific project request. No minimum amount of work is guaranteed under these agreements. Compensation will be based on a not-to-exceed limit agreed upon by both Consultant and City before work begins.

Submittals required from the surveyor may vary depending on a specific project or request. The surveyor shall be responsible for submittal of, but not limited, to following items described:

- a. Unedited files;
- b. Converted/ edited files;
- c. Traverses and other adjustments;
- d. ASCII format (electronic) files;
- e. Topographic base maps;
- f. Survey maps; and
- g. Cut sheets

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	<i>Example 1011234-53200-CXXXX</i>
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On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Dudek)

SCHEDULE OF COMPENSATION

Engineering Services		Hydrogeology/HazWaste Services	
Project Director	\$355.00/hr	Project Director	\$345.00/hr
Principal Engineer III	\$330.00/hr	Principal Hydrogeologist/Engineer III	\$320.00/hr
Principal Engineer II	\$315.00/hr	Principal Hydrogeologist/Engineer II	\$310.00/hr
Principal Engineer I	\$300.00/hr	Principal Hydrogeologist/Engineer I	\$300.00/hr
Program Manager	\$290.00/hr	Senior Hydrogeologist V/Engineer V	\$275.00/hr
Senior Project Manager	\$290.00/hr	Senior Hydrogeologist IV/Engineer IV	\$265.00/hr
Project Manager	\$275.00/hr	Senior Hydrogeologist III/Engineer III	\$255.00/hr
Senior Engineer III	\$270.00/hr	Senior Hydrogeologist II/Engineer II	\$245.00/hr
Senior Engineer II	\$260.00/hr	Senior Hydrogeologist I/Engineer I	\$235.00/hr
Senior Engineer I	\$255.00/hr	Project Hydrogeologist V/Engineer V	\$225.00/hr
Project Engineer IV/Technician IV	\$245.00/hr	Project Hydrogeologist IV/Engineer IV	\$215.00/hr
Project Engineer III/Technician III	\$235.00/hr	Project Hydrogeologist III/Engineer III	\$205.00/hr
Project Engineer II/Technician II	\$220.00/hr	Project Hydrogeologist II/Engineer II	\$195.00/hr
Project Engineer I/Technician I	\$200.00/hr	Project Hydrogeologist I/Engineer I	\$185.00/hr
3D Production Manager	\$235.00/hr	Hydrogeologist/Engineering Assistant	\$150.00/hr
Senior Designer II	\$220.00/hr	HazMat Field Technician	\$135.00/hr
Senior Designer I	\$215.00/hr		
Designer	\$210.00/hr	District Management & Operations	
Assistant Designer	\$205.00/hr	District General Manager	\$225.00/hr
CADD Operator III	\$200.00/hr	District Engineer	\$215.00/hr
CADD Operator II	\$190.00/hr	Operations Manager	\$165.00/hr
CADD Operator I	\$175.00/hr	District Secretary/Accountant	\$150.00/hr
CADD Drafter	\$160.00/hr	Collections System Manager	\$150.00/hr
CADD Technician	\$145.00/hr	Grade V Operator	\$140.00/hr
Project Coordinator	\$170.00/hr	Grade IV Operator	\$125.00/hr
Engineering Assistant	\$145.00/hr	Grade III Operator	\$115.00/hr
		Grade II Operator	\$95.00/hr
		Grade I Operator	\$90.00/hr
		Operator in Training	\$80.00/hr
		Collection Maintenance Worker	\$85.00/hr
Environmental Services		Project Delivery Services	
Senior Project Director	\$350.00/hr	Technology Specialist II	\$245.00/hr
Project Director	\$300.00/hr	Technology Specialist I	\$190.00/hr
Senior Specialist V	\$275.00/hr	GIS Analyst V	\$220.00/hr
Senior Specialist IV	\$265.00/hr	GIS Analyst IV	\$200.00/hr
Senior Specialist III	\$250.00/hr	GIS Analyst III	\$165.00/hr
Senior Specialist II	\$235.00/hr	GIS Analyst II	\$145.00/hr
Senior Specialist I	\$220.00/hr	GIS Analyst I	\$130.00/hr
Specialist V	\$210.00/hr	Creative Services IV	\$185.00/hr
Specialist IV	\$195.00/hr	Creative Services III	\$160.00/hr
Specialist III	\$185.00/hr	Creative Services II	\$145.00/hr
Specialist II	\$175.00/hr	Creative Services I	\$130.00/hr
Specialist I	\$165.00/hr	Technical Editor IV	\$185.00/hr
Analyst V	\$155.00/hr	Technical Editor III	\$160.00/hr
Analyst IV	\$145.00/hr	Technical Editor II	\$145.00/hr
Analyst III	\$135.00/hr	Technical Editor I	\$130.00/hr
Analyst II	\$125.00/hr	Publications Specialist IV	\$135.00/hr
Analyst I	\$105.00/hr	Publications Specialist III	\$125.00/hr
Technician IV	\$100.00/hr	Publications Specialist II	\$115.00/hr
Technician III	\$90.00/hr	Publications Specialist I	\$105.00/hr
Technician II	\$80.00/hr	Clerical Administration	\$100.00/hr
Technician I	\$70.00/hr		
Project Coordinator II	\$170.00/hr		
Project Coordinator I	\$135.00/hr		
Mapping and Surveying Services		Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates. Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate. Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost. Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost	
UAS Pilot	\$165.00/hr		
Survey Lead	\$260.00/hr		
Survey Manager	\$220.00/hr		
Survey Crew Chief	\$185.00/hr		
Survey Rod Person	\$145.00/hr		
Survey Mapping Technician	\$135.00/hr		
Construction Management Services			
Principal Manager	\$215.00/hr		
Senior Construction Manager	\$195.00/hr		
Senior Project Manager	\$190.00/hr		
Construction Manager	\$185.00/hr		
Project Manager/Construction Management	\$175.00/hr		
Resident Engineer	\$175.00/hr		
Construction Engineer	\$175.00/hr		
On-site Owner's Representative	\$160.00/hr		
Prevailing Wage Inspector	\$160.00/hr		
Construction Inspector	\$150.00/hr		
Administrator/Labor Compliance	\$125.00/hr		

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Dudek)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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ACORD CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE			COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED			COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
			COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 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			

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")					
			SUBMIT IN DUPLICATE		
			ENDORSEMENT NO.		ISSUE DATE (MM/DD/YY)
PRODUCER			POLICY INFORMATION:		
Telephone: 			Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to, coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED			APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:		
			CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE			OTHER PROVISIONS		
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (_____) _____		
LIMIT OF LIABILITY					
\$ _____ per accident, for bodily injury and property damage.					
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:					
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.					
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.					
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.					
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.					
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.					
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:					
a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or					
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).					
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER					
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			AUTHORIZED REPRESENTATIVE		
			☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____		

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Dudek)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Dudek)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.
8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.
10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement,

Agreement No. 32500443

including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND MNS ENGINEERS, INC.**

By This On-Call Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of MNS Engineers, Inc. (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Land Surveying Services to assist the City with surveying including, but not limited to, field surveys of boundaries, topographic survey and mapping, property descriptions, easement plats and right-of-way maps, record of survey, and perform other various types of surveying tasks on all types of engineering design and construction projects within the City.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City’s Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

MNS Engineers, Inc., a corporation of the State of California, located at 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

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

City Designated Representative Name: Petros Gazazyan Title: Construction Project Manager Phone: (805) 509-9110 Email: petros.gazazyan@oxnard.org Address: 305 W. 3 rd Street, Oxnard, CA 93030, 2 nd floor	Consultant Designated Representative Name: Chris Vandrey Title: Project/Contract Manager and Principal Surveyor Phone: (805) 722-2179 Email: cvandrey@mnsengineers.com Address: 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103
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¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City

appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant

shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future

affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to “Exhibit E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [RESERVED]

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making

a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

33. CARE OF WORK. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

34. REPORTS. Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.

35. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

- 36. ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 37. NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
- 38. COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
- 39. WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.
- 40. FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 41. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 42. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

- 43. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 44. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
- 46. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 47. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.
- 48. CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

MNS ENGINEERS, INC.

☐ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

Jeffrey Edwards, _____ Date
Vice President

Miranda Patton,⁴ _____ Date
Secretary

ATTEST:

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

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or

- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and MNS Engineers, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:

Petros Gazazyan
(805) 509-9110
petros.gazazyan@oxnard.org

Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

The Consultant shall ensure the tasks outlined herein are performed by consultants' own responsible representative or designated alternate. The requirements described in this Section are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives.

Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in performance of any services or tasks listed herein in achieving the most effective and efficient design and product. The specific methodology by which the work will be accomplished shall be presented in the proposal. The Consultant is expected to expand on this scope in their proposal by incorporating specific areas of expertise and any other tasks required for a specific project and/or proposal requested. The Consultant's proposal may include additional work, shown separately in the fee proposal as alternate options, if in the Consultant's opinion such requirements are reasonable and necessary to meet the intent of this RFP.

The successful Consultant shall, at a minimum, provide all instruments, equipment, tools, personnel, and supervision required to provide the land surveying services as generally described, but not limited, as follows:

Land Surveying Scope of Services

1. ALTA (American Land Title Association) Survey for Land Title Surveys includes:
 - The on-site fieldwork required (Monuments, Rights of Way and Access, Lines of Possession and Improvements along the Boundaries, Buildings, Easements and Servitudes, Cemeteries, and Water Features).
 - The preparation of a plat or map (Field Locations, Boundary, Descriptions,

Dimensions, and Closures, Easements, Servitudes, Rights of Way, Access, Documents, and Presentation) showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor for Records Research.

- Any other information mentioned and defined in the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021).
2. Field Topographic Survey to locate all surface features of a property, and depict all natural features and elevations including (but not limited to):
 - Boundary lines, Buildings and Structures, Street Furniture, Trees, bushes, and vegetation, water channels, Ground heights and contours Drainage features, Water levels, and Utility Poles, etc.
 3. Topographic Design Survey of the Field Surveys mentioned.
 4. Aerial Mapping and Photography:
 - Orthophoto/Orthomosaic
 - DEM (Digital Elevation Model)
 - 3-D Color Point Cloud
 - 3-D Simplified Texture Mesh
 - Contour Lines
 5. Research of Existing Utilities Information or Base Maps using the following:
 - California Energy Commission (CEC)
 - Ventura County Public Works Agency (PWA)
 - SoCalGas
 - City of Oxnard (per request)
 6. Boundary Surveys
Consultant to perform a Boundary Survey to determine:
 - Easements for utilities such as water, sewer drainage ways and power lines
 - Encroachments to driveways, fences to boundary lines.
 7. As-Built Surveys
 8. Construction Staking
 9. LAFCO (Local Agency Formation Commission) Mapping/ Descriptions
 10. Lot Line Adjustments/ Lot Mergers
 11. Preparation of Legal Descriptions

12. Record of Survey Mapping/ Corner Records

The scope of work is further expanded to include the following specific tasks as described:

- a. Establish horizontal control based on record data.
- b. Establish vertical control based on City of Oxnard County benchmarks.
- c. Perform and provide field topographic, cross-section, survey points, and base maps for engineering design purposes.
- d. Obtain record maps and centerline information from the County of Ventura.
- e. Reduce field data and prepare a topographic map with one (1) foot contour intervals.
- f. Plot the location of centerline and right-of-way based on record maps and assessor's maps.
- g. Research and plot utilities within the survey area.

All work shall be performed under the direction of a Registered Land Surveyor, in accordance with the Professional Land Surveyors Act ('PLSA'), Chapter 15, Article 3, Section 8276 and/or a licensed engineer authorized to perform Land Surveying registered with the State of California under Section 8731 of the PLSA. The surveyor shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Oxnard.

Services for each contract will be provided on a negotiated fee basis per each work order or specific project request. No minimum amount of work is guaranteed under these agreements. Compensation will be based on a not-to-exceed limit agreed upon by both Consultant and City before work begins.

Submittals required from the surveyor may vary depending on a specific project or request. The surveyor shall be responsible for submittal of, but not limited, to following items described:

- a. Unedited files;
- b. Converted/ edited files;
- c. Traverses and other adjustments;
- d. ASCII format (electronic) files;
- e. Topographic base maps;
- f. Survey maps; and
- g. Cut sheets

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	<i>Example 1011234-53200-CXXXX</i>
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On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and MNS Engineers, Inc.)

SCHEDULE OF COMPENSATION

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	\$360
Senior Project/Program Manager.....	340
Project/Program Manager	290
Assistant Project/Program Manager	270
Senior Project Coordinator	205
Project Coordinator	175

ENGINEERING

Principal Engineer	\$320
Lead Engineer	285
Supervising Engineer	270
Senior Project Engineer	250
Project Engineer.....	220
Associate Engineer	200
Assistant Engineer.....	185

SURVEYING

Principal Surveyor	\$295
Lead Surveyor	285
Supervising Surveyor	242
Senior Project Surveyor	220
Project Surveyor.....	195
Associate Project Surveyor.....	185
Assistant Project Surveyor	170
Party Chief (PW).....	200
Chainperson (PW)	170
One-Person Survey Crew (PW).....	235

TECHNICAL SUPPORT

CADD Manager	\$220
Supervising Technician	190
Senior Technician	180
Engineering Technician	135

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$350
Senior Construction Manager.....	305
Senior Resident Engineer.....	280
Resident Engineer	265
Structure Representative.....	265
Construction Manager	245
Assistant Resident Engineer.....	225
Sr. Construction Inspector (PW)	195
Construction Inspector (PW)	185
Office Administrator.....	140

PLANNING

Planning Director	\$250
City Planner/Planning Manager.....	230
Principal Planner.....	215
Senior Planner	200
Associate Planner	170
Assistant Planner	140
Planning Technician	120

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$205
Management Analyst.....	175
IT Technician.....	160
Graphics/Visualization Specialist.....	170
Administrative Assistant.....	110

GOVERNMENT SERVICES

City Engineer	\$280
Deputy City Engineer.....	250
Assistant City Engineer.....	235
Plan Check Engineer.....	195
Permit Engineer.....	185
City Inspector	175
Senior City Inspector (PW)	195
City Inspector (PW).....	185
Principal Stormwater Specialist.....	200
Senior Stormwater Specialist.....	190
Stormwater Specialist	180
Stormwater Technician	160
Building Official.....	265
Senior Building Inspector.....	210
Building Inspector	185
Senior Grant Writer.....	200
Grant Writer.....	190
Associate Grant Writer	170
Assistant Grant Writer	150

DIRECT EXPENSES Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost. Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

OVERTIME Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and MNS Engineers, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	\$1,000,000
					PRODUCTS COMP/OP AGG.	\$1,000,000
					PERSONAL & ADV. INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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 46250-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

Rev. 1/23

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE ENDORSEMENT NO. ISSUE DATE (MM/DD/YY)	
PRODUCER Telephone: NAMED INSURED		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to, coverage. ☐ Per Occurrence ☐ Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and MNS Engineers, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and MNS Engineers, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.
8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.
10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement,

Agreement No. 32500444

including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND OMNI DESIGN, INC.**

By This On-Call Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of Omni Design, Inc. (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Land Surveying Services to assist the City with surveying including, but not limited to, field surveys of boundaries, topographic survey and mapping, property descriptions, easement plats and right-of-way maps, record of survey, and perform other various types of surveying tasks on all types of engineering design and construction projects within the City.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City’s Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Omni Design, Inc., a corporation of the State of Delaware, with an office located at 1326 Chorro Street, San Luis Obispo, CA 93401.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

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

City Designated Representative Name: Petros Gazazyan Title: Construction Project Manager Phone: (805) 509-9110 Email: petros.gazazyan@oxnard.org Address: 305 W. 3 rd Street, Oxnard, CA 93030, 2 nd floor	Consultant Designated Representative Name: Juan Pablo Cal y Mayor Title: CEO and Secretary Phone: (805) 544-9700 Email: jcalymayor@omnidesign.us Address: 1326 Chorro Street, San Luis Obispo, CA 93401
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¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED].

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and

- (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
- (3) Has carefully considered how the services and related work should be performed; and
- (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for

Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys'

fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall,

before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to "Exhibit E" attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. [RESERVED]

28. SUBCONTRACTING. If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this

Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

- 32. ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant 's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant 's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.
- 33. CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.
- 34. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
- 35. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 36. ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 37. NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin,

ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44.NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45.AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46.EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47.INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48.CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49.ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

OMNI DESIGN, INC.

☐ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates, Purchasing Manager³

David Marchell, CEO _____ Date

Juan Pablo Cal y Mayor,⁴ _____ Date
Secretary

ATTEST:

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

APPROVED AS TO FORM:

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

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or

- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Omni Design, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:

Petros Gazazyan
(805) 509-9110
petros.gazazyan@oxnard.org

Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

The Consultant shall ensure the tasks outlined herein are performed by consultants' own responsible representative or designated alternate. The requirements described in this Section are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives.

Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in performance of any services or tasks listed herein in achieving the most effective and efficient design and product. The specific methodology by which the work will be accomplished shall be presented in the proposal. The Consultant is expected to expand on this scope in their proposal by incorporating specific areas of expertise and any other tasks required for a specific project and/or proposal requested. The Consultant's proposal may include additional work, shown separately in the fee proposal as alternate options, if in the Consultant's opinion such requirements are reasonable and necessary to meet the intent of this RFP.

The successful Consultant shall, at a minimum, provide all instruments, equipment, tools, personnel, and supervision required to provide the land surveying services as generally described, but not limited, as follows:

Land Surveying Scope of Services

1. ALTA (American Land Title Association) Survey for Land Title Surveys includes:
 - The on-site fieldwork required (Monuments, Rights of Way and Access, Lines of Possession and Improvements along the Boundaries, Buildings, Easements and Servitudes, Cemeteries, and Water Features).
 - The preparation of a plat or map (Field Locations, Boundary, Descriptions, Dimensions, and Closures, Easements, Servitudes, Rights of Way, Access,

Documents, and Presentation) showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor for Records Research.

- Any other information mentioned and defined in the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021).
2. Field Topographic Survey to locate all surface features of a property, and depict all natural features and elevations including (but not limited to):
 - Boundary lines, Buildings and Structures, Street Furniture, Trees, bushes, and vegetation, water channels, Ground heights and contours Drainage features, Water levels, and Utility Poles, etc.
 3. Topographic Design Survey of the Field Surveys mentioned.
 4. Aerial Mapping and Photography:
 - Orthophoto/Orthomosaic
 - DEM (Digital Elevation Model)
 - 3-D Color Point Cloud
 - 3-D Simplified Texture Mesh
 - Contour Lines
 5. Research of Existing Utilities Information or Base Maps using the following:
 - California Energy Commission (CEC)
 - Ventura County Public Works Agency (PWA)
 - SoCalGas
 - City of Oxnard (per request)
 6. Boundary Surveys
Consultant to perform a Boundary Survey to determine:
 - Easements for utilities such as water, sewer drainage ways and power lines
 - Encroachments to driveways, fences to boundary lines.
 7. As-Built Surveys
 8. Construction Staking
 9. LAFCO (Local Agency Formation Commission) Mapping/ Descriptions
 10. Lot Line Adjustments/ Lot Mergers
 11. Preparation of Legal Descriptions

12. Record of Survey Mapping/ Corner Records

The scope of work is further expanded to include the following specific tasks as described:

- a. Establish horizontal control based on record data.
- b. Establish vertical control based on City of Oxnard County benchmarks.
- c. Perform and provide field topographic, cross-section, survey points, and base maps for engineering design purposes.
- d. Obtain record maps and centerline information from the County of Ventura.
- e. Reduce field data and prepare a topographic map with one (1) foot contour intervals.
- f. Plot the location of centerline and right-of-way based on record maps and assessor's maps.
- g. Research and plot utilities within the survey area.

All work shall be performed under the direction of a Registered Land Surveyor, in accordance with the Professional Land Surveyors Act ('PLSA'), Chapter 15, Article 3, Section 8276 and/or a licensed engineer authorized to perform Land Surveying registered with the State of California under Section 8731 of the PLSA. The surveyor shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Oxnard.

Services for each contract will be provided on a negotiated fee basis per each work order or specific project request. No minimum amount of work is guaranteed under these agreements. Compensation will be based on a not-to-exceed limit agreed upon by both Consultant and City before work begins.

Submittals required from the surveyor may vary depending on a specific project or request. The surveyor shall be responsible for submittal of, but not limited, to following items described:

- a. Unedited files;
- b. Converted/ edited files;
- c. Traverses and other adjustments;
- d. ASCII format (electronic) files;
- e. Topographic base maps;
- f. Survey maps; and
- g. Cut sheets

City of Oxnard

Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	<i>Example 1011234-53200-CXXXX</i>
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On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Omni Design, Inc.)

SCHEDULE OF COMPENSATION

PROFESSIONAL & ADMINISTRATIVE SERVICES	PER HOUR
Principal Architect/Engineer/Surveyor	\$220
Project Manager Engineering	\$189
Project Manager Architecture/Surveyor	\$178
Architect/Engineer/Surveyor Level III	\$140
Architect/Engineer/Surveyor Level II	\$130
Architect/Engineer/Surveyor Level I	\$120
Clerical	\$85
Expert Witness/Court Appearances	\$300
CAD	
Draftsman	\$120
FIELD/SITE SERVICES	
QSP Storm Water Inspection	\$170
Field Monitoring Services	\$170
1-Person GPS/Robot/Field Survey Crew	\$160
2-Person Survey/GPS/Field Survey Crew	\$240
2-Person Prevailing Wage Survey/GPS/Field Survey Crew	\$375
- Minimum field survey time shall be four (4) hours. - Standard Mileage rate is .75 per business mile.	
PRINTING CHARGES/UNIT COST EACH	
24X36 Bond Plots-\$5.00, 30x42 Bond Plots-\$7.50, 8.5x11 Copies-\$0.25, 11x17 Copies-\$0.50, Mylar Plot-\$10.00	

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Omni Design, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE	SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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 46250-4299 US		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

INS-A.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")					
		SUBMIT IN DUPLICATE			
		ENDORSEMENT NO.		ISSUE DATE (MM/DD/YYYY)	
PRODUCER		POLICY INFORMATION:			
		Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits In Addition to Limits			
Telephone:		☒ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to, coverage. ☐ Per Occurrence ☐ Per Claim (which)			
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:			
		CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE		OTHER PROVISIONS			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER					
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____			
\$_____ per accident, for bodily injury and property damage.					
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:					
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).					
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.					
ENDORSEMENT HOLDER					
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed			

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Omni Design, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Omni Design, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.
8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.
10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.



EXHIBIT A
BILLING RATES EFFECTIVE FEBRUARY 2, 2025

Engineering		Geomatics (Surveying & Mapping)	
Designer	\$125	Surveying Technician	\$125
Senior Designer	\$165	Assistant Surveyor I	\$155
Assistant Engineer I	\$155	Assistant Surveyor II	\$165
Assistant Engineer II	\$165	Associate Surveyor	\$175
Associate Engineer	\$175	Senior Surveyor I	\$190
Senior Engineer I	\$190	Senior Surveyor II	\$205
Senior Engineer II	\$205	Principal Surveyor I	\$220
Principal Engineer I	\$220	Principal Surveyor II	\$240
Principal Engineer II	\$240	One-Man Survey Crew	\$195
		Two-Man Survey Crew	\$280
		Three-Man Survey Crew	\$360
		One-Man Survey Crew (Prevailing Wage)	\$220
		Two-Man Survey Crew (Prevailing Wage)	\$335
		Three-Man Survey Crew (Prevailing Wage)	\$475
General			
Technical/Clerical Support	\$95		
Testimony (Trial or Deposition) .. 2.5 x Hourly Rate			
Special Consultant	\$250		
<i>(Principal with specialized skills in engineering or geomatics)</i>			
Outside Consultant	Cost + 10%		
Reimbursable Expenses	Cost + 10%		

- * The above billing rates are for straight time (non-overtime) work. Overtime and Saturdays will be charged at 150% of the standard hourly rates. Sundays and holidays will be charged at 200% of the standard hourly rates.
- * 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.
- * The above billing rates are subject to change annually for multiple-year contracts in conjunction with labor cost increases.

RATES AND COSTS EXHIBIT



HOURLY RATE SCHEDULE

	2021-2022	2022-2023 (3% Inc.)	2023-2024 (3% Inc.)	2024-2025 (3% Inc.)
Principal	269.00	277.00	285.00	294.00
Principal Engineer	244.00	251.00	259.00	267.00
Senior Engineer Manager	225.00	232.00	239.00	246.00
Technical Manager	225.00	232.00	239.00	246.00
Senior Engineer	212.00	218.00	225.00	232.00
Engineer III	198.00	204.00	210.00	216.00
Engineer II	165.00	170.00	175.00	180.00
Engineer I	137.00	141.00	145.00	149.00
Senior Survey Construction Manager	219.00	226.00	233.00	240.00
Senior Land Surveyor	219.00	226.00	233.00	240.00
Project Surveyor III	196.00	202.00	208.00	214.00
Project Surveyor II	158.00	163.00	168.00	173.00
Project Surveyor I	135.00	139.00	143.00	147.00
Survey Coordinator	187.00	193.00	199.00	205.00
Engineering Tech III	178.00	183.00	188.00	194.00
Engineering Tech II	161.00	166.00	171.00	176.00
Engineering Tech I	150.00	155.00	160.00	165.00
Draftsman/Survey Tech III	137.00	141.00	145.00	149.00
Draftsman/Survey Tech II	113.00	116.00	119.00	123.00
Draftsman/Survey Tech I	105.00	108.00	111.00	114.00
3-Man Survey Crew	392.00	404.00	416.00	428.00
2-Man Survey Crew	310.00	319.00	329.00	339.00
1-Man Survey Crew	191.00	197.00	203.00	209.00
Testimony (Trial or Deposition)	524.00	540.00	556.00	573.00
Project Coordinator III	129.00	133.00	137.00	141.00
Project Coordinator II	112.00	115.00	118.00	122.00
Project Coordinator I	98.00	101.00	104.00	107.00
Engineering/Survey Intern	57.00	59.00	61.00	63.00
3D Laser Scanning Crew	382.00	393.00	405.00	417.00



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8

DATE: April 29, 2025

TO: City Council

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

SUBJECT: Public Project Agreement 32500478 with Solar Roofing and Energy Storage for Roof Replacement and Interior Abatement at La Colonia Youth Boxing Gym, Specification No. PW 24-94.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$332,540 in Project funds for the Roof Replacement and Interior Abatement at La Colonia Youth Boxing Gym, 520 E. 1st Street, Specification No. PW 24-94;
2. The Mayor to execute an Agreement with Solar Roofing and Energy Storage in the amount of \$255,800 for the Project and approve a Project contingency amount of \$51,160 (20%) with Solar Roofing and Energy Storage for a total not to exceed value of \$306,960 for the Project; and
3. A Project allocation amount of \$25,580 (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 Project consists of furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to complete roof replacement, repairs, and abatement at the Colonia Youth Boxing Gym located at 520 E 1st St.

The roof has significant issues stemming from age, weather, and deferred maintenance. Significant portions of the roof deck are rotted and have become unsafe to walk on for emergency repairs. Due to leaks in the roof, water has entered the building and created environmental issues throughout.

The building conversion to the Colonia Youth Boxing Gym was completed in 1994 and the roof has never been replaced. A modified bitumen roof of this construction has a useful life expectancy of 10-15 years. This roof is 31 years old and has seen significant deterioration.

The entire roof system requires replacement, which includes: roof decking, insulation, roof membrane, and in some areas roof supporting structure. The existing roof has significant leaks that have had impact on the usability and safety for occupation at the facility. There are areas within the building that have drywall deterioration, mold, and vermin waste, which require removal. This remediation work will be handled during the roof demolition process. With a new roof that does not leak, the commencement of the subsequent capital improvement project for the remodel and restoration of the interior of the Colonia Youth Boxing Gym may commence, bringing back a cherished service to the city's residents.

The work is tentatively scheduled to begin in late May 2025 and continue into late summer 2025 (60 working days), absent any delays for supply chain issues, unforeseen site conditions, or weather. Staff will work closely with the La Colonia Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods

and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

Capital Improvement Program (CIP) Reference:

Project No. **C2306** – Roof Replacement - Various Facilities - CIP 2025-2029 - Adopted June 4, 2024– Page 56.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) for this project was published on February 6, 2025, in the local VIDA Newspaper. Additionally, the NIFB was posted on multiple online platforms, including the City’s website, and distributed directly to 27 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were opened on March 12, 2025 and the City received the following:

Solar Roofing and Energy Storage: \$255,800
AME Roofing: \$489,900
Best Contracting Services, Inc.: \$558,491

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

In addition to the project award amount of \$255,800, Staff recommends authorizing \$76,740 for the project, which includes \$51,160 (20% of the contract cost) for project contingency and \$25,580 for the cost of engineering services and City staff (10% of the contract cost). A higher contingency value is often appropriate when repairing and restoring buildings, without well-documented as-builts, that have unpredictable levels of deterioration. As such, it is likely that unforeseen conditions will be more frequently encountered over the course of the work on the Boxing Gym, and a higher contingency amount of 20% is requested to address these as they come up. 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 \$332,540.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$332,540, which includes the construction agreement, contingency and project allocation. The Roof Replacement - Various Facilities (C2306) has an available project budget balance of approximately \$1,632,600 from the General Fund (101).

The ongoing maintenance cost for this Roof Replacement and Interior Abatement at La Colonia Youth Boxing Gym will have a positive impact to the Public Works Facilities Operating Budget as additional damage due to weather will be eliminated.

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 32500478

**CONSTRUCTION CONTRACT FOR
ROOF REPLACEMENT AND INTERIOR ABATEMENT AT
LA COLONIA YOUTH BOXING GYM
SPECIFICATION NO. PW 24-94**

**BY AND BETWEEN
THE CITY OF OXNARD
AND SOLAR ROOFING AND ENERGY STORAGE, 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 SOLAR ROOFING AND ENERGY STORAGE, INC. (“Contractor”). Contractor’s license number is 1109997. 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 Roof Replacement And Interior Abatement At La Colonia Youth Boxing Gym Project as more fully described in the bid package issued by the City for Specification No. PW 24-94 (the “Project”); and

WHEREAS, on February 6, 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 April 29, 2025, 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; the Public Works Department accepted the Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

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

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

1. RECITALS

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

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

3. CONTRACTOR'S OBLIGATIONS

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

all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

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

4. LICENSES REQUIRED

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

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO HUNDRED FIFTY-FIVE THOUSAND, EIGHT HUNDRED DOLLARS, (\$255,800) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of sixty (60) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and

performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

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

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

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

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

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

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

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

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

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

9. TERMINATION FOR CONTRACTOR'S DEFAULT

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

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

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

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

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

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

10. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.
- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.
- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct; and
 - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
 2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
 3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division

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

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

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of FIVE HUNDRED DOLLARS (\$500) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

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

13. WORKERS' COMPENSATION CERTIFICATION

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

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-E 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 his/her designee(s) shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

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

22. MODIFICATIONS AND AMENDMENTS

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

23. ENTIRE AGREEMENT

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

24. AMBIGUITIES

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

25. NOTICES

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

TO CITY: CITY OF OXNARD, Public Works Dept.
Engineering Division
305 W Third St, East Wing, 3rd Fl
Oxnard, CA 93030
Attn: Project Manager / PW 24-94

TO CONTRACTOR: SOLAR ROOFING AND ENERGY STORAGE, INC.
13223 Black Mountain Road, #1308
San Diego, CA 92129
Attn: David Massey, President

- 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

SOLAR ROOFING AND ENERGY STORAGE, INC.

☐ Luis Mc Arthur, Mayor^a Date
☐ Purchasing Agent

 David Massey ^b Date
 President

 Nicholas Massey Date
 Assistant Treasurer

ATTEST:

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

APPROVED AS TO FORM:

 Stephen M. Fischer Date
 City Attorney (always required)

^a 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.

^b The City requires the following for any contract:

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

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

EXHIBITS

- Exhibit A:** Contractors Bid Proposal.
- Exhibit B:** Form INS-E: Insurance Requirements.
- Exhibit C:** [RESERVED] Iran Contracting Act Certification Form (if applicable)
- Exhibit D:** [RESERVED] Disadvantaged Business Enterprises (DBE) and First Tier Subcontractors Form and Instructions (if applicable)
- Exhibit E:** [RESERVED] Federal Grant Contract Addendum (if applicable)
- Exhibit F:** [RESERVED] Grant Master Agreement (if applicable)
- EXHIBIT G:** Grant of Non-Exclusive Right of Entry Agreement
- Bonds**

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTOR'S BID PROPOSAL

BID SCHEDULE

**ROOF REPLACEMENT & INTERIOR ABATEMENT AT
LA COLONIA YOUTH BOXING GYM
SPECIFICATION NO. PW 24-94**

Bidder's Company Name: Solar Roofing and Energy Storage

To the Honorable Mayor and Members of the City Council:

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

Item No.	Description	Payment Reference	Unit of Measure	Item Total Cost
1.	Mobilization and Demobilization (not to exceed 5% of the Total Bid Price.)	01 00 00	LS	\$ 9000
2.	Roof Removal and Substrate Preparation	02 41 00	LS	\$ 11500
3.	Selective Structure Demolition	02 41 19	LS	\$ 4250
4.	Ladders	05 51 50	LS	\$ 6200
5.	Rough Carpentry	06 10 00	LS	\$ 6400
6.	Wood Roof Deck Repair and Replacement	06 15 16	LS	\$ 12400
7.	Preparation for Re-Roofing	07 01 50	LS	\$ 6500
8.	Thermoplastic Membrane Roofing	07 54 00	LS	\$ 68000
9.	Sheet Metal Flashing and Trim	07 62 00	LS	\$ 14000
10.	Sheet Metal for PVC Roofing	07 62 07	LS	\$ 8000

Item No.	Description	Payment Reference	Unit of Measure	Item Total Cost
11.	Joint Sealants	07 92 00	LS	\$ 3200
12.	Sealants for Roof Replacement	07 92 01	LS	\$ 2450
13.	Wall Vents	08 95 16	LS	\$ 3000
14.	Portland Cement Plaster & Metal Lath	09 24 00	LS	\$ 3600
15.	Gypsum Board	09 29 00	LS	\$ 45000
16.	Exterior Painting	09 91 13	LS	\$ 3800
17.	Ventilation Exhaust Fans	23 34 00	LS	\$ 7450
18.	Common Work Results for Electrical	26 05 00	LS	\$ 1500
19.	Basic Electrical Materials and Methods	26 05 13	LS	\$ 15000
20.	Wiring Devices	26 27 26	LS	\$ 3200
21.	Mold Abatement	02 82 13	LS	\$ 21350
TOTAL BID PRICE:				\$ 255800

TOTAL BID PRICE IN DIGITS: \$ 255,800

TOTAL BID PRICE IN WORDS: Two Hundred Fifty Five thousand eight hundred dollars

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda:

Addendum #:	Date Received:	Addendum #:	Date Received:
#01	<u>02/10/2025</u>	#04	_____
#02	<u>02/12/2025</u>	#05	_____
#03	<u>02/18/2025</u>	#06	_____

Bidder's Company Name: Solar Roofing and Energy Storage

Signature: David Massey Title: Owner
 Print: David Massey Date: 3/10/25

EXHIBIT B - FORM INS-E: INSURANCE REQUIREMENTS
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

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

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
☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
 (Original signature required)

Telephone: () Date Signed

[illegible]

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

NAMED INSURED _____

SAMPLE**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 HOLDERCITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US**AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: (____) _____ Date Signed _____

EXHIBIT C

[RESERVED]

Iran Contracting Act Certification Form

EXHIBIT D

[RESERVED]

**Disadvantaged Business Enterprises and First Tier Subcontractors Form and
Instructions**

EXHIBIT E

Federal Grant Contract Addendum

[RESERVED]

EXHIBIT F

Federal Grant Master Agreement

[RESERVED]

EXHIBIT G

**AGREEMENT MUST BE SIGNED BY AWARDED CONTRACTOR WHEN STAGING IN THE
CITY PROPERTY**

**GRANT OF NON-EXCLUSIVE RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT
BY AND BETWEEN THE CITY OF OXNARD AND
SOLAR ROOFING AND ENERGY STORAGE, INC.**

THIS RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT (the "Agreement"), is made and entered into by and between the City of Oxnard, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as the "Grantor", and SOLAR ROOFING AND ENERGY STORAGE, INC., a California corporation, hereinafter referred to as the "Grantee." Grantor and Grantee are sometimes hereinafter referred to individually as "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Grantor is the owner of certain properties located in the City of Oxnard, Assessor's Parcel Numbers _____, as more particularly described in Attachment A attached hereto and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, Solar Roofing and Energy Storage, Inc. is planning to secure a temporary non-exclusive right of entry on City of Oxnard property; and

WHEREAS, Grantor will procure an agreement with Grantee who will utilize the Subject Property for staging of construction equipment, materials, office trailer, vehicle parking and portable restrooms with overnight security; and

WHEREAS, In light of the benefits of the _____ and in cooperation with _____, the Grantee is requesting the Grantor to permit the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents to enter upon the Subject Properties in order to use the Subject Properties, as well as any restoration thereto, in accordance with this Agreement; and

WHEREAS, the Grantor desires to permit the Grantee to enter upon and use the Subject Properties in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. GRANT OF RIGHT OF ENTRY

The Grantor hereby grants the Grantee a temporary non-exclusive right of entry upon the Subject Properties for the purpose of use for working, lay down and staging areas, including the right to locate construction trailers and construction equipment, storing equipment and materials; on the areas shaded in pink and blue on Attachment "A" attached hereto and made a part hereof, hereinafter referred to as "staging area."

Section 2. GRANTEE'S RESPONSIBILITY

The Grantee shall, at its sole expense, perform, or cause to be performed, all of the services associated with installing, maintaining, operating, repairing, and removing any improvements necessary to make the Subject Properties suitable for safe use of Subject Properties, in a manner causing the least amount of interference with the Subject Properties, including, without limitation, taking reasonable precautions to assure the safety of persons and property on the Subject Properties.

The Grantee shall erect and maintain temporary fencing and gates with a locking device to enclose the areas of use, and shall remove such fencing and gates at the end of the term of this agreement.

The Grantee shall comply with all applicable laws, ordinances, and regulations pertaining to its use. Grantee is required under State and local law to re-stabilize any disturbed locations within the area of use in order to control soil erosion and sediment runoff at the conclusion of the use of the Subject Properties by Grantee.

The Grantee shall restore, replace, or repair, as applicable, any of the Grantor's property damaged or destroyed as a result of the Grantee's right of entry on the Subject Properties during the Term of this Agreement.

Section 3. INDEMNIFICATION

The Grantee shall indemnify, defend, and hold harmless the Grantor, and its respective officers, officials, employees, agents, representatives, and assigns from and against any and all actions, suits, proceedings, claims, demands, losses, costs, expenses, and judgments for any injury or damage of any type claimed that may involve the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents resulting from or arising out of this Agreement, except in the case of Grantor's gross negligence or willful misconduct

Section 4. COMPENSATION [Optional]

~~Monthly Base Rent. During the Initial Term, Grantee shall pay to Grantor as rent for the Subject Properties, the amount of _____ (\$____.00) per month (the "Monthly Base Rent"), for a total amount of _____ (\$____.00) as compensation for the Right of Entry use of Subject Properties. If Grantee extends the term of the Agreement, Grantee will pay Grantor Five hundred dollars (\$____.00) per month and shall continue thereafter per month or for any portion thereof.~~

Section 5. TERM

The Term of this Agreement shall commence on _____, _____ (the "Effective Date") and shall terminate on _____, _____ (the "Expiration Date").

However, if the work is not completed by the Expiration Date the right of entry shall be extended for thirty (30) calendar days after the Expiration Date of this Agreement, then Grantee's right to enter the Subject Properties for the purpose of performing the work shall expire on that date (the "Extended Expiration Date"). A request to postpone the Expiration Date any further than the

Extended Expiration Date shall be accompanied by revised proposed scope of services and shall require the prior written approval of the Grantor.

Section 6. TERMINATION OR SUSPENSION

If Grantee is in violation of the terms and conditions set forth herein, this Agreement may be terminated or suspended provided Grantor provides Grantee with written notice of such violation. Grantee shall have thirty (30) calendar days from the date of receiving said written notice of violation, to cure such violation. In the event Grantee fails to cure the violation within the time prescribed herein, Grantor has the right but not the obligation to terminate this agreement at which point Grantee shall remove all of Grantee's or its contractors equipment materials and fencing, etc. and shall restore the Subject Properties to its original conditions.

Section 7. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 8. NOTICES

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

To the Grantor: City of Oxnard, Public Works Dept.
Engineering Division
305 W Third St, East Wing, 3rd Floor
Oxnard, CA 93030
ATTN: Project Manager / PW 24-94

To the Grantee: Solar Roofing and Energy Storage, Inc.
13223 Black Mountain Road,#1308
San Diego, CA 92129
ATTN: David Massey, President

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

c. The parties to this Agreement may change their notification addresses from time to time upon written notice to one another.

Section 9. INSURANCE

Grantee shall procure and maintain at its own expense at all times during the period covered by this Agreement the following policies of insurance as approved by the City's Risk Manager as set forth in INS-E attached.

Section 10. INTERPRETATION

Any rule of construction which states that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Section 11. WAIVER

a. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective, unless executed in writing and signed by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 12. CAPTIONS AND HEADINGS

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

Section 13. SEVERABILITY

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

Section 14. GOVERNING LAW

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

Section 15. RIGHTS AND REMEDIES

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

Section 16. MUTUAL COOPERATION

The parties hereto agree that they will each cooperate with the other, and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this Agreement, and shall make diligent response to inquiries and requests for information from the other party.

Section 17. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable Court of competent jurisdiction in the County of Ventura, California.

Section 18. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 19. AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

Section 20. COUNTERPARTS

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

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Non-Exclusive Right of Entry and Indemnification Agreement to be executed as of _____, 2025.

GRANTOR

The City of Oxnard

By: _____
Michael L. Wolfe, P.E.
Public Works Director

Approved as to Form

By: _____
Stephen M. Fischer
City Attorney

GRANTEE

SOLAR ROOFING AND ENERGY
STORAGE, INC.

By: _____
David Massey, President

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 Solar Roofing and Energy Storage, Inc., 13223 Black Mountain Road, #1308, San Diego, CA 92129 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ROOF REPLACEMENT AND INTERIOR ABATEMENT AT LA COLONIA YOUTH BOXING GYM, SPECIFICATION NO. PW 24-94.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of **TWO HUNDRED FIFTY-FIVE THOUSAND, EIGHT HUNDRED DOLLARS (\$255,800)**, 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”

**SOLAR ROOFING AND ENERGY
STORAGE, INC.**

Signature

By: _____

By: David Massey
Its: President

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 Solar Roofing and Energy Storage, Inc., 13223 Black Mountain Road, #1308, San Diego, CA 92129 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ROOF REPLACEMENT AND INTERIOR ABATEMENT AT LA COLONIA YOUTH BOXING GYM SPECIFICATION NO. PW 24-94.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of **TWO HUNDRED FIFTY-FIVE THOUSAND, EIGHT HUNDRED DOLLARS (\$255,800)**, 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”

**SOLAR ROOFING AND ENERGY
STORAGE, INC.**

Signature

By: David Massey
Its: President

“Surety”

By: _____

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 COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: April 29, 2025
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Easement Deed (Agreement No. A-8582) and Right of Way Contract (Agreement No. 32500496) Located at 804 Cooper Road, Oxnard (APN: 201-0-132-010).

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute an Easement Deed (Agreement No. A-8582) for APN 201-0-132-010;
2. The Mayor to execute a Right of Way Contract (Agreement No. 32500496) with Oxnard School District to purchase a permanent roadway easement located at 804 Cooper Road, Oxnard, ("Property"), in the amount of \$1,271; and
3. The City Manager to take any additional necessary actions to facilitate the acquisition of the property consistent with the terms of the transaction approved by the City Council.

(This item is categorically exempt from the California Environmental Quality Act pursuant to title 14 of the California Code of Regulations section 15061(b)(3).)

(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 Ramona Preschool Pedestrian Crossing Enhancements is a Capital Improvement project that aims to increase safety for students and parents walking to and from Ramona Preschool. The project includes the installation of sidewalks, curbs, gutters, cross gutters, ADA access ramps, drainage, high-visibility crosswalks, bike lanes, striping, and signage. Due to the close proximity of the project to Ramona Elementary School, a small area of the planned sidewalk and Americans with Disabilities Act (ADA) ramp improvements will take more right-of-way than the City currently has, and thus requires the acquisition of an easement on Oxnard School District property. On June 27, 2023, City staff executed a Task Order for Professional Services with Hamner, Jewell & Associates for right-of-way services to pursue this acquisition.

Capital Improvement Program (CIP) Reference:

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

DISCUSSION

In order to accommodate the needed ADA-related sidewalk and curb ramp improvements, the project requires a 908 square foot permanent right-of-way easement located on the northwest corner of school district property at the intersection of Cooper Road and N Bonita Ave.

Based on an easement valuation conducted by the consulting firm Hamner, Jewell & Associates, City staff extended an offer of \$1,271 to the Oxnard School District for the purchase of a permanent easement adjacent to Ramona Elementary School. On March 19, 2025, the District adopted Resolution No. 24-17, formally authorizing the dedication of the permanent right-of-way easement to the City. The District has since executed a Right-of-Way Contract and Easement Deed.

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 cost for the permanent easement is \$1,271, based on the fair market value waiver valuation conducted by Hamner, Jewell, and Associates, and this amount will be covered by existing project funds: the Ramona Preschool Pedestrian Crossing Enhancements Project C2211 has approximately \$582,000 in available funds, including \$377,000 from the General Fund (101), and \$205,000 from the State & Local Grant Fund (210).

FUNDING SOURCE	AVAILABLE PROJECT BUDGET
General Fund (101)	\$377,000
State & Local Grant fund (210)	\$205,000
TOTAL	\$582,000

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. Easement Deed #A-8582
2. Right of Way Contract Agreement #32500496
3. Appraisal Summary Statement
4. Resolution 24-17

Recording requested by:

Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City of Oxnard
Attn: City Clerk
305 W. Third Street
Oxnard, CA 93030

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No Documentary Transfer
Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

APN: 201-0-132-010

EASEMENT DEED
(To the City of Oxnard)

For valuable consideration, receipt of which is hereby acknowledged,

OXNARD SCHOOL DISTRICT (hereinafter referred to as "Grantor"),

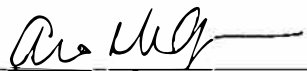
hereby grants to the City of Oxnard, its successors and assigns (hereinafter referred to as "Grantee"),

A Permanent Public Sidewalk and Public Utility Easement for the present and future construction, reconstruction, operation, repair, maintenance of a public sidewalk along with public utilities and appurtenances, including but not limited to curbs, gutters, sidewalks, handicap ramps, drainage, with such accessory parts and structures, as Grantee or its successors in interest, from time to time, deem necessary to install over, upon, under, through, along and across that certain real property situated in the County of Ventura, State of California, legally described in Exhibit "A" and depicted in Exhibit "B", each attached hereto and made a part hereof (the "Easement Area").

The easement granted herein includes the right to construct and maintain a public sidewalk and handicap ramp and the right to plant and maintain vegetation within the Easement Area. Additionally, Grantor does hereby further grant to Grantee, its successors and assigns, the necessary rights of entry to and from the Easement Area for future construction, reconstruction, operations, repair, maintenance, streetscaping or landscaping.

GRANTOR:

Oxnard School District

By: 
Name: DR. ANABOLENIA DEGENNA
Title: SUPERINTENDENT

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Easement Deed dated _____ from Oxnard School District to the City of Oxnard, a municipal corporation and governmental agency, is hereby accepted, and pursuant to City Council Resolution No. 1939, recorded in book 1591, Official Records of Ventura County at page 273 , the City Council consents to recordation thereof by its duly authorized officer.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 20__.

CITY OF OXNARD, a municipal corporation

By _____
Name: Luis Mc Arthur
Title: Mayor

ATTEST:

By _____
Name: Lourdes A. López
Title: City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer,
City Attorney (always required)

Date

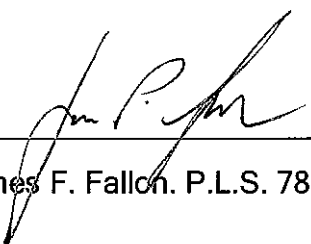
EXHIBIT "A"
LEGAL DESCRIPTION
SIDEWALK EASEMENT

That portion of Parcel A in the City of Oxnard, County of Ventura, State of California, as shown on the Map of Swift Subdivision filed in Book 16, Pages 85 through 86, of Miscellaneous Records (Maps) in the office of the County Recorder of said County, lying northwesterly of the following described line:

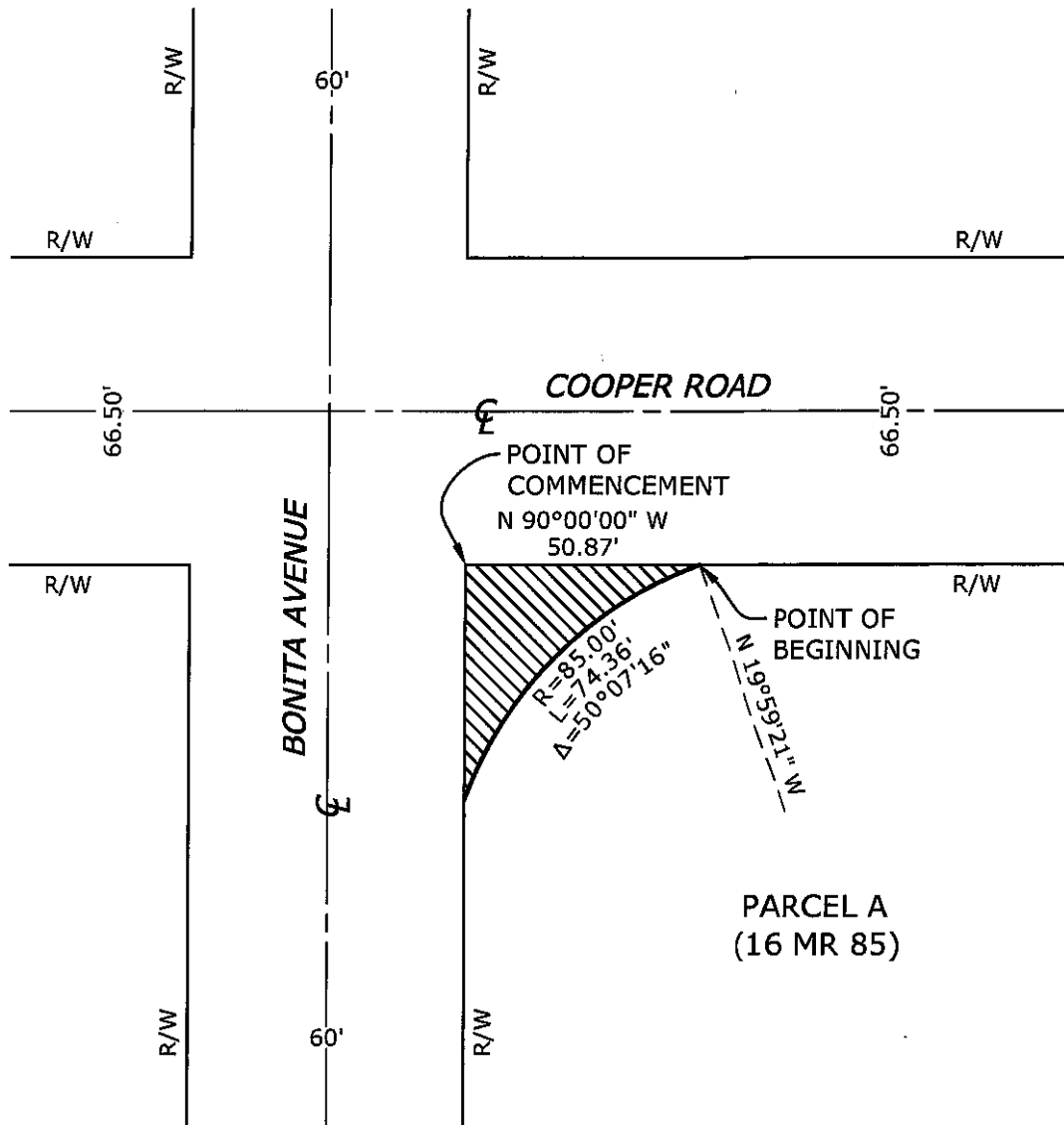
Commencing at the northwest corner of said Parcel A; thence the along north line of said Parcel A, South 90°00'00" East 50.87 feet to the Point of Beginning, said point also being the beginning of a non-tangent curve, concave southeasterly and having a radius of 85.00 feet, a radial line to said point bear bears North 19°59'21" West; thence, leaving said north line along said curve,

Southwesterly through a central angle of 50°07'16" a curve length of 74.36 feet to the west line of said Parcel A.

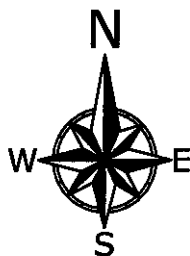
Containing an area of 908 square feet, more or less.


12/19/2023
James F. Fallon. P.L.S. 7807





12/19/23



SCALE: 1"=40'



EASEMENT AREA: 908 SQ. FT. ±

EXHIBIT "B"
SIDEWALK EASEMENT
OXNARD, CA

SHEET 1 OF 1

WO 0658-25 0658-25esmt.dwg

N:\projects\0658\25 Ramona Elem Easement\geo\cad\0658-25ex01_esmt.dwg

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

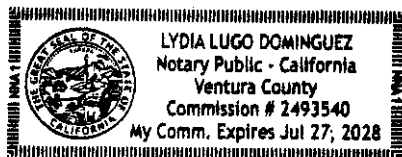
State of California

County of VENTURA

On 03-31-2025 before me, LYDIA LUGO DOMINGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ANABOLENA DEGENNA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EASEMENT DEED

Document Date: UNDATED

Number of Pages: 4

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: ANABOLENA DEGENNA

☒ Corporate Officer – Title(s): SUPERINTENDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: OXNARD SCHOOL DISTRICT

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIGHT OF WAY CONTRACT –SIDEWALK EASEMENT

APN: 201-0-132-010
Owner: Oxnard School District
Project: City of Oxnard—Sidewalk Improvements

THIS CONTRACT ("Contract") covering property located in the City of Oxnard, State of California and identified as Assessor's Parcel Number 201-0-132-010 has been made and entered into by and between Oxnard School District (hereinafter called "Grantor") and City of Oxnard (hereinafter called "City").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. City is to construct certain roadway and sidewalk improvements at the corner of Bonita Avenue and Cooper Road in the City of Oxnard.. To complete these improvements the City requires an easement on the property located at 804 Cooper Road, which is owned by Grantor and is used as the Ramona Elementary School. The improvements to be constructed by City are generally shown on attached Exhibit A. All improvements will be constructed by City at no cost to Grantor.
2. Grantor agrees to execute and provide to City the easement document attached hereto as Exhibit B.
3. City will coordinate with Grantor on schedule and timing of construction activities in and around the area of Ramona Elementary School.
4. The parties to this Contract have herein set forth the whole of their agreement. The performance of this Contract constitutes the entire consideration for the Grantor providing the easement.
5. The City shall pay the Grantor the sum of **\$1,271**. Said sum shall be paid within sixty days of the date of City acceptance and execution of this Contract.
6. This Contract may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.
7. This Contract is subject to and conditioned upon approval by the City of Oxnard and Oxnard School District. This Contract is not binding until executed by the appropriate City and School District official(s) acting in their authorized capacity.
8. This Contract shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Grantor.
9. The parties to this Contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this right of entry.

No Obligation Other Than Those Set Forth Herein Will be Recognized

RIGHT OF WAY CONTRACT –SIDEWALK EASEMENT

GRANTOR:

Oxnard School District

By: 

Date: 03-20-2025

DR. ANABOLEÑA DEGENNA
SUPERINTENDENT

City of Oxnard

By: _____

Date: _____

Name: Luis Mc Arthur
Title: Mayor

ATTEST:

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

Date

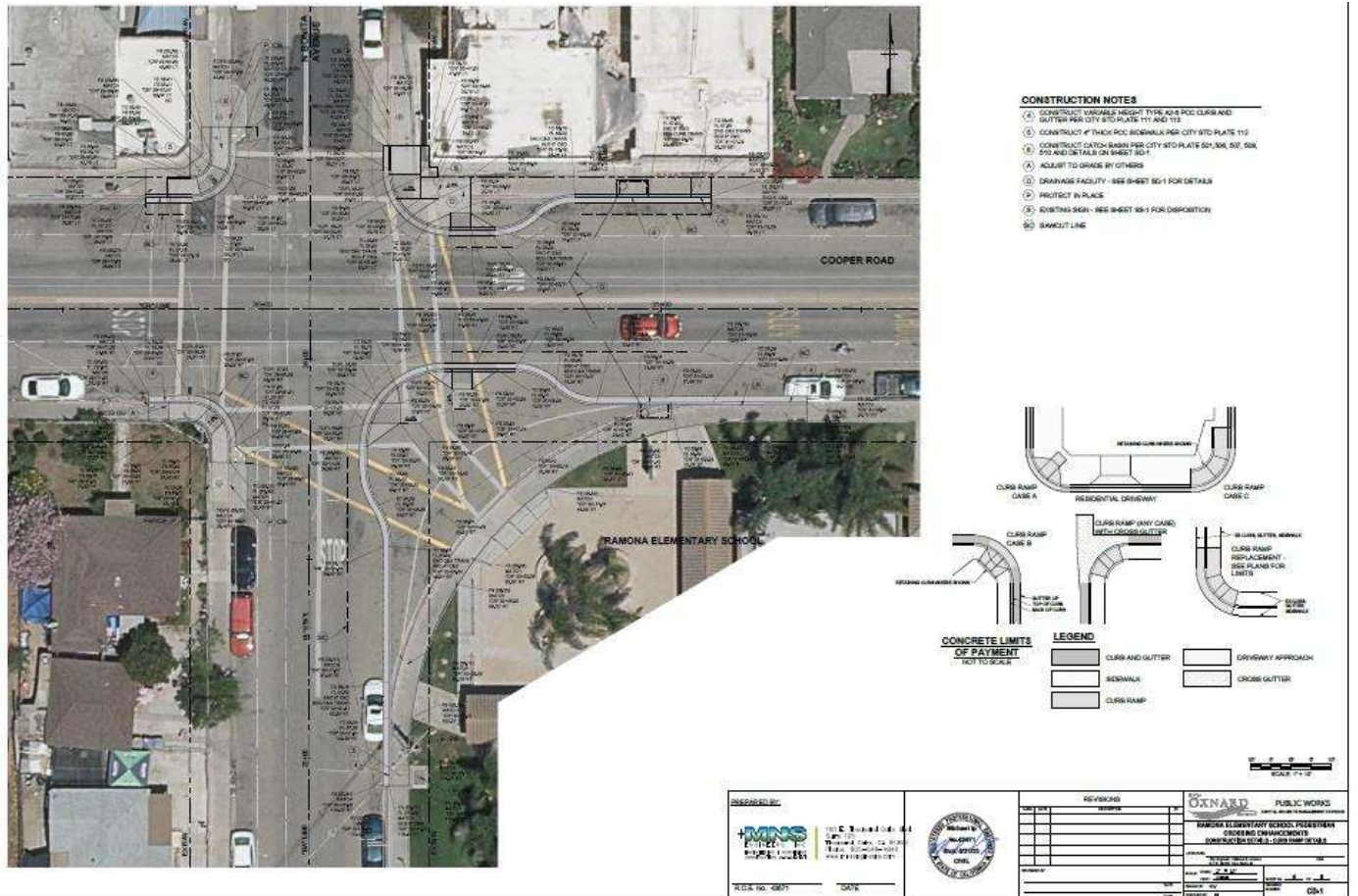
APPROVED AS TO FORM:

Stephen M. Fischer,
City Attorney (always required)

Date

RIGHT OF WAY CONTRACT –SIDEWALK EASEMENT

EXHIBIT A



RIGHT OF WAY CONTRACT –SIDEWALK EASEMENT

Exhibit B
(Copy of Easement Deed)

Recording requested by:

Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City of Oxnard
Attn: City Clerk
305 W. Third Street
Oxnard, CA 93030

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No Documentary Transfer
Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

APN: 201-0-132-010

EASEMENT DEED
(To the City of Oxnard)

For valuable consideration, receipt of which is hereby acknowledged,

OXNARD SCHOOL DISTRICT (hereinafter referred to as "Grantor"),

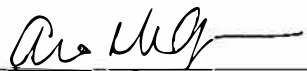
hereby grants to the City of Oxnard, its successors and assigns (hereinafter referred to as "Grantee"),

A Permanent Public Sidewalk and Public Utility Easement for the present and future construction, reconstruction, operation, repair, maintenance of a public sidewalk along with public utilities and appurtenances, including but not limited to curbs, gutters, sidewalks, handicap ramps, drainage, with such accessory parts and structures, as Grantee or its successors in interest, from time to time, deem necessary to install over, upon, under, through, along and across that certain real property situated in the County of Ventura, State of California, legally described in Exhibit "A" and depicted in Exhibit "B", each attached hereto and made a part hereof (the "Easement Area").

The easement granted herein includes the right to construct and maintain a public sidewalk and handicap ramp and the right to plant and maintain vegetation within the Easement Area. Additionally, Grantor does hereby further grant to Grantee, its successors and assigns, the necessary rights of entry to and from the Easement Area for future construction, reconstruction, operations, repair, maintenance, streetscaping or landscaping.

GRANTOR:

Oxnard School District

By: 
Name: DR. ANABOLENIA DEGENNA
Title: SUPERINTENDENT

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Easement Deed dated _____ from Oxnard School District to the City of Oxnard, a municipal corporation and governmental agency, is hereby accepted, and pursuant to City Council Resolution No. 1939, recorded in book 1591, Official Records of Ventura County at page 273 , the City Council consents to recordation thereof by its duly authorized officer.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 20__.

CITY OF OXNARD, a municipal corporation

By _____
Name: Luis Mc Arthur
Title: Mayor

ATTEST:

By _____
Name: Lourdes A. López
Title: City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer,
City Attorney (always required)

Date

**FAIR MARKET VALUE
WAIVER VALUATION**

(Under \$2,500)

Project Name: Ramona School Sidewalk Easement Project
APN: 201-0-132-010
Owner Name: Oxnard School District
Site Location:
County: Ventura County

Brief description of subject and rights to be acquired:

Full Parcel Size: 6.08 Acres **Zoning:** C-R Community Reserve Zone **Use:** Public School

The subject parcel is a rectangle shaped C-R (Community Reserve) zoned parcel located in Oxnard Ca. The subject parcel is currently being used as a public elementary school. The City of Oxnard is seeking to acquire a 908 SF± permanent easement in the North-West Corner of the property at the intersection of Cooper Road and N Bonita Avenue. The easement area to be acquired by the city is currently being used by the city as a paved surface street. The easement is to allow the construction of a sidewalk with ADA ramp access.

Land/Site Value Acquisition Area Parcel or Easement # (except TCE)	Area SF or AC	\$ / Unit	Easement Burden %	
201-0-132-010	908 SF	\$28 / SF	5%	\$1,271
(a) Total Land				\$1,271

Affected Improvements Value: Describe Below:	Contributory Value: Per Unit Basis or Lump Sum Basis	
None	N/A	\$0
(b) Total Improvements		\$0

TCE	Purpose	Area SF or AC	\$/Unit	X % rate of return x duration	
None	N/A	N/A	N/A	N/A	\$0
Damages (Cost to Cure). Describe and quantify: None.					\$0
(c) Total Temporary Easements and Damages (Cost to Cure)					\$0
Total Compensation (total of Lines (a), (b), & (c))					\$1,271

Has the owner or designated representative accompanied Hamner, Jewell & Associate's representative during inspection of the property?

☒ Yes Date 3/7/2024

☐ No Describe efforts made:

Attach one photo of subject property acq. area.

Signed (Waiver Valuation Preparer):

Robert McDowell

Robert McDowell, Senior Associate (CA DRE # 01862970)

Hamner, Jewell & Associates

Date: December 12, 2024

The dollar amount above is approved as Just Compensation and offer to property owner based hereon is hereby authorized by:

City of Oxnard

By: 

Name MORGAN KESSLER

Date: 12/13/24

SUMMARY STATEMENT RELATING TO PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines requires that each owner from whom a public agency purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the valuation of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The Agency will offer to purchase any remnant(s) considered by the Agency to be an uneconomic unit(s) which is/(are) owned by you or, if applicable, occupied by you as a tenant and which is/(are) contiguous to the land being conveyed.
3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests being acquired are described in the Deed.
4. The market value of the property being purchased is based upon a market value analysis which is summarized on the attached Statement and such amount:
 - a. Represents the full amount of the determination of just compensation for the property to be purchased;
 - b. Is not less than the approved fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is being acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the Agency.
5. Pursuant to Code of Civil Procedure Section 1263.025, should you elect to obtain an independent appraisal, the Agency will pay for the actual reasonable costs of such an appraisal up to a maximum of \$5,000 subject to the following conditions:
 - a. You, not the Agency, must order the appraisal. Should you enter into a contract with the selected appraiser, the Agency will not be a party to your contract with an appraiser.
 - b. The selected appraiser must be licensed with the California Office of Real Estate Appraisers (OREA). It is also recommended that such appraiser be experienced and qualified in the appraisal of easements if this offer is to purchase easements rather than the fee interest in your property.
 - c. Within 30 days of your receipt of this offer, you must notify the Agency of your intent to obtain an independent appraisal.

- d. Appraisal cost reimbursement requests must be made in writing, and submitted to the Agency within 30 days of your receipt of the independent appraisal and no later than 120 days of your receipt of this offer. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the Agency concurrent with submission of the appraisal cost reimbursement request. The appraisal costs must be reasonable and justifiable.
- 6. No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Agency programs or activities. If federal funding is being utilized in the project for which your property is being sought, notice is hereby provided that it is the policy of the Agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations, in all programs and activities undertaken by the Agency. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the Agency.
- 7. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owners' ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
- 8. If you ultimately elect to reject this offer for the purchase of your property, you may be entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

RESOLUTION NO. 24-17

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD
SCHOOL DISTRICT AUTHORIZING AND DIRECTING THE
CONVEYANCE OF A RIGHT OF WAY EASEMENT TO THE
CITY OF OXNARD**

WHEREAS, the Oxnard School District (“District”) is the owner of certain real property located at 804 Cooper Road, Oxnard, County of Ventura, State of California, and more commonly known as the *Ramona Elementary School* (“Property”); and

WHEREAS, the City of Oxnard (“City”) has, in connection with certain public improvements being carried on by City, which include certain public improvements to certain streets and sidewalks around the Property, requested that the District transfer and convey to City in exchange for a payment in the amount of **\$1,271**, a portion of land currently owned by District and located at 804 Cooper Road, Oxnard, California to be used by the City as a right of way for public streets and public utility purposes (the “Right of Way Easement”) by means of Right of Way Contract – Sidewalk Easement, attached hereto as **Attachment 1** (the “Contract”), and an Easement Deed, attached to the Contract as **Exhibit B** (the “Easement”);

WHEREAS, the California Education Code, commencing with Section 17556, authorizes District to, by a two-thirds (2/3) vote of this Board of Trustees (“Board”), dedicate or convey to the City, any real property belonging to the district, either in fee or any lesser estate or interest therein, in accordance with the provisions of Sections 17556 to 17561; and

WHEREAS, in compliance with Education Code section 17561, the District posted copies of a notice of intent to convey (the “Notice”) at three public places within the District, and on the District’s website, not less than 10 days before today’s meeting informing the public of the District’s intent to convey the Right of Way Easement to the City; and

WHEREAS, prior to the request for said conveyance, the City informed the District that the City might, at no cost to District, need to relocate certain City and/or District improvements, which might include the relocation of a portion of the fence surrounding the Ramona Elementary School, and that such relocations would only be performed if required to advance and complete the City’s project in connection with which the Right of Way Easement is being acquired by the City; and

WHEREAS, the grant of the Right of Way Easement, as described and depicted on **Attachment 1** hereto, is in the best interests of the District because it provides improvements and continuing upgrades of streets, roads, sidewalks and other public improvements of benefit to the community and the Property.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Recitals. The foregoing recitals are true and correct.
2. Authorization. This Board hereby determines that the District has complied with the requirements necessary to grant and convey the Right of Way and authorizes and directs the Board President, the District Superintendent, and the Chief Information Officer, each acting alone, to execute and deliver the Contract and the Easement Deed for the Right of Way, substantially as described and depicted on **Attachment 1**. This Board also authorizes and directs the Board President, the District Superintendent, the Chief Information Officer, and the District's staff to take, or cause to be taken, every action necessary to complete the conveyance and dedication of the Right of Way to the City of Oxnard, including without limitation causing to be prepared, executed or delivered any other documents, certification or documents required in connection with the Right of Way Easement, the Contract and all other matters contemplated and authorized under this Resolution.
3. Ratification. All actions previously taken by or at the request of the District in connection with the Right of Way Easement, the Contract, the relocation of any portion of the fence around the Property and all related matters, including any inspections, documents, discussions, meetings with the City representatives concerning the Right of Way or Easements or actions required to be taken by the District or the Board are hereby ratified and confirmed.

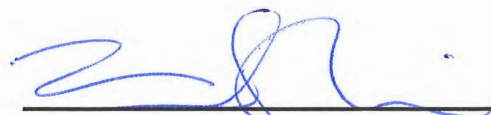
APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District, County of Ventura, California on March 19, 2025 by at least a two-thirds (2/3) vote, as follows:

AYES: 5

NOES: 0

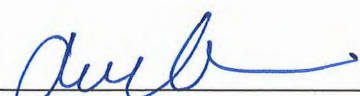
ABSENT: 0

ABSTAIN: 0



President, Oxnard School District
Board of Trustees

Attest:



Oxnard School District
Superintendent



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10

DATE: April 29, 2025

TO: City Council

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

SUBJECT: **Project Name: Teal Club Specific Plan;** Planning and Zoning Permit Nos.: 15-560-01 (Pre-Zoning), 24-670-02 (Development Agreement), and 15-630-01 (Specific Plan); Property generally bounded by Doris Avenue, Patterson Road, Teal Club Road, and Ventura Road; (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015).

RECOMMENDATION

That the City Council:

1. Adopt Ordinance No. 3054 titled "An Ordinance of the City Council of the City of Oxnard Approving Planning And Zoning Permit No. 15-560-01 Pre-Zoning Parcels Generally Located South of Teal Club Road, North and West of Little Farms Road, and Bisected By Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) To Light Manufacturing (M-1). Filed By Dennis Hardgrave, On Behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012."; and
2. Adopt Ordinance No. 3055 titled "An Ordinance Approving Development Agreement No. A-8565 (Planning And Zoning Permit No. 24-670-02) Generally Located North of Teal Club Road, East of Patterson Road, South of Doris Avenue, and West of Ventura Road, (APNs 183-0-070-060, -070, -140, -240). Filed By Dennis Hardgrave, On Behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012."; and
3. Adopt Ordinance No. 3056 titled "An Ordinance Approving Planning And Zoning Permit No. 15-640-01 (Specific Plan), And Certifying Final Environmental Impact Report No. 2015-01 For The Teal Club Specific Plan, Generally Located North of Teal Club Road, East of Patterson Road, South of Doris Avenue, And West of Ventura Road, (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240). Filed By Dennis Hardgrave, On Behalf of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012."

(This item did not originate in Committee.)

BACKGROUND

Ordinance Nos. 3054, 3056, and XXXX were introduced to the City Council at its April 15, 2025, meeting. Following a public hearing, the Council voted to certify the Final EIR No 2015-01 and introduced the ordinances, with a vote of 7-0 for first reading by title only, waiving further reading. If adopted by Council on April 29, 2025, the ordinance will take effect in thirty days thereafter.

This project was heard by the Planning Commission on November 21, 2024. The Planning Commission took action and recommended approval of the ordinances.

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.

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

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

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

FINANCIAL IMPACT

The developer will construct, at its own expense, all infrastructure improvements that are specifically required for the development as specified in the TCSP and mitigation measures in the EIR.

The City will form, at the Developers' request, at least one Community Facilities District (CFD) over the property. The City's maintenance obligation will include public road pavement and public utilities within the development, while a Master Homeowners association will maintain all improvements not covered by the City or CFD.

To offset the permanent loss of farmland, the developer will pay a fee to the City for the construction of Affordable Housing units within the City that will provide housing for farmworkers.

To offset the costs of increased staffing for fire and police services generated by the project, the developer agrees to provide proportional ongoing funding for increased fire response capacity and to provide proportional funding for increased staffing for fire and police services.

The TCSP would allow the future development of 55,000 square-feet of retail, mixed-use, and office uses, it is assumed the residents will shop at the nearby commercial uses and increase annual sales taxes collected by the City.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Planning Commission (Commission), therefore this item did not originate in Committee.

Prepared by: Jay Dobrowalski, Planning Supervisor

ATTACHMENTS

1. April 15, 2025 City Council Staff Report (w_o Attachments)
2. Ordinance Approving Pre-Zoning Ordinance (PZ No. 15-560-01)
3. Ordinance Approving TCSP Specific Plan Ordinance (PZ No. 15-640-01)(Option 1)
4. Ordinance Approving TCSP Development Agreement Ordinance (PZ No. 24-670-02)



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.1

DATE: April 15, 2025

TO: City Council

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

SUBJECT: **Project Name: Teal Club Specific Plan;** Planning and Zoning Permit Nos.: 15-610-01 (Annexation), 15-620-03 (General Plan Amendment), 15-560-01 (Pre-Zoning), 24-670-02 (Development Agreement), 15-630-01 (Specific Plan), and Environmental Impact Report 2015-01; Property generally bounded by Doris Avenue, Patterson Road, Teal Club Road, and Ventura Road; (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240, 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565, 183-0-060-125, -245, -255, -265, -325, -395, -455, 183-0-070-015). (60 minutes)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive public testimony concerning the adoption of the Teal Club Specific Plan; and
2. Approve and Adopt one of the following options for the Teal Club Specific Plan:

Option 1– Approve the Specific Plan which revised the original application to include a Class I bike lane around the perimeter of the project site, allow water fountains within the front yards of the R-2 zoned properties, promote electric energy, and require that 15 percent of the total 990 allowable residential units be designated as affordable units for very-low income and low income households and:

- a. Adopt a Resolution Certifying the Final Environmental Impact Report (EIR) No. 2015-01 for the Teal Club Specific Plan (Governor's Office of Planning and Research State Clearinghouse No. 2012051080); and
- b. Adopt a Resolution approving Planning and Zoning Permit No. 15-610-01 for Annexation, subject to certain findings; and
- c. Adopt a Resolution approving Planning and Zoning Permit No. 15-620-03 for a General Plan Amendment, subject to certain findings; and
- d. Approve the first reading by title only and waive further reading of the proposed Ordinance titled "An Ordinance Of The City Council Of The City Of Oxnard Approving Planning And Zoning Permit No. 15-560-01 Pre-Zoning Parcels Generally Located South Of Teal Club Road, North And West Of Little Farms Road, And Bisected By Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) To Light Manufacturing (M-1). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012."; and
- e. Approve the first reading by title only and waive further reading of the proposed Ordinance titled "An Ordinance Approving Development Agreement No. A-8565 (Planning And Zoning Permit No. 24-670-02) Generally Located North Of Teal Club Road, East Of Patterson Road, South Of Doris Avenue, And West Of Ventura Road, (APNs 183-0-070-060, -070, -140, -240). Filed By Dennis Hardgrave, On Behalf Of Borchard Property Co-Owners, 434 Park Cottage Place, Camarillo, California 93012."; and
- f. Approve the first reading by title only and waive further reading of the proposed Ordinance titled "An Ordinance Approving Planning And Zoning Permit No. 15-640-01 (Specific Plan), And Certifying Final Environmental Impact Report No. 2015-01 For The Teal Club Specific Plan, Generally Located North Of Teal Club Road, East Of Patterson Road, South Of Doris Avenue, And West Of Ventura Road, (APNs 183-0-070-060, -070, -110, -

Option 2 – Includes all the items stated in Option 1, except it maintains the original application’s Class II bike lane around the perimeter of the project site, does not include water fountains for R-2 zoned properties, and does not promote electric energy; and adopt the unmodified version of subparagraph f. in Option 1 (Attachment 10).

Option 3 – Requests modifications to the Development Agreement (Planning and Zoning Permit No. 24-670-02) to include the following provisions: (1) Requires applicants to pay prevailing wage for all Phase 1 development; and (2) Require that 20 percent of the total 990 allowable residential units be designated as affordable units for very-low income and low income households.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/uClRae4YhEE>

BACKGROUND

EXECUTIVE SUMMARY:

The Teal Club Specific Plan (TCSP) seeks to create a new community that carefully integrates multiple land uses in a walkable setting. The entire plan area is linked together by the east/west multi-use trail, Class II bike lanes, and neighborhood sidewalks. The design incorporates Urban Village concepts, as outlined in the General Plan, with an emphasis on highly-visible pedestrian routes and the interconnection of residential neighborhoods, community-serving commercial uses, recreational opportunities, and on-site public transportation access. While the exact details of the TCSP have changed over the years, the TCSP has been identified in the Oxnard General Plan since at least 2004. Additionally, the current proposal for 990 residential units was identified on page S1-60 of the City’s current Housing Element, adopted by City Council on October 4, 2022, and is critical for meeting the City’s Regional Housing Needs Allocation. For more information regarding the TCSP, refer to the Draft TCSP included as Attachment 2.

The adoption of the Specific Plan does not approve development; the plan includes development standards for the future development within the TCSP area.

In order to adopt the TCSP, the following actions are required: 1) certification of the environmental document, 2) annexation of the TCSP area, 3) General Plan amendment, 4) Pre-Zoning of the project area, 5) adoption of a Development Agreement, and 6) adoption of the Specific Plan.

On November 21, 2024, the Planning Commission considered the applicant’s original proposal (Option 2). During that hearing, staff recommended approval of the project as proposed by the applicant (Attachment 1). The Planning Commission recommended approval of the project with a few changes, including:

1. Providing Class I bike paths around the perimeter of the project site.
2. Allowance of water fountains within the front yard setback areas of the R-2 zone.
3. Encouraging all electric development.
4. Increasing the Affordable Housing requirement from 15 percent to 20 percent.
5. Requiring prevailing wage for all aspects of the specific plan development.

The changes that the Planning Commission recommended are discussed further in the analysis section below.

Staff recommend the applicant’s original proposal along with select changes from the Planning Commission (Recommendation, Option 1). This staff recommendation includes the original project with the following changes: the TCSP would be developed with a Class I bike lane around the perimeter of the site, encourage all electric development, and water fountains would be allowed within the front yards of the R-2 zoned properties.

In summary, after the close of this public hearing, the City Council has the option to approve:

- The applicant's original proposal with select changes (Option 1) - This would allow the applicant to proceed to LAFCo review, and if approved, move into the design and development phase. The applicant supports this recommendation.
- The applicant's original proposal (Option 2) - This would allow the applicant to proceed to LAFCo review, and if approved, move into the design and development phase. The applicant also supports this recommendation.
- The Planning Commission's proposal (Option 3) - The developer has indicated that the prevailing wage aspect, as well as the increase to 20% of the units being affordable, is not financially feasible; therefore, the project would not move forward at this time. From a City perspective, this would impact our Housing Element, as pursuant to Oxnard Housing Element Program 24, if the Teal Club annexation is not approved, the City will be required to find alternative housing opportunities to accommodate 990 units during Fiscal Year 2025-2026 through upzoning or rezoning other properties.
- If the City Council chooses an option other than those listed above, depending on the amount of changes requested, it is likely that the project would have to update the EIR and return to the Planning Commission for review. In this case, the project would be delayed for several months, if not longer. Also, depending on the timing of the delay, as noted above for Option 3, the City may need to find alternative sites to accommodate the 990 units identified for the Teal Club development.

BACKGROUND:

The TCSP area is in active agricultural use, and has been developed with agricultural amenities, including a barn and greenhouses in the central-southern portion along Teal Club Road and two occupied single-family residences (one just east of the barn and one in the northeastern corner at Doris Avenue and North Ventura Road). The additional parcels south of Teal Club Road are a mix of vacant land (the westernmost three parcels) and residential development, including approximately six single-family residences with ancillary vehicle storage and shop uses (the easternmost six parcels). To date, there have been no Planning and Zoning Permits issued for the subject parcels. While the exact details of the TCSP have changed over the years, the TCSP has been identified in the Oxnard General Plan since at least 2004.

In 2005, Suncal Companies submitted a Pre-Application for the proposed project. At that time, the project was approximately 175 acres (25 acres larger than the current project) in size, and included land for a fire station, a total of 1,150 residential units (160 more than the current total of 990 units), and approximately 25 acres for development of school facilities.

In early 2009, due to the economic downturn, the applicant withdrew the application.

In August 2009, a new (and the current) applicant, Borchard Co-Owners, submitted a Pre-Application for the proposed project with a revised design. The new design eliminated the school facilities, included larger buffers around the perimeter of the site, included commercial uses and a larger neighborhood park, and included 2 acres for a fire station. Based on comments from the City, the applicant revised the project.

In 2011, the applicant submitted a revised Pre-Application for the proposed project with a revised design. The new design included school facilities, a larger park which included land for a fire station, retail, office, and mixed uses, business research park uses, and only 990 residential units.

In 2015, the applicant submitted the subject applications for Annexation (PZ 15-610-01), General Plan Amendment (PZ 15-620-03), Pre-Zoning (15-560-01), and the Teal Club Specific Plan (15-640-01). The original Draft EIR was circulated for a 63-day public review period that began on August 3, 2015, and ended on October 5, 2015. The City received 29 comment letters on the Draft EIR. In addition to written comments, verbal comments were received at the Planning Commission hearing on September 3, 2015. One of the commenters on the Draft EIR was Dr. Cesar Morales, then Superintendent of Schools for the Oxnard School District (OSD). In the comment letter, Superintendent Morales explained that the Facilities Implementation Program Semi-Annual Report adopted by the OSD in January 2015 provided for the acquisition of a 20-25-acre site at the corner of Doris Avenue and Patterson Road within the TCSP area to develop school facilities.

In February 2019, the OSD Board of Trustees approved a 25-acre parcel in the original TCSP area for development of a district office, a 700-student elementary school, and a 1,200-student middle school (although the OSD Board of Trustees approved the project, the land use permit approval from the City of Oxnard has not yet occurred). In response, the proposed Teal Club Specific Plan has been revised to remove that 25-acre area from the TCSP area. The revised TCSP would not include 58,000 square feet for a new school, fire station, and park as originally analyzed in the original 2015 EIR.

On October 4, 2022, the City Council adopted the 2021-2029 Housing Element, which identified the 990 units proposed on the Teal Club Specific Plan property on page S1-60 of the City's current Housing Element.

In 2024, the applicant submitted the subject application for a Development Agreement (PZ 24-670-02).

On November 21, 2024, the Planning Commission considered the project and recommended that the City Council approve the project as revised by the Commission (Option 3).

PROJECT REQUESTS:

The Applicant's original request is City Council approval of the following six items: 1) Environmental Impact Report, 2) Annexation, 3) General Plan Amendment, 4) Pre-Zoning, 5) Specific Plan, and 6) Development Agreement. The project consists of the following requested actions:

- a. A request to adopt the Teal Club Specific Plan (TCSP) that would specify development for residential, commercial, and park uses on the 149.72-acre Teal Club Specific Plan area ("TCSP area"). The TCSP area includes seven agricultural parcels currently in active agricultural production: two of the parcels (seven acres) are located within the City of Oxnard and five parcels (142.72 acres) are in the County of Ventura.
- b. The project includes a General Plan Amendment (GPA) to change the land use designations on the parcels within the TCSP area to be consistent with the proposed Specific Plan land uses. Two of the parcels in the TCSP area are located in the City of Oxnard, and the others are located in the County Unincorporated area. The Oxnard 2030 General Plan land use designations for the TCSP parcels are residential low, low-medium, medium, and high; general commercial, park, public facility, business research park, and open space with an "Urban Village" overlay on the entire development area of the specific plan. The additional nine annexation parcels (11.4 acres), south of Teal Club Road, are designated for Airport Compatible land uses and will remain as Airport Compatible land uses.
- c. The proposed project includes annexation of a 142.72-acre collection of five agricultural parcels and an additional nine parcels (11.4 acres combined), south of Teal Club Road, currently within the County of Ventura into the City of Oxnard. The additional nine parcels south of Teal Club Road are currently located in a "cut-out" shape that forms an irregular boundary line. In compliance with the LAFCo policy to avoid creating unincorporated islands, the Annexation would result in a more logical City boundary so as not to create an unincorporated "island."
- d. The project includes Pre-Zoning of the additional nine parcels (11.4 acres combined) to be annexed south of Teal Club Road. Upon annexation, these nine parcels would be zoned Light Manufacturing (M-1) by the City of Oxnard. Although no changes are proposed on any of these parcels, after annexation, the property owners would have the option of submitting applications to develop their properties with the uses and at the densities allowed in the City's zoning regulations for the M-1 Zone District. The 149.72-acre TCSP area will be subject to the Specific Plan development standards for each Planning Area and will not be subject to the traditional Zoning Code development standards.
- e. The project includes the approval of a Development Agreement. The Development Agreement would generally provide the framework for financial commitments paid to the City, allow for fee credits, define future affordable housing requirements, outline timing and required infrastructure improvements, and maintenance requirements for the project. The Development Agreement would not change the physical elements of the project or result in physical environmental effects.
- f. The request includes certification of the proposed Final Environmental Impact Report (EIR) No. 2015-01 (State Clearinghouse No. 2012051080), adoption of the Findings of Fact, adoption of the Mitigation Monitoring and Reporting Program (MMRP), and adoption of the Statement of Overriding Considerations, which have been prepared pursuant to the California Environmental Quality Act (CEQA) Public Resources Code (California

Please see the attached maps (Attachment 1-Planning Commission Staff Report, Attachment A) and Teal Club Specific Plan (Attachment 1- Planning Commission Staff Report, Attachment B) for more details.

PLANNING COMMISSION’S RECOMMENDED CHANGES

The Planning Commission is an advisory body that provides land use recommendations to the City Council. Thus, while the City Council must consider the recommendations of the Planning Commission, the City Council may take an action that is not consistent with the Commission's recommendations.

During the Planning Commission public hearing on November 21, 2024, the Commissioners asked questions as a result of presentations from Planning staff and the applicant team. Public speakers provided comments during the public comment period. The discussions and deliberations from the Commissioners included fire protection resources within the City, development within the front yard setbacks of future residential units, the bicycle path around the perimeter of the project site, affordable housing, and prevailing wages. As a result of these discussions, the Commission recommended the City Council incorporate five changes to the proposed project, as part of their approval recommendation. The five requested changes are discussed below.

Expanded Class 1 Bike Lane Improvements:

The Applicant’s original proposal includes a Class II bike lane around the perimeter of the project site, which is consistent with the City’s Bicycle and Pedestrian Facilities Master Plan (the plan recommends the construction of a Class II bike lane along all four sides of the project site). The Planning Commission recommends the development of a Class I bike lane around the perimeter of the project site so that future development could include Class I bicycle facilities to connect the Teal Club area to other areas throughout the City.

The Commission-recommended Class I facilities are generally safer and more enjoyable for users because the facilities include a physical separation between the users and motor vehicles (Class II bike lanes are separated from vehicle traffic with only striping on the roadways). Since there is a physical separation, Class I bike lanes are often used also by pedestrians. The City’s Bicycle and Pedestrian Facilities Master Plan only requires the provision of Class II bike lanes.

Allowance of Water Fountains:

The Applicant’s original proposal prohibits development within the required front yard setback of the R2 zoned properties. During the Commission hearing, the applicant stated that within the R2 zone, residential units are often located in closer proximity and the required front yard setbacks do not feel as open as less dense neighborhoods. Thus, a prohibition on any development within the required front yard setback would avoid any clutter and provide a greater sense of openness. The Commission felt that a water fountain within the required front yard setback would generally be less massing than other structures and can create a more calming environment.

The Commission-recommended change to the Specific Plan to allow water fountains within the required front yard setback of the R2 zoned properties does not require the development of water fountains; it only allows water fountains as the only development allowed within the required front yard setback of the R2 zoned properties. Thus, staff recommends this change to the project.

Promotion of Electric Energy:

The Applicant’s original proposal includes a Specific Plan with a sustainability goal to create a “low impact” community that balances resources and provides for long-term sustainability. The Specific Plan requires all development to be consistent with the California Building Standards Code, which includes the California Green Building Standards Code (CalGreen) and the California Energy Code. The current 2022 Energy and CalGreen codes require detached residential units to be wired to be “electric ready” and also “EV Capable/EV Ready” to allow for plug-in electric vehicles. Additionally, both multifamily and commercial buildings are currently required to provide for shared electric vehicle

charging stations, in addition to the “electric-ready” requirements for multifamily buildings. The plan mitigates the emissions of greenhouse gases through the compact walkable design, proximity to public transit, and requirements for “green” building. The plan also includes landscaping guidelines that encourage maximizing the number of trees selected for minimal maintenance and planted strategically for shade. For further carbon sequestration, the plan includes the neighborhood park, storm-water detention basins, agricultural buffers, vegetated swales, and other landscaped areas.

The Commission-recommended change to the Specific Plan to *encourage* all electric developments does not require all developments to be all-electric developments. The change to *encourage*, but not require, is consistent with the City’s adopted Climate Action and Adaptation Plan (CAAP). Future developments within the Specific Plan may include natural gas development. Since the recommended changes encourage all-electric development, rather than mandating it, staff recommends this change to the project.

Increased Affordable Housing:

The Applicant’s original proposal includes a Specific Plan that allows a total of 990 residential units. The plan requires that of those 990 units, a total of 15 percent of those units shall be designated affordable units. Affordable units include units restricted to the Very Low, Low, and Moderate income levels. Of the 15 percent total being provided, the following percentages of income levels shall apply: 6 percent of the units shall be for Very Low Income households and 9 percent of the units shall be for Low Income households. Affordable Housing units within the Specific Plan would be required to remain affordable for a period of 55 years.

The Commission-recommended change to the Specific Plan requires that 20 percent of the 990 residential units shall be designated Affordable units, with a 60/40 split between low and very low. Of this 20 percent total requirement, the following percentages of income levels shall apply: 12 percent of the units shall be for Low Income households and 8 percent of the units shall be for Very Low Income households. All Affordable Housing units within the Specific Plan would still be required to remain affordable for a period of 55 years.

The Applicant proposed 15 percent of the total 990 allowable residential units that would be designated affordable units *exceed* the requirement under the City’s Inclusionary Housing (Resolution No. 2980). The City’s Inclusionary Ordinance requires that any development project with ten or more dwelling units includes not less than 10 percent of those units to be designated as Affordable units available to Very-Low (5%) and Low (5%) income-level households, depending on the type of development. The Applicant’s proposal of 15% of the units being affordable is also consistent with the City’s 2030 General Plan Urban Village Design Guidelines. The Applicant’s proposal includes affordable units for *only* Very-low and Low income level households, rather than also including Moderate income-level households, which is allowed by both Inclusionary Housing and Urban Village Guidelines. This provides a deeper level of affordability, and addresses a need within Oxnard. Furthermore, the Applicant’s proposal exceeds the City’s Inclusionary Housing requirement that developments provide affordability for 20-year affordability requirements. The project will provide a 55-year affordability requirement.

Overall, while the site being designated as an Urban Village requires the project to provide 15 percent affordable housing, this exceeds what is required in other areas of the City and the length of the deed restriction exceeds what is required by the Inclusionary Housing. Additionally, the Project’s proposed levels of affordability (Very Low-income and Low-income) already exceed the required levels (Very Low-income, Low-income, and Moderate-income) contained within the plans approved for other Urban Villages in the City. Furthermore, to mitigate the loss of farmland, the project includes the payment of a farmland mitigation fee that shall be used only for Affordable Housing within the City of Oxnard that is devoted to occupancy by farm workers. While the number of units that this fee can be used to create is unknown at this time, it will ultimately result in the production of units beyond the 15 percent requirement. Lastly, the Development Agreement includes a local buyer preference to ensure Oxnard residents are given priority in qualifying for buying the homes in this development. For all of these reasons, staff does not support the Commission recommendation to require 20 percent affordable housing within the project.

Prevailing Wage:

The Applicant’s proposal includes a Development Agreement (DA) with the City (Attachment 3). The originally proposed DA that was reviewed by the Planning Commission stated that no prevailing wage beyond what state law requires shall be required for this project (this language has subsequently been removed as described below). The original

DA specified that a prevailing wage is required for the construction of Public Work as per state law, but this does not require a prevailing wage for the rest of the development (i.e., residential or commercial development). In the City, only the prevailing wage required by state law has been a requirement for other development projects. Thus, the Applicant's Original Proposal is consistent with state and City requirements.

The Commission-recommended change to the DA to require a prevailing wage would apply to all development within Phase 1 the Specific Plan area, as phase 2 is not covered by the DA. The prevailing wage rate is the basic hourly rate paid on public works projects to a majority of workers engaged in a particular craft, classification or type of work within the locality and in the nearest labor market area. The project-wide prevailing wage requirement would apply this requirement to the *entire* private development. This is above and beyond what state law requires. Consequently, the Applicant has indicated that the cost of requiring a prevailing wage would render this development infeasible due to the increased construction costs. Furthermore, increasing construction costs also has an impact of increasing the cost of the housing units constructed, making them less affordable.

The City has never required prevailing wage for all aspects of privately funded development projects within the City. However, prevailing wage is applicable to specific aspects of private development projects meeting the definition of a "Public Work" in accordance with state law. If the City were to require a prevailing wage while nearby cities do not, then the City may not be competitive with those nearby cities to attract housing and other development. Therefore, staff does not support the Commission recommendation to require a prevailing wage for the entire project. Furthermore, to avoid any confusion, staff's recommendation includes the removal of the Prevailing Wage language from the Draft DA. As a result, all prevailing wage requirements would default to the state regulations. Lastly, the DA includes a local hire provision which will help keep jobs within Ventura County.

General Plan Consistency

The majority of the TCSP area is located in unincorporated Ventura County, with the exception of two parcels encompassing seven acres which are located within the City of Oxnard. The TCSP area and the nine additional parcels south of Teal Club Road are designated Agricultural-Urban Reserve in the Ventura County General Plan.

Two parcels in the TCSP area are located in the City of Oxnard and the TCSP area is fully within the City of Oxnard Sphere of Influence and CURB. The TCSP concept has been included in the General Plan since 2004. Oxnard 2030 General Plan land use designations are residential low, low-medium, medium, and high; general commercial, park, public facility, business research park, and open space with an "Urban Village" overlay on the entire development area of the specific plan. The proposed project requires minor refinements to some General Plan maps to reflect the more detailed location of land uses and roadways within the proposed Teal Club Specific Plan Area. As defined in General Plan Goal CD-7, Urban Villages are intended to support "development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity." General Plan Policy CD 7.1 specifically addresses the Teal Club site (in part):

CD-7.1 Establishment of Urban Villages: Six areas of the City are initially designated as Urban Villages. It is the intent of the Urban Village designation that specific or strategic plans for each area will be prepared in advance of the planning entitlement process. Additional Urban Villages and guidelines may be subsequently adopted by the City Council. Urban Villages are envisioned as characterized by:

- Infill and/or development of formerly agricultural land
- Reinvestment in the existing community
- Mixture of land uses
- Mix of residential densities and housing types
- Providing a minimum of 15% affordable housing
- Location along or near corridors, downtown, and transit nodes
- Transit, pedestrian, and bicycle circulation given high priority

The Oxnard 2030 General Plan includes additional goals and policies that apply specifically to the Urban Village designation and to the proposed project in general, as discussed further below and in the EIR (Section 4.9, Land Use and Planning).

The additional nine annexation parcels (11.4 acres) south of Teal Club Road are designated for Airport Compatible land uses. As described in the 2030 General Plan, this designation requires airport-compatible land uses that do not interfere with airport operations or subject large numbers of persons to aircraft hazards. Airport Compatible uses need not be directly related to or dependent upon the adjacent airport. Uses must be consistent with the policies of the City; the Federal Aviation Administration (FAA); the California Department of Transportation (Caltrans), Division of Aeronautics; and the Ventura County Airport Land Use Commission. Allowable uses are typically of a limited industrial or specialized commercial nature.

The project's consistency review with General Plan policies is included as Attachment 1-Planning Commission Staff Report, Attachment E. The proposed project has been determined to be consistent with the General Plan and the property's land use designation.

Zoning Code Consistency

The project includes Pre-Zoning of the additional nine parcels (11.4 acres combined) to be annexed south of Teal Club Road. Upon annexation, these nine parcels would be zoned Light Manufacturing (M-1) by the City of Oxnard. Although no changes are proposed on any of these parcels, after annexation the property owners would have the option of submitting applications to develop their properties with the uses and at the densities allowed in the City's zoning regulations for the M-1 Zone District. The TCSP area does not include these additional annexation parcels, totaling 11.4 acres south of Teal Club Road.

The 149.72-acre TCSP area will be subject to the Specific Plan development standards for each Planning Area and will not be subject to the traditional Zoning Code development standards. The TCSP was developed to be consistent with the 2030 General Plan and related City Master Plans and policies. The TCSP sets forth a proposed development program within 14 proposed Planning Areas (PA) for a mix of land uses on the approximately 149.72-acre TCSP portion of the project area.

Environmental Determination

Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, has prepared an EIR (State Clearinghouse No. 2012051080) in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines (Attachment 12). The EIR identifies and discusses potential impacts, mitigation measures, monitoring requirements, and residual impacts for identified subject areas.

Based upon the analysis contained in the Final EIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and *unavoidable* impacts in the following two impact sections: (1) Agricultural Resources and (2) Air Quality. The EIR also concluded that one or more potentially significant but *mitigable* (Class II) impacts would result with the implementation of the Teal Club Specific Plan in the following nine impact sections: (1) Aesthetics, (2) Biological Resources, (3) Cultural Resources and Tribal Cultural Resources, (4) Geology and Soils, (5) Hazards and Hazardous Materials, (6) Hydrology and Water Quality, (7) Land Use and Planning, (8) Public Services and Recreation, and (9) Utilities. *Less than significant* (Class III) impacts were identified for the Teal Club Specific Plan within the following six sections: (1) Greenhouse Gas Emissions/Climate Change, (2) Mineral Resources, (3) Noise, (4) Population, Education, and Housing, (5) Transportation/Traffic, and (6) Wildfire.

As discussed above, the project would result in the following significant impacts which, even after application of feasible mitigation, cannot be mitigated to a less than significant level and therefore remain significant and unavoidable:

1. Agricultural Resources: Implementation of the proposed TCSP would result in the conversion of approximately 149.5 acres of "important farmland" with prime soils to non-agricultural uses. This would result in the permanent loss of agricultural lands. Therefore, impacts would be Class I, significant and unavoidable.
2. Air Quality: Operational emissions of ROG and NOX would exceed VCAPCD's daily thresholds. While the impacts of vehicle emissions and related impacts are mitigable with payment of Transportation Demand Management (TDM) fees, not all operational emissions are mitigable. Therefore, the project would have a Class I, significant and unavoidable, impact to regional air quality.

Accordingly, Findings and a Statement of Overriding Considerations (SOC) were prepared pursuant to the CEQA and are

included within the resolution of approval approving the Teal Club Specific Plan Final EIR. State law stipulates that approval of the findings and SOC are not required until action is taken on a project. In addition to the general project benefits such as employment, housing, and increased property and sales tax revenue, the specific project benefits and overriding considerations identified with the findings for the Teal Club Specific Plan Project include numerous public benefits.

Therefore, staff recommends that the City Council certify that: (1) The final EIR has been completed in compliance with CEQA; (2) The final EIR was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the project; (3) The final EIR reflects the lead agency's independent judgment and analysis; (4) adopt the Findings; (5) adopt the Mitigation Monitoring and Reporting Program; (6) adopt the Statement of Overriding Considerations; and (7) certify the EIR.

Role of the Planning Commission and City Council

Pursuant to Oxnard City Code (OCC) Section 2-95, the Planning Commission is an advisory body which provides land use recommendations to the City Council on items such as Annexation, General Plan Amendments, Zoning, Specific Plans, and Development Agreements. Therefore, while the City Council is to consider the recommendations of the Planning Commission, the Council may take an action which is not consistent with the recommendations of the Planning Commission.

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.

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

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

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

FINANCIAL IMPACT

The developer will construct, at its own expense, all infrastructure improvements that are specifically required for the development as specified in the TCSP and mitigation measures in the EIR. The proposed Development Agreement will allow the developer to transfer fee credits to future buyers of the property, requires the payment of development impact fees upon issuance of building permits, and requires the development of a public park space so that it is ready for use by the public and acceptance by the City.

The City will form, at the Developers' request, at least one Community Facilities District (CFD) over the property. This CFD would likely be for funding the construction and maintenance of the Phase 1 public park, sewer lift station, and other common facilities agreed to by the developer and City; however, the details of the CFD will be developed during the tentative map phase of the project. The City's maintenance obligation will include public road pavement and public utilities within the development, while a Master Homeowners association will maintain all public parkways and medians adjoining the public streets within the development; parkways on the project side of public streets adjoining the development; all private streets, sidewalks and parkways inside the development; water quality detention basins; and all private utilities within the private streets.

To offset the permanent loss of farmland, the developer will pay a fee to the City for the construction of Affordable Housing units within the City that will provide housing for farmworkers.

To offset the costs of increased staffing for fire and police services generated by the project, the developer agrees to

provide proportional ongoing funding for increased fire response capacity and to provide proportional funding for increased staffing for fire and police services.

The TCSP would allow the future development of 55,000 square-feet of retail, mixed-use, and office uses. Since the TCSP area is a designated Urban Village, it is assumed the residents will shop at the nearby commercial uses and increase annual sales taxes collected by the City.

COMMITTEE OUTCOME

This is a public hearing and was reviewed by the Planning Commission. Therefore, this item did not originate in Committee. During the Planning Commission public hearing on November 21, 2024, the Commissioners asked questions as a result of presentations from Planning staff and the applicant team. Public speakers provided comments during the public comment period. The discussions and deliberations from the Commissioners included fire protection resources within the City, development within the front yard setbacks of future residential units, the bicycle path around the perimeter of the project site, affordable housing, and prevailing wages. The Planning Commission meeting can be viewed online at the following link: November 21, 2024 - https://youtu.be/_3LAWLkenl0

The Commission made a motion to recommend that the City Council certify the Final Environmental Impact Report, approve the annexation, approve the General Plan Amendment, and approve the Pre-Zoning. That motion passed 7 (in favor) - 0 (against).

The Commission made a subsequent motion to recommend that the City Council approve the Development Agreement with the following revisions: increase the Affordable Housing requirement of the project from the proposed 15 percent to 20 percent with the same affordability ratio of low and very-low income levels from the proposed project, and to require a prevailing wage requirement. That motion passed 4 (in favor) - 3 (against).

The Commission made another subsequent motion to recommend that the City Council approve the Specific Plan with the following revisions: include a Class I bike path around the perimeter of the project site, allow water fountains within the front yard setback areas of the R-2 zone, and encourage all electric development. That motion passed 6 (in favor) - 1 (against).

Although numerous outreach meetings were held prior to the Planning Commission, the City held a town hall style webinar on March 27, 2025 to provide additional opportunities for the community to ask questions of staff and the applicant. At the hearing staff outlined the overall process, provided a brief presentation on the projects, and took questions from the community. The list of comments and questions are included in Attachment 11. The March 27, 2025 webinar was recorded and can be viewed online at the following link: <https://youtu.be/aHlMSr8XR0M>

Public Comments:

Following the end of the Planning Commission hearing, the City received comment letters, including at the webinar hosted on March 27th, regarding the proposed project (Attachment 11). City staff has reviewed the information in the comments and determined that these comments were addressed during the Planning Commission hearing, and this information does not change staff recommendations.

Prepared by: Jay Dobrowalski, Planning Supervisor

ATTACHMENTS

1. Planning Commission Staff Material dated November 21, 2024 and Signed Planning Commission Resolutions
2. Teal Club Specific Plan_City Council Hearing
3. Development Agreement with Staff Recommendations Revisions
4. Draft General Plan Amendment Resolution (PZ No. 15-620-03)
5. Draft Pre-Zoning Ordinance (PZ No. 15-560-01)
6. TCSP Draft Specific Plan Ordinance (PZ No. 15-640-01)(Option 1)
7. TCSP Draft Development Agreement Ordinance (PZ No. 24-670-02)
8. Draft Annexation Resolution (PZ No. 15-610-01)
9. Draft Resolution Certifying Environmental Impact Report No. 2015-01
10. Unmodified TCSP Draft Specific Plan Ordinance (PZ No. 15-640-01)(Option 2)
11. Public Comment Letters

12. Teal Club Final Environmental Impact Report No. 2015-01
13. Staff Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3054

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 15-560-01 PRE-ZONING PARCELS GENERALLY LOCATED SOUTH OF TEAL CLUB ROAD, NORTH AND WEST OF LITTLE FARMS ROAD, AND BISECTED BY MALLARD WAY (APNS 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) TO LIGHT MANUFACTURING (M-1). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, the Borchard Property Co-Owners owns seven contiguous parcels that total 149.72-acres generally located north of Teal Club Road, east of Patterson Road, south of Doric Avenue, and west of Ventura Road (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565); and

WHEREAS, in 2015 Dennis Hardgrave, on behalf of the Borchard Property Co-Owners, filed entitlement applications with the City of Oxnard for Annexation (PZ No. 15-610-01), a General Plan Amendment (PZ No. 15-620-03), Pre-Zoning (PZ No. 15-560-01), a Development Agreement (PZ No. 24-670-02), and a Specific Plan (PZ No. 15-640-01); and

WHEREAS, the Teal Club Specific Plan would allow future development of residential, commercial, mixed use, business research park, and open space under the Teal Club Specific Plan, as identified in the Teal Club Specific Plan within the project area; and

WHEREAS, related Project approvals are required by the Local Agency Formation Commission, County of Ventura, Ventura County Airport Land Use Commission, Calleguas Municipal Water District, and the Metropolitan Water District of Southern California; and

WHEREAS, the Project was reviewed by the City Council as a Pre-Application in 2005, 2009, and 2011 which identified the mix of land uses, compatibility, with surrounding development, affordable housing, and on-site recreational amenity issues that were addressed by changes to the Project; and

WHEREAS, the Project applicants participated in a Community Workshop on April 18, 2022; and

WHEREAS, the Project was reviewed by the Airport Land Use Commission on July 8, 2022, and on that date, the Airport Land Use Commission made a determination that the Project is consistent with the Airport Comprehensive Land Use Plan (ACLUP); and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review

Guidelines, the City of Oxnard as the Lead Agency, has prepared a EIR No. 2015-01 (State Clearinghouse No. 2012051080); and

WHEREAS, the Planning Commission considered EIR No. 2015-01 and recommended that the City Council find that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council reviewed and considered the information contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency's independent judgment and analysis; and

WHEREAS, the Planning Commission recommended that the City Council certify Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopt a Statement of Overriding Considerations; and

WHEREAS, the Planning Commission concurrently recommended the City Council approve the resolutions recommending City Council approval of an Annexation, General Plan Amendment, Development Agreement, Specific Plan; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 21, 2024 and received and reviewed written and oral comments; and

WHEREAS, the City Council held a duly noticed public hearing on April 15, 2025 and received and reviewed written and oral comments; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the pre-zoning of parcels generally located south of Teal Club Road, north and west of Little Farms Road, and bisected by Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) to Light Manufacturing (M-1).

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

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Pre-Zoning is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Pre-Zoning will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Pre-Zoning is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity

of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed pre-zoning of parcels generally located south of Teal Club Road, north and west of Little Farms Road, and bisected by Mallard Way (APNs 183-0-110-030, -045, -050, -260, -270, -395, -405, -415, 183-0-100-405, -555, -565) to Light Manufacturing (M-1), as shown on Exhibit A attached hereto, is the best use for the subject project site .

SECTION 6. The City Council determines that the Pre-Zoning is in the best interests and welfare of the City and its residents.

SECTION 7. The City Council finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the City Council at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan Project would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the City Council made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.

SECTION 8. The City Council Approve Planning and Zoning Permit No. 15-560-01 (Prezoning) is approved, as shown on the map attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Except as expressly amended herein, the City's Zoning Ordinance Map shall remain in full force and effect and shall apply to the property affected by this Ordinance.

SECTION 10. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3054 was first read on April 15, 2025, and finally adopted on April 29, 2025 to become effective thirty days thereafter.

[Signatures on next page]

PASSED AND ADOPTED this 29th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

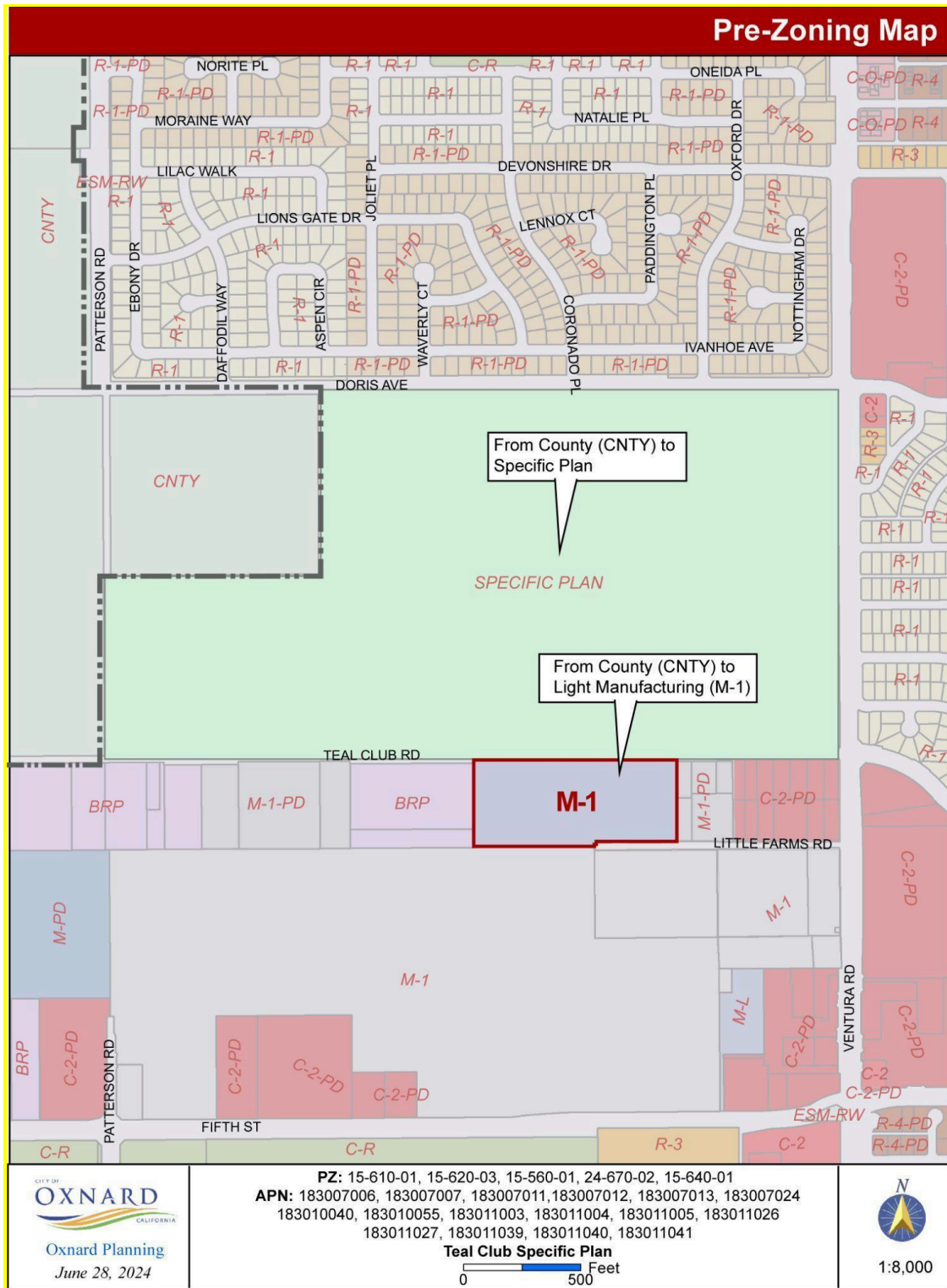
APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibits:

Exhibit A: Proposed 2030 General Plan Zoning Map

EXHIBIT A



CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3056

AN ORDINANCE APPROVING PLANNING AND ZONING PERMIT NO. 15-640-01 (SPECIFIC PLAN) FOR THE TEAL CLUB SPECIFIC PLAN, GENERALLY LOCATED NORTH OF TEAL CLUB ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD, (APNs 183-0-070-060, -070, -110, -125, -135, -140, -240). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, the City Council of the City of Oxnard has considered the proposed Teal Club Specific Plan (Exhibit A) to clarify the Urban Village as outlined within the 2030 General Plan; to create planning area boundaries and Land Use Table. The new land use designation will be applied in combination with the 2030 General Plan. This will allow for the option to develop to residential, commercial, mixed use, business research park, and open space under the Teal Club Specific Plan, as identified in the Teal Club Specific Plan within the project area; and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for adoption of the Teal Club Specific Plan (PZ 15-640-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on November 21, 2024, the Planning Commission considered the project and recommended the following revisions to the project:

1. The proposed Teal Club Specific Plan shall include a minimum of 20 percent of the total 990 residential units as designated Affordable units subject to the same affordability levels and ratios (60 percent very low-income and 40 percent low-income levels);
2. The proposed Class II bike lanes around the perimeter of the Teal Club Specific Plan area be developed as Class I bike lanes;
3. The Landscape Guidelines for Residential Yards (Section 3.7.7) shall be revised to exclude fountains from the list of prohibited items in front yards for Detached and Attached Cluster Home Areas (R-2); and
4. The Specific Plan shall encourage the development of electric energy developments.

WHEREAS, on April 15, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider

an application for adoption of the Teal Club Specific Plan (PZ 15-640-01) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the City Council finds, after due study, deliberation and a duly noticed public hearing on April 15, 2025, and received and reviewed written and oral comments, presented by staff and the Applicant, and that the project meets the criteria set out in Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the City Council found that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council reviewed and considered the information contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency's independent judgment and analysis; and

WHEREAS, the City Council certified Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The Teal Club Specific Plan and the anticipated build out of the 149.72-acre specific plan site. The FEIR No. 2015-01 found two areas of significant impacts (Agricultural Resources, and Air Quality); and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment F of the Planning Commission Staff report, the proposed Specific Plan is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard.
2. As determined in the Final EIR No. 2015-01, the proposed Specific Plan will result in significant impacts which, even after application of feasible mitigation, cannot be mitigated to a less than significant level and therefore remain significant and unavoidable, and will result in benefits such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.
3. As outlined in Section 6(c - g) of the Planning Commission Staff report, the proposed Teal Club Specific Plan conforms to adopted City standards and constitutes good City planning.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this ordinance that were part of the approval process.

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

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Teal Club Specific Plan is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Teal Club Specific Plan will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Teal Club Specific Plan is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed Teal Club Specific Plan is the best use for the subject project site.

SECTION 6. The City Council determines that the Teal Club Specific Plan is in the best interests and welfare of the City and its residents.

SECTION 7. The City Council finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the City Council at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the City Council made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.

SECTION 8. The City Council Approve Planning and Zoning Permit No. 15-640-01 (Specific Plan), attached hereto as Exhibit A and incorporated herein by reference with the following revisions as recommended by the Planning Commission:

1. The proposed Class II bike lanes around the perimeter of the Teal Club Specific Plan area be developed as Class I bike lanes;

2. The Landscape Guidelines for Residential Yards (Section 3.7.7) shall be revised to exclude fountains from the list of prohibited items in front yards for Detached and Attached Cluster Home Areas (R-2); and
3. The Specific Plan shall encourage the development of electric energy developments.

SECTION 9. Except as expressly amended herein, the City's Zoning Ordinance Map shall remain in full force and effect and shall apply to the property affected by this Ordinance.

SECTION 10. All aspects of this Project shall not become effective unless and until the City Council approves the Development Agreement.

SECTION 11. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 12. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3056 was first read on April 15, 2025, and finally adopted on April 29, 2025 to become effective thirty days thereafter.

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[Signatures on next page]

PASSED AND ADOPTED this 29th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit:

Exhibit A: Proposed Teal Club Specific Plan

EXHIBIT A

TEAL CLUB SPECIFIC PLAN



TEAL CLUB SPECIFIC PLAN

Prepared for:
City of Oxnard
Development Services

Prepared by:
Development Planning Services, Inc.
Camarillo, California 93012

March 2025

City Council Hearing version 2025

Development Planning Services, Inc. © 2023





TEAL CLUB SPECIFIC PLAN

Prepared for:
City of Oxnard
Development Services

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Camarillo, California 93012

March 2025

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1

INTRODUCTION

1.1 PURPOSE OF THE SPECIFIC PLAN

The Teal Club Specific Plan provides the City of Oxnard with a comprehensive planning document to direct the orderly development of the 149.7-acre property known as the Teal Club Planning Area (see Figures 1-1 and 1-2). The Specific Plan provides a conceptual land use plan, development standards, guidelines, and programs to ensure that this area of the city is developed in a manner consistent with the goals, objectives, principles, and policies of the City of Oxnard 2030 General Plan (referred to in this document as the General Plan).

The Specific Plan allows development of a variety of residential, mixed-use, neighborhood commercial, industrial and recreational uses within the Specific Plan area. The guidelines and standards contained in this Specific Plan will ensure that these uses, and the associated infrastructure elements and public spaces are planned and designed in an integrated manner.

Creating a walkable Urban Village is a primary goal of this Specific Plan. In order to ensure long-term sustainability the Specific Plan shall incorporate policies of both the State of California SB 375 (Greenhouse Gas Bill) and “Build It Green” design standards. The plan includes a strategically-placed

Transit Hub with bus turn-out and shelter and bike racks at Ventura Road and Beverly Drive.

1.2 AUTHORITY & SCOPE

California Government Code (Sections 65450 through 65457) authorizes the preparation and adoption of specific plans. The Teal Club Specific Plan has been prepared in accordance with the requirements of this code as summarized below.

1.2.1 CALIFORNIA GOVERNMENT CODE COMPLIANCE

California Government Code Section 65450 gives a legislative body the authority to prepare a specific plan for the systematic implementation of the General Plan for all or part of the area covered by the General Plan. As outlined in the Government Code Sections 65451 and 65452, specific plans are to contain a text and diagram or diagrams specifying the following:

The italicized text indicates where in the Teal Club Specific Plan these requirements have been addressed.

- A statement of the relationship of the Specific Plan to the General Plan. *Chapter 9 describes how this Specific Plan relates to, and is in conformance with, the goals and objectives of the City of Oxnard General Plan;*
- The distribution, location, and extent of land uses. *The goals of the proposed Specific Plan, as defined in Section 1.4, provides the*



rationale for the proposed land uses and their distribution throughout the project site. Section 3.2 contains a detailed land-use table (Table 3-1) and precise land use plan (Figure 3-1). The project includes approximately 990 residential units, approximately 8.8 acres commercial mixed-use, approximately 9.1 acres of Business Research uses, and approximately 17.7 acres of parks and greenbelts.

- *The distribution, location, and extent of major infrastructure improvements needed to support the land uses described in the plan. Section 4.2 describes the circulation plan for the site, including street sections. Potable water, wastewater, and stormwater infrastructure as well as utilities are outlined in Section 4.3 of the proposed Specific Plan.*
- *Development standards and criteria. Section 3.4 and Table 3-4 identifies development standards. Sections 3.5 through 3.8 identifies project design objectives and guidelines;*
- *A program of phasing and implementation measures. Chapter 8 identifies implementation and administration for this Specific Plan.*

1.2.2 CITY OF OXNARD ZONING CODE COMPLIANCE

A key function of the Specific Plan is to reduce the need for subsequent master planning and environmental review procedures as the project area is developed. The Specific Plan fixes the general layout and configuration of streets and defines the land uses allowed in the Specific Plan area. At the time of subdivision maps will precisely fix the boundary of the land uses, the location of streets, and the configuration of residential

lots. After adoption of the Specific Plan, either by ordinance or resolution, a Specific Plan supplements existing zoning regulations and has an effect similar to the local General Plan. For example, the California Subdivision Map Act requires the legislative body to deny approval of a tentative or final subdivision map if it is not in substantial conformance with the applicable specific plan. In addition, a development agreement between a municipal body and a developer/applicant cannot be approved unless the legislative body finds the agreement is consistent with the General Plan and any applicable specific plans.

1.3 PROJECT SITE LOCATION

1.3.1 PHYSICAL SETTING

The Teal Club Specific Plan area project site is located in the western portion of Oxnard; Ventura County, California. A majority of the site is currently outside of the City limits and will require annexation to the City of Oxnard. The plan area is surrounded by the City of Oxnard on three sides and a mix of existing development uses on the north, east, and south, with County agricultural uses to the west. The site is bounded by existing roads on all sides: Ventura Road to the east, Teal Club Road to the south, Patterson Road to the west, and Doris Avenue to the north. The Oxnard Airport is located immediately to the south of the project. The project site and surrounding land uses are shown on Figure 1-3.

The Teal Club Specific Plan project area is within the City of Oxnard Sphere of Influence and inside the Oxnard “City Urban Restriction Boundaries” (CURB) boundary of the City. As a result of this location the



FIGURE 1-1 REGIONAL LOCATION & CURB BOUNDARIES

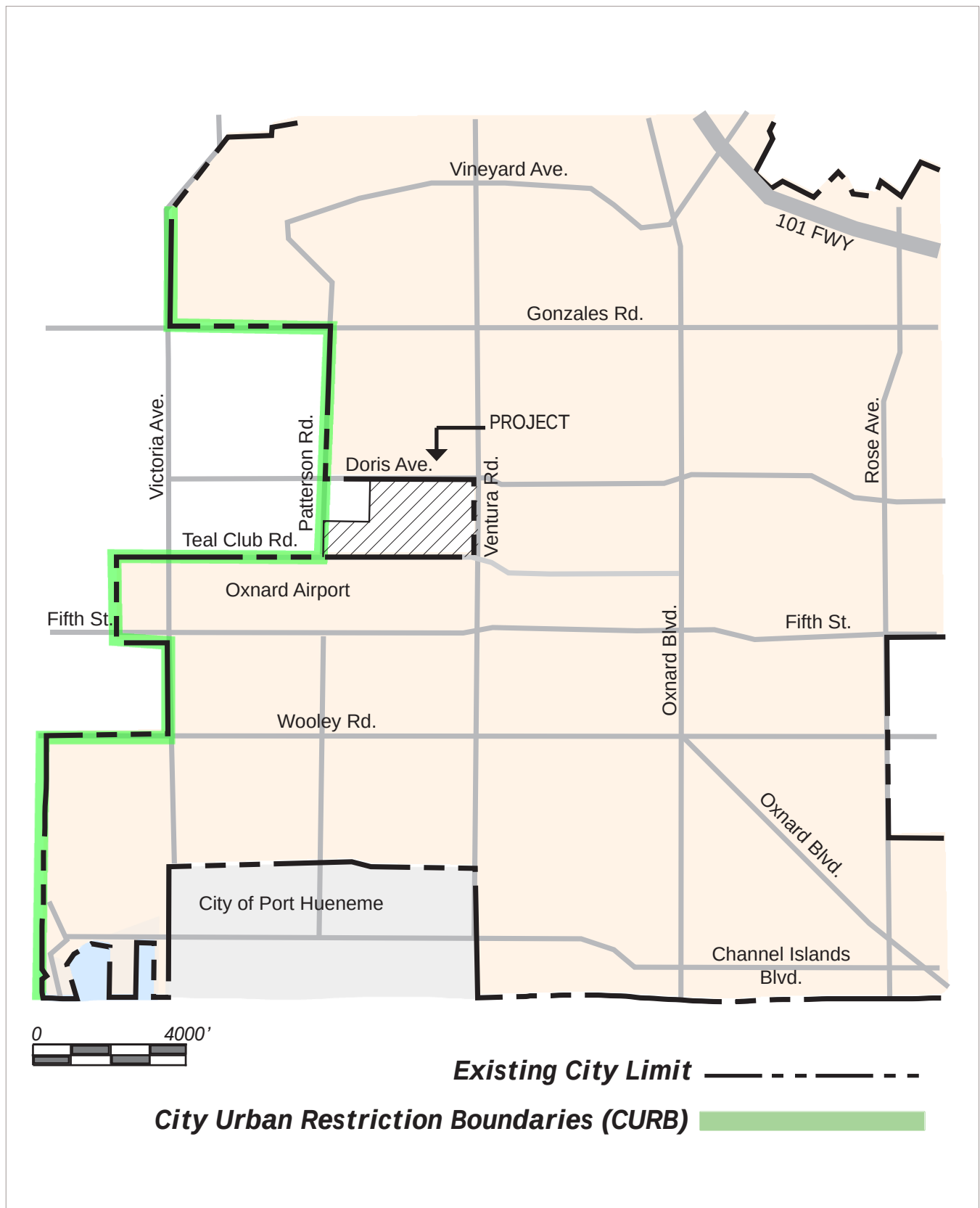
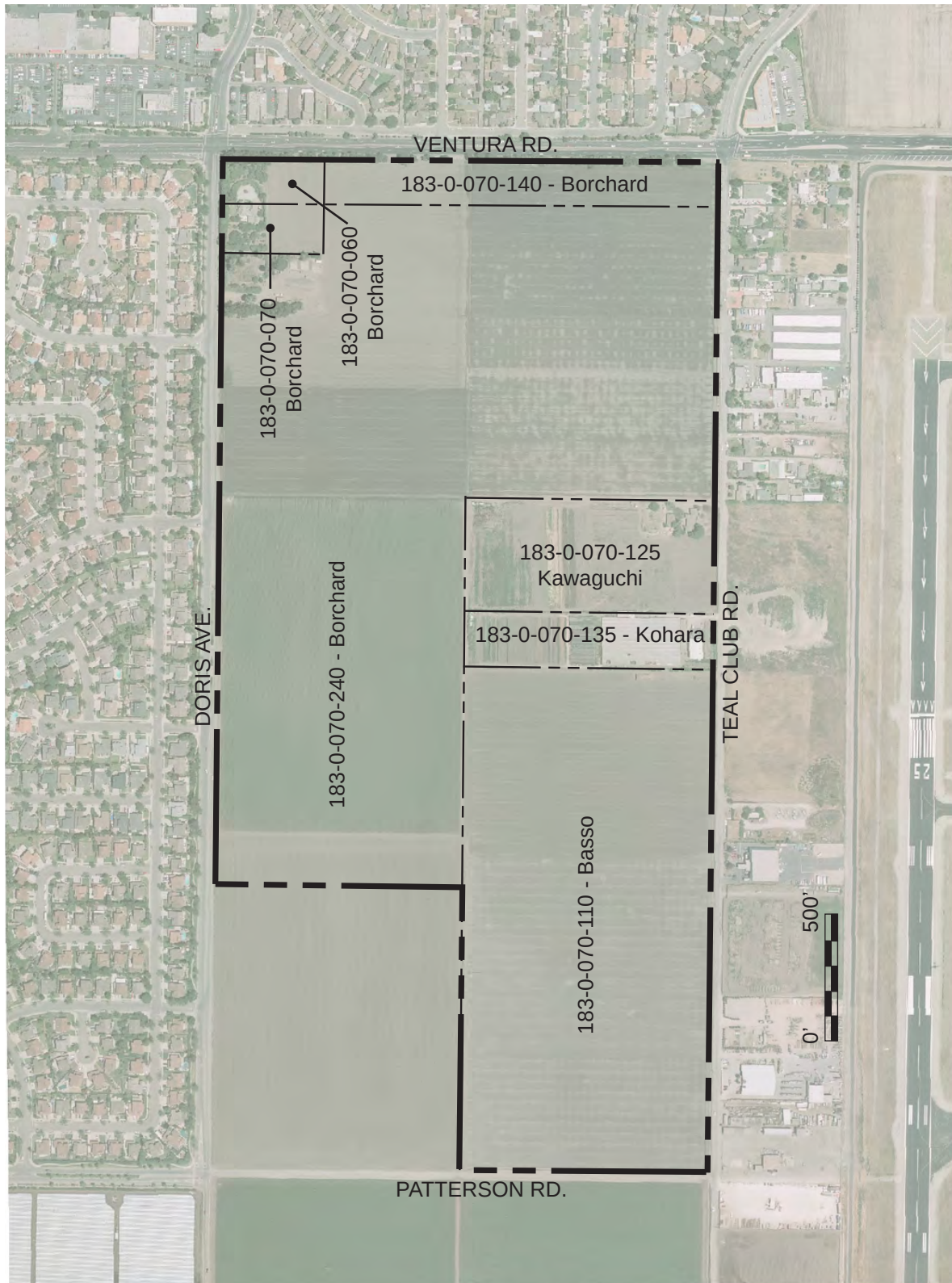




FIGURE 1-2 EXISTING SITE - ASSESSOR PARCELS



Specific Plan area is not within an area subject to either City of Oxnard or Ventura County “Save Open Space and Agricultural Resources” (SOAR) voter approval. The CURB boundary is shown on Figure 1-1.

1.3.2 EXISTING LAND USES & ON-SITE CHARACTERISTICS

The proposed project site encompasses seven parcels totaling 149.72 acres of land, including the following APN #'s (illustrated in Figure 1-2):

- 183-0-070-060;
- 183-0-070-070;
- 183-0-070-240;
- 183-0-070-110;
- 183-0-070-125;
- 183-0-070-135;
- 183-0-070-140.

The site’s topography is primarily flat and characterized by row crop areas with primary drainage trending from north to south.

Utilities

There are no existing public utilities within the Teal Club Specific Plan area. Along all

four streets that surround the plan area there are utilities and infra-structure that serve existing development within the City of Oxnard. The four streets are Teal Club Road on the south, Patterson Road on the west, Doris Avenue on the north, and Ventura Road on the east. Southern California Edison local service and/or distribution lines exist on Teal Club, Patterson, and Ventura Roads. Southern California Gas distribution lines are located in Teal Club Road, Doris Avenue, and Ventura Road. City of Oxnard water lines exist in Teal Club Road, Doris Avenue, and Ventura Road; a reclaimed water line is in Ventura Road. City of Oxnard sewer mains are located in Patterson and Ventura Roads. The only storm drainage facilities in the immediate area are varying depth agricultural open drains; the most substantial one is located on the north side of Teal Club Road.

Historical Use & Preservation

The majority of the Teal Club property has been used for commercial farming operations for the past 50 years or longer and is actively farmed today. Farming activities have historically included various row crops, citrus and avocado trees.

A farm house and related out-buildings are located near the northeast corner of the site and will be evaluated for historical significance through the Environmental Impact Report.

Biology

Due to many years of crop production, most of the ground surface has been

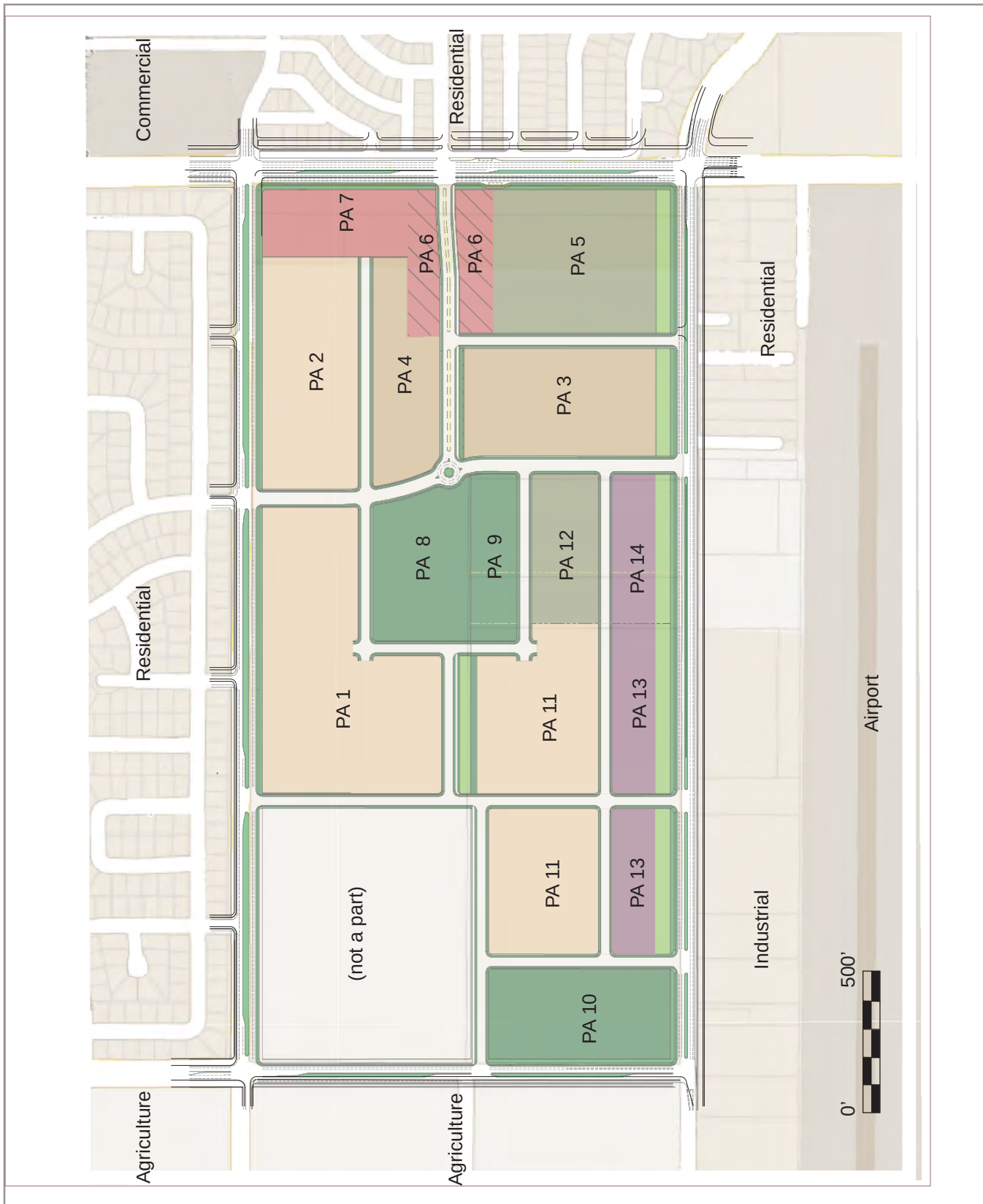


TEAL CLUB RD. LOOKING WEST





FIGURE 1-3 SURROUNDING LAND USES



PA 1 Detached Cluster

PA 2 Detached Cluster

PA 3 Townhome
Coronado Place

PA 4 Townhome

PA 5 Apartment /Condo

PA 6

PA 7

PA 8

PA 9

PA 10

PA 11 Attached Condo

PA 12 Apartment /Condo

PA 13

PA 14

PA 15

PA 16

PA 17

PA 18

PA 19

PA 20

PA 21

PA 22

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disturbed and very little native vegetation remains within the farmed areas. The site does not contain any suitable habitat areas or features other than the few ornamental trees located near existing structures and along Ventura Road.

1.4 PROJECT GOALS & OBJECTIVES

1.4.1 GOAL #1: CREATE A COMPREHENSIVE URBAN VILLAGE DEVELOPMENT PLAN FOR THE TEAL CLUB PROJECT AREA.

Objectives:

- Create an integrated land, transportation, and infrastructure plan that allows for a mix of residential, mixed-use and commercial development to minimize the need for short distance vehicle trips both within the project and within the City.
- Provide a balance and economic match, to the extent feasible, between on-site housing and nearby employment opportunities.
- Create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial and commercial uses within the project.
- Establish land uses that permit a range of housing opportunities with varying densities, types, styles, prices and tenancy characteristics including compliance with the 2030 General Plan Housing Element requirements.
- Adopt design guidelines and regulations to provide for consistent and orderly implementation of the plan.

1.4.2 GOAL #2: INTEGRATE THE NEW COMMUNITY WITHIN THE EXISTING NEIGHBORHOOD.

Objectives:

- Provide development and transitional land use patterns that do not conflict with surrounding land uses or neighborhoods.
- Avoid leapfrog development and accommodate projected growth in a location adjacent to existing infrastructure, urban services, existing circulation elements and community facilities.
- Establish development regulations to ensure residential neighborhoods are compatible with the surrounding area and all proposed land uses are properly integrated or buffered, as appropriate.
- Provide an adequate buffer between the project area and agricultural uses to the west on both an interim and permanent basis, as needed.
- Provide bike and trail linkages between the project area and existing facilities.
- Provide land for a potential fire station or sub-station, if determined necessary.



1.4.3 GOAL #3: CREATE A FISCALLY RESPONSIBLE COMMUNITY.

Objectives:

- Provide a mix of land uses that are financially independent, sustainable, and not a fiscal burden on the General Fund of the City of Oxnard.
- Ensure appropriate phasing and financing for community facilities including street and road improvements, water, urban runoff and flood control facilities and parks.
- Create neighborhoods with lasting value by setting high quality standards for residential and commercial land development and related public improvements.
- Development shall comply with the State of California's "Build it Green" standards.

1.5 SCOPE & FORMAT

The Teal Club Specific Plan is divided into the following chapters:

- Chapter 1 - Introduction: This section provides an overview of the project and describes the purpose and intent of the Specific Plan document.
- Chapter 2 - Sustainable Community: this section addresses how the Teal Club Specific Plan sets standards for addressing climate change and SB 375 compliance.
- Chapter 3 - Community Development: This section establishes the design objectives, guidelines and development standards associated with the project.
- Chapter 4 - Infrastructure and Community Services: This section identifies the on- and off-site necessary infrastructure that link the project to the surrounding city.
- Chapter 5 - Environmental Resources: Working in conjunction with Chapter 2 - Sustainable Community, this section provides information on the stewardship of additional environmental resources.
- Chapter 6 - Safety and Hazards: This section discusses the compatibility with adjacent uses and safety issues.
- Chapter 7 - Housing Section: This section establishes the Urban Village concept and affordable housing requirements of the project.
- Chapter 8 - Implementation: This section provides detailed information on the phasing plan, administration and Specific Plan processes.
- Chapter 9 - General Plan Consistency: This section identifies how the Specific Plan relates to, and is in conformance with, the applicable goals and objectives identified in the City of Oxnard General Plan.

2

SUSTAINABLE COMMUNITY

2.1 OVERVIEW

This chapter specifically focuses on issues relating to climate change and the implementation of SB 375. Consistent with the organization of the General Plan, additional sustainability issues are addressed in Chapter 5 - Environment Resources.

The Teal Club Specific Plan approaches sustainability as a holistic process. Sustainability begins with site selection, takes form through planning and construction and is completed with testing and monitoring. The Teal Club Specific Plan's sustainability goal is to create a "low impact" community that effectively balances resources and provides for long-term sustainability. Technologies are rapidly evolving and this plan does not intend to preclude new, efficient options to achieve sustainability.

2.2 LAND USE & TRANSPORTATION

The first step toward sustainability is site selection. The Teal Club site is ideally located adjacent to established infrastructure with convenient access to public transportation, schools, bike paths, major arterials, employment centers, and shopping. This location will help minimize vehicle miles traveled.

2.2.1 JOBS & HOUSING PROXIMITY

In addition to creating a balance of jobs and housing within and near the planning area, the Teal Club Specific Plan is located near major employment centers including Naval Base Ventura County, the Port of Hueneme and major commercial areas.

2.2.2 TRANSIT-ORIENTED DEVELOPMENT

The Teal Club Specific Plan is located directly adjacent to Ventura Road, a Gold Coast transit corridor, and will include an on-site public transit stop. Gold Coast provides direct service from the Teal Club Specific Plan area to major employment centers at the Esplanade, Naval Base Ventura County and Oxnard College, with connecting Gold Coast service throughout the city and connections to the Ventura County Transportation Commission (VCTC) Highway 101 Corridor route to Ventura, Camarillo and Thousand Oaks. The Oxnard Transportation Center is only 1.25 to 1.75 miles from the entire site via connecting bus service or pedestrian sidewalks and provides Metrolink and Amtrak service. East of the Specific Plan area the City of Oxnard Bicycle Facilities Master Plan map identifies existing Class II bike lanes on Doris Avenue and recommended Class II future bike lanes on Fifth Street, also providing access to the Oxnard Transportation Center.

2.2.3 INTEGRATED LAND USES

A variety of land use types are included within the Specific Plan including various residential densities, retail, commercial and open space uses. The uses are all interconnected with trails, sidewalks, and bikeways to minimize the number of vehicle miles traveled. Figure 4-11 illustrates the onsite Bike Path Circulation Plan.



2.2.4 DENSITY

The site's location on a transit corridor provides an opportunity for compact development with increased residential densities in appropriate locations near the transit stop.

2.3 ENERGY GENERATION & CONSERVATION

2.3.1 SOLAR ENERGY & TITLE 24

All newly constructed buildings within the Teal Club Specific Plan area shall be equipped with solar panels and meet all applicable State of California energy-conservation requirements of Title 24 at the time of issuance of building permits. All development within the Teal Club Specific Plan shall comply with the California Energy Commission rules and requirements applicable at the time of issuance of building permits.

2.3.2 BEYOND GREEN CODE

The intent of the Teal Club Specific Plan is to create a community that meets current sustainable building standards. To achieve this, it is required that all new construction receive "Greenpoint" ratings through the California "Build It Green" program or a similar program that quantifies and documents green building standards.

2.3.3 PEV CHARGING STATIONS

Detached residential units shall be wired to allow for charging plug-in electric vehicles. Multi-family and commercial buildings shall provide for shared PEV charging stations.

2.4 GHG MITIGATIONS

The primary greenhouse gas (GHG) mitigations are addressed in the compact, walkable design, proximity to public transit and requirements for "green" building practices of the Teal Club Specific Plan. Additional strategies to reduce GHG in the environment include:

2.4.1 URBAN FORESTRY

In addition to the aesthetic benefits to the community, planting trees has a number of beneficial results. Trees and vegetation temporarily sequester carbon dioxide and reduce other air pollutants. When strategically located, trees can also provide shading that reduces electrical use and minimizes potential heat island effects. The landscaping guidelines of the Teal Club Specific Plan, outlined in Section 3.7.7, encourage maximizing the number of trees selected for minimal maintenance and planted strategically for shade.

The neighborhood park, storm-water detention basins, agricultural buffers, vegetated swales and other landscaped areas will also be utilized for carbon sequestration.

2.4.2 OTHER GHG EMISSIONS

A number of additional strategies are included in the design and operation of the Teal Club Specific Plan to minimize GHG impacts and are quantified in the project EIR and Mitigation Monitoring Program.

Construction

During the construction phases of the project, exhaust emissions reductions will be required. These include the use of alternative fuel, electric equipment, diesel particulate filters, diesel oxidation catalysts, and new tier engines. Fugitive dust emissions reductions including construction site watering is required. The Teal Club Specific Plan EIR Mitigation Monitoring Program shall provide documentation of best practices to reduce emissions and impacts.

Architectural Coatings

Low volatile organic compound (VOC) coatings are required in all new construction.

Water

As discussed in the Infrastructure section of the Specific Plan, the potable water is sourced and treated locally, thereby reducing indirect GHGs. “Advanced Water Purification System” water will be delivered to the site through the City of Oxnard existing Ventura Road water lines and utilized throughout the project site.

Waste

Mandatory city recycling and green waste composting programs will be implemented throughout the project in compliance with City of Oxnard requirements throughout the life of the project.



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COMMUNITY DEVELOPMENT

3.1 PLANNING CONTEXT

The Teal Club Specific Plan site is one of the last major properties located within the City of Oxnard Sphere of Influence, established by the Ventura County Local Agency Formation Commission (LAFCO), and the City Urban Restriction Boundary (CURB) and has been designated for urban growth for many years. Figure 1-1 illustrates the CURB boundary and existing City of Oxnard boundary.

The Specific Plan land use conforms to the City's 2030 General Plan land use and density designation for the site. The City of Oxnard General Plan 2013-2021 Housing Element identifies the Teal Club Specific Plan site for development, and the 2021-2029 Draft Housing Element anticipates development of the Teal Club Specific Plan site. The State of California Department of Housing & Community Development (HCD) approved the 2013-2021 City of Oxnard Housing

Element with the inclusion of the Teal Club Specific Plan development. It is the only undeveloped site of its size within the Sphere of Influence and within the CURB boundary surrounded on three sides by industrial, residential and commercial land uses and adjacent to all municipal services. The site therefore provides an excellent location for a planned, orderly and efficient extension of existing urban development.

The Teal Club Specific Plan site is unique in that it is on an existing public transit corridor, adequately served by the City's existing sewer and water system and within walking distance of a variety of retail stores and support services. The city and county have an extensive agricultural land protection program that precludes local agencies from re-zoning the county's agricultural land without a public vote to allow land use changes to non-agricultural uses. When voters approved the city's Save Open Space and Agricultural Resources (SOAR) initiative in 1998, the Teal Club site was specifically located inside the urban growth boundary (CURB). The Ventura County SOAR initiative has been extended by voter approval to 2050. This county-wide land use policy continues the protection of agricultural resources and requires local planning agencies to consider how to best utilize the remaining infill properties to meet the housing needs of the coming decades. The Teal Club Specific Plan is intended to establish a land use plan that provides for future housing needs while being compatible with the existing surrounding land use and development patterns.

The project land Uses are listed in Table 3-1; the Land Use Plan is illustrated in Figure 3-1; A statistical summary of the land uses is provided in Table 3-2



3.2 LAND USE PLAN

The Teal Club Specific Plan envisions a pedestrian-oriented village that links to the existing adjacent community and provides for distinct residential neighborhoods serving as an Urban Village and containing a transit hub and a mix of commercial uses, employment centers, and public and recreation facilities. A ten-acre neighborhood park and a 7-plus acre park will serve new and existing neighborhoods. Public road improvements, shared HOA-maintained and operated private recreational facilities and an east-west internal multi-use public path are proposed.

The Oxnard School District has purchased an adjacent 25-acre parcel for the purpose of constructing K-8 school facilities. The school parcel is not a part of the Teal Club Specific Plan and has been evaluated under a separate EIR certified by the Oxnard School District.

Each residential neighborhood is planned to be within a half-mile radius of employment centers and/or neighborhood retail uses. All neighborhoods will be connected by pedestrian paths, bike lanes and/or easily-accessed neighborhood sidewalks. Class I and Class II bike routes are included within the Specific Plan area, and all perimeter streets will include Class I bike lanes, consistent with the City of Oxnard Bicycle & Pedestrian Master Plan.

The Specific Plan provides a variety of housing types and residential densities including both market-rate and income-restricted affordable housing within the plan area. For-sale housing will range from multi-family units to small lot, single-family homes on lots up to 3,500 square feet in size. The variety of housing types and densities will provide for a wide price range for multiple household types and incomes to meet a

portion of the future housing needs of the City of Oxnard.

The Urban Village concept envisions a highly visible, pedestrian-accessible central multi-use path to encourage walking and biking within the community. The Ventura Road frontage north of Beverly Drive will contain commercial and retail businesses. A mixed-use gateway is planned for the Beverly Drive entry area immediately west of Ventura Road. The retail center and mixed use area, containing a public plaza, will be within walking distance to all new residential neighborhoods and is adjacent to a main line transit stop for access to nearby employment centers such as the Esplanade, Naval Base Ventura County and Channel Islands Harbor. A business/research park on the south side of the project would provide another source of potentially “walkable” jobs within the planning area.

The centrally-located ten-acre neighborhood park is intended to be a gathering place and a healthy activity zone for the entire community. Concurrent with residential construction of Phase 1 of the Specific Plan the developers shall provide 6.5 acres of the ten-acre park and construct the Phase 1 park improvements as required by the Phase 1 Development Agreement.. Programming for this park will be determined by the Oxnard Recreation and Community Services Department prior to approval of Phase 1 development entitlements. Development of Phase 2 shall provide an additional 3.5 acres, with park completion as required by future Phase 2 project Conditions of Approval.

Programming in the ten-acre park will consist of both active recreation elements (game courts, game fields and tot lot/playground areas) and passive recreation elements (benches, sidewalks

**Table 3-1
Land Use Table**

Land Use	Maximum Density	TOTAL PLANNED			
		Acres (1)	Units (2)	Density	Bldg. Sq. Ft.
RESIDENTIAL USES & LAND USE CATEGORY:					
PA-1 Detached Cluster - Residential Low Medium	10 DU/Ac.	17.52	140	8 DU/Ac.	-
PA-2 Detached Cluster - Residential Low Medium	10 DU/Ac.	10.01	80	8 DU/Ac.	-
SUBTOTAL Detached Cluster Units	-	27.53	220	-	-
PA-3 Attached or Detached Townhome - Residential Medium	18 DU/Ac.	9.6	145	15 DU/Ac.	-
PA-4 Attached or Detached Townhome - Residential Medium	18 DU/Ac.	5.54	88	16 DU/Ac.	-
PA-5 Attached Apartment/Condo - Residential Medium High	30 DU/Ac.	10.57	240	23 DU/Ac.	-
PA-11 Attached or Detached Condo - Residential Low Medium	12 DU/Ac.	15.64	167	11 DU/Ac.	-
PA-12 Attached Apartment/Condo - Residential Medium High	30 DU/Ac.	4.43	100	23 DU/Ac.	-
Commercial/Mixed Use (Residential component)	-	0.00	30	-	-
SUBTOTAL Multi-Family	-	45.78	770	-	-
TOTAL RESIDENTIAL	-	73.31	990	-	-
PARKS & OPEN SPACE					
PA-8 Community Park - Phase 1 Portion	-	6.50	0	-	5,000
PA-9 Community Park - Phase 2 Portion	-	3.50	0	-	-
PA-10 Community Park - Phase 2	-	7.38	0	-	-
Beverly Dr. Greenbelt	-	0.38	0	-	-
SUBTOTAL Parks & Open Space	-	17.76	0	-	5,000
COMMERCIAL/MIXED USE					
PA-6 Commercial/Mixed Use - General Commercial	-	4.35	0	-	10,000
PA-7 Village Commercial - General Commercial	-	4.43	0	-	45,000
SUBTOTAL Commercial/Mixed Use	-	8.78	0	-	55,000
LIGHT INDUSTRIAL					
PA-13 Business Research Park	-	6.19	0	-	88,000
PA-14 Business Research Park	-	2.92	0	-	44,000
SUBTOTAL Light Industrial	-	9.11	0	-	132,000
ARTERIAL ROADWAYS					
Ventura Road	-	2.82	0	-	-
Doris Avenue	-	2.80	0	-	-
Patterson Road	-	0.30	0	-	-
Teal Club Road	-	7.20	0	-	-
SUBTOTAL Arterial Roadways	-	13.12	0	-	-
INTERIOR ROADWAYS & MISC.					
Interior Roadways show in Fig 2-1	-	22.18	0	-	-
Stormwater Treatment / Detention Basins	-	5.46	0	-	-
SUBTOTAL Interior Roadways & Misc.	-	27.64	0	-	-
TOTAL PROJECT	-	149.72	990	-	192,000

1. Land Use Acres shown in this table are Net Area, measured from the right-of way line of streets shown in the Teal Club Specific Plan "Precise Land Use Plan", Figure 2-1.
2. The number of units within any Residential land use area may be refined during the course of subsequent City review and approval, provided that the total number of units within the Specific Plan does not increase beyond that shown in this table, or unless subsequent approval includes a density bonus and additional CEQA review as applicable under State or local law.

FIGURE 3-1 LAND USE PLAN



Table 3-2
Land Use Statistical Summary

Land Use Description	Planning Area	Acres	DU	SF	% of Total Plan
Recreation/Open Space Uses:					
Neighborhood Parks	PA 8-10	17.38		5,000	
Greenbelt		.38			
<i>Recreation/Open Space Subtotal:</i>		17.76		5,000	11.9%
Developed Uses:					
Mixed-Use, Village Commercial	PA 6 & 7	8.78	30	55,000	
Business Research Park	PA 13 & 14	9.11		132,000	
Medium-High Density	PA 5 & 12	15.0	340		
Medium Density	PA 3 & 4	15.14	233		
Low-Medium Density Residential	PA 1,2 & 11	43.17	387		
<i>Developed Uses Subtotal:</i>		91.2	990		60.9%
Streets & Misc.:					
Arterial Roadways		13.12			
Interior Roadways		22.18			
Detention Basins/Detention Basins		5.46			
<i>Streets & Misc. Subtotal:</i>		40.76			27.2%
Project Total:		149.72	990	192,000	100.00%



and small-scale picnic areas). Parking is intended to be primarily along the perimeter of the park, in either parallel or angled parking stalls along the street, in order to maximize the usable park area. Maintenance of the neighborhood park shall be funded by a financing district formed by the developers of the Specific Plan and financed by all development within the Specific Plan as provided for in the project Development Agreement(s).

An additional 7.3 acre park is included in Phase 2 at the western edge of the Specific Plan, at the northeast quadrant of the intersection of Teal Club Road and Patterson Road. Programming for this park will be determined by the Oxnard Recreation and Community Services Department prior to approval of Phase 2 development entitlements. Concurrent with construction of Phase 2 of the Specific Plan the developers shall provide 7.3 acres of land with park completion as required by future Phase 2 development project Conditions of Approval.

Maintenance of the Phase 2 neighborhood parks shall be funded by a financing district formed by the developers of the Specific Plan and financed by all developments.

Additional private recreation and common area open space amenities, including seating areas, barbecues and picnic tables, shall be located within the Medium Density neighborhoods of the plan area. The Medium-High Density planning area shall include a pool, seating areas, barbecues and picnic tables for use by the residents of that planning area. Collectively these public and HOA-member private amenities will ensure that outdoor recreational opportunities are located within a quarter mile walking distance of all residential units via the public multi-use trail and sidewalk network.

**TABLE 3-3
ZONING**

LAND USE DESCRIPTION	ZONING	DENSITY (DU/AC)
Low-Medium Residential - Detached Cluster	R-2	7-12
Low-Medium Residential - Attached or Detached Cluster	R-2	7-12
Medium Residential - Attached & Condominium	R-3	12-18
Medium-High Density Residential - Apartment/Condo	R-4	18-30
Mixed-Use Commercial (1st Floor)	C-2	N/A
Mixed-Use Residential (2nd/3rd Floor)	C-2	12-18
Village Commercial & CPD Uses	CPD	N/A
Business Research Park	BRP	N/A
Park	C-R	N/A
Greenbelts & Open Space	C-R	N/A

3.3 PROPOSED ZONE CLASSIFICATIONS & INCLUSIONARY HOUSING

3.3.1 ZONE CLASSIFICATIONS

Table 3-3 defines zoning classifications proposed within the Specific Plan area. In categories where this plan does not establish or define standards, the standards of the City of Oxnard Zoning Ordinance shall apply. All uses within the zoning classifications of this Specific Plan shall be consistent with those allowed in Chapter 16 of the Oxnard Municipal Code. Special Use Permits shall be allowed as defined in Section 8 of this Specific Plan

3.3.2 INCLUSIONARY HOUSING

The Teal Club Specific Plan includes a range of housing types. Chapter 7 provides additional housing information. In accordance with the Housing Element of the City's General Plan and the Urban Village criteria, the Teal Club Specific Plan residential component will require that 15% of the total residential development is Affordable Housing for very low and lower-income workforce households (defined as Very Low and Low Income Households). Affordable Housing Agreements shall be executed and covenants recorded as necessary to insure that all Affordable Housing units within the Specific Plan remain affordable for a period of 55 years.

3.4 DEVELOPMENT STANDARDS

Table 3-4 defines the Development Standards for the Teal Club Specific Plan. An overall objective of this Specific Plan is to create a walkable neighborhood with highly visible

pedestrian connections in an open, visually pleasing setting. The Development Standards are established to provide objective standards governing development of each of the Planning Areas. The Development Standards ensure that each neighborhood is developed consistent with the Zone Classifications outlined in Section 3.3 and within the density range of development in each Planning Area. For each Zone Classification the Development Standards define the allowable building height, setback requirements and other standards to be met in site planning for each Planning Area.

Any deviations from these standards in the residential Zone Classifications shall require approval of a Residential Planned Development (RPD) Permit as defined in City of Oxnard Municipal Code Section 16-450. In the BRP and Commercial/Mixed Use areas a Development Design Review Permit is required for any deviations from these standards. The Setback Requirements of this Specific Plan shall be applied as the minimum requirements for projects within the Specific Plan, unless modified by an RPD Permit.

The City of Oxnard Municipal Code shall regulate development in the Teal Club Specific Plan, except as modified by the Specific Plan text, conditions, regulations and standards contained herein. In such cases where Teal Club Specific Plan text, conditions, regulations and standards conflict with those in sections contained in the City of Oxnard Municipal Code, the Teal Club Specific Plan text, conditions, regulations and standards shall apply.

3.5 DESIGN OVERVIEW

This section discusses and expands upon the development plan identified in Section 2. The design philosophy and objectives outline the



Urban Village design of the Teal Club Specific Plan area. The design guidelines establish concepts and the range of features to be considered in the design of future residential, commercial, mixed-use and industrial land uses. These guidelines can be implemented in a variety of ways and are written to provide architectural flexibility and encourage diversity in architecture.

3.6 DESIGN PHILOSOPHY & OBJECTIVES

The Teal Club Specific Plan seeks to create a new community that carefully integrates multiple land uses in a walkable setting. The entire plan area is linked together by the east /west multi-use trail, Class II bike lanes, and neighborhood sidewalks. The design incorporates Urban Village concepts with an emphasis on highly-visible pedestrian routes and the interconnection of residential neighborhoods, community-serving commercial uses, recreational opportunities, the adjacent Oxnard School District educational facilities and on-site public transportation access. The bike path circulation plan is illustrated in Figure 4-11.

The Teal Club Specific Plan encourages commercial spaces and residential neighborhoods with a strong sense of identity through planning and landscape architecture emphasizing the Mediterranean climate as well as architecture that complements the design character of Coastal California. To accomplish this, the design guidelines for the project draw heavily from neighborhoods having stood the test of time and known for their beauty and ambiance, particularly the Henry T. Oxnard Historic District in the nearby Wilson Neighborhood and the older coastal residential neighborhoods of Santa Barbara and Carpinteria, California.

3.6.1 PEDESTRIAN-ORIENTED DESIGN OBJECTIVES

The pedestrian-oriented design objectives play a significant part in defining this Specific Plan by facilitating direct connections between the individual residential neighborhoods, commercial and mixed-use, and business research developments. The design guidelines reinforce the Urban Village and small town image through the emphasis of architecture, landscaping, and hardscape elements at the pedestrian level.

The entire project site is interconnected by sidewalks along public streets, pedestrian and multi-use paths, and bike lanes on major public streets. Public plazas and gathering places in the residential and mixed-use areas are easily accessed by the pedestrian network to enhance the walking experience. A few minutes of walking will take residents and workers anywhere within the proposed project. A bus stop and shelter for the Gold Coast Transit Ventura Road route is located at the project entry intersection of Ventura Road and Beverly Drive. The pedestrian circulation plan is illustrated in Figure 3-2. For street design cross-section dimensions see Section 4.2, Figure 4-2 to Figure 4-10.

Various traffic calming methods shall be utilized in the planning area including “chokers” at local and collector street intersections with crosswalks, clearly defined to promote pedestrian movement between the neighborhoods. Roundabouts or traffic circles may be incorporated into local and collector streets and private drives to reduce traffic speeds, promote even traffic flows, and provide safe crossing locations for pedestrians. Landscape within the roundabouts aim to soften the visual impact of roadways and reduce the dominance of automobiles in the pedestrian context.

**Table 3-4
Development Standards Summary**

Zoning	R-2 Detached Cluster	R-2 Attached Condo	R-3	R-4	Mixed Use	C-2	BRP
Maximum Density	12	12	18	30	18	N/A	N/A
Maximum Height	30 ft. ¹	30 ft. ¹	45 ft. ¹	50 ft. ¹	45 ft. ¹	35 ft. ¹	35 ft.
Minimum Lot Area	2,500 sf	N/A	N/A	N/A	N/A	10,000 sf	20,000 sf
Minimum Lot Frontage	40 ft. ²	N/A	N/A	N/A	N/A	N/A	100 ft.
Minimum Lot Width	40 ft. ²	N/A	N/A	N/A	N/A	N/A	100 ft.
Minimum Lot Depth	50 ft. ²	N/A	N/A	N/A	100 ft.	N/A	100 ft.
Private Open Space	150 ft. ³	150 sf ³	100 sf ³	50 sf ³	50 sf ³	N/A	N/A

Note: Overall developed residential building footprint coverage of the Specific Plan cannot exceed 25% of the total residential area of the Specific Plan, calculated inclusive of streets, paved areas, parks, landscape, open space and private yards, in accordance with the Oxnard Airport Master Plan. Commercial and Industrial uses cannot exceed 50% building footprint coverage of the total Commercial and Industrial use areas.

Set-back Requirements⁵

Front Building	10 ft.	10 ft.	10 ft.	15 ft.	0 ft.	10 ft.	30 ft.
Front Porch	10 ft.	10 ft.	N/A	N/A	N/A	N/A	N/A
Garage	18 ft. ⁴	3 ft.	3 ft.	3 ft.	N/A	N/A	N/A
Side	5 ft.	5 ft.	5 ft.	5 ft./story	5 ft./story	5 ft.	Equal to bldg height
Rear	5 ft.	5 ft.	5 ft.	5 ft./story	5 ft./story	15 ft.	20 ft.
Front-to-Front	25 ft.	25 ft.	25 ft.	30 ft.	25 ft.	N/A	N/A
Patio Cover	5 ft.	5 ft.	5 ft.	N/A	5 ft.	N/A	N/A

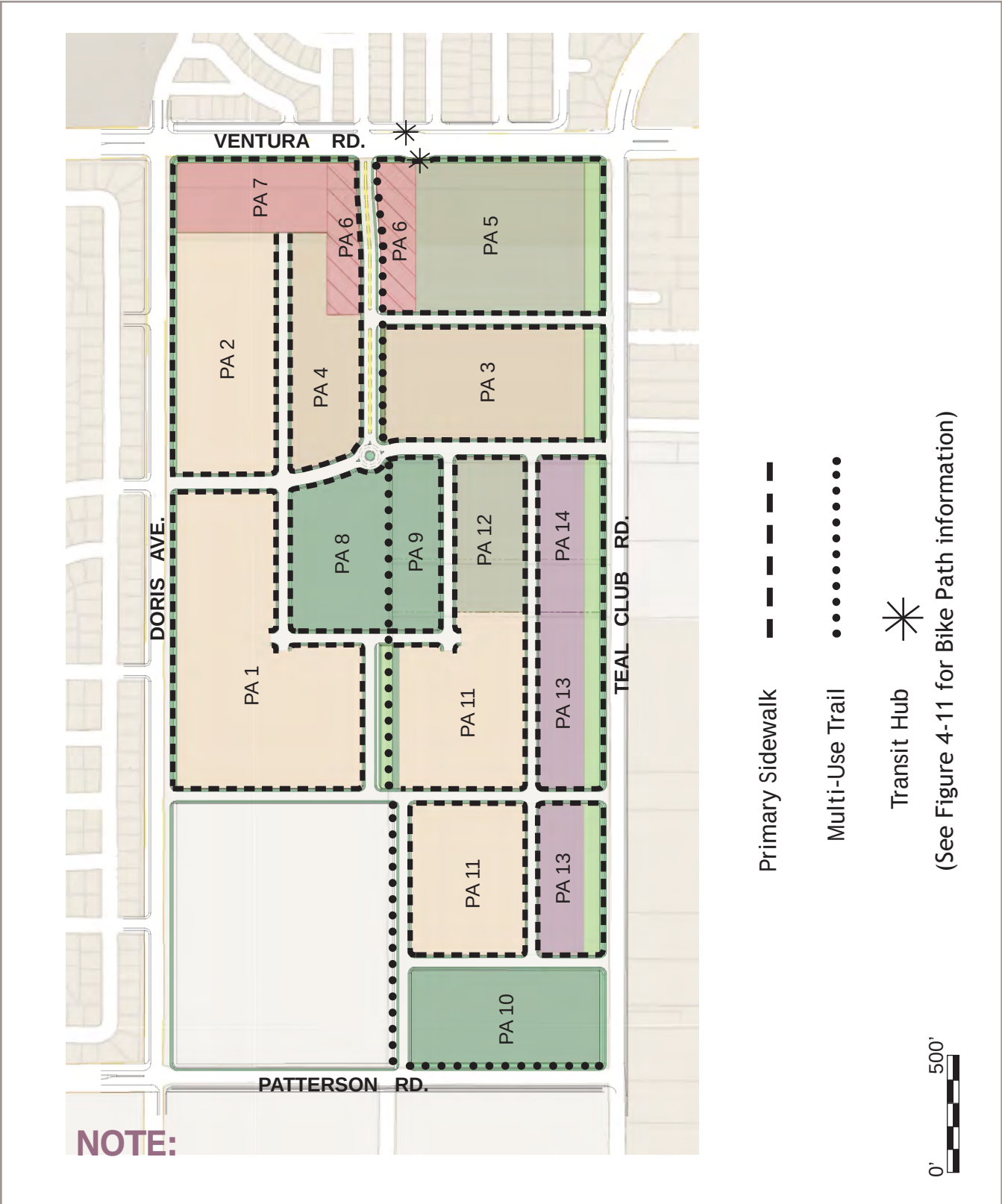
General Note: Allowed uses within all zoning classifications shall be consistent with those allowed or conditionally allowed by Chapter 16 of the City of Oxnard Municipal Code. All projects within the Specific Plan require Development Design Review. In addition, approval of a Special Use Permit shall be required for any conditionally allowed uses or any deviations from the Development Standards within the Specific Plan. Any deviations from the Residential Development Standards of this Specific Plan require approval of a Residential Planned Development (RPD) Permit as defined in City of Oxnard Municipal Code Division 12 Residential Planned Unit Developments. The Setback Requirements of this Specific Plan shall be applied as the minimum requirements for projects within the Specific Plan, unless modified by an Special Use Permit. Such conditions that concern numerical standards shall not increase or decrease by more than 25 percent the requirements that apply in the basic zone.

Footnotes:

1. Additional height allowed subject to approval of a Special Use Permit and conformance with FAA requirements.
2. Decreased dimension allowed subject to approval of a Special Use Permit.
3. Private Open Space defined as residential unit patio, porch and / or balcony with a six-foot by six-foot minimum dimension.
4. Garage set-back must be greater than the building set-back from street frontage property line.
5. Development within PA8 park area would be subject to C-2 Zone Standards.



FIGURE 3-2 PEDESTRIAN CIRCULATION



3.6.2 RESIDENTIAL DESIGN OBJECTIVES

The primary residential design objective is to use Urban Village design concepts and architecture to create effective and balanced pedestrian-oriented environments.

Residential uses make up approximately 50 percent of the Specific Plan area. Within the residential planning areas, three land use densities are allowed: Low-Medium, Medium, and Medium-High density. In accordance with the City's General Plan, these designations allow maximum densities of 12, 18, and 30 units per acre, respectively. Within each of these land use density neighborhoods, the design guidelines allow for several styles of architecture. The development guidelines for Low-Medium and Medium residential land uses require a minimum of three separate floor plans and four distinct exterior elevations for each neighborhood. These design variations promote visual and aesthetic interest within these residential communities. Medium-High residential land uses require that a single, uniform architectural style be implemented for each individual project; each project shall be architecturally distinct in this land use category. This approach will create a sense of unique identity and character for each multi-family attached development with the Specific Plan.

3.6.3 URBAN VILLAGE & MIXED-USE COMMERCIAL DESIGN OBJECTIVES

The primary urban village and mixed-use design objective is to ensure that the Specific Plan provides appropriately scaled commercial projects that serve the needs of full-time residents and daytime employees. In this context the term "mixed-use commercial"

applies to retail, office, and restaurant uses along Ventura Road and near the Ventura Road and Beverly Drive intersection. Diverse neighborhood retail uses and professional office space encourage a walkable "park once" strategy that further reduces dependency on automobiles within the project.

A central public plaza will serve as a community hub along Beverly Drive and will anchor the Urban Village. The plaza will be located westerly of the Ventura Road intersection to minimize roadway noise impacts. Buildings near the plaza shall activate the public realm by including outdoor dining and recreational activities to create a vibrant social and cultural character consistent with the Coastal California motif. The plaza area shall have a minimum dimension of 100' in any direction and include both fixed perimeter seating and a central multi-function area for neighborhood arts and cultural use. The public plaza will include an identity feature that will further define the space. A conceptual illustration for the plaza and typical proposed features are provided in Figure 3-3.

The mixed-use area will include creative, contemporary architectural references to "Traditional" or "Spanish Colonial Revival" building design as described in Section 3.7 of this Specific Plan. The buildings and garden spaces of this area shall be linked by sidewalks and landscaping that visually reduce the dominance of required parking within the site. Patios or courtyards shall be included within this area and clearly-defined pedestrian access throughout the mixed use area shall be provided. A portion of the commercial parking shall be provided in parking lots clustered away from public street view and with consideration for shared use by daytime and evening functions.



The mixed-use area may include residential units in either a vertical or horizontal mixed-use setting. The transition between land use types shall be emphasized by landscape and hardscape features that encourage interaction, yet provide adequate separation for all uses. Residential units shall include patios or private decks. Buildings in this area will not exceed three stories, in keeping with the moderate-intensity character of the site and the adjacent community.

3.6.4 BUSINESS RESEARCH PARK DESIGN OBJECTIVES

The Specific Plan proposes approximately 9.1 acres of land designated for business research park uses. These uses are located along the southern perimeter of the planning area and provide a buffer from industrial zoning and uses along the south side of Teal Club Road and the Oxnard Airport. This area will serve as an employment center and provide smaller, light industrial business spaces linked to the surrounding community by the sidewalk network and Class I & II bike lanes, both within the Specific Plan and on the perimeter streets.

The design objective of this business research area is to create a distinct sense of place and an extension of the walkable community context established throughout the rest of the Specific Plan area. Direct connection to bike lanes and easily accessible sidewalks encourage the interaction and creativity essential to a healthy workplace. Patios and small-scale open spaces shall be included within each industrial site at locations that encourage frequent use and allow for connection to the Specific Plan pedestrian and bike lane network. The design

consistency and attention to both landscape function and architectural form are intended to provide a clear identity for the industrial area while creating a valuable economic and job-creation resource for the City of Oxnard.

The land use ranges allowed for this area shall be consistent with the City of Oxnard Business Research Park (BRP) Zone Classification.

The architectural character of the business research area shall not be limited to the range of styles identified in the residential section of the Specific Plan, but shall allow for contemporary themes that can more effectively serve the needs and express the identities of the anticipated users.

The business research buildings shall incorporate both passive and active energy-saving technologies and design. Photovoltaic Solar Panels shall be required within this planning area. Buildings are to be located near the Teal Club Road frontage and a minimum of 40 percent of tenant parking is to be clustered in parking areas away from major public street view to the extent practical in site design. Up to 60 percent of required parking shall be allowed between Teal Club Road and the building frontage in private parking lots. Outdoor storage is not allowed with the BRP zone. Loading areas and other service functions shall be effectively screened from public view to enhance the visual character of the area. A 20-foot wide landscape buffer and 8-foot high slumpstone block wall separating the residential street from the BRP area shall be incorporated in to the site design as shown in Figure 3-4. Buildings in the BRP zone shall not exceed 35' in total height, including required mechanical equipment screening and are subject to any additional Oxnard Airport height and lighting limitations.

FIGURE 3-3 CENTRAL PUBLIC PLAZA



FIGURE 3-3 CENTRAL PUBLIC PLAZA

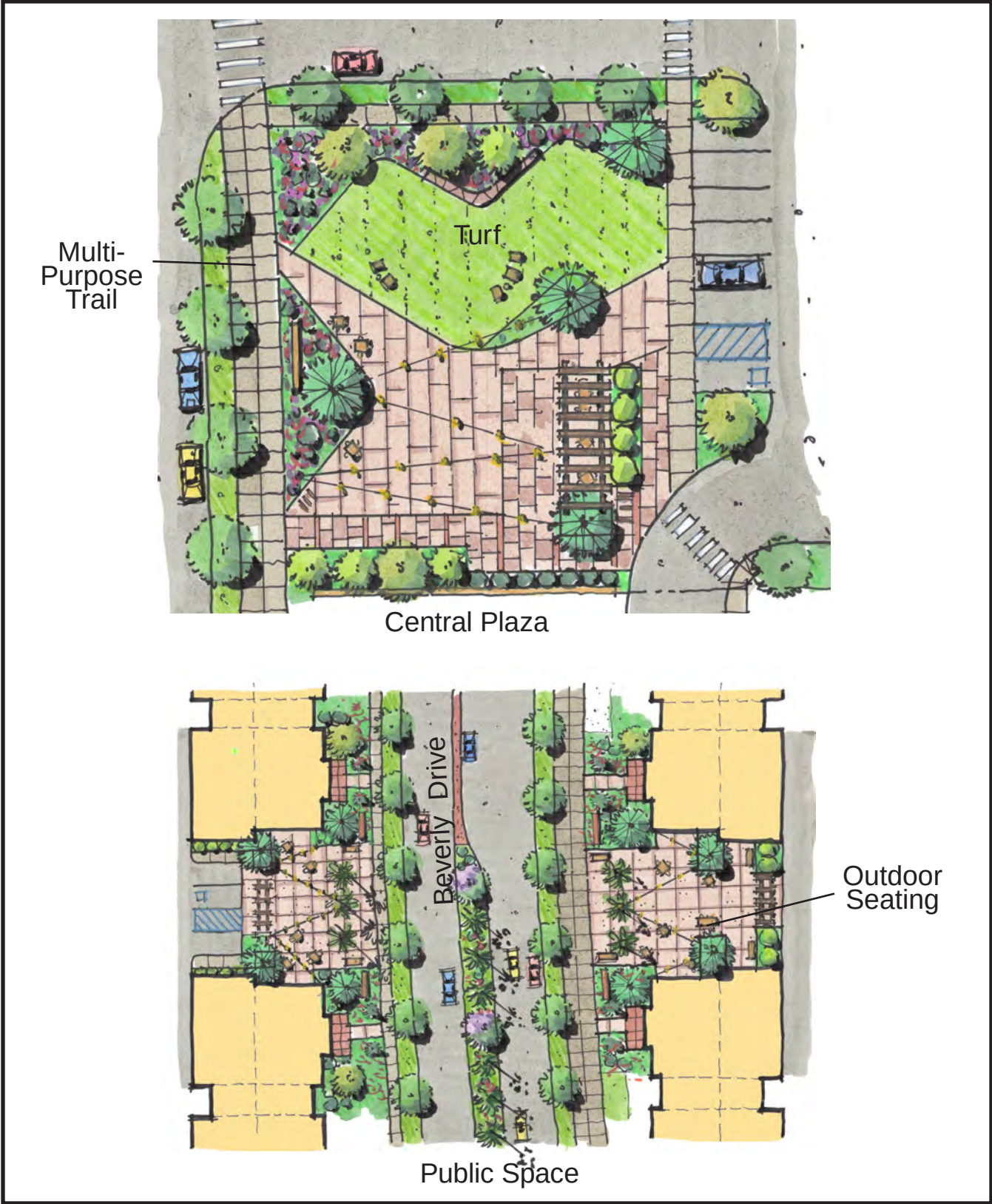
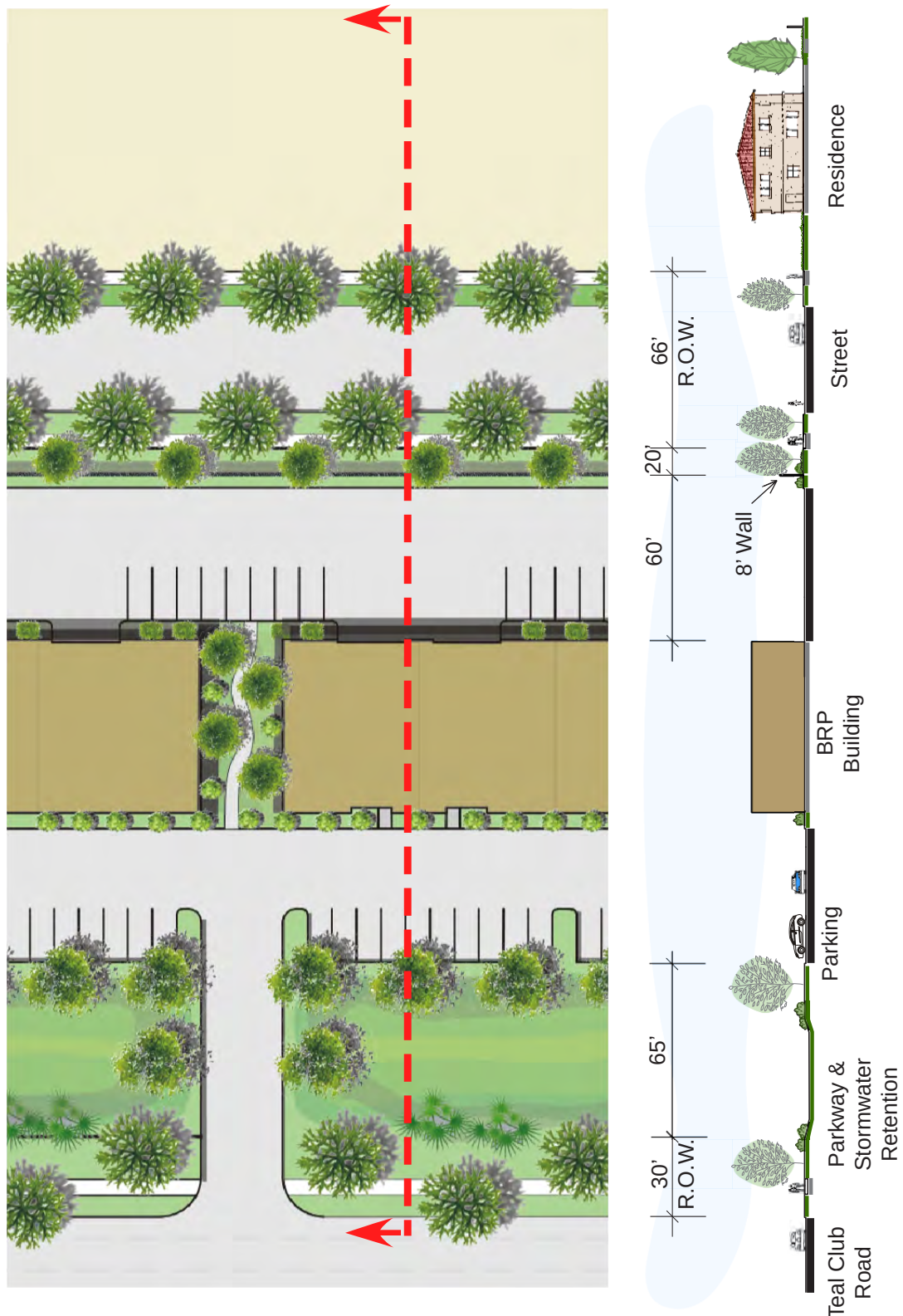


FIGURE 3-4 BRP LANDSCAPE BUFFER





3.6.5 OPEN SPACE DESIGN OBJECTIVES

The design objective of the Specific Plan open space areas is to ensure an integrated plan addressing recreational and aesthetic issues. All run-off from the project will be captured and treated to the standards of the Environmental Protection Agency and Regional Water Quality Control Board through a series of bio-swales, filtration ponds, and other vegetated treatment systems. Plant materials selected for the drainage network shall consist of native species and selected adaptive plant materials appropriate for both habitat and visual enhancement for either upland, transitional, or wetland locations. Approximately 5.4 acres of Stormwater Treatment and Detention Basins are proposed within the overall Specific Plan area.

Additional open space within the plan area includes approximately 17.7 acres of parks and greenbelts. These sites are intended to provide for the recreational needs of the residents of the plan area in an interconnected network of paths, trails, and sidewalks.

The neighborhood park and recreation facilities shall be designed and programmed in cooperation with the Oxnard Recreation and Community Services Department to ensure that the widest possible range of neighborhood-compatible outdoor activities are provided within the planning area.

3.7 DESIGN GUIDELINES

3.7.1 ARCHITECTURAL STYLES

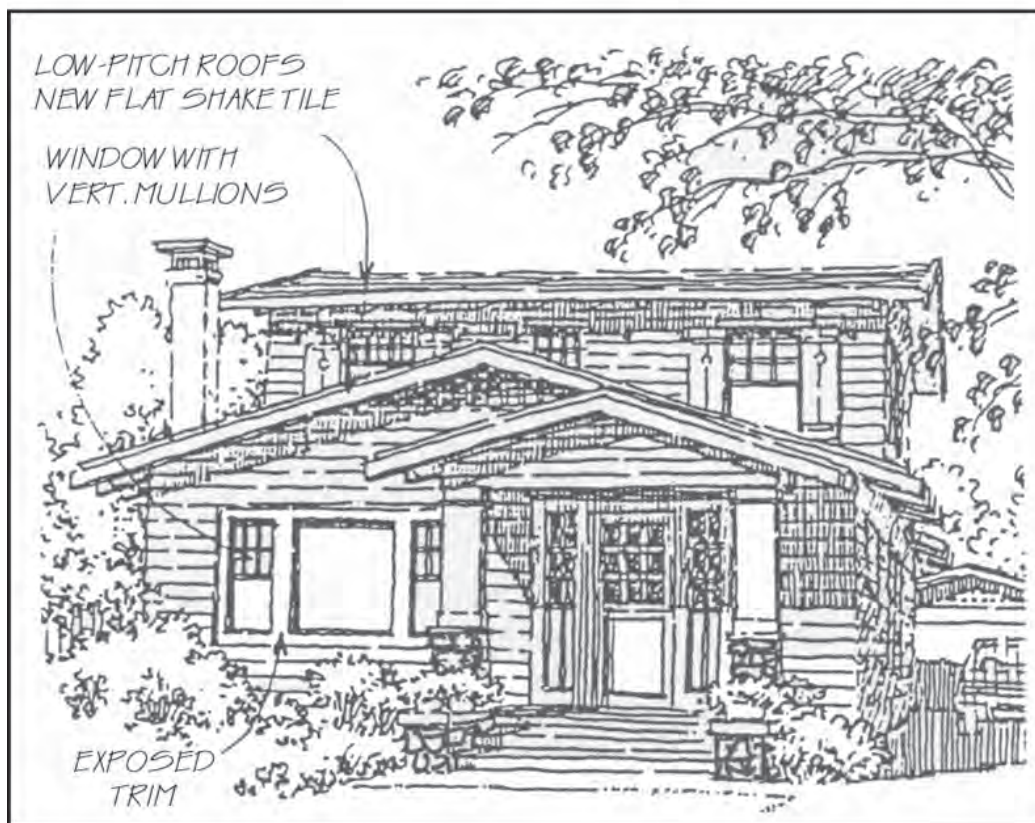
This section provides the overall design guidelines for residential and other land uses within this Specific Plan area. Architecture is a key component of the appearance of the Specific Plan area. The design guidelines outlined in the following sections provide general design criteria and promote visual compatibility while allowing for individuality and architectural diversity. Four architectural styles form the basis for these design guidelines: Craftsman, Traditional, Spanish Colonial Revival, and Monterey (see Figures 3.5-3.8). Creative, contemporary interpretation of these styles is strongly encouraged. All homes shall provide solar panels and be pre-wired to accommodate electric vehicle plug-in portals.

The architectural styles chosen have remained popular over time and are consistent with the prevailing history and design character of the region and the nearby Oxnard Historic District. They are intended to provide direction to the architect, while allowing latitude in the interpretation of the style. The styles represented are not intended to be prescriptive, but are intended to provide inspiration and encouragement. Additional architectural styles may be considered, subject to approval by the Development Services Director. Contemporary themed architectural styles are recommended in the Specific Plan Business Research use planning areas.

Craftsman - Figure 3-5

Unique characteristics of the Craftsman style include rustic texture of building materials, broad overhangs with exposed rafter tails at the eaves, and often extensive pergolas and trellises over large porches at the lower level. Roofs are low-pitched and gabled with wide unenclosed eave overhangs. Windows are often combined into horizontal groupings and are surrounded by wide and carefully detailed wood or other appropriate trim.

Elements	Description
<i>Roof</i>	☐ One and three-story structures (four-story allowed in Medium-High Density). ☐ Low-pitched gable roofs with wide unenclosed eave overhangs. ☐ Multiple roof planes. ☐ Decorative beams or braces under gable. ☐ Exposed, profiled rafter tails or fascia board set eaves, and simple wide bargeboards with trim at rakes (no stucco soffits). ☐ Flat concrete or slate tile roofs.
<i>Windows</i>	☐ Vertical and square windows combined into horizontal groupings. ☐ Divided lites in upper sashes of single- or double-hung windows. ☐ Surrounded by wide and carefully detailed wood or other appropriate trim. ☐ Window dormers with gable or shed roof.
<i>Wall Materials</i>	☐ Wide, horizontal wood siding or smooth stucco. ☐ Frequent use of natural or simulated cobblestone and river rock. ☐ Occasional use of brick at base of wall or porch. ☐ Rubble stone faux chimneys. ☐ Use of natural materials such as redwood, tile, and stone. ☐ Exposed wooden balconies. ☐ Trellis porch or porte-cochere.
<i>Architectural Elements</i>	☐ Tapered wood posts set on rectangular or tapered masonry piers. ☐ Exposed wood beams and brackets, profiled at the ends. ☐ Extensive use of gabled porches. ☐ Band sawed and pierced ornamentation in the wood railings.
<i>Colors</i>	☐ Brown rich contrasting accents. ☐ Lighter whites, grays, flat blues, earthy greens, and yellows.

Craftsman - Figure 3-5

Traditional - Figure 3-6

Unique features of the Traditional style draw on forms and details from the early ancestral homes along the Atlantic seaboard of Colonial America. Creative touches of wood and horizontal siding define the Traditional style, which is identified by simple one and two story rectangular boxes with a primary front to back side-gabled roof. Hip roofs tend to occur at the first story roof lines associated with porch elements.

Elements	Description
<i>Roof</i>	❑ One- or two-story except as deemed appropriate to specific design. ❑ Flat concrete tile or composition shingle tile . ❑ Roof pitches are steeper normally ranging from 5:12 to 7:12. First story porch roofs can have lower pitches of 3:12 to 4:12. ❑ Overhangs are typically shallow; 6” – 12” rakes with 12’ – 18” eaves, sometimes with the use of double trim fascia/barge boards.
<i>Windows</i>	❑ Single hung rectangular multi-paned windows frequently arranged in pairs or stacked at first and second floors. ❑ Bay windows. ❑ Typically louvered shutters at primary windows – sized to match window openings.
<i>Wall Materials</i>	❑ Stucco. ❑ Both horizontal and vertical accent siding is used – board and batten, clapboard and lap siding. ❑ Brick or stone is used mostly as a wainscot at the first story or on built-up column/post bases.
<i>Architectural Elements</i>	❑ Accentuated front entry door with pediment and columns or covered front porch. ❑ Decorative vents or trusses at gable ends. ❑ Wood columns/posts and railing with vertical pickets. ❑ Simple garage doors. ❑ Occasional use of dormer windows. ❑ Wood outlookers.
<i>Colors</i>	❑ White or a variety of brighter, bolder theme colors. ❑ Typically white/off white trim and fascia/barge board. ❑ Body siding colors should match the stucco color, however areas of accent siding should be contrasting darker shades or white. ❑ Deeper, darker shutter and accent colors.



Traditional - Figure 3-6



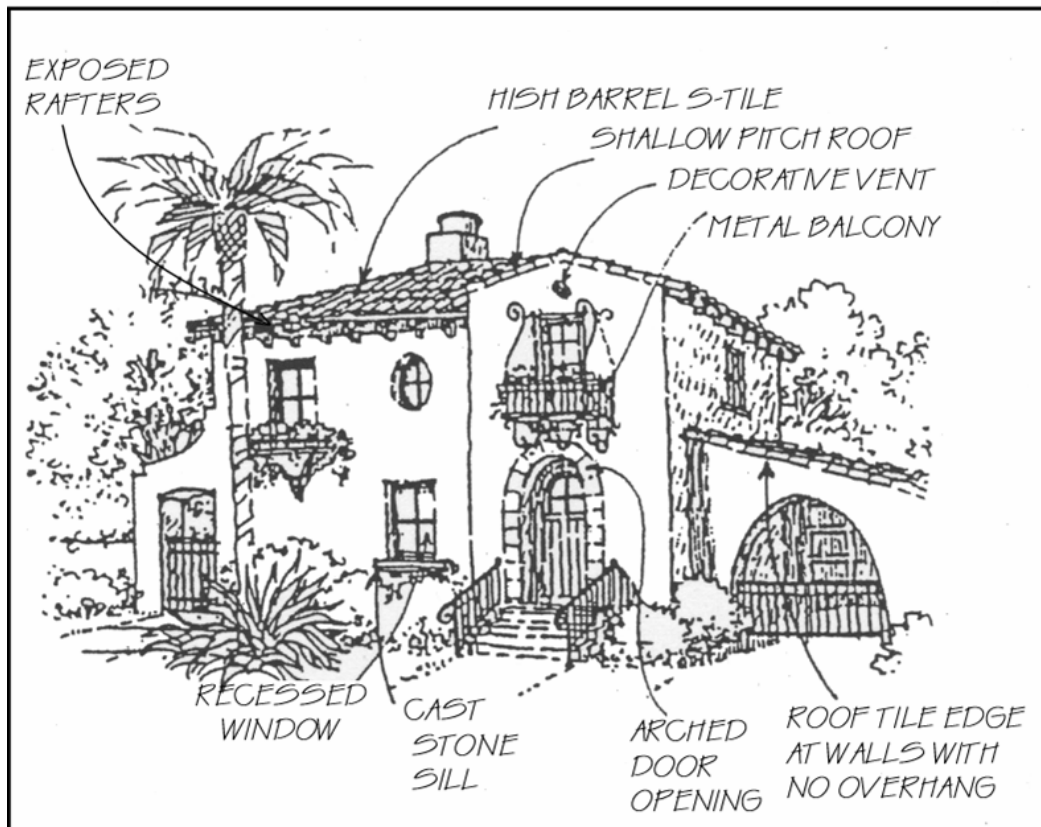
Spanish Colonial Revival - Figure 3-7

Unique features of the Spanish Colonial Revival style include red tile hipped roofs, ornamental ironwork over windows or on balconies, arcaded porches, ornate low-relief carvings highlighting arches, columns, window surrounds, and parapets. Stone or brick exterior walls often are left exposed or finished in plaster. Windows can be either straight or arched.

Elements	Description
<i>Roofs</i>	☐ One and three-story structures (four-story allowed in Medium-High Density). ☐ Low-pitched gabled roof with little or no overhang. ☐ Simple hip, gable, and shed forms. ☐ Exposed rafter tails or profiled cornice at eaves. ☐ No overhang at gables, with tile wrapped over face of wall, with or without profiled cornice and/or stucco soffits. ☐ High barrel concrete “S” tile in red colors, or two-piece/high-profile “S” clay tile.
<i>Windows</i>	☐ Recessed feature windows at façades. ☐ Flat, arched, segmental, or half round window heads. ☐ No trim typically at heads or jambs of typical openings. ☐ Stone or simulated cast stone, pre-cast concrete or stucco over foam at accent openings, or at sills of typical openings.
<i>Wall Materials</i>	☐ Smooth finish stucco (no rougher than sand or light lace finish). ☐ Cut or simulated stone accents. ☐ Clay or polyurethane/foam material made to faithfully simulated clay pipe scuppers and vents. ☐ Shutters at windows accent windows.
<i>Architectural Elements</i>	☐ Heavy exposed beams. ☐ Iron, steel bar block simulating wrought iron, or wood balconies and rails. ☐ Masonry, stucco, or wood column and balustrades. ☐ Arcades and trellises. ☐ Decorative tile insets; decorative wrought iron railings, window treatments, or balconies. ☐ Low stucco wall at frontage, enclosing forecourt.
<i>Colors</i>	☐ White and off-white walls. ☐ Dark brown wood. ☐ Vibrant paint and tile accents.



Spanish Colonial Revival - Figure 3-7



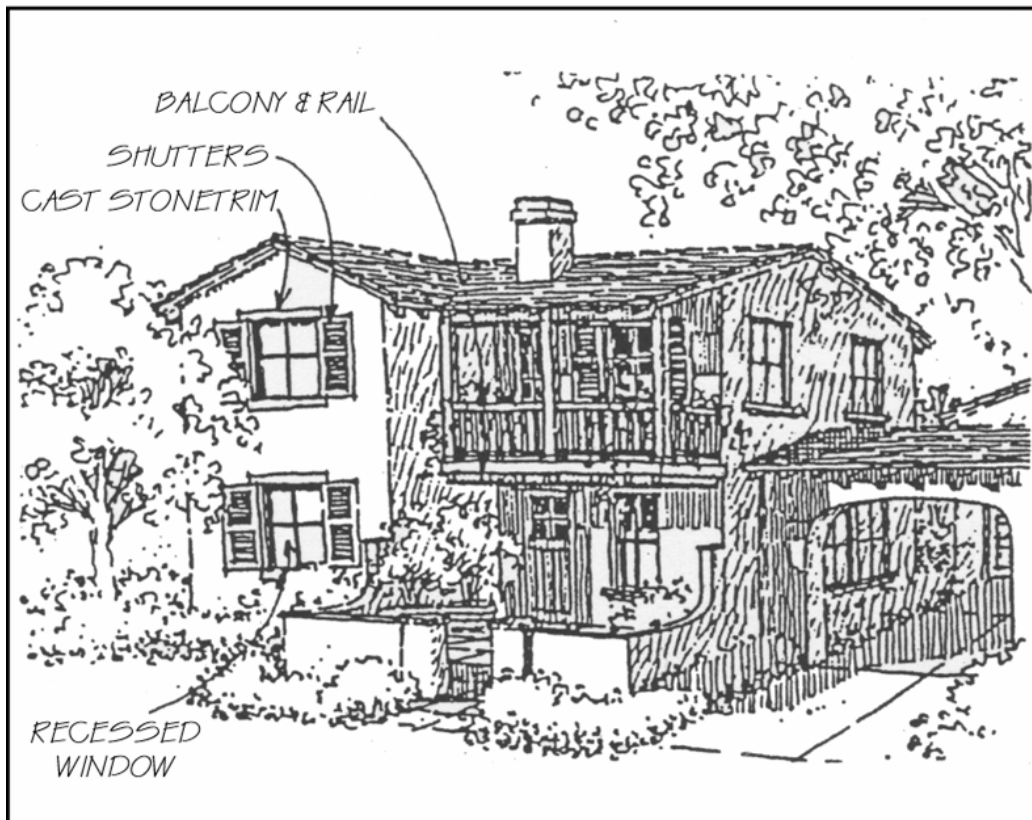
Monterey - Figure 3-8

Unique characteristics of the Monterey style include low-pitched roofs with flat concrete tile, usually in tones of browns and brownish terra cotta. The Monterey typically has a prominent second floor covered wood balcony or covered front porch at the façade. Wall surfaces are always stucco and the forms are usually asymmetrical.

Elements	Description
<i>Roofs</i>	☐ One and three-story structures (four-story allowed in Medium-High Density). ☐ Low-pitched gabled roof with little or no overhang. ☐ Simple hip, gable, and shed forms. ☐ Exposed rafter tails or profiled cornice at eaves. ☐ No overhang at gables, with tile wrapped over face of wall, with or without profiled cornice and/or stucco soffits. ☐ High barrel concrete “S” tile in red colors, or two-piece/high-profile “S” clay tile.
<i>Windows</i>	☐ Recessed feature windows at façades. ☐ Flat, arched, segmental, or half round window heads. ☐ No trim typically at heads or jambs of typical openings. ☐ Stone or simulated cast stone, pre-cast concrete or stucco over foam at accent openings, or at sills of typical openings.
<i>Wall Materials</i>	☐ Smooth finish stucco (no rougher than sand or light lace finish). ☐ Cut or simulated stone accents. ☐ Clay or polyurethane/foam material made to faithfully simulated clay pipe scuppers and vents. ☐ Shutters at windows accent windows.
<i>Architectural Elements</i>	☐ Heavy exposed beams. ☐ Iron, steel bar block simulating wrought iron, or wood balconies and rails. ☐ Masonry, stucco, or wood column and balustrades. ☐ Arcades and trellises. ☐ Decorative tile insets; decorative wrought iron railings, window treatments, or balconies. ☐ Low stucco wall at frontage, enclosing forecourt.



Monterey - Figure 3-8



3.7.2 RESIDENTIAL DEVELOPMENT

Residential uses include various densities ranging from R-2 (maximum 7 to 12 dwelling units per acre), to R-3 (maximum 12 to 18 dwelling units per acre), to R-4 (18 to 30 units per acre). A fundamental planning principle of this Specific Plan is to incorporate a range of development densities located within close proximity. Higher densities will be designed as clustered neighborhoods, with resident parking and automobile access from an interior parking court which is accessed off of secondary streets. This design reduces the number of curb cuts and automobile activity on the main streets, improving automobile circulation and maintaining pedestrian friendly activity. These higher density clusters will be located along the main circulation arteries or near employment centers and retail services. Less dense residential development will be oriented away from the commercial and automobile activity. This type of clustered neighborhood design with access and orientation to the street is

consistent with the Traditional Neighborhood Design Concept proposed for this Specific Plan.

The following Design Guidelines for this Specific Plan are consistent with both the City of Oxnard Zoning Code and the recommended architectural styles.

General Design Guidelines for Residential Uses

The following guidelines apply to all residential development within the Teal Club Specific Plan area.

Residential	General Design Guidelines for Residential Uses	Table 3-4
<i>Site Planning</i>	□ Orientation of buildings to the street is a fundamental objective of this Specific Plan. In multi-family residential areas, one of the prevalent features shall be an attractive internal pedestrian-oriented circulation system. □ Street configuration is designed to maintain the majority of automobile traffic on main circulation arteries and limit the volume of automobile traffic on secondary streets. □ Neighborhood design along main travel arteries should be clustered with interior parking courts, which access off of secondary streets, thus limiting the number and frequency of curb cuts along the main street. □ Parking shall be provided for permitted uses in accordance with the provisions of the Zoning Code. Required parking for residences shall be located and designed in conformance with the development standards and the design guidelines.	



Residential	General Design Guidelines for Residential Uses	Table 3-4 continued
<i>Architectural Details</i>	□ These guidelines define a range of materials, elements, and details required for residential units and site improvements within the Specific Plan area and apply to all architectural styles recommended for residential land uses (see Section 3.7.1 for recommended architectural styles).	
<i>Roofs and Massing</i>	□ Allowable building forms shall be three-and four story for Medium-High, two-and three story massing for Medium Density residential and two-story for the Low-Medium density residential to be accompanied by taller appropriate details, as appropriate for the particular architectural style. □ Overhanging eaves should be finished with exposed rafter tails or a cornice, as appropriate for the selected architectural style. The minimum dimension of exposed rafter tails should be three inches. □ Skylights should be flat (non-bubble) only. □ Gutters should be painted galvanized steel or painted aluminum. Allowed gutter shapes are half round and ogee. □ Roofing materials should be concrete barrel or flat tile or high-quality composite materials. □ The roofing material for each house or building should be consistent with the selected architectural style, as specified in the architectural styles (Section 3.7.1) of these guidelines.	
<i>Doors and Windows</i>	□ Exterior doors and windows should be made of wood, vinyl clad wood, vinyl, or metal. □ Window glass should be clear glass with not more than 10 percent daylight reduction (tinting), and should not be reflective (mirrored). □ Windows may have the following accessories: shutters sized to match the openings, canvas awnings appropriate to the architectural style, and planter boxes supported by visible and decorative brackets.	

Residential	General Design Guidelines for Residential Uses Table 3-4 continued
<i>Doors and Windows (cont.)</i>	□ Windows and doors may be trimmed in painted wood, brick, stone, or cast stone. □ Windows may be single-hung, double-hung, hinged casement, or slider. Windows on main façades should be consistent with the selected architectural style. □ Façades adjacent to or visible from the street should be fenestrated with windows and doors, identifying a principal entry to the building where practical.
<i>Walls and Fences</i>	□ Building walls should be made of or finished in smooth or sand finish stucco, painted wood siding, brick, stone, or approved composite materials faithfully simulating these natural materials appropriate to the architectural style. □ Perimeter garden walls should be made of concrete sand - colored slump masonry material. □ Painted wood picket fences are allowed at the frontages of lots in the Low-Medium residential areas as long as they match the architectural style of the main structure. These fences should be a maximum of 36 inches in height and all fences shall be set back at least three feet from back of sidewalk with landscape between the sidewalk and fence. □ Rear yard walls visible from a street should be made of sand-colored slump block masonry. Interior yard walls and gates may be vinyl. □ Such walls should be no more than six feet in height, except where noise sources or adjacent grade differences require higher walls.
<i>Mechanical and Electrical Equipment</i>	□ All mechanical and electrical equipment—including but not limited to air-conditioning units and antennas—whether roof-mounted, ground-mounted, or otherwise, should be screened from street view with construction materials and a design that is consistent with the architectural style of the main structure. An exception shall be made for flat roof-mounted solar panels.
<i>Colors</i>	□ Roofs: Fireproof Materials appropriate to the architecture style of the main structure in color and texture. □ Walls: Natural materials or composite materials faithfully replicating the color and texture of the natural material, appropriate to the architectural style of the main structure. □ Accents: Traditional and historically correct colors to complement the selected architectural style.



R-2 Density Residential Guidelines

This residential density creates a moderate intensity development and provides for residential development of 7-12 units per acre in the form of two-story buildings, courtyard housing, condominiums, townhouses or detached two-story single-family houses. Buildings are to be designed in a manner that orients the main façades to the adjacent street and takes advantage of the associated circulation system. On-site parking shall be located primarily in street-facing or clustered garages. On-street parking shall be encouraged through site design. Minimal front yard setbacks will be used along main circulation arteries. Private outdoor space in the form of balconies, patios, and porches is required. Buildings should have definitive entries and should function to reduce the physical scale of the buildings through the use of pedestrian scale design elements. Development standards specified within the Development Standards (Table 3-4) of this Specific Plan shall be utilized. Additionally, the following Development Guidelines shall apply.



Residential	R-2 Density Development Guidelines	Table 3-5
	❑ Two-story maximum building height of 30 feet, or up to 35 feet with an approved Residential Planned Development Permit (RPD). ❑ A minimum of three variations of floor plans and three distinct exterior elevations shall be required. ❑ Lot sizes shall be per the Teal Club Specific Plan (Table 3-4). ❑ Front yard setbacks to porches or building shall be a minimum of 10 feet from adjacent street right of way, with a 2-foot minimum front setback variation between adjacent residences. ❑ Side and rear setbacks shall be a minimum of five feet, subject to site plan approval. ❑ Parking garages shall not be oriented to the adjacent arterial or collector street and shall be accessed through a private drive aisle or parking court where feasible. Garages facing local streets shall be set back further than the porch or main structure. ❑ The minimum parking requirements shall be per the City of Oxnard Zoning Ordinance. Of the spaces required, only guest parking spaces are allowed as “on-street” parking. ❑ Craftsman, Traditional, Spanish Colonial Revival, and Monterey architectural styles and contemporary interpretations are appropriate for Low-Medium Density Development. Trash receptacles, electrical transformers, and other service elements shall be located in areas where parking is permitted and shall be screened from public view within the allowable standards of public utility agency requirements. ❑ All mechanical and electrical equipment—including but not limited to air-conditioning units, and antennas—whether roof-mounted, ground-mounted, or otherwise, shall be screened from public view, except as limited by other agency regulations. An exception shall be made for flat-mounted solar panels. ❑ A minimum of two fully enclosed garage spaces are required for each detached unit.	



R-3 and R-4 Residential Design Guidelines

This residential category provides for residential development from 12 to 30 units per acre in the form of two- and three-story condominium buildings, courtyard housing, or townhouses as well as three- and four-story apartment buildings. Development standards per the City of Oxnard Zoning Ordinance for the R-3 and R-4 Zone Classifications shall apply, except as specified within the Development Standards (Table 3-4) of this Specific Plan. This density provides a moderate transition from arterial roadways and nearby commercial and industrial development. Buildings are to be designed in a manner that orients the main façades to the adjacent street and takes advantage of the associated circulation system. Resident parking shall be located primarily behind buildings or otherwise screened from street view. Guest parking may be accommodated in a combination of designated on-site spaces and on-street parking along the perimeter of a multi-family residential parcel. Clustered design is encouraged. Minimal front yard setbacks will be used along main internal circulation roadways. Private outdoor space in the form of balconies, patios, or porches is required. Buildings should have definitive entries and should function to reduce the physical scale of the buildings through the use of pedestrian scale design elements.

Pedestrian or bike access will be an integral part of the site design. The adjacent pedestrian oriented circulation system can be used as a secondary recreation area as it relates to providing residents with an enjoyable route to walk, jog, bike, etc. The following Development Guidelines shall apply.



R-3 AND R-4 DENSITY RESIDENTIAL

Residential	R-3 and R-4 Density Development Guidelines
	❑ R-3 shall have a three-story maximum building height of 45 feet, and R-4 shall have a four-story maximum building height of 50 feet, with any exceptions requiring an approved Residential Planned Development Permit (RPD) subject to FAA restrictions and in accordance with zoning standards. ❑ Lot sizes shall be per the Teal Club Specific Plan (Table 3-4) and comply with Subdivision Map Act standards for attached and multi-family dwelling units. ❑ Front yard setbacks along circulation arteries shall be 15 feet as measured from the adjacent right of way. On corner lots the front setback applies to both façades facing an adjacent roadway. ❑ Side and rear setbacks shall be determined by the individual Planned Development Permit of each project and may be less than those established in the Oxnard Zoning Code. Minimum building separation shall be 5 feet per story of the taller of two adjacent buildings. (Example: 15 foot building separation between a three-story building and a two-story building.) This shall apply to buildings located on either the same parcel or adjoining separate parcels. ❑ Parking areas shall not be located between the building and the adjacent street and shall be configured as “parking courts.” Any parking areas visible from a street frontage shall be screened from view by a low wall or by continuous landscaped shrubbery. ❑ The minimum parking requirements shall be per the City of Oxnard Zoning Ordinance. Of the spaces required, only guest parking spaces are allowed as “on-street” parking. Tandem garage parking shall be allowed in R-3 for-sale residential projects and included in parking count totals. Tandem spaces shall be assigned to the same unit. ❑ Trash receptacles, electrical transformers, and other service elements shall be located in areas where parking is permitted and shall be screened from public view within the allowable standards of public utility agency requirements. ❑ All mechanical and electrical equipment—including but not limited to air-conditioning units, and antennas—whether roof-mounted, ground-mounted, or otherwise, shall be screened from public view, except as limited by other agency regulations. An exception shall be made for flat roof-mounted solar panels. ❑ Craftsman, Traditional, Monterey and Spanish Colonial Revival architectural styles and contemporary interpretations are appropriate for Medium and Medium High Density Development.



3.7.3 COMMERCIAL & MIXED-USE DEVELOPMENT (C-2)

The commercial and mixed-use land use components of the Specific Plan occur along Ventura Road and Beverly Drive. Mixed-use properties are a unique development type in that they combine retail and office commercial uses in a single site along with residential uses in suitable locations. The typical mixed-use design primarily has retail or office uses located on the first-floor street or public plaza frontage, while residential uses occupy the upper floors. Mixed-use development is consistent with the Traditional Neighborhood Design form proposed for this Specific Plan. Mixed-use development is conducive to the small town, pedestrian-oriented design elements proposed in this plan.

The mixed-use area is envisioned as a gathering place consisting of a combination of single buildings and building groups with landscape and hardscape details as a focal point. The ambiance of the mixed-use zones shall be open-air, inviting, and accessible to the public.

The most desirable design will utilize combinations of construction materials and accent features such as brick, stucco, wood, or stone. Heights will vary from one to three-stories and façades will be modulated to create the desired “village” environment. Contemporary interpretation of the Traditional or Spanish Colonial Revival theme will build upon this ambiance and allow architectural variety in the mixed-use area.

The mixed use development will complement the residential development in the rest of the Specific Plan area. Visually and physically,

where two planning areas abut, there shall be a smooth transition so as not to detract from the overall design. This smooth transition is accomplished through the continuation of the adjacent mixed-use architectural styles, the use of consistent landscape and hardscape materials, the pedestrian-oriented street design, and the street intersection corner landscape open space design.

General Design Guidelines for Commercial & Mixed-Use (C-2)

The following Design Guidelines for the mixed-use development zones are consistent with the City of Oxnard General Commercial Zone (C-2) standards, except as specified within this Specific Plan, and are intended to highlight and expand on the uniqueness of these highly visible public spaces.



Commercial & Mixed Use	General Design Guidelines for Mixed Use & Commercial (C-2)
<i>Site Planning</i>	❑ Buildings should be aligned along a plaza or sidewalk. Outdoor cafes and seating areas are encouraged. ❑ Main entrances should have an architectural definition, such as an awning, recessed niche, three dimensional feature, or building projection. ❑ A combination of hardscape and landscape is required from the street or parking lots to the building wall on every setback area.
<i>Architectural Character</i>	❑ C-2 buildings shall have a two-story maximum building height of 35 feet, and Mixed Use shall have a three story maximum building height of 45 feet except with an approved Design Development Review Permit. ❑ Buildings should maintain architectural articulation and visual quality on all sides. ❑ Front façades for mixed-use buildings should be designed to create an individual identity to each vertical module or unit. ❑ Storefront or display windows shall encompass a minimum of 40 percent and a maximum of 70 percent of the building facade. ❑ All mechanical and electrical equipment including but not limited to air conditioning units, and antennas (whether roof-mounted or otherwise), should be screened from public view. ❑ The mixed-use area shall allow a wider range of colors, materials, and forms to encourage a creative interpretation of the Traditional or Spanish Colonial Revival styles.
<i>Parking and Vehicular Access</i>	❑ The Commercial frontage along Ventura Road shall allow for one driveway curb cut between Doris Avenue and Beverly Drive. A visible parking lot is allowed on the Ventura Road frontage. ❑ Parking access, driveway design and parking areas shall provide clear path of pedestrian travel to store fronts. ❑ Parking shall be provided for permitted uses in accordance with the provisions of the Zoning Code. ❑ Nonresidential parking standards remain consistent with the City of Oxnard Zoning Ordinance; however, a shared parking agreement may be developed where practical and enforceable. ❑ Service and loading facilities must be screened from view from public streets, open spaces, and other sensitive uses. ❑ Trash receptacles, electrical transformers, and other service elements should be located in areas where parking is permitted and should be screened from public view by walls with matching architectural elements as those of the buildings they serve.



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3.7.4 BUSINESS RESEARCH PARK DEVELOPMENT (BRP)

Industrial uses within the Specific Plan are intended to promote a balance of jobs and housing within close proximity, reducing the dependence on automobiles. The Specific Plan industrial use areas are located immediately north of and adjacent to existing industrial zoning and provide a logical extension of this land use type. The intent of the Specific Plan industrial area is to provide a Business Research Park (BRP) zoned location for new or expanded manufacturing, research, professional, and high technology uses consistent with the economic development goals of the City of Oxnard. The walkable community planning principle of the Specific Plan places an emphasis on high

quality of life for the daytime workforce with direct access to trails, greenbelts, and parks. Commercial services including restaurants and shopping are planned within a ten minute walking distance of the majority of industrial parcels.

The following Development Guidelines are consistent with the Business Research Park (BRP) Zone, except as specified within this Specific Plan and are consistent with the recommended architectural styles.

General Design Guidelines for BRP Uses

The following guidelines apply to all industrial development within the Teal Club Specific Plan area.

Industrial	General Design Guidelines for BRP
<i>Site Planning</i>	□ Buildings should be located near Teal Club Road with at least 40 percent of parking and all service and loading activities located away from street view. The remainder of parking may be on the building street frontage side. □ A combination of hardscape and landscape is required from the street to the building wall on every setback area. □ Main entrances should be prominent and easily identified and accessible from clearly defined guest parking areas. □ All on-site lighting shall utilize light standards and devices that provide down-lighting that is shielded from abutting public streets, residential areas, or adjoining properties. □ Lot sizes shall be a minimum of 20,000 square feet.
<i>Architectural Character</i>	□ Two-story maximum building height of 35 feet. □ Architectural styles shall include contemporary themes unique to the industrial area or interpretations of the Specific Plan styles. □ Buildings shall maintain architectural articulation on all sides. □ Buildings shall not exceed two stories in height and are subject to Oxnard Airport height and lighting limitations. □ Building facades must have at least one break in wall plane of at least three feet in depth every 100 feet in length. □ Flat roofs shall be allowed with adequate mechanical space parapet screening.



Industrial	General Design Guidelines for BRP
<i>Architectural Character (cont.)</i>	□ All mechanical and electrical equipment including but not limited to air conditioning units and antennas (whether roof-mounted, ground-mounted or otherwise) should be screened from public view. An exception is made for solar panels which are integrated into the design of a building. □ Roofs shall include solar panels. □ Tinted or reflective glass may be allowed, appropriate to the architectural style. □ The industrial use area shall allow a range of colors, materials, and forms to encourage architectural diversity within the limits of the style selected for an individual building or buildings. The decision-makers shall have authority on appropriateness of colors through the discretionary permit process.
<i>Walls and Fences</i>	□ Walls and fences are to be made of sand-colored slump masonry material. □ Walls shall be utilized to screen all permitted outdoor activities completely from offsite public view. □ The required height for any BRP zone wall or fence is eight feet, except with a discretionary permit which may allow up to ten feet in height. □ All BRP public-facing wall surfaces shall be planted with approved fast-growing vines and trellis material to prevent graffiti. □ Outdoor storage shall be subject to a Special Use Permit and shall not exceed the height of the perimeter screen wall.
<i>Parking and Vehicular Access (cont.)</i>	□ No loading areas may be located where they can be viewed directly from any adjacent or nearby residential areas. Loading areas are to be screened from view by walls or fences. □ A 20-foot wide landscape buffer and wall shall be incorporated into the site design separating the residential street from the BRP area (as shown in Fig 3-4). □ Trash receptacles, electrical transformers, and other service elements should be located in areas where parking is permitted and should be screened from public view by walls matching architectural elements of the buildings they serve. □ Trash enclosures shall include hose bibs and be maintained in a clean and odor-free condition. □ Industrial and office parking standards remain consistent with the City of Oxnard Zoning Ordinance; however, a shared parking agreement may be developed where appropriate, practical, and enforceable. □ Guest parking shall be provided at clearly identifiable locations near the entry to a building. □ No on-street loading is allowed in the industrial areas of the Specific Plan.

3.7.5 PUBLIC PARKS & HOA RECREATION AREAS

The Specific Plan provides for a range of active and passive park spaces with varied uses and amenities. The combination of private homeowners' association facilities and publicly owned and maintained parks are intended to meet the needs of the plan area residents and business employees as well as provide public benefit to the entire Oxnard community.

The intent of the park and open space plan is to ensure that all residents and employees are within a ten-minute walk of usable recreational amenities, encouraging an active healthy lifestyle. There are two public parks in the plan area: the Phase 1 and 2 portions of the ten-acre centrally-located Neighborhood Park and the 7.3 acre Phase 2 southwest area park. The central east-west greenbelt creates a visible connection for public gathering, organized recreation, walking, and biking.

Both public parks will be owned and maintained by the City of Oxnard and serve a portion of the recreational needs of the plan area and the existing nearby neighborhoods. Maintenance funding shall be provided by a Maintenance Community Facilities District (CFD) or other city-approved funding mechanism. Turf play areas, playground equipment, bathrooms, and picnic tables will be incorporated into the parks, subject to final design approval by the City of Oxnard.

HOA Private Recreation Areas

HOA-maintained private recreation areas constructed by developers and maintained by Property Owners' or Homeowners' Associations are allowed. These private spaces provide for a portion of recreational



needs and are available for use only by the residents and guests of the plan area or a sub-area of the Specific Plan.

All park and private recreation landscaping will be irrigated with City of Oxnard water and comply with the landscape guidelines of the Specific Plan. The park plans shall also comply with the Recreation Element of the General Plan. The following guidelines shall be considered when planning and designing the Public Parks and HOA-owned facilities within the Teal Club Specific Plan area.



Parks	General Design Guidelines for Parks
<i>Neighborhood Parks</i>	❑ Park shall be operated and maintained by City of Oxnard Recreation and Community Services Department. All costs of maintenance of the parks shall be borne by the Specific Plan developments under a financing mechanism as defined within the Phase 1 and Phase 2 Development Agreements. ❑ No more than 50 percent of the total park area shall be reserved for turf and shall also provide areas for passive recreational space. ❑ A portion of the park area shall be designed as active recreational space with related equipment that shall include play structures and/or a tot play area. ❑ Organized sports fields may be considered for the turf areas. Field lighting shall be allowed subject to Oxnard Airport approval. Lighting for pedestrian and parking areas shall be designed to the highest available light cut-off standards due to the proximity to the Oxnard Airport and nearby residences. Pedestrian and parking lot pole lighting shall not exceed 20 feet in height. ❑ Each park shall include at least six picnic tables and appropriate apparatus; group picnic facilities may be allowed at this location and could include one shelter structure. ❑ Park benches, drinking fountains and trash receptacles will be included at appropriate locations. ❑ Restroom facilities shall be provided, subject to City approval. ❑ The park architectural character will be consistent with the theme of the allowed Specific Plan architectural styles. ❑ Landscape area will include clusters of trees dispersed throughout the park area. ❑ Park landscape will be designed to promote off-site visibility and public safety for policing and neighborhood awareness throughout the park. ❑ The roadway edges of the park should incorporate the adjacent streetscape character. ❑ No more than 15 percent of the park will be utilized for parking lots. On-street perimeter parking is allowed. Overnight parking is prohibited. ❑ Field lighting shall be designed to the highest available light cut-off standards to shield future adjacent homes from light and glare. Field lighting and hours of operation shall be managed by the City Recreational Services Department. ❑ All lighting shall comply with the City of Oxnard lighting requirements.

Parks	General Design Guidelines for Parks and Recreation Areas
<i>HOA Facilities</i>	❑ Facilities shall be operated, funded and maintained by a private Property Owners' Association, or as required by an applicable Development Agreement. ❑ A maximum of 25 percent of the total overall HOA recreation and greenbelt area shall be reserved for turf or other appropriate surface and shall provide passive recreational space. ❑ Park benches and trash receptacles will be included at appropriate locations. ❑ HOA maintained areas may contain a fenced and gated pool and spa for the exclusive use of the Property Owners' Association members per the Association rules and regulations. ❑ Restroom facilities shall meet or exceed the requirements of applicable Building Codes. ❑ Community use buildings may be constructed for the exclusive use of the Property Owners' Association members per the Association rules and regulations. ❑ Active recreational features such as basketball half-courts may be included. ❑ Passive landscape gardens and community produce gardens are encouraged within the community. ❑ Landscape area will include clusters of shade trees dispersed throughout the recreation areas. ❑ Landscape will be designed to promote off-site visibility and public safety for policing and neighborhood awareness throughout the community.



3.7.6 OPEN SPACE

The open space elements of the plan are intended to enhance the quality of life for residents and employees of the area and provide vital environmental benefits. Open space will be privately-owned and maintained by a Property Owners Association, or as required by an applicable Development Agreement. Greenbelts, parkways, and the Mixed-Use Central Plaza shall be publicly accessible; pool areas and internal recreational amenities within the Planning Areas shall be for the private use of Specific Plan residents within the individual Planning Areas. All required irrigation shall be with City of Oxnard water and comply with the landscape guidelines of the Specific Plan.

Greenbelts

Greenbelts link the community together and provide a further separation between commercial and residential uses. Greenbelts shall be primarily turf and locally-adapted

ground cover, shrubs, and trees.

Detention Basins & Water Quality Features

Detention basins provide both flood control and water quality functions, resulting in improved outflows. Landscaping is intended to be native or adapted species and should need little or no irrigation after a grow-in period.

General Design Guidelines for Open Space

The following guidelines shall be considered when planning and designing the open space within the Teal Club Specific Plan area.



Open Space	General Design Guidelines for Open Space
<i>Greenbelts</i>	❑ Shall be owned and maintained by a private Property Owners Association, or as required by an applicable Development Agreement. ❑ Design shall require approval of the City of Oxnard. ❑ Introduced vegetation shall be consistent with the landscape standards of the Specific Plan. ❑ Picnic tables and apparatus are not intended to be in the greenbelt and trail areas. ❑ Park benches and trash receptacles will be included at appropriate locations. ❑ Lighting may be allowed along the greenbelt with the consent of the City of Oxnard. Lighting shall not spill over onto adjacent residential lots.
<i>Detention Basins</i>	❑ Shall be operated and maintained by a Property Owners' Association or other private entity for the purpose of flood control and water quality assurance. ❑ Design shall require approval of the City of Oxnard. ❑ Introduced vegetation shall be consistent with the landscape standards of the Specific Plan and provide suitable vegetation consistent with the engineering design requirements of the basin. ❑ No buildings shall be allowed in the detention basins. ❑ All detention basins in excess of 18" water storage depth shall be fenced and gated to restrict public access. ❑ Basins shall be maintained to the standards of the water quality permit issued by the City of Oxnard or any other agency with jurisdiction over their function. ❑ Irrigation may be temporary or permanent, subject to the final design approval of the City of Oxnard.

3.7.7 LANDSCAPE

The Teal Club Specific Plan concept seeks to unify the diverse planning elements of both the site and its surroundings, which tie the entire project together. The landscape concept also aims to provide a distinct visual impression and community identity while providing the highest level of aesthetic standards that will assure an attractive environment and enhance

the quality of life among its residents. The landscape elements will recall the Coastal California theme through the use of native and naturalized plant materials. This Coastal California sense will carry through from the drought-tolerant and indigenous plants to the hardscape features including decorative walls, signs, and monuments.



Landscape irrigation for the community will be designed to provide the most efficient means to distribute irrigation water and provide the community with the latest technology for community-wide water conservation.

A detailed planting palette has been carefully selected for the project. The primary goal is to incorporate species that are already well established, including a variety of traditional trees, shrubs, and grasses historically found

in the area. Plant selection factors include compatibility with local soils, the micro- and macro climates throughout the site, the plant's ability to merge into the existing natural environments, and drought tolerance. See Appendix 1, Landscape Palette, for the plant selections and locations. Additional plant materials may be administratively approved by the Community Development Director or their designee.

General Landscape Guidelines

In addition to City of Oxnard's Landscape Standards and the landscape provisions of this document, the following guidelines shall apply to all land uses within the Specific Plan area.

Landscape	General Landscape Guidelines for Specific Plan Area Uses
<i>General Landscape</i>	□ All areas not devoted to paving or building shall be landscaped and permanently maintained. □ Planting area dimensions shall be consistent with plant material requirements and the purpose of the planting, such as aesthetics, screening, environmental mitigations, air quality, wind, noise, etc. □ Street trees shall be planted at minimum of 40-foot intervals. □ Permanent automatic irrigation facilities with moisture sensors shall be provided in all landscaped areas. □ Landscape areas shall be maintained by Property Owners' or Homeowners' Associations and may be funded by Maintenance and Community Facilities District (CFD). □ Prior to the issuance of building permits for each individual segment of the plan area, landscape and irrigation plans in conformance with these regulations shall be submitted to the City of Oxnard. □ To minimize exterior water use, the following measures shall be incorporated into project design within the project area, where feasible: use of drought tolerant plants; extensive use of mulch in landscaped areas; installation of low precipitation rate irrigation systems where appropriate.

Landscape	General Landscape Guidelines for Specific Plan Area Uses
<i>General Landscape (cont.)</i>	□ All street trees shall be planted and staked per City of Oxnard landscape standards and details. All trees planted in turf areas shall receive turf boots to prevent damage from mowers and edgers, etc. Root barriers shall be required where trees are planted within five feet of any walls, curbs, walks, buildings, or other hardscape. □ All plant materials shall be planted in accordance with City of Oxnard standards and minimum sizing requirements. □ All landscaping and irrigation shall comply with the Water Efficient Landscape Ordinance No. 2822 and the associated Landscape Water Conservation Standards. Where conflicts may exist between the Specific Plan language and the Ordinance No. 2822 language, the more restrictive water use language shall prevail. □ Where the specific plan design guidelines are silent on landscape issues, the City of Oxnard Landscape Standards shall prevail.

Landscaping Guidelines for Residential Yards

The types of landscape, hardscape, and low yard walls or fences that are built adjacent to the streets will define the character of the neighborhood. This Specific Plan allows for front yard landscape treatments that emphasize the front lawn due to the availability of “Advanced Purified” water to the Specific Plan area. All publicly visible yards shall obtain landscape plan approval prior to construction per the requirements of Community CC&R’s.

In addition to City of Oxnard landscape standards and the landscape provisions of this document, the following shall apply to all residential yards within the Specific Plan area.



Landscape	Landscape Guidelines for Residential Yards
<i>Front Yard General</i>	□ Forty percent of the yard may be hardscape, providing access to the garage, guest parking, front walks, and courtyards. Hardscape may include brick, stone, interlocking concrete pavers, textured concrete, and/or impressed patterned concrete. The balance of the yard shall be landscaped. Only driveways may be used for driving and parking of automobiles. □ Landscaping may include turf, low shrubs or groundcover, and yard trees, as outlined in the Plant Palette Appendix to the Specific Plan.
<i>Front Yard Detached & Attached Cluster Home Areas (R-2)</i>	□ Front yards shall be a minimum of 10 feet in depth from the back of the sidewalk to a façade, including patios and porches. A setback minimum of 18 feet shall be required from the back of public sidewalk to a garage door. □ No more than 25% of the front yard may consist of turf grass.. □ At façades, low shrubs and/or groundcover shall be planted against the façade. □ At porches, low shrubs or wall vines shall be allowed. □ No pilasters, statuary, or decorative columns shall be allowed in front yards. Fountains up to 36" in height are allowed in front yards.
<i>Front Yard R-3 and R-4 Areas</i>	□ Multi-family front yards shall be a minimum of 15 feet in depth from the back of the public sidewalk to a facade, including patios and porches. □ Turf, ground cover, and low shrubs may be planted in the area between the buildings and the sidewalk. □ Shrubs may be massed or configured as maintained hedges. □ Tree sizes and types shall be planted as buffers at the edge of the private space in proportion to the height and mass of the building façade.
<i>Other Yards</i>	□ Side yards shall be planted to ensure privacy and create buffers as identified above. Where practical, public street-adjacent side yards shall be planted and maintained by a Property Owners Association. □ Rear yards and property lines shall be landscaped in order to preserve the quality of the pedestrian oriented circulation system and prevent erosion.

Landscape Guidelines for Roads and Streets

The principal plantings on all streets are tree rows mixed with landscape groundcover and shrubs that define the pedestrian oriented circulation system. Perimeter and interior roads connect the Teal Club Specific Plan area to the adjacent land uses. The Plant Palette Appendix provides the Master Street Tree Plan.

In addition to City of Oxnard landscape standards and the landscape provisions of this document, the following shall apply to all roads and streets within the Specific Plan area.

Landscape	Landscape Guidelines for Roads and Streets
<i>General</i>	□ All streetscapes shall be planted with 24-inch box-sized trees. □ Street trees shall be selected for their ability to form canopies and require minimal maintenance; this includes trees with sidewalk-friendly root systems. □ Root collars will be utilized in all areas where there are sidewalks and/or plazas. □ Consistency in tree species and spacing shall be used to establish a strong street identity.
<i>Arterial Roads</i>	□ Trees on arterial roads shall be planted along the landscape buffer area adjacent to all public sidewalks with lawn or groundcover. □ Trees will be spaced equally at approximately 40 feet on center.
<i>Streets (Collector and Local)</i>	□ Collector and Local streets shall have trees planted along the landscape area adjacent to all public sidewalks with lawn as groundcover. □ Trees will be spaced equally at approximately 40 feet on center. □ In order to provide maximum identity, the width of landscape buffers, street medians, and sidewalks shall correspond to the type of the street.



Landscape Guidelines for Parking Lots

In addition to City of Oxnard landscape standards and the landscape provisions of this document, the following shall apply to all parking lots within the Specific Plan area.

Landscape	Landscape Guidelines for Parking Lots
<i>Parking Lots</i>	□ Landscaping of parking lots shall consist of 24-inch box trees and shall be provided at the rate of one tree per eight parking spaces. □ The required trees shall be planted on landscaped islands located within the parking area and along the perimeter of the parking area.

3.7.8 HARDSCAPE & STREET FURNITURE

The design of hardscape and street furniture shall create a strong community framework that relates to the established architectural style and character. Natural materials and quality construction are strongly encouraged. The hardscape and street furniture element may include enhanced paving (sidewalks and paving), walls and fences, arbors and shade

structures, water features, gates, seating elements, lighting, signage, finishes, grade elevations, and drain structures.

General Design Guidelines for Hardscape and Street Furniture

The following are guidelines for hardscape and street furniture design within the Specific Plan area.

Hardscape and Street Furniture	General Design Guidelines for Hardscape and Street Furniture
<i>General</i>	□ Hardscape shall be used to enhance the pedestrian experience. □ Enhanced paving shall be considered in high visibility areas, neighborhood entries, and key intersections throughout the Specific Plan area. □ Hardscape materials may include, but are not limited to, the following: integral color concrete with acid wash finish and a pattern of frequent deep score joints; seeded exposed aggregate concrete; impressed (stamped) concrete with modular tile or cobblestone pattern; pre-cast interlocking concrete pavers. □ Street furniture shall be provided at appropriate intersections and gathering places; materials and colors are to be consistent throughout the plan area.

3.7.9 CURBS & SIDEWALKS

The following are guidelines for curbs and sidewalks within the Specific Plan area.

Curbs and Sidewalks	General Design Guidelines for Curbs and Sidewalks
<i>Curbs</i>	□ Curbs shall be vertical concrete curb and shall be natural gray concrete.
<i>Sidewalks</i>	□ Sidewalks will be natural gray medium acid wash finish concrete with a tooled grid to reflect the character of older early California neighborhoods (2 ft. x 2 ft. grid for 4 ft. walks), (2.5 ft. x 2.5 ft. grid for 5 ft. walks), and (3 ft. x 3 ft. grid for 6 ft. walks). □ Other walkways in the community may include, but are not limited to, the following: natural gray acid wash concrete; integral color concrete with acid wash finish; seeded/exposed aggregate concrete; pre-cast interlocking concrete pavers.

3.7.10 LIGHTING

The following are guidelines for street and decorative lighting within the Specific Plan area.

Lighting	General Design Guidelines for Lighting
<i>Street Lights</i>	□ Street lights shall be decorative pole lights with traditional globe or pendant fixtures to match the architectural character of the Traditional Neighborhood community theme. □ “Cobra” lights will not be permitted within the neighborhoods. □ Poles may be concrete or aluminum; color and finish are to be reviewed by the Development Services Director. □ Lighting shall not spill over from the subject parcel to any other lot or create a hazard for pedestrians or automobile drivers.
<i>Decorative Lights</i>	□ Decorative up-lights, bollards, and landscape accent fixtures are allowed in the community at entries to individual neighborhoods and the commercial, mixed-use, and industrial areas. These lights shall match the architectural character of the Traditional Neighborhood community theme. □ Lighting shall not spill over from the subject parcel to any other lot or create a hazard for pedestrians or automobile drivers.



3.7.11 WALLS & FENCES

In keeping with the community theme of inclusiveness and integration, rather than exclusivity and segregation, the following are guidelines for walls and fences within the Specific Plan area.

All walls and fences shall comply with the Oxnard Municipal Code. In the event of a conflict between the Municipal Code and this Specific Plan, the more restrictive requirement shall apply.

Walls and Fencing	General Design Guidelines for Walls and Fencing
<i>Walls and Fencing</i>	□ The community shall be viewed as open, connective, and inviting. □ All fencing and wall heights will be measured vertically from the average finished grade at the base of the fence or wall. □ Side and rear yard walls will have a maximum height of six feet, except at the BRP buffer area where an eight foot wall is required. □ Landscaping with shrubs and vines shall be used to reduce the visible height of walls when necessary. □ Side yards requiring a retaining wall will provide a minimum horizontal separation of two feet between the side yard wall and the retaining wall to allow for planting. □ Side yard gates may be vinyl, wood or tubular steel. Perimeter fencing and walls shall be earth-tone slump stone blocks. Side yard fencing may be vinyl or earth-tone slump stone block. Finish colors must be approved by the City and be consistent with the architectural style. □ Fencing and walls must meet pool safety code requirements for height, picket spacing, and access. □ All retaining walls must be properly waterproofed and drained. □ Walls may not occur directly adjacent to any walkway; a minimum three-foot landscape area is required.

3.7.12 MAILBOXES

The following are guidelines for mailboxes within the Specific Plan area.

	General Design Guidelines for Mailboxes
<i>Mailboxes</i>	□ Mailboxes in the residential neighborhoods will be grouped in kiosks in accordance with the postmaster specifications. □ Mailbox kiosks shall be located at the entries to streets where possible.

3.7.13 SIGNAGE

While the primary purpose of signs is to guide and inform, the design and placement can be multifunctional. Signage for the Teal Club Specific Plan is intended to clearly identify entry to the community and reinforce the natural open space character of the plan area. The location and design of all entry signs will be directed at establishing gateways to the plan area.

numerals attached to walls, in accordance with the sign regulations of the City of Oxnard Zoning Code, Fire, and Police requirements.

Non-Residential Signage

The City of Oxnard Sign Ordinance shall apply to the Teal Club Specific Plan. The following additional requirements also apply to the Mixed Use, C-2 and BRP zones.

Residential Signage

Permanent signs for residential uses include neighborhood identification signs placed in intersection parkways and street address

Signage	General Design Guidelines for Non-Residential Signage
<i>Courtyard Wall Signs</i>	□ Lettering applied to courtyard walls (walls parallel to the frontage line and matching the building walls to identify facilities, institutions, and addresses) shall be individually mounted metal letters, not to exceed 16 inches in height, either front lit or halo lit. □ Courtyard walls intended to receive signage may encroach to within five feet of the frontage line.
<i>Freestanding Monument Signs</i>	□ Lettering applied to freestanding walls that are not courtyard walls (i.e. walls not parallel to the frontage line or matching the building walls to identify facilities, businesses, tenants, and addresses) shall be individually mounted metal letters, not to exceed 16 inches in height either front lit or halo lit except with Development Services Department approval. □ Monument signs shall meet the same setback requirements as required for courtyard wall signs and shall have distinct base and cap elements. □ Monument signs shall be set back at least five feet from the frontage line and shall not exceed five feet in height, except with Development Services Department approval. □ Materials for monument Signs may include, but are not limited to, the following: slump block with painted sack finish; plaster and stucco; brick; stone; concrete.



Signage	General Design Guidelines for Non-Residential Signage
<i>Building Wall Signs</i>	□ Lettering applied to a facade to identify the building or an institution within the building. See City of Oxnard Sign Ordinance.
<i>Projecting Signs</i>	□ Sign panels perpendicular to and projecting from a facade to identify a tenant or use shall be made of metal or wood with lettering raised, incised, or painted.
<i>Lighting, Materials, etc.</i>	□ All signs, if lit, shall be front lit or halo lit, not internally illuminated except with Community Development Department approval; no canister type signs are permitted. □ All signs shall be made of materials compatible with exterior building colors, materials, and finishes, and be of a high quality of fabrication. □ No signs will be permitted that do not directly relate to the name or primary service of function of the building user or institution. □ Signs are to be free of all labels and fabricator's advertising, except for those required by code. □ All electrical service to sign lights shall be fully concealed; no sign shall have exposed wiring, raceways, ballasts, conduit, or transformers. □ No sign shall have visible moving parts or simulate movement by means of fluttering, rotating, or reflecting devices. □ No sign shall have flashing, blinking, or moving lights, or any other moving lights, or other illuminating device that has changing light intensity, brightness, or color, except for parts designated to give public service information such as time, date, temperature, or similar information. □ Freestanding monument signs shall be integrated with landscaping and courtyard walls to minimize visual mass. □ Metal signs may be made of aluminum, brass, bronze, copper, or stainless steel. □ No cabinet signs allowed.

3.8 URBAN VILLAGE

The Teal Club Specific Plan is an Urban Village and fronts on a proposed transit stop at Ventura Road and Beverly Drive. It is connected to the neighborhood through a series of green belts, sidewalks and dedicated bikeways.

3.8.1 MIXED USES

An appropriate mix of uses is necessary to create a vibrant Urban Village. Neighborhood-oriented retail and commercial uses shall be located on the ground floor of Urban Village buildings fronting on the intersection of Ventura Road and Beverly Drive at the project entry. Residential uses shall be located on the floor(s) above the ground-level commercial.

3.8.2 TRANSIT ORIENTED

A new transit stop will be located on Ventura Road within the Urban Village. The transit stop will be improved with amenities including a shelter, benches and bike racks. This transit stop will connect the neighborhood to nearby job centers such as Navy Base Ventura County, the port and office and manufacturing centers to the south and east. The Oxnard Transportation Center provides greater regional links. It is intended that two or more bus routes serving the Teal Club Specific Plan will include direct stops at the Oxnard Transportation Center. This direct connection will enable public transit access to Metrolink, Amtrak, and VCTC bus service.

3.8.3 PUBLIC SPACE

The focal point for the Urban Village will be a public plaza. The plaza will front on the extension of Beverly Drive and will be integrated into the Urban Village mixed-use area. The plaza area shall have a minimum dimension of 100' in any direction and include both fixed perimeter seating and a central multi-function area for neighborhood arts and cultural use. The public plaza will include an identity feature that will further define the space. A conceptual illustration for the plaza and typical proposed features are provided in Figure 3-3.



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INFRASTRUCTURE & COMMUNITY SERVICES

4.1 INFRASTRUCTURE OVERVIEW

The Teal Club Specific Plan is proposed to be developed in two phases. Phasing is discussed in more detail in Chapter 8 and Figure 8-1 illustrates the Proposed Phase 1 Improvement Plan. Phase 1 consists of Planning Areas PA1 through PA8 as well as the perimeter and interior roadways, infrastructure and utilities necessary to serve PA1 through PA8. Additional off-site roadways and infrastructure necessary for development of Phase 1 are discussed and illustrated within the following sections of Chapter 4.

Figure 8-2 illustrates the Proposed Build-out (Phase 2) Improvement Plan. Phase 2 of the Specific Plan consists of Planning Areas PA9 through PA14 and includes the remainder of the roadway and infrastructure improvements discussed and illustrated within Chapter 4. The portions of Patterson Road and Doris Avenue that are not a

part of the Teal Club Specific Plan provide the frontage and access to the property owned by the Oxnard School District at the southeast corner of Patterson Road and Doris Avenue. Those roadway and infrastructure improvements are proposed to be built by the Oxnard School District as a part of their future campus development, as shown on their proposed campus site plans.

The extent of off-site improvements required shall ultimately be consistent with the mitigations as defined and required by the Teal Club Specific Plan certified Final Environmental Impact Report (FEIR).

4.2 CIRCULATION PLAN

The Vehicle Circulation Plan locates the existing and proposed road network and is illustrated in Figure 4-1. In addition to providing sufficient access to the proposed land uses, the street network is designed to link the project to adjacent existing communities. Final engineered road alignments may vary and are subject to review and approval by the City of Oxnard based on policies contained in this document. Any major roadway changes may require an amendment to this Specific Plan as defined in Section 8.5. The roadway categories are summarized in accordance with the Circulation Element of the City's General Plan.

4.2.1 ON-SITE STREETS

Within the Specific Plan area there are two types of street categories: Collector Streets (both Commercial/Industrial and Residential), and Local Streets.



Collector Streets

Collector Streets within the Specific Plan area will provide two 12-foot travel lanes in a 80-foot right-of-way and a curb-to-curb pavement width of 40 to 54 feet; 13-foot minimum landscaped parkway with a 5-foot sidewalk are typically provided. Figures 4-2 and 4-3, illustrate this street section.

Local Streets

Local streets are public streets located within the Specific Plan area. Local Public Streets provide access to residential and recreational land uses. They typically have a right-of-way width of 66 feet and a curb-to-curb pavement width of 40 feet with 13-foot parkway containing an 8-foot landscape area and a 5-foot sidewalk. Figure 4-4 illustrates these street sections. Local Private Streets within individual planning areas are allowed with street widths of 36 feet or less curb-to-curb, subject to City of Oxnard approval.

Local Streets are located and detailed with the following intentions:

- Provide quiet, safe, and attractive frontages for residential lots;
- Provide safe and convenient routes for pedestrians from homes to recreational areas; and
- Accommodate low volume vehicular traffic and bicycles at slow speeds.

The precise location shall be determined through the approval of subdivision maps. The precise width of private streets shall be determined through the approval of subdivision maps and related discretionary permits for these project areas.

Transit Hub

A key component of the community circulation plan is a transit hub at the southwest corner of the intersection of Ventura Road and Beverly Drive. This intersection will be traffic signal-controlled to serve as a main artery into the project and will connect the existing neighborhoods to the east to the new community park and project amenities. The transit hub will be adjacent to the Mixed-Use entry buildings and include a full bus turn-out and bus shelter for the south-bound Gold Coast Transit Ventura Road route as well as a public plaza with bike racks and seating areas to encourage local resident daily use of the public transportation system. A separate bus shelter will be provided on the east side of Ventura Road to serve the north-bound Gold Coast Transit Ventura Road route.

4.2.2 OFF-SITE STREETS

The project area is bounded by an existing network of streets that will be improved consistent with the Circulation Element of the General Plan. Two types of streets, Primary Arterial and Secondary Arterial, are adjacent to the Specific Plan area:

Primary Arterial Street

Ventura Road is currently a Four-Lane Primary Arterial Road adjacent to the project area (Figure 4-5). It consists of four 11-foot travel lanes (two in each direction), with a right-of-way width of approximately 177 feet and a curb-to-

FIGURE 4-1 VEHICLE CIRCULATION PLAN

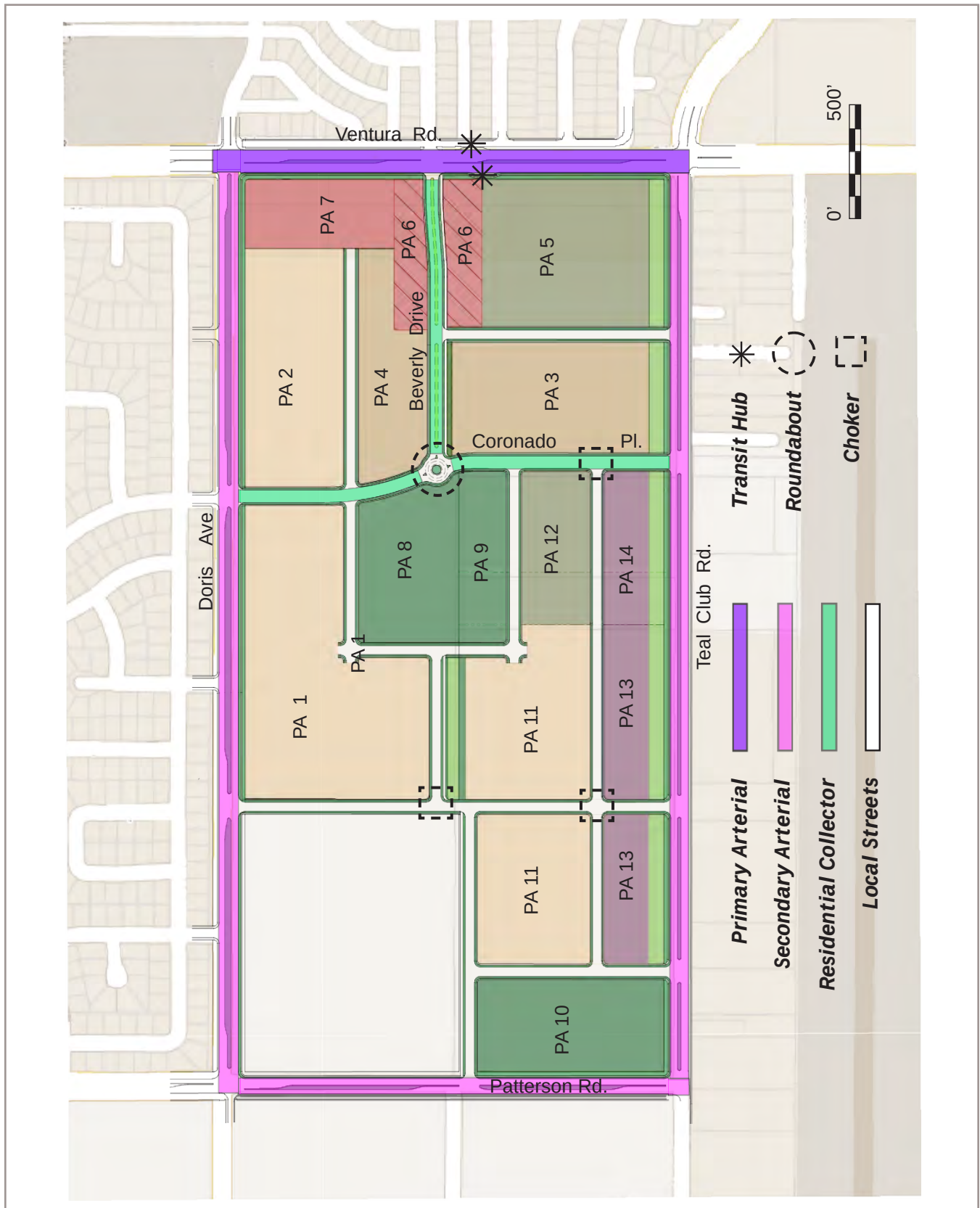


FIGURE 4-2 RESIDENTIAL COLLECTOR

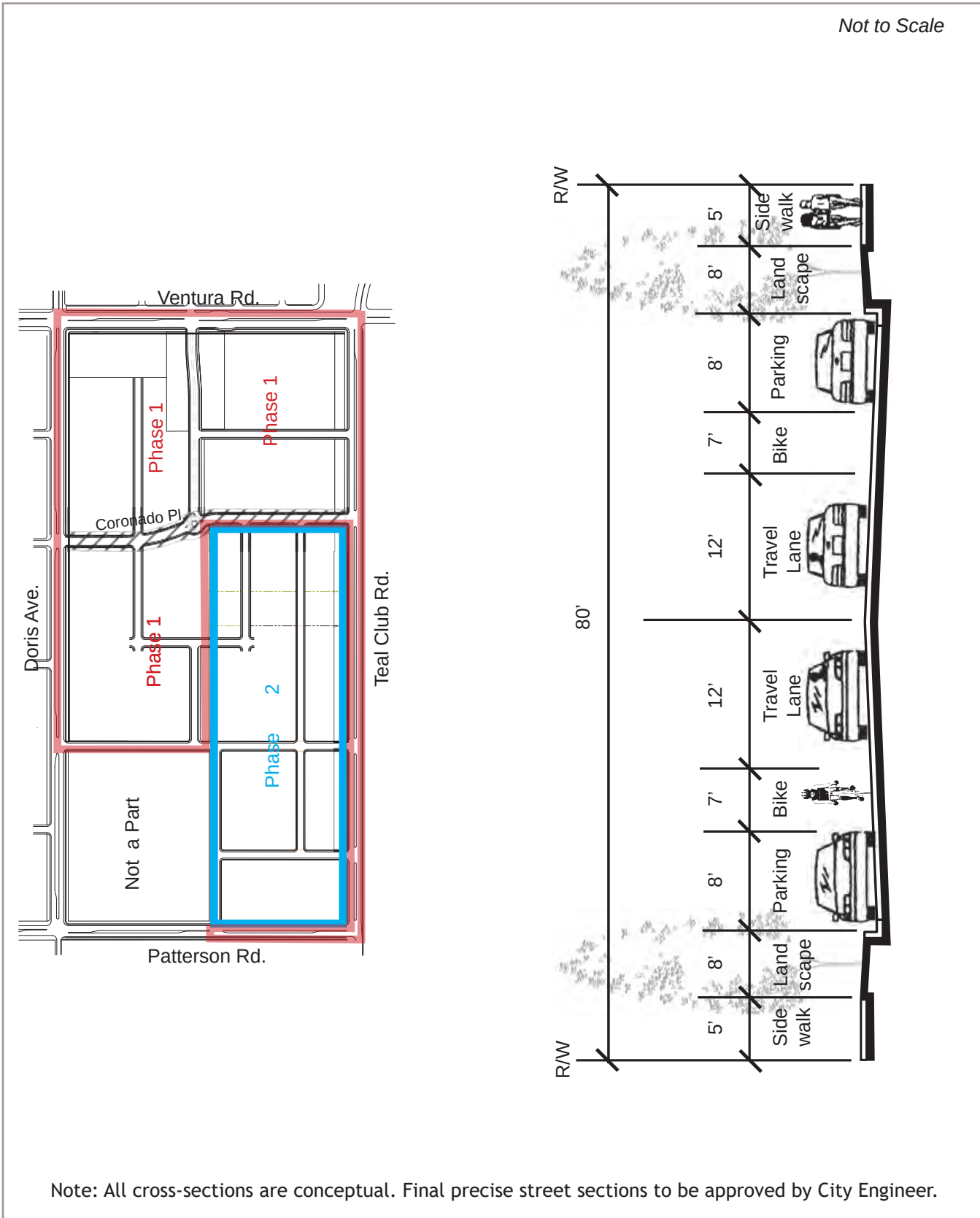
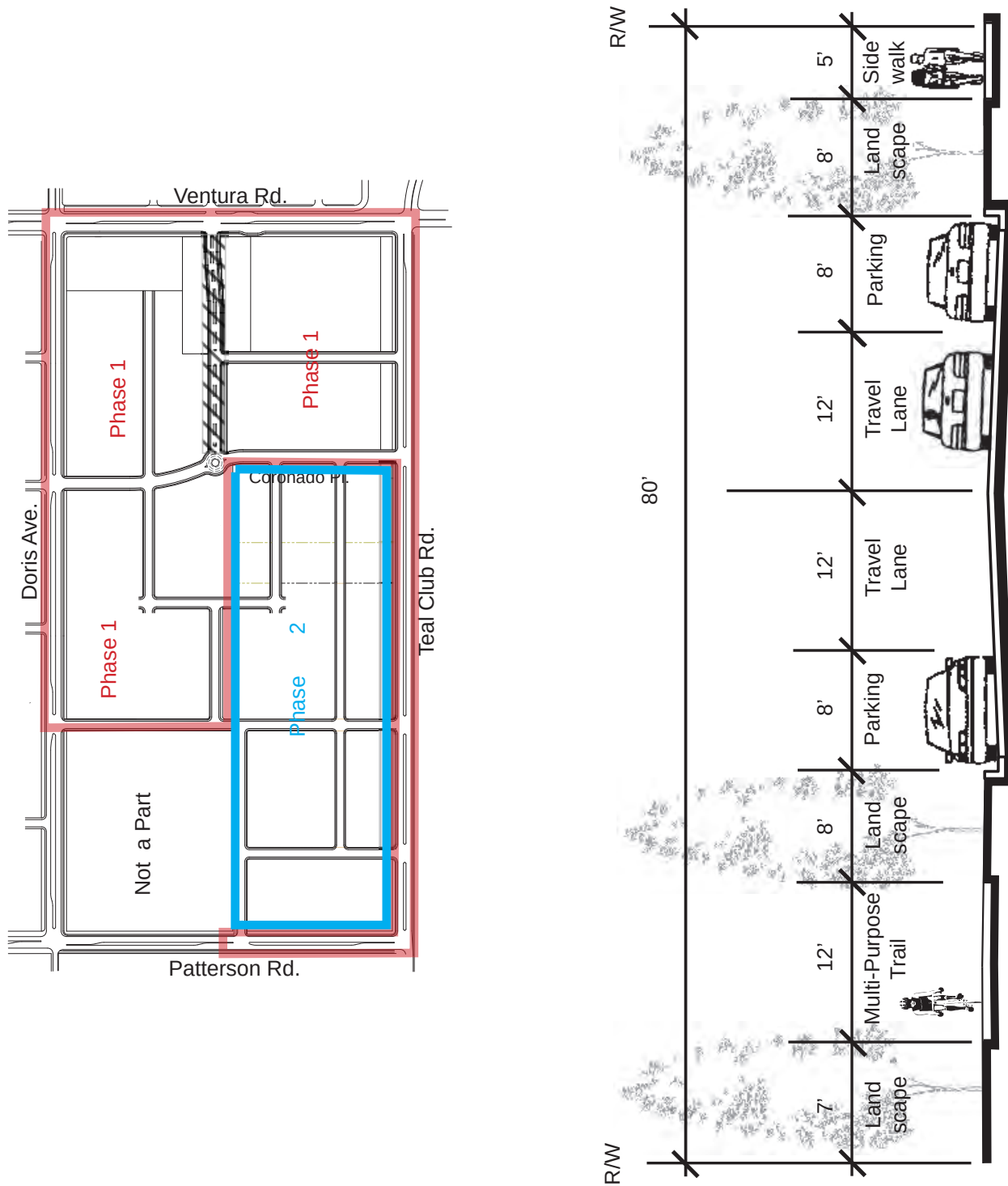


FIGURE 4-3 RESIDENTIAL COLLECTOR - BEVERLY DRIVE

Not to Scale

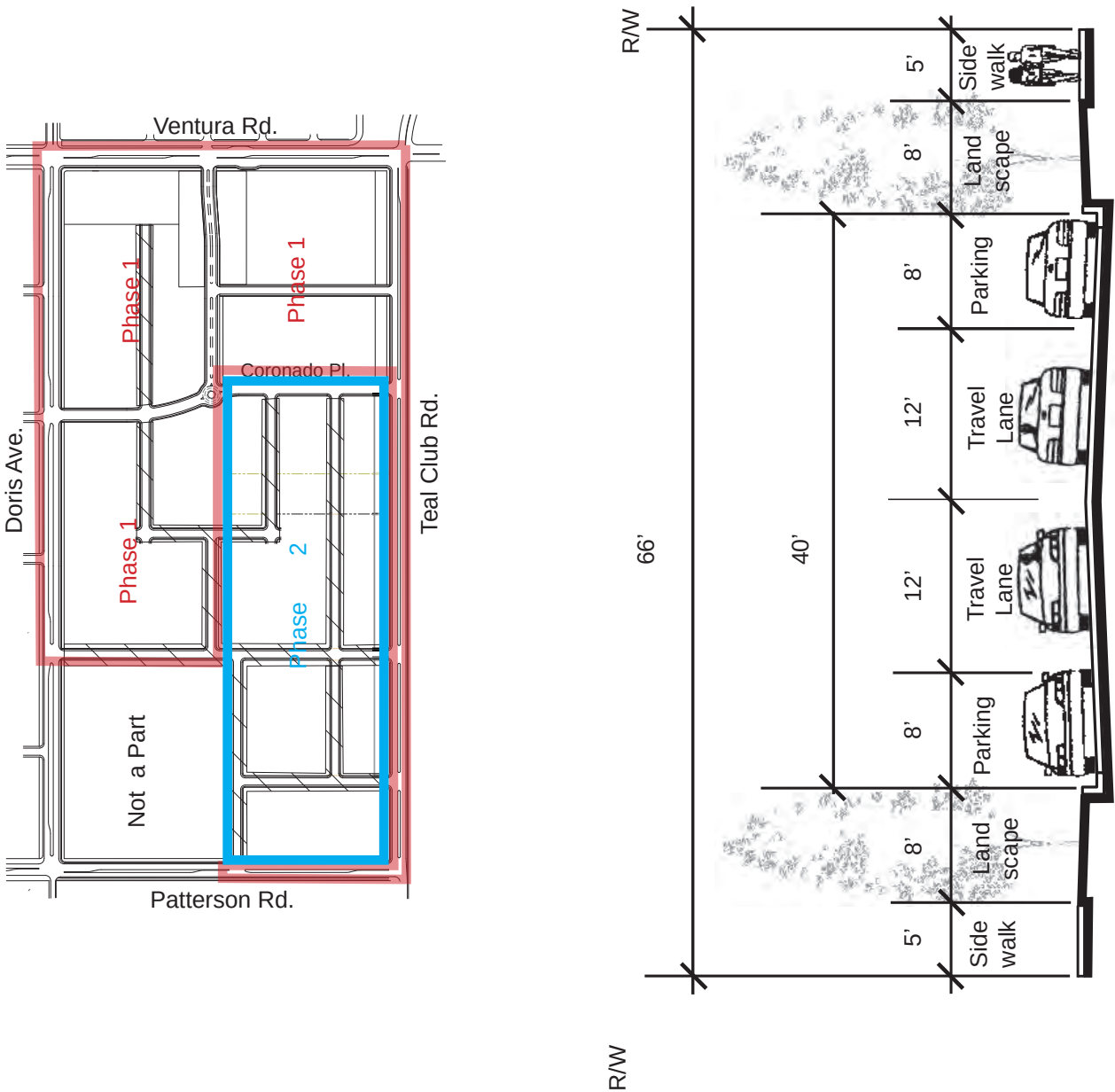


Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.



FIGURE 4-4 LOCAL STREETS

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

curb pavement width of 102 feet including the existing frontage road, with controlled access and restricted parking. Ventura Road is proposed to be widened to six lanes plus an 8-foot Class II bike lane in each direction south of Doris Avenue, in keeping with the existing General Plan designation. A 14-foot wide landscaped center median shall be provided, and the existing parkway on the easterly side of Ventura Road shall remain as currently improved. The westerly parkway shall be 30 feet wide and consist of a 6-foot wide sidewalk and landscape areas.

Dedicated right and left turn lanes will be provided where needed. Figure 4-5 illustrates the section view of Ventura Road between Doris Avenue and Teal Club Road. The Commercial frontage along Ventura Road shall allow for one driveway curb cut between Doris Avenue and Beverly Drive to facilitate access to the Commercial site.

Prior to recordation of the first Tract Map within the plan area the Teal Club Specific Plan developer shall design the following roadway alignment details to the satisfaction of the City Engineer:

- Ventura Road & Doris Avenue intersection: design transitions to all legs of the intersection for public safety, pedestrian and bike lane connection, and free flow of traffic consistent with the General Plan Circulation Element.
- Ventura Road & Beverly Drive intersection: design transitions to all legs of the intersection for public safety, pedestrian and bike lane connection, and free flow of traffic. A traffic signal with

left-turn pockets and median shall be designed for Ventura Road at the Beverly Drive intersection. Bus turn-outs with covered bench shelters and bike storage shall be incorporated in the public right-of-way improvements.

- Ventura Road & Teal Club Road/West Second Street intersection: design transitions to all legs of the intersection for public safety, pedestrian and bike lane connection, and free flow of traffic. Roadway design shall include consideration of West Second Street median realignment and minimizing impacts to existing properties on the south side of Teal Club Road west of Ventura Road.

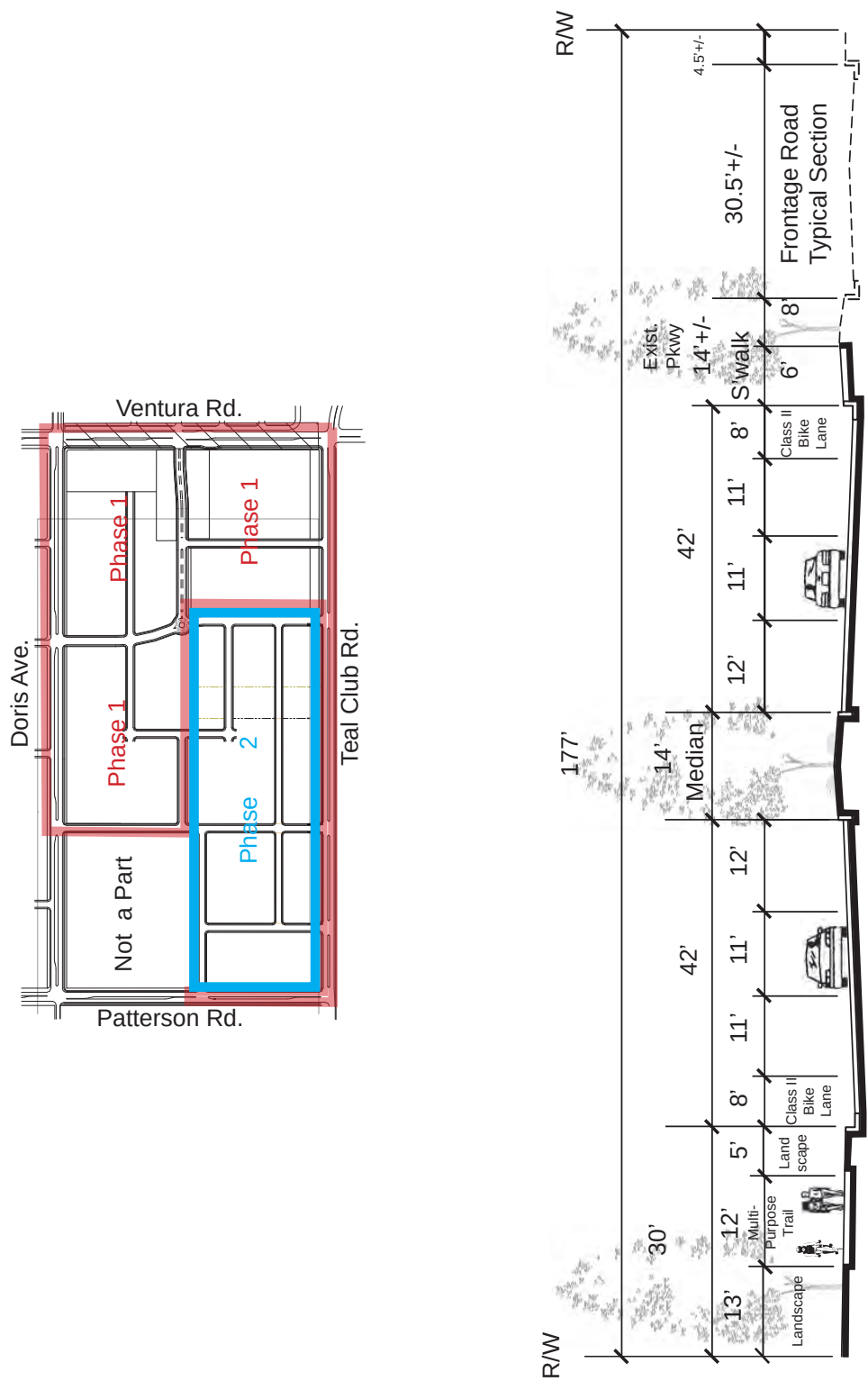
Secondary Arterial Streets

Proposed Secondary Arterial streets adjacent to the Specific Plan area include Doris Avenue, Patterson Road and Teal Club Road. In Phase 1 Doris Avenue is proposed to be widened between Ventura Road and Street "A" to two 16-foot travel lanes with a right-of-way width of 98 feet, not including the existing 20' of landscape on the north side of Doris Avenue. The street section will include 8-foot Class II bike lanes, a 12-foot Class I bike path, and a 16-foot wide center median as shown in Figure 4-6.

Phase 1 improvements to Patterson Road shall consist of the ultimate roadway and median segments but not the east side multi-purpose trail and 30-foot parkway or the west side 10-foot parkway. Class II bike lanes shall be provided in place of the ultimate parking areas within the Phase 1 pavement section as shown in Figure 4-7.

FIGURE 4-5 PRIMARY ARTERIAL - VENTURA ROAD

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

As a part of Phase 2 of the Specific Plan Patterson Road along the Phase 2 frontage shall provide two 16-foot travel lanes with a right-of-way width of 104 feet. The street section will include an 8-foot on-street parking area on the east side only, an 8-foot bike lane on the west side, a 16-foot wide center median, and a 12-foot wide multi-purpose trail within a 30-foot wide parkway on the east side as shown in Figure 4-8.

Phase 1 improvements to Patterson Road shall consist of the ultimate roadway and median segments but not the east side multi-purpose trail and 30-foot parkway or the west side 10-foot parkway. Class II bike lanes shall be provided in place of the ultimate parking areas within the Phase 1 pavement section as shown in Figure 4-7.

Teal Club Road between Ventura Road and Patterson Road is to be widened in two phases. Phase 1 widening is shown in Figure 4-9 and includes full build-out from Ventura Road to the new Phase 1 extension of Coronado Place through the Specific Plan area. Full build-out provides for four 12-foot travel lanes with a right-of-way width of 122' and a curb-to-curb pavement width of 78 feet. The pavement section will provide for 8-foot Class II bike lanes, a 12-foot Class I bike path, and a 14-foot wide center paved and striped median as shown in Figure 4-10. The paved and striped median will allow for the continued left-turn access in and out of existing multiple driveways on the south side

of the road.

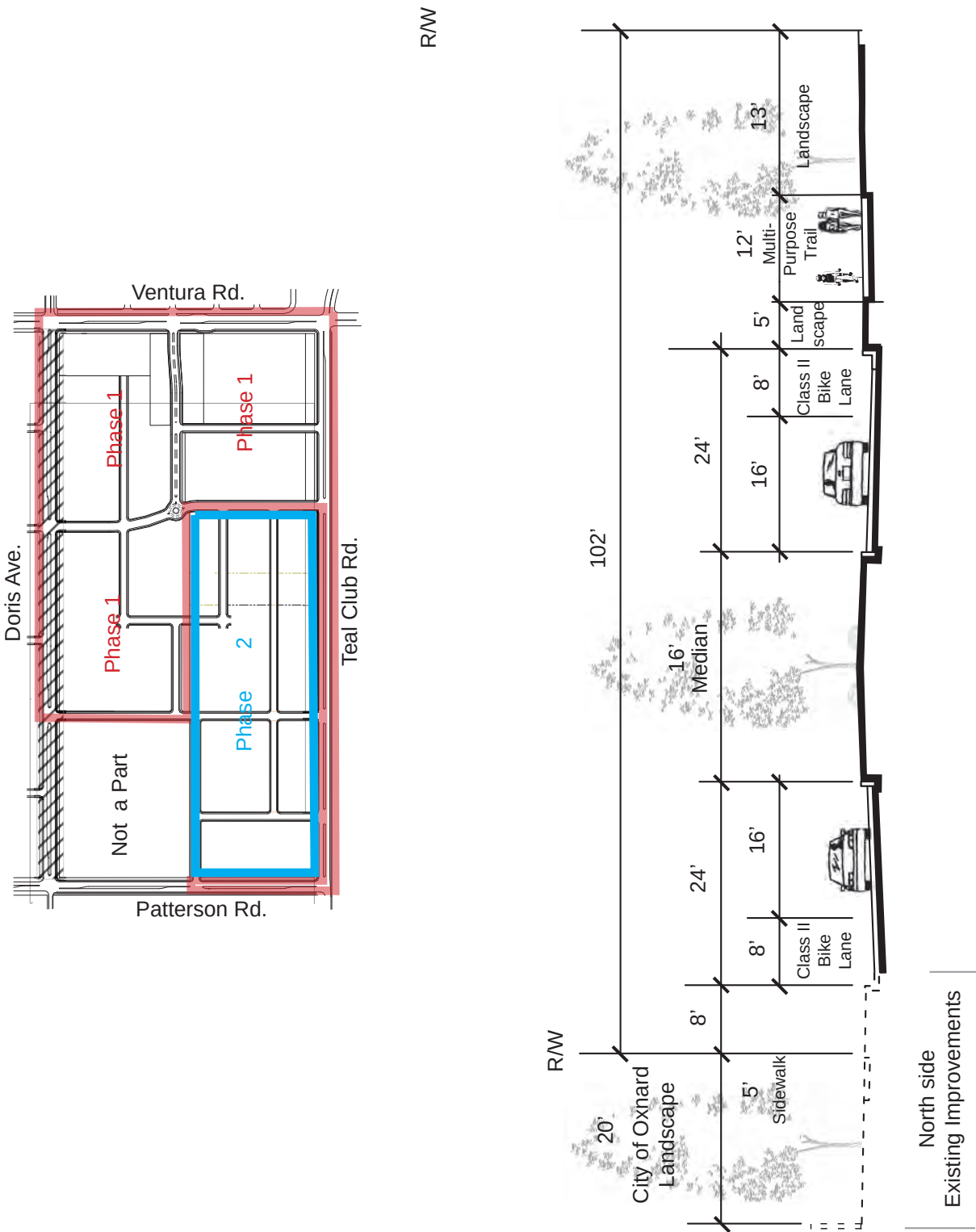
Phase 1 widening of Teal Club Road west of Coronado Place to Patterson Road will consist of improvements within the existing 40-foot right-of-way with two travel lanes and 8-foot paved shoulder areas on each side as shown in Figure 4-9. Phase 1 widening from Patterson Road west to Victoria Avenue will also consist of the two travel lanes and 8-foot paved shoulder areas as shown in Figure 4-9.

Phase 2 widening of Teal Club Road from Coronado Place to Patterson Road will consist of the full build-out of Teal Club Road as shown in Figure 4-10 with four 12-foot travel lanes, 8-foot Class II bike lanes, a 12-foot Class I bike path, and a 14-foot wide center paved and striped median. No further improvements are proposed to Teal Club Road west of Patterson Road except as may be required for traffic movements at the Teal Club Road intersections with Patterson Road and Victoria Avenue.

Dedicated left turn lanes will be provided on secondary arterial roads where needed, subject to City of Oxnard approval.

FIGURE 4-6 SECONDARY ARTERIAL - DORIS AVENUE

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

FIGURE 4-7 SECONDARY ARTERIAL - PATTERSON ROAD PHASE 1

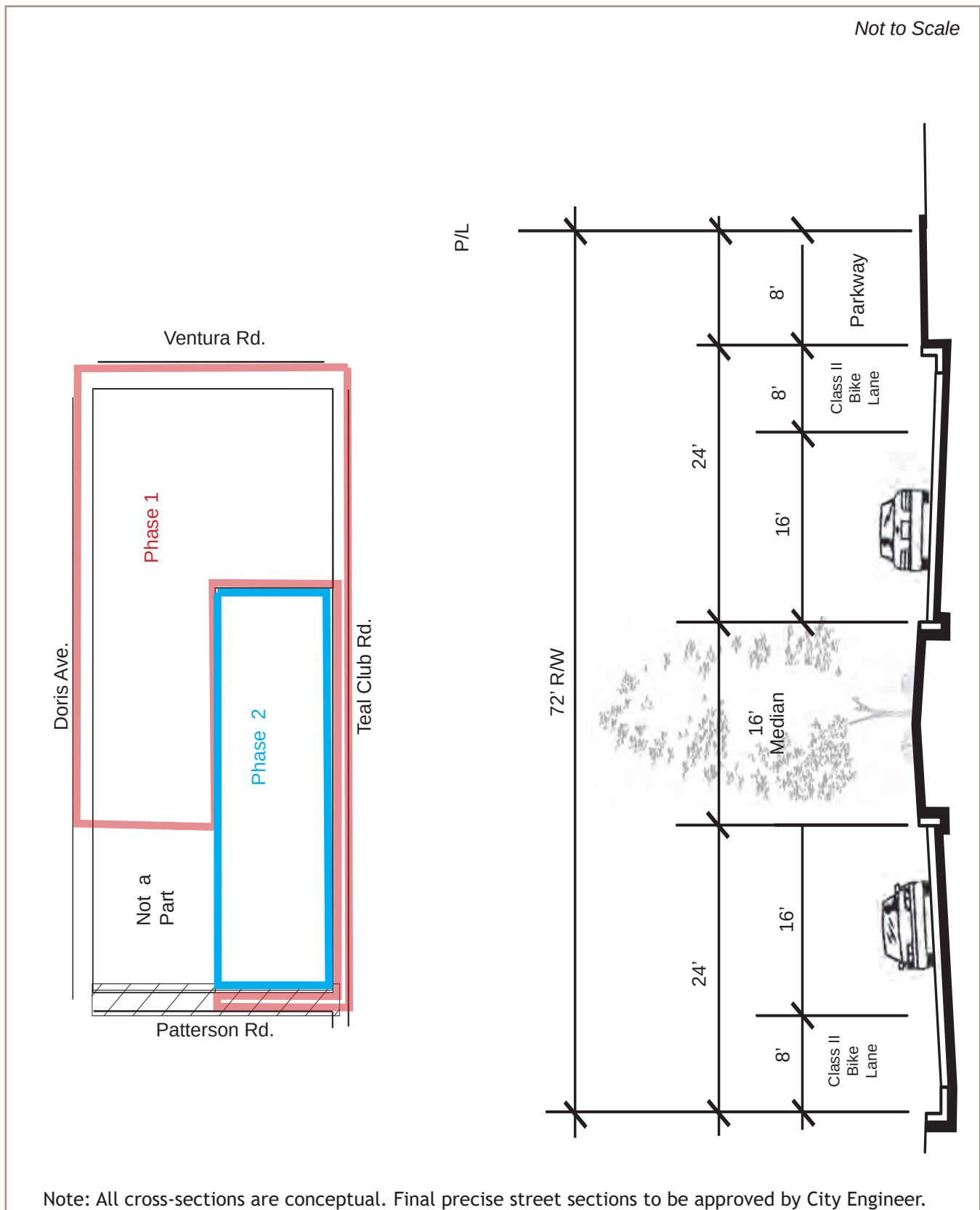
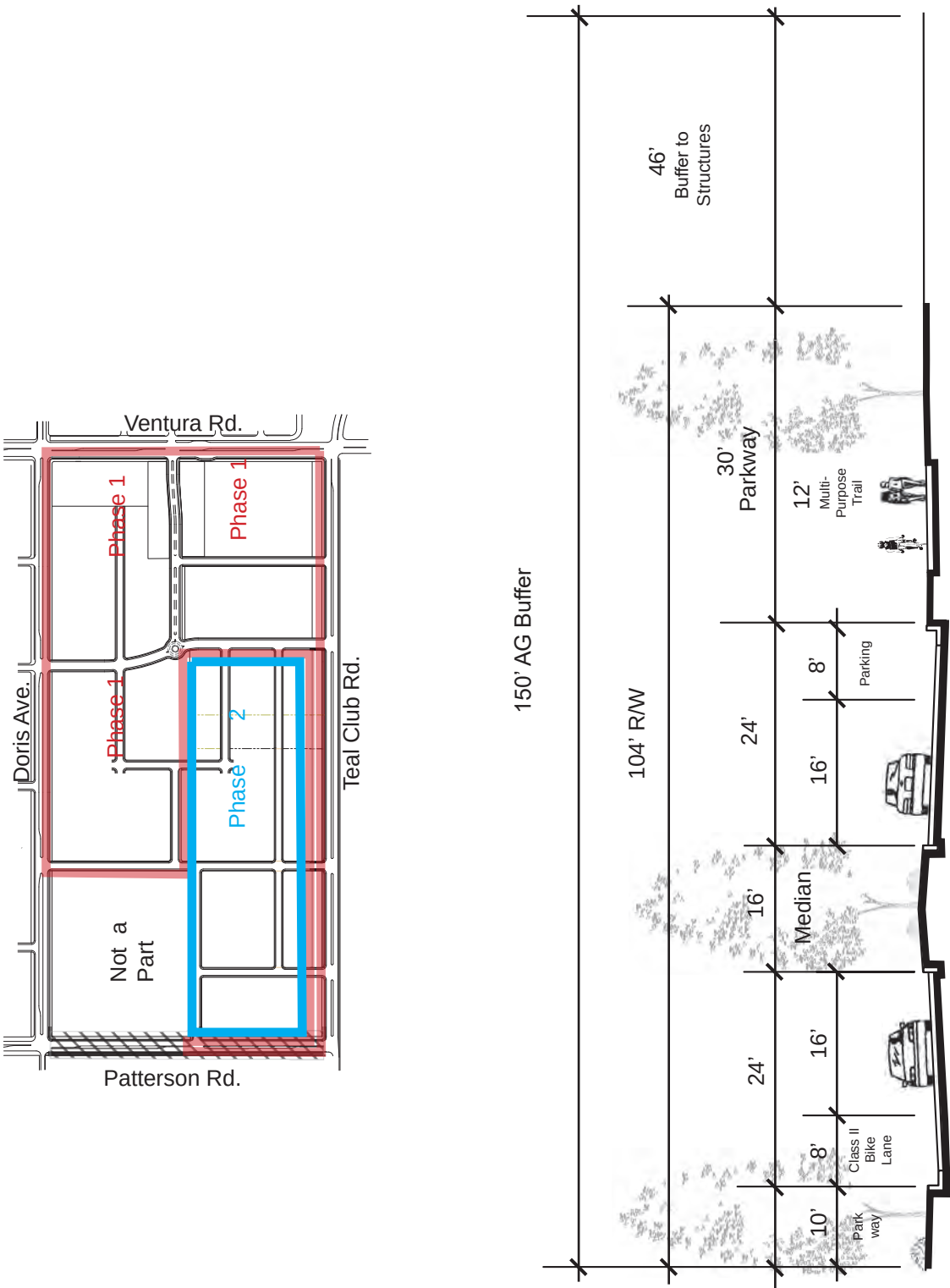


FIGURE 4-8 SECONDARY ARTERIAL - PATTERSON ROAD (ULTIMATE)

Not to Scale



Note: All cross-sections are conceptual. Final precise street sections to be approved by City Engineer.

FIGURE 4-9 SECONDARY ARTERIAL TEAL CLUB ROAD - PHASE 1

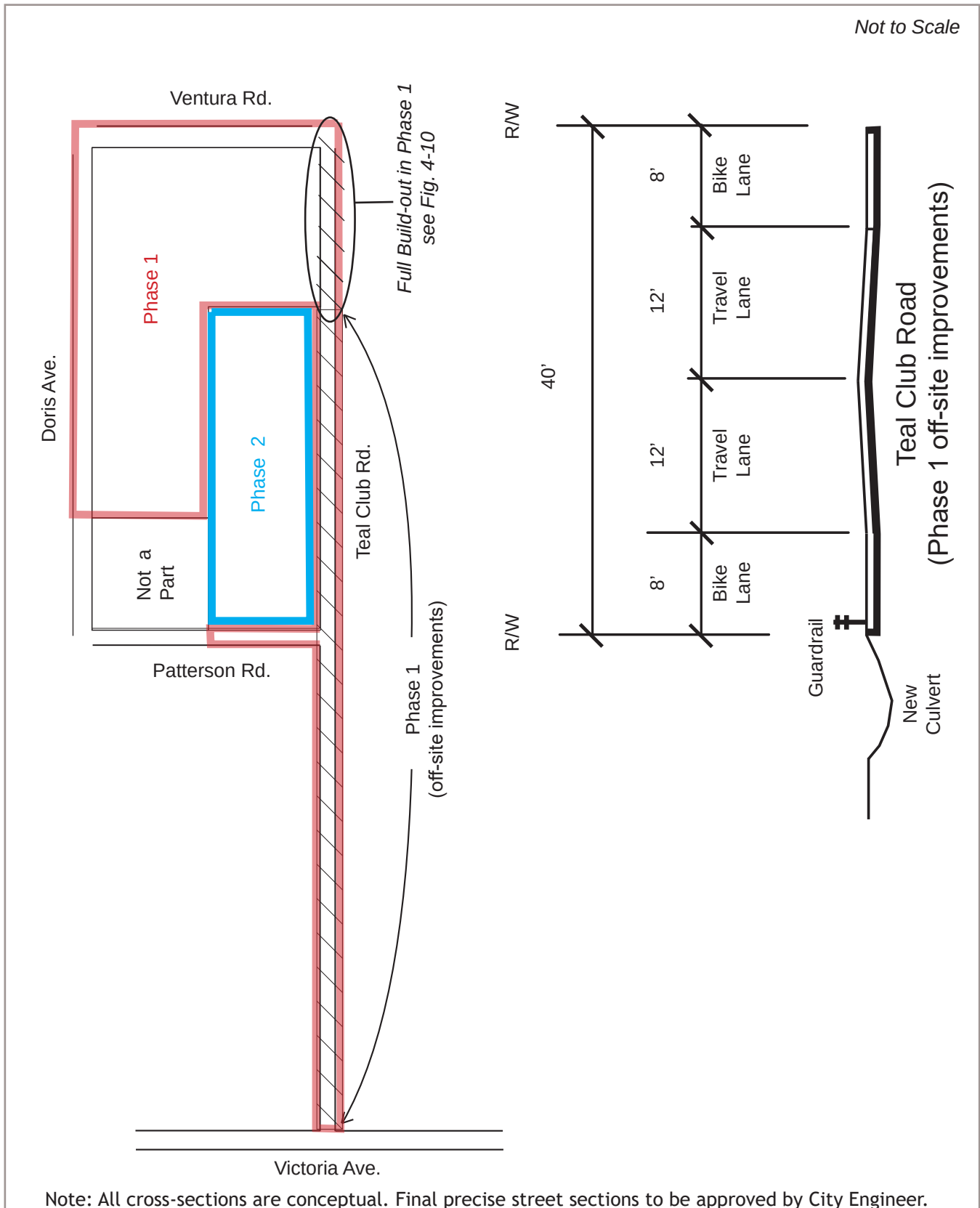
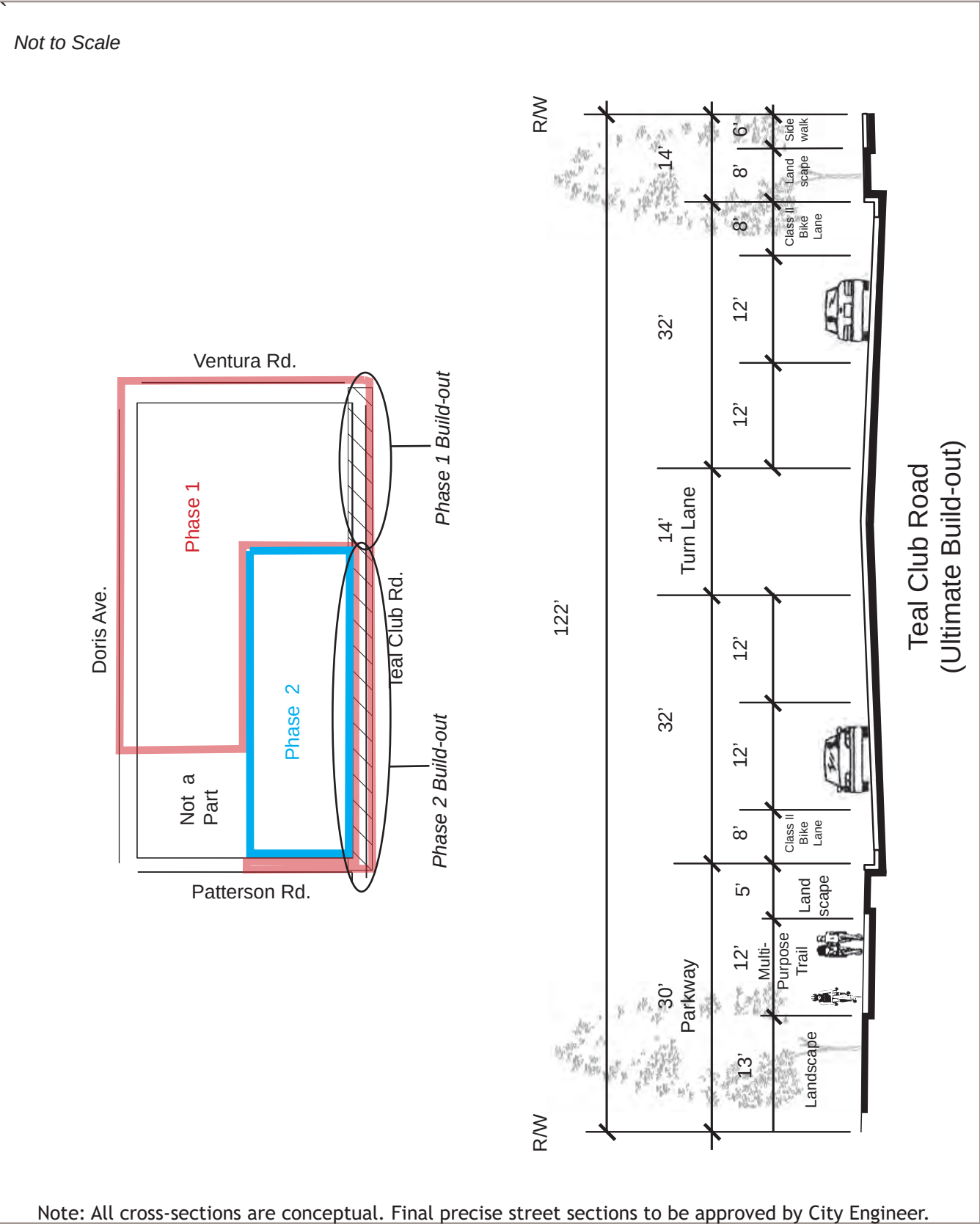




FIGURE 4-10 SECONDARY ARTERIAL - TEAL CLUB ROAD (ULTIMATE)



4.2.3 BIKE LANES & TRAIL NETWORKS

The bike lane system for the Specific Plan area is intended to promote walking and biking within the community, thereby reducing automobile trips and related environmental impacts. Figure 4-11 illustrates the bike lane plan.

The bike lane system within the Specific Plan area provides safe connections between residences, employment centers, Public/Semi-Public uses, the community park, and transit hub. Arterial roads and Collector roads shall include clearly marked Class I and Class II bike lanes.



FIGURE 4-11 BIKE PATH CIRCULATION



4.3 PUBLIC FACILITIES

This section addresses the public service requirements for the Teal Club Specific Plan area. All necessary utilities of sufficient capacity are either adjacent to or will be brought to the site as part of the Teal Club project. Figure 4-12 illustrates existing public schools, fire stations and civic buildings near the project area. Utility sizing in the Specific Plan is preliminary and project-specific studies will be required at the time of subdivision approval. Maintenance funding for Specific Plan infrastructure shall be provided by Maintenance Community Facilities District (CFD) or Community Service Area, subject to approval by the City of Oxnard.

4.3.1 POTABLE WATER

A goal of the project is to minimize potable water use. To provide adequate potable water for the project, the existing agricultural water rights within the Teal Club Specific Plan area will be transferred for Municipal and Industrial uses to the City of Oxnard, subject to the approval of the Fox Canyon Groundwater Management Agency (FCGMA). The agricultural water rights for each property will be transferred to the city after the approval of a final tract map and prior to the start of construction. There is no obligation to transfer agricultural water rights unless a development project consistent with the Specific Plan is fully approved including a final tract map that allows for the construction of the proposed residential units. The City of Oxnard will provide potable water to the site.

The City of Oxnard will be the source of domestic water for the project. Transmission mains exist within the plan area and the Developer will construct any upgrades required to provide potable water service

to the entire Specific Plan area. The precise configuration of water service system for the proposed project will be determined at the time individual tract maps are prepared for each phase of the Specific Plan. Figures 4-13 and 4-14 illustrates the proposed Potable Water System.

4.3.2 ADVANCED WATER PURIFICATION WATER SYSTEM

The City of Oxnard will provide water service to the project area and encourage water efficient landscapes and conservation. Greenbelts, common areas, and similar landscapes shall all utilize “Advanced Water Purification” water for landscape irrigation purposes.

4.3.3 WASTEWATER SYSTEM

The City of Oxnard will provide sanitary sewer service for the project site. All existing and proposed wastewater lines drain through a network of pipes to the Oxnard Wastewater Treatment Plant on Perkins Road. To reduce potential impacts to the off-site lines, the east side of the project area will connect to the Redwood trunk in Ventura Road and the west side of the project will flow to the trunk in Victoria Avenue. The exact configuration of the sewage collection system for the project will be determined at the time individual tract maps are prepared for each phase of the Specific Plan. Figures 4-15 and 4-16 illustrates the proposed Phase 1 and Build-out (Phase1 and Phase 2) Wastewater System.

The City of Oxnard requires that new development connect to the city’s existing wastewater system. Any developer constructing a new wastewater line is required to coordinate the construction and dedication of any such wastewater system with the city for future operation and



maintenance. The developer will pay for its proportionate share of the off-site wastewater mitigations identified in the FEIR. Wastewater lines within private streets will be operated and maintained by a Community Facilities District or Service Area.

4.3.4 STORMWATER DRAINAGE

The Teal Club Specific Plan area is located in the Oxnard Plain Hydrologic Area of the Santa Clara – Calleguas Hydrologic Unit. Storm water from the on-site agricultural fields currently drains to the west and south from the project site to a manmade channel along the southern boundaries of the project area.

The design and sizing of the Teal Club Specific Plan drainage system is based on a 100-year storm event. The exact configuration of the drainage system for the project will be determined at the time individual tract maps are prepared for each phase of the Specific Plan. The proposed Phase 1 and Build-out (Phase 1 and Phase 2) Stormwater Drainage System drainage system is illustrated in Figures 4-17 and 4-18.

The design and sizing of the Teal Club Specific Plan drainage system and water quality treatment system shall comply with the applicable National Pollution Discharge Elimination System (NPDES) MS4 Permit in force at the time of development, subject to the interpretation of the governing body regulating permit issuance. All facilities within the Specific Plan area shall be funded,

permitted, and maintained in satisfactory order by a Master Property Association, Community Facilities District, or other private entity as approved by the City of Oxnard. Stormwater lines within private streets that primarily serve private streets will be operated and maintained by the Home Owners' Association.

4.3.5 SOLID WASTE DISPOSAL

The City of Oxnard-owned Del Norte Regional Recycling and Transfer Station (DNRRTS) will provide solid waste disposal services to the project area. Any remaining refuse from the project that cannot be accommodated by the DNRRTS will be hauled to other landfill sites in Ventura County. User fees for collection and disposal services will be incurred for development within the project area.

FIGURE 4-12 PUBLIC FACILITIES

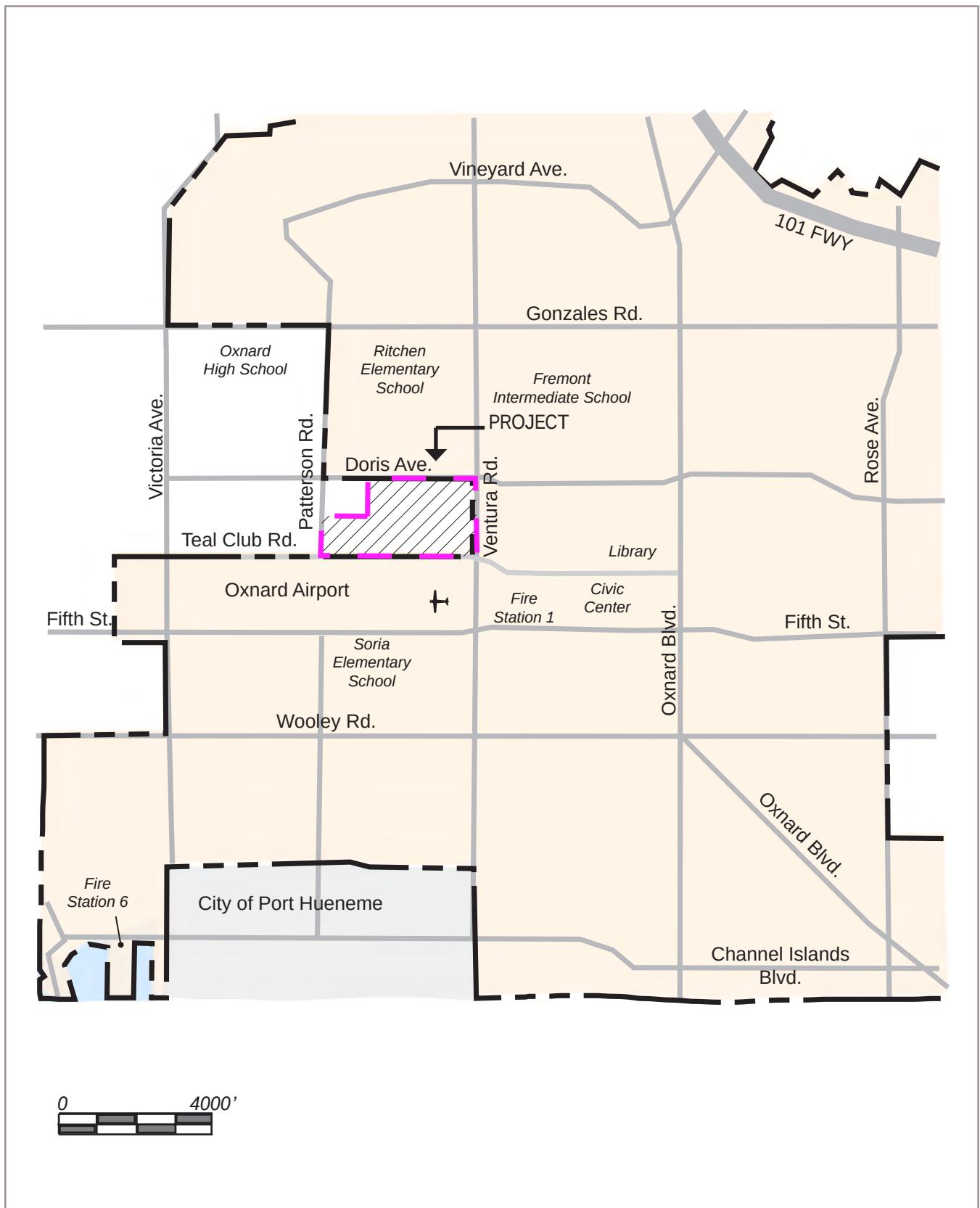


FIGURE 4-13 PROPOSED PHASE 1 WATER SYSTEM

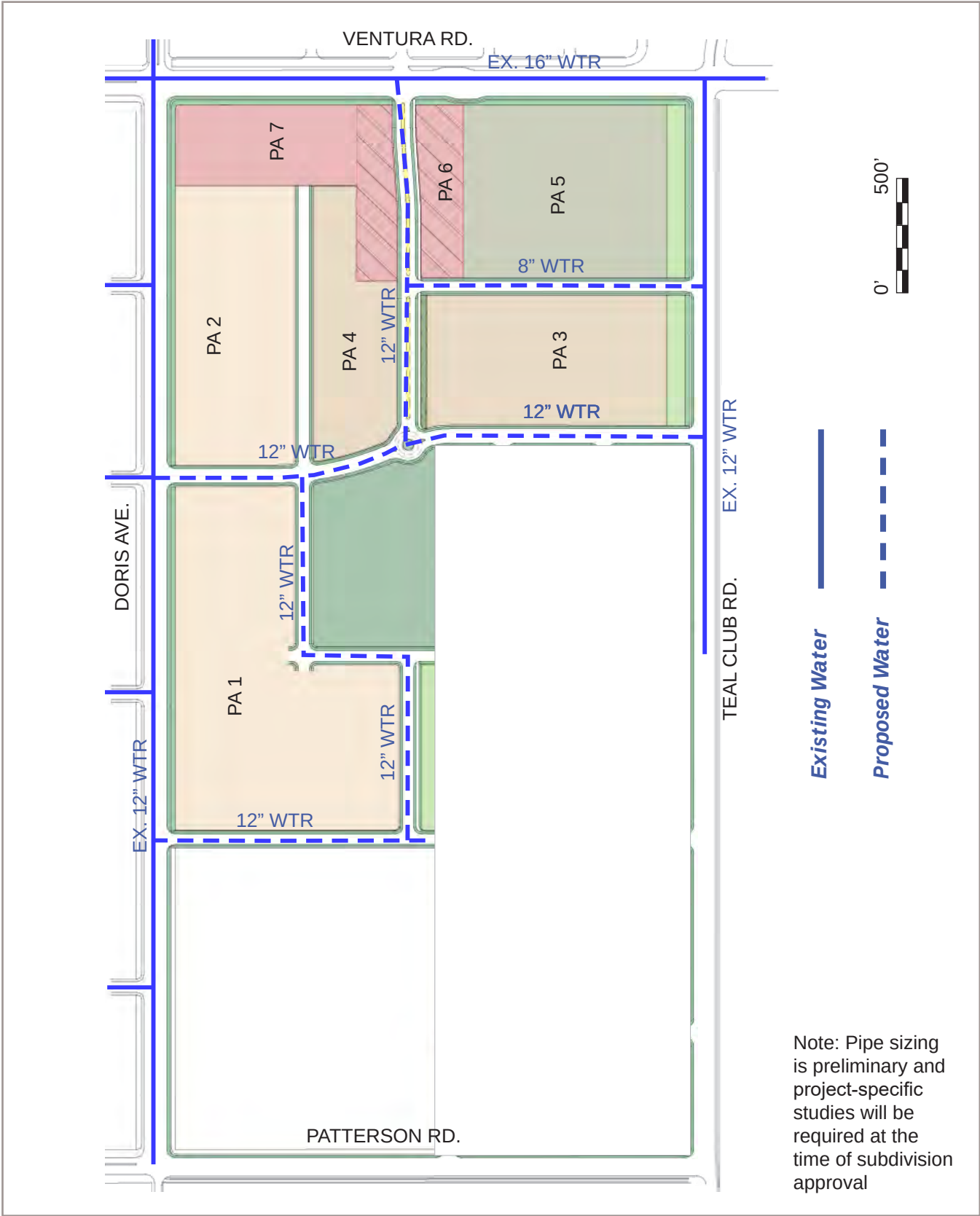


FIGURE 4-14 PROPOSED BUILD-OUT WATER SYSTEM

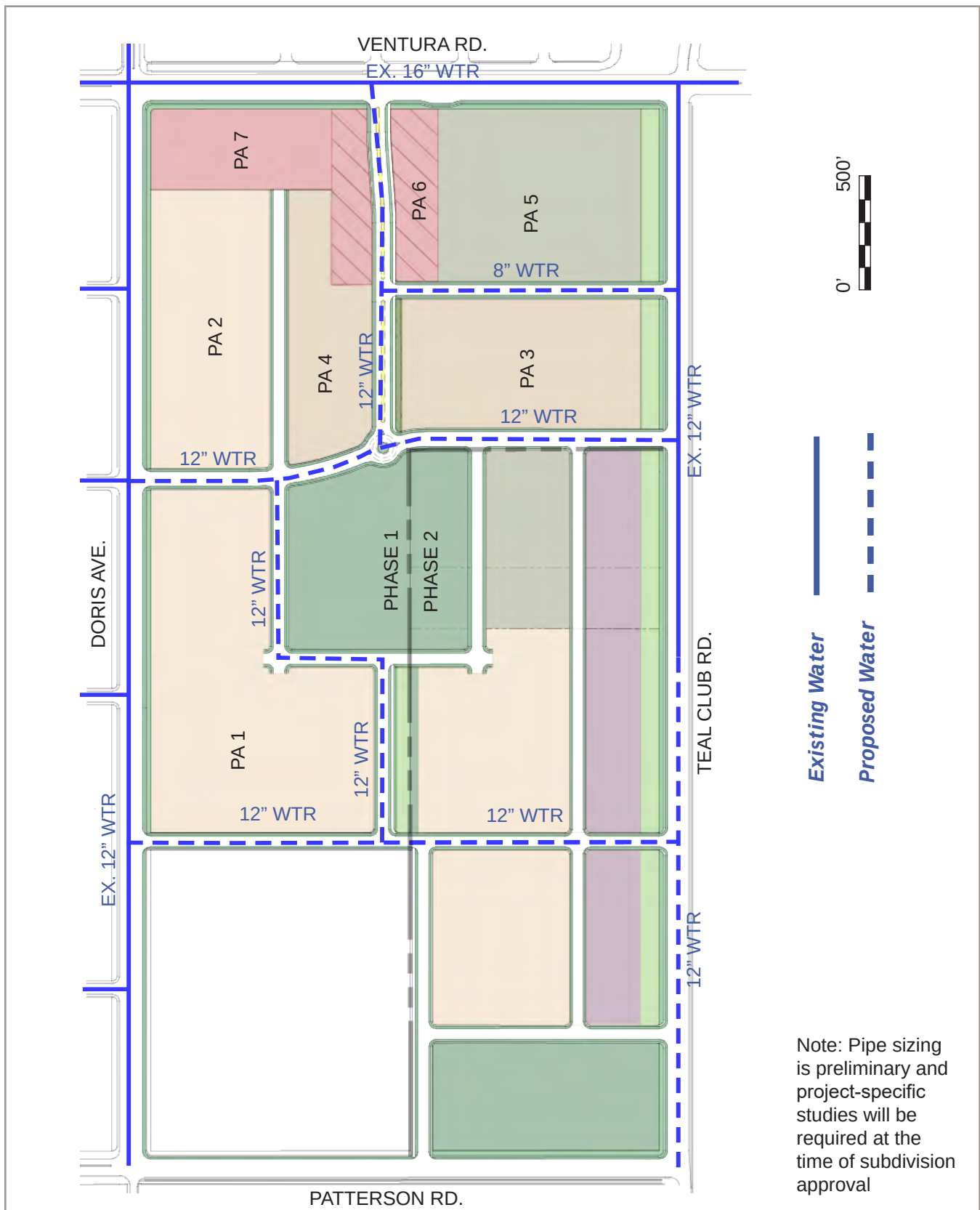




FIGURE 4-15 PROPOSED PHASE 1 WASTEWATER SYSTEM

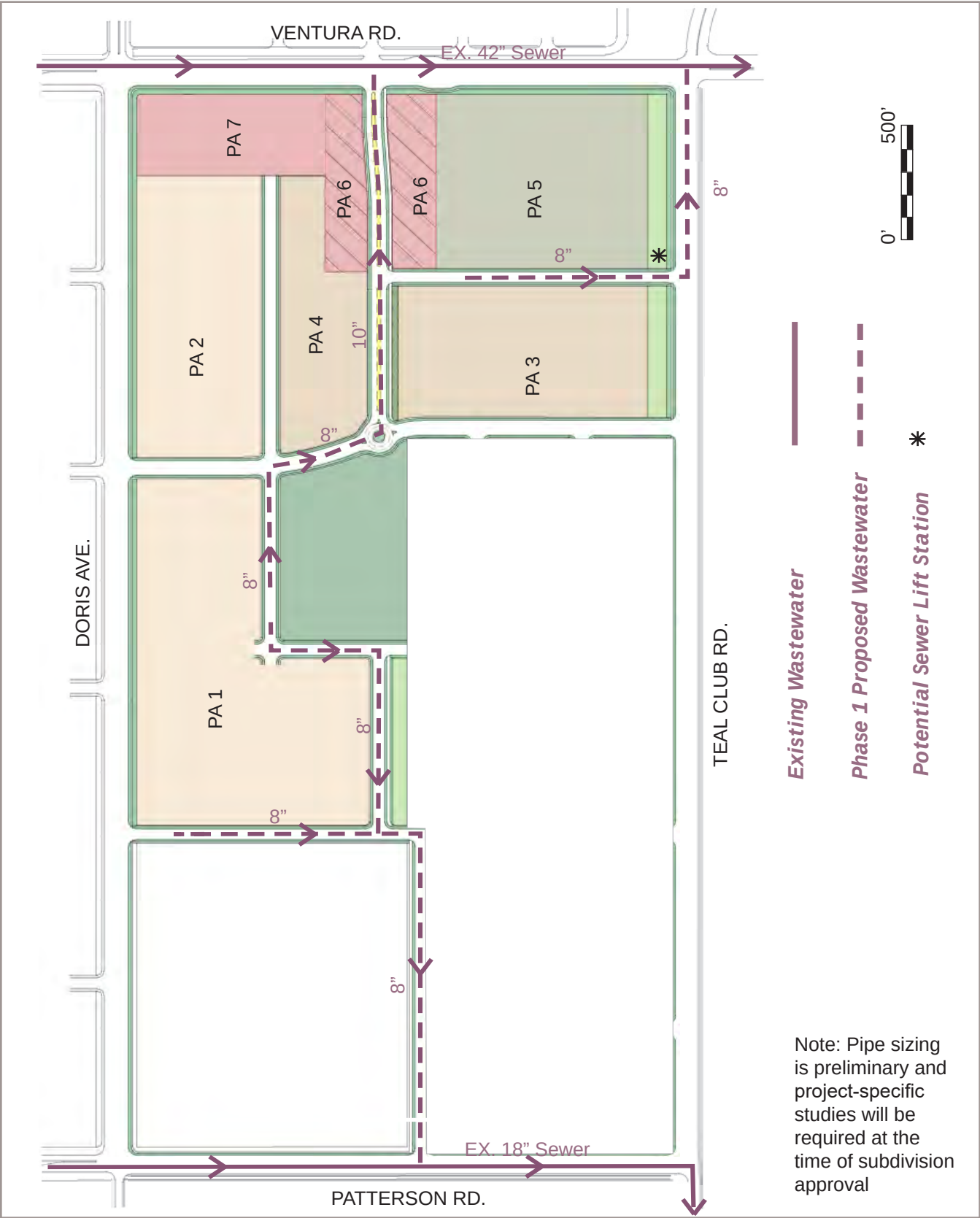


FIGURE 4-16 PROPOSED BUILD-OUT WASTEWATER SYSTEM





FIGURE 4-17 PROPOSED PHASE 1 STORMWATER DRAINAGE SYSTEM

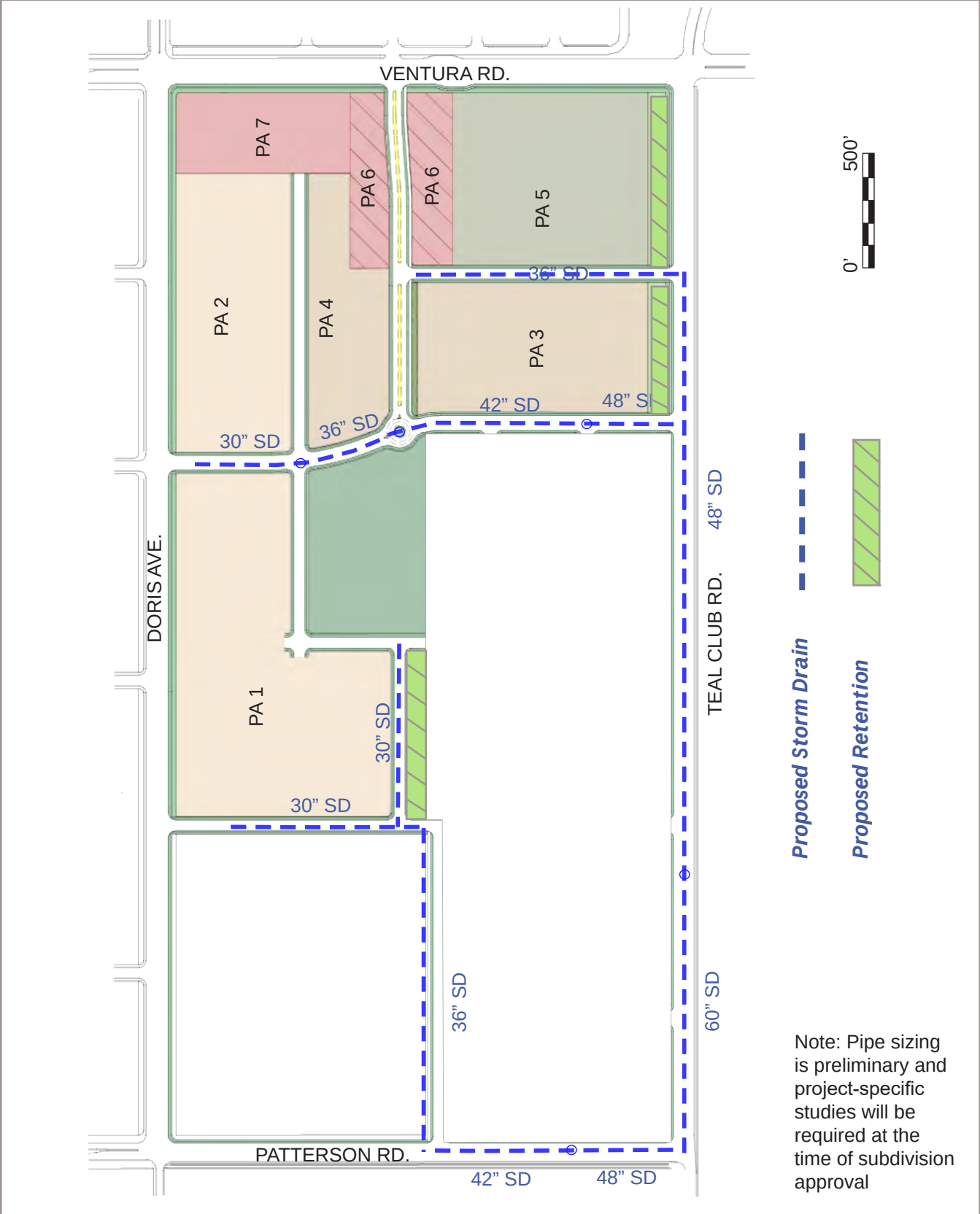


FIGURE 4-18 PROPOSED BUILD-OUT STORMWATER DRAINAGE SYSTEM





4.3.6 NATURAL GAS

The Southern California Gas Company (SCG) supplies gas resources to the City of Oxnard. The existing SCG facilities will serve as primary sources of gas supply for the Teal Club Specific Plan. SCG will review the proposed gas piping layout at the design development phase.

4.3.7 ELECTRICITY

Southern California Edison (SCE) provides electricity to the project area. The existing SCE facilities will serve as the primary sources of electrical supply for the Teal Club project. All future electrical additions located within the project boundaries will be placed underground.

4.3.8 PUBLIC SCHOOLS

Oxnard School District (OSD) and Oxnard Union High School District (OUHSD) provide public education services to the project area. Development of approximately 990 residential units proposed as part of the Specific Plan would introduce additional students into the OSD and OUHSD and increase demand on school facilities. School fees are used to mitigate impacts associated with adding incremental amounts of students to school districts. OSD has acquired a 25-acre site immediately adjacent to the Teal Club Specific Plan at the southeast corner of Doris and Patterson Roads. The district proposes to construct school facilities to serve the Kindergarten through 8th Grade students within the surrounding community, including the Teal Club Specific Plan area. OUHSD will house students generated by the project in existing or future facilities.

4.3.9 POLICE PROTECTION

The Teal Club Specific Plan is served by the City of Oxnard and the Ventura County

Sheriff's Department since the property is within the city's Sphere of Influence but not within its current corporate limits. Once annexed to the city, the Specific Plan area will be served by the City of Oxnard Police Department.

Developers within the Teal Club Specific Plan shall coordinate with the city's police department regarding the design standards and safety protection requirements and will implement these in the final design and construction of all residential, commercial and public structures.

4.3.10 FIRE PROTECTION

The Teal Specific Plan area is served by the Oxnard Fire Department. Two fire stations are located in proximity of the project area; Fire Station 1 and Fire Station 6. Fire Station 1 is located at 491 South "K" Street, approximately 1.2 miles east of the Specific Plan area and would be the primary response company. Fire Station 6 is located at 2601 Peninsula Road, approximately 2.3 miles northeast of the project site.

All development within the Specific Plan shall pay applicable City of Oxnard Fire Protection fees in place as required by City Ordinances. The use of non-flammable materials, especially roofing materials, will be required for all structures in the Specific Plan area.

4.3.11 PARKS & RECREATION

There are two public parks in the plan area: the Phase 1 and 2 portions of the ten-acre centrally located Neighborhood Park and the 7.3 acre Phase 2 southwest area park. The central east-west greenbelt creates a visible connection for public gathering, organized recreation, walking, and biking.

Both public parks will be owned and maintained by the City of Oxnard and serve a portion of the recreational needs of the plan area and the existing nearby neighborhoods. Maintenance funding shall be provided by a city-approved funding mechanism established and formed by the developers of the Specific Plan and financed by all development within the Specific Plan as provided for in the Project Development Agreement(s). Turf play areas, playground equipment, bathrooms, and picnic tables will be incorporated into these parks, subject to final design approval by the City of Oxnard.

Private recreation facilities shall be included within each multi-family project to meet a portion of recreational needs as determined during the Planned Development Permit approval process.



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5

ENVIRONMENTAL RESOURCES

5.1 OVERVIEW

The City of Oxnard strives to be a leader in environmental resource sustainability. This chapter focuses on implementing long-established state and federal regulations and should be used in conjunction with Chapter 2 - Sustainable Community, which focuses on new environmental issues such as climate change.

5.2 WATER RESOURCES

The Teal Club Specific Plan provides important implementation measures for the city's water resource management goals.

5.2.1 WATER SUPPLY

The Teal Club Specific Plan provides for the transfer of historic agricultural pumping rights to the city for municipal uses. The transfer reduces the amount of water that may be extracted from the aquifer and the existing wells will be capped.

5.2.2 ADVANCED WATER PURIFICATION WATER

The Teal Club site is located on Ventura Road where the City of Oxnard water infrastructure has been installed. With the addition of the Advanced Water Purification program the water distributed throughout the project site will be primarily locally sourced and will reduce the environmental impacts associated with imported water.

5.3 AESTHETIC RESOURCES

5.3.1 OPEN SPACE

The 17-plus acres of Neighborhood Parks will provide a healthy and scenic outdoor asset while the tree-lined Multi-Purpose Trail and agricultural buffer will provide a pleasing background for residents and the larger community.

5.3.2 ROADWAYS

New 14 to 16-foot landscaped medians will be added to Ventura Road, Doris Avenue and Patterson Road. Large, landscaped parkways (15-30 feet) will separate arterial streets from the project. A greenbelt along Beverly Drive will provide a pleasant walking or biking



connection to the community park, schools and the Mixed Use area.

5.4 CHARACTER ENHANCEMENT

The Teal Club Specific Plan seeks to create an environment where most of the services and activities for residents and employees are located within walking distance of their homes or offices. Encouraging walking requires appropriate destinations and linkages as well as the creation of a pedestrian-friendly environment. The Teal Club Specific Plan therefore incorporates traditional neighborhood design components that promote “porch and street orientation” that fosters personal interaction between private buildings and the public realm.

Courtyard/Cluster homes (R-2) include porches and architectural elements reflecting the early twentieth century diversity and character of style evident in the nearby Oxnard Historic District.

Providing nodes of activity also enhances the pedestrian experience. The neighborhood park is located at the mid-point of the main pedestrian axis through the site so that it is a visible destination for most residents.

5.5 LANDSCAPE DESIGN

Landscaping is intended to be native or adapted species in all open space areas and should need minimal irrigation after a grow-in period. Trees are an important part of the overall landscape plan and will be selected based on a number of criteria as defined in the Landscaping Design Guidelines section of this Specific Plan.

5.6 AGRICULTURE

Existing agricultural fields to the west of the project area will be buffered according to the County of Ventura Agricultural/Urban Buffer Policy revised July 19, 2006. A minimum 150-foot buffer area with a vegetative screen as defined in the county’s buffer policy will be placed between agricultural uses and the new developed uses. The Phase 2 park and Patterson Road provide the permanent west edge project buffer. The development of Phase 1 will also buffer the remaining agricultural fields located in Phase 2 of the Specific Plan until such time as Phase 2 is developed. The Phase 1 Agricultural Buffer is shown in Figure 8-1.

5.7 AIR QUALITY

In addition to standard construction mitigation measures, the land-use and zoning of the Teal Club Specific Plan co-locates a variety of uses in order to minimize vehicle miles traveled. Jobs, housing, public/semi-public uses, Urban Village commercial services (restaurants, shops, childcare, etc.), recreational opportunities and transit options will be connected by safe, attractive greenbelts, trails and bikeways. When combined with the features identified in Chapter 2 -Sustainable Community, the Teal Club Specific Plan will effectively reduce the number of vehicle miles that residents need to travel due to the availability of services and alternative modes of transportation listed above.

6

SAFETY & HAZARDS

6.1 OVERVIEW

This chapter addresses both the safety and noise factors relevant to the Teal Club Specific Plan.

6.2 AIRPORT COMPATIBILITY

The Teal Club Specific Plan is located just north of the Oxnard Municipal Airport and within the airport's Sphere of Influence. The site lies directly below the landing pattern for aircraft approaching the airport from the northwest. The Airport Air Safety Zones map and project location are shown in Figure 6-1. Therefore, the Teal Club Specific Plan is designed to meet the conditions identified in the Ventura County Comprehensive Airport Land Use Plan (ACLUP) for sites located within the Traffic Pattern Zone (TPZ):

- The structural coverage of residential units is less than 25% of the overall site area
- The structural coverage of commercial or industrial development is less than 50% of the site area.
- An aviation easement will be granted to the County of Ventura.

The land use density maximums in this section apply to the overall Specific Plan area. Each development phase shall show compliance with these overall density requirements as part of the Tentative Tract Map filing for both the proposed development and the cumulative development.

Further, the Federal Aviation Administration (FAA) has jurisdiction over development proposals under Title 14, Code of Federal Regulations, Part 77. Potential noise impacts from airport operations will be analyzed through the project's Environmental Impact Report (EIR) and mitigations implemented.

The project plans shall address landscape materials the size and location of trees to minimize any potential hazard.

6.3 NOISE

The project's location next to the Oxnard Airport requires that all buildings include noise buffering. The noise analysis and mitigations are detailed in the EIR.

6.4 TRAFFIC & PEDESTRIAN SAFETY

The Teal Club Specific Plan circulation plan is designed to enhance the safety and comfort of all modes of transportation. Street widths have been minimized and most allow on-street parking which slows vehicular traffic. Wide sidewalks are separated from traffic with landscaped parkways and a Class I trail links much of the residential land uses to both the Commercial Mixed Use area and neighborhood park. Design guidelines require buildings to front the streets with porches or storefronts. This keeps more "eyes on the street" to further increase safety.

Teal Club Specific Plan EIR



Air Safety Zones

Source: Heliplanners

7

HOUSING & URBAN VILLAGE CONCEPT

7.1 OVERVIEW

The Teal Club Specific Plan is an important component of the implementation of the City of Oxnard 2030 General Plan, the City of Oxnard General Plan Housing Element and the State-approved Regional Housing Needs Assessment. The Specific Plan, General Plan Housing Element and the State-approved Regional Housing Needs Assessment allows for the development of 990 residential dwelling units in a variety of densities, product types and price ranges to meet the City's growing population.

7.2 URBAN VILLAGE CONCEPT

This Specific Plan is a City of Oxnard-designated Urban Village. As discussed throughout the Specific Plan, the design guidelines, housing types, mix of land uses, and landscape and pedestrian orientation concepts implement a neo-traditional town planning concept. Chapter 3 of the 2030 Oxnard General Plan addresses the vision to guide future development in the City. In

particular, Community Development Goal CD-7 calls for the “Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.”

General Plan Policy CD-7.1 defines the implementation of Goal CD-7 as follows:

Establishment of Urban Villages

Six areas of the City are initially designated as Urban Villages. A specific plan for each area shall be prepared in advance of implementing an Urban Village in a specific authorized location. Additional Urban Villages and guidelines may be subsequently adopted by the City Council. Urban Villages shall be characterized by:

- *Infill and/or development of formerly agricultural land*
- *Reinvestment in the existing community*
- *Mixture of land uses*
- *Mix of residential densities and housing types*
- *Providing a minimum of 15 percent affordable housing*
- *Location along or near corridors, downtown, and transit nodes*
- *Transit, pedestrian, and bicycle circulation given high priority*



Within the General Plan the Teal Club Specific Plan is further described as follows:

TEAL CLUB SPECIFIC PLAN

Location. Teal Club Road, Patterson Road, Doris Avenue, and Ventura Road.

Land Use. Transit oriented residential with supporting mixed use, schools, parks, and neighborhood commercial services.

Overview. The intent of this urban village is to encourage neo-traditional town planning compatible with surrounding uses and the Oxnard Airport with a focus on sustainability by using green building and planning principles, provision of adequate public and semi-public uses, transit-oriented development, and an identity-creating entry component facing Ventura Road. A central focus of this development will be in the provision of balanced community with jobs, school, recreation, shopping, and affordable and market-rate housing.

The Teal Club Specific Plan, as formulated within this document, implements the General Plan Urban Village Goal CD-7. The land use plan, community layout and development standards and guidelines ensure that the objective criteria of General Plan Policy CD-7.1 will be implemented upon completion of the Specific Plan. The General Plan Overview description of the Teal Club Specific Plan is also fully-realized by the implementation of this Specific Plan document. To achieve an appropriate mix of housing the Specific Plan has established density ranges for each Planning Area. These

density ranges provide for a wide variety of housing types to meet a diverse range of community housing needs. Unit types will include Medium-High Density market-rate and affordable income-restricted apartments (18 to 30 units per acre), condominium and townhome for-sale housing (12 to 18 units per acre) and detached small-lot, single-family homes (7 to 12 units per acre). Within these product types there will be a range in unit sizes to accommodate single occupancy as well as larger household groupings.

7.3 INCLUSIONARY HOUSING

As an Urban Village the Teal Club Specific Plan will provide for fifteen percent of the overall unit count to be affordable, inclusionary housing based on household income as defined by the California Health and Safety Code. Of this fifteen percent total requirement, the following percentages of income levels shall apply:

40% - Very Low Income

60% - Lower Income

The qualifying inclusionary units may be co-located in multi-family buildings or dispersed throughout the project but shall be built with a similar quality of materials and amenities so as not to be distinguishable from market-rate units.

Phase 1 of the Specific Plan shall be required to provide the inclusionary units for Phase 1 within the Phase 1 boundary. These inclusionary, affordable units shall be constructed in PA 5 and/or PA 6, as the developer may elect.

In the event that land is donated to the City or a qualified affordable housing developer within Phase 1 specifically for a 100% affordable, inclusionary housing project, that project may apply for any and all density bonus provisions provided under Local or State Law in force at the time of the affordable, inclusionary project approval. Any density bonus project approved under Local or State density bonus provisions shall be evaluated as required under the applicable California Environmental Quality Act and other Local or State laws.

Phase 2 of the Specific Plan shall be required to provide the inclusionary units for Phase 2 within the Phase 2 boundary. In the event that land is donated to the City or a qualified affordable housing developer within Phase 2 specifically for a 100% affordable, inclusionary housing project, that project may apply for any and all density bonus provisions provided under Local or State Law in force at the time of the affordable, inclusionary project approval. Any density bonus project approved under Local or State density bonus provisions shall be evaluated as required under the applicable California Environmental Quality Act and other Local or State laws.

7.4 RESIDENTIAL UNIT MIX

The mix of residential units is intended to meet existing and future community needs. The unit mix and unit sizes shall be evaluated by City staff and Planning Commissioners as part of the development review and approval process for subdivisions and individual discretionary permits within the Specific Plan. This review shall include consideration of the inclusion of very small units, multi-generational units, large households, seniors or special needs. The density ranges encourage a combination of detached, attached and multi-story units to meet the widest range of household types possible in a pedestrian-friendly and transit-accessible location.



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8

IMPLEMENTATION

8.1 PHASING

The project includes two major phases based on ownership as illustrated in Figure 8-1 and 8-2. Development of the Specific Plan is anticipated to occur over a five to ten year period. As a result, there will be a number of individual projects and sub-phases within each phase. Development of the major land use components may occur independently of one another or in parts. It is intended that agricultural production continue, to the degree economically feasible, on the undeveloped segments of the Specific Plan area. The right to farm under generally accepted standards near development is accorded to each property within the Specific Plan area.

The project developer shall construct, repair, and/or upgrade as necessary the infrastructure improvements that are within the project site and serve only the project at its sole cost and expense. The project developer shall construct, repair, and/or fund the infrastructure upgrades necessary beyond the project boundary as required to serve both the project and the city. Infrastructure reimbursement agreements shall be required between all developments within the Specific Plan to ensure an equitable, proportional sharing of backbone infrastructure costs.

The Specific Plan EIR Mitigation Monitoring and Reporting Program shall be utilized as the guiding document for providing a logical extension of necessary infrastructure to support development of individual Planning Areas within the overall project. As development occurs within the Specific Plan area onsite and offsite roadway improvements shall be provided to insure that traffic impacts within and beyond the Specific Plan area are mitigated. Other infrastructure improvements including “Advanced Water Purification” water, sewer service, storm drains and water quality treatment systems, and public utilities shall be provided to serve the needs of the individual Planning Areas and project phases.

The extent and sequence of phases of development will be approved through the City’s development review process and subdivision map approval process with implementation of the utility master plans, as contained in this Specific Plan, as required to provide necessary utility services. Each development shall be responsible for improvements within their individual project boundary as defined within the Phase 1 and Phase 2 Development Agreements and the future implementing entitlement Subdivisions, Tract Maps, and project Conditions of Approval.

8.2 AGRICULTURAL BUFFERS

Agricultural buffers are required to separate new development from existing agricultural uses. The primary agricultural buffer will be parallel to Patterson Road adjacent to Phase 2 development. It will be installed concurrently with the Patterson Drive road improvements identified in Chapter 4 - Infrastructure. The Agricultural buffer area extends into



the neighborhood Park along Patterson Road. Uses within the buffer area shall conform to the Ventura County Agricultural Commission's adopted policies.

Interim agricultural buffers may be necessary between Phase 1 and Phase 2 of the Teal Club Specific Plan. The first phase shall provide a full 150-foot structural setback buffer adjacent to any remaining agricultural uses as shown in Figure 8-1.

8.3 FINANCING DISTRICTS

At the developer's request, the City shall, pursuant to California Government Code Section 53311 et. seq., establish a Community Facilities District for capital improvements and create bonded indebtedness to finance the construction or acquisition of certain facilities such as roads, utilities, drainage, public facilities and other infrastructure.

If the City and Developer choose to, the City shall, pursuant to California Government Code Section 53311 et. seq., establish a Community Facilities District for the purpose of funding the maintenance costs of certain improvements such as roads, utilities, drainage facilities, parks, landscaping and public facilities.

8.4 DEVELOPMENT REVIEW PROCESS

All development within the Teal Club Specific Plan area is subject to the standards and guidelines in this Specific Plan. As part of the discretionary permit review process (i.e., staff review, development design review permit, Special Use Permit, subdivision map approval, etc.), the City of Oxnard shall review project submittals for consistency with

these standards and guidelines. Subdivision maps and related discretionary permits shall be processed in accordance with the procedures established by the City of Oxnard and defined within the City of Oxnard Municipal Code.

8.5 SPECIFIC PLAN ADMINISTRATION

The Specific Plan includes development and design guidelines but cannot anticipate every potential condition requiring decisions within the development review process. Any subsequent discretionary approval or amendment to the Specific Plan must be consistent with the General Plan as amended and/or updated.

Development applications that are not in substantial conformance with the Specific Plan or that may require an amendment to the Specific Plan shall be governed by the following processes under the following four application categories: Minor Modifications, Major Modifications, Specific Plan Amendments, and Special Use Permits.

8.5.1 MINOR MODIFICATIONS

The following items may deviate, within specified limitations, from the adopted Specific Plan but shall be considered to be in Substantial Conformance with the Specific Plan. This revision shall occur concurrent with the applicable discretionary permits.

FIGURE 8-1 PROPOSED PHASED IMPROVEMENT PLAN - PHASE 1

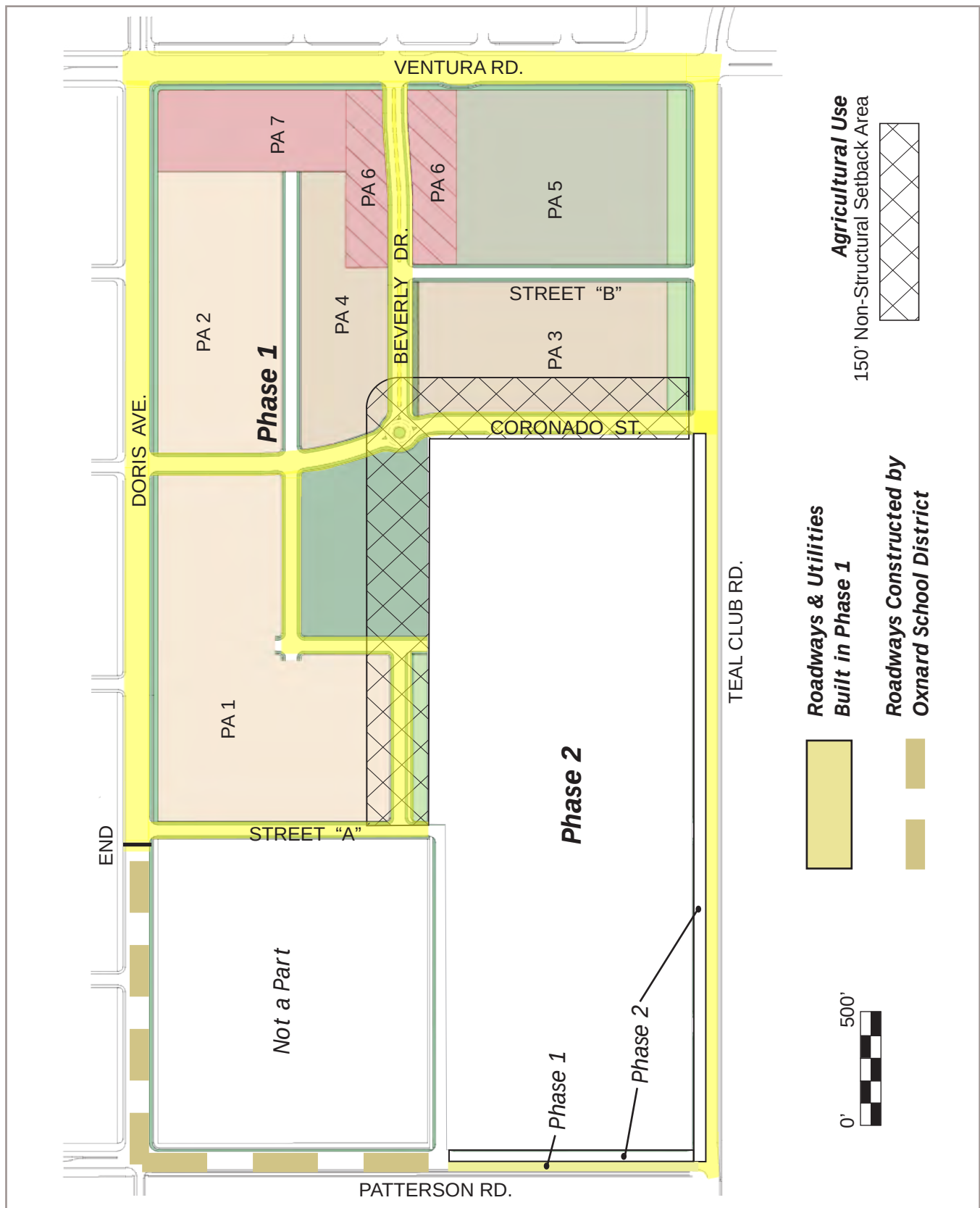
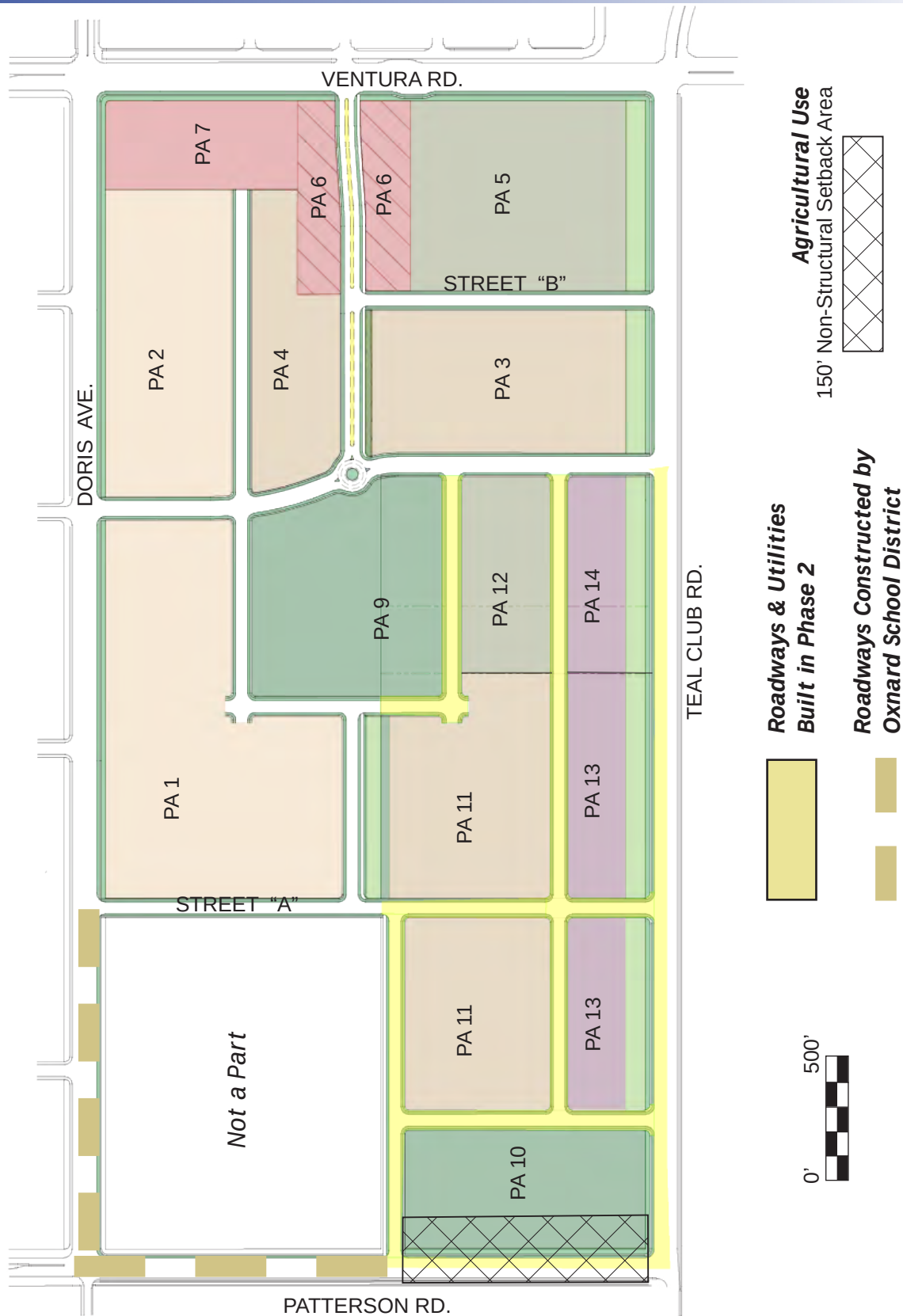




FIGURE 8-2 PROPOSED BUILD-OUT IMPROVEMENT PLAN



Examples of Minor Modifications include the following:

- ❑ Final facility sizing and alignment of water, sewer, and storm drain improvements (as directed by the City Engineer);
- ❑ Change in utility and/or infrastructure serving agency;
- ❑ Alignment of streets within neighborhoods so long as the number and approximate spacing of connections is in general conformance with the Specific Plan Land Use Plan;
- ❑ Local street, road, and multi-purpose trail alignments provided that connecting of destination points is maintained;
- ❑ Minor landscape and streetscape design modifications consistent with the Design Guidelines contained in this document and approved through the development review process;
- ❑ Deletion of utility infrastructure deemed unnecessary by the City Engineer.
- ❑ Re-distribution of dwelling units between Planning Areas provided that the re-distribution falls with the allowed density for each affected Planning Area.

8.5.2 SPECIFIC PLAN AMENDMENTS

Amendments may be requested at any time pursuant to Section 65453(a) of the California Government Code. Any proposed modification to the Specific Plan beyond the defined limits of the Minor or Major Modification will be processed as a Specific Plan Amendment. Depending upon the nature of the proposed Specific Plan Amendment, additional environmental analysis may be required, pursuant to Section 15162 of the California Environmental Quality Act.

8.6 MITIGATION MONITORING & REPORTING PROGRAM

Refer to the Teal Club Specific Plan EIR Mitigation Monitoring and Reporting Program for implementation and reporting of the Mitigation Measures.



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9

GENERAL PLAN CONSISTENCY

The Teal Club Specific Plan is a defined Urban Village and Specific Plan area within the City of Oxnard General Plan. The California Government Code (Sections 65450 through 65457) permits the adoption and administration of Specific Plans as an implementation tool for elements contained in the local General Plan. As a result, Specific Plans must demonstrate consistency in regulations, guidelines and programs with the goals and policies set forth in the General Plan.

The City of Oxnard 2030 General Plan contains the following elements that relate to the consistency analysis for the Teal Club Specific Plan: Sustainable Community, Community Development, Infrastructure & Community Services, Environmental Resources, Safety & Hazards and Housing.

An exhaustive review and analysis of each of these elements has been conducted as a part of the Teal Club Specific Plan Draft Environmental Impact Report (DEIR). The Teal Club Specific Plan DEIR General Plan Consistency Analysis was prepared by Rincon Consultants under the direction of the City of Oxnard.

The following pages list the applicable City of Oxnard 2030 General Plan Policies and provide a discussion of the project impacts, mitigations and consistency upon implementation of the Specific Plan and Final Environmental Impact Report (FEIR) mitigation measures. In each case the DEIR analysis confirms that the Teal Club Specific Plan is either deemed Consistent with the applicable General Plan Policy or Potentially Consistent with the applicable General Plan Policy, subject to final confirmation by conformance with the mitigations and requirements to be set forth in the FEIR.

The Teal Club Specific Plan, located entirely within the City of Oxnard's established City Urban Restriction Boundary (CURB), has been identified in the approved City of Oxnard 2030 General Plan as one of the last remaining major parcels for development within the ultimate City of Oxnard boundaries. Upon annexation to the City of Oxnard and subsequent completion of the infrastructure improvements outlined within the Teal Club Specific Plan and FEIR Mitigation Measures there would be no significant impacts to public services within the City of Oxnard.

The Teal Club Specific Plan mix of residential, commercial, industrial, recreational and transit connections will contribute to the overall economic and cultural vitality of the City of Oxnard. The City of Oxnard will receive economic benefits from the tax-increment revenue derived from the development of the Specific Plan area. The Specific Plan shall provide for self-funding of internal community infrastructure through the formation of a Maintenance Community Facilities District (CFD) or Community Service Area, subject to approval by the City of Oxnard.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>SUSTAINABLE COMMUNITY</i>	
<i>SC-3.1. New Residential Development. Encourage incorporation of passive and active energy and resources conservation design and devices in new residential development and substantial remodels and/or expansions.</i>	<u>Level II - Consistent</u> Mitigation Measures AQ-2(b) and AQ-2(c) require that construction and building management contracts for residential development within the TCSP include energy saving requirements mandated by State Green Building Code, as amended during the life of the project. Mitigation AQ-2(c) also required that all structures include passive energy conservation design elements, including building material massing, orientation, architectural elements (deeply recessed windows, eave overhangs, etc.), landscape shading, or low-impact materials, window glazing to increase insulation, and water circulation pumps to reduce water use, and/or similar measures shown to be equally effective. This mitigation measure that applies to all development proposed within the TCSP and within the nine parcels proposed for Annexation.
<i>SC-3.8. Require Use of Passive Energy Conservation Design. As part of the City and Community EAP's, require the use of passive energy conservation by building material massing, orientation, landscape shading, materials, and other techniques as part of the design of local buildings, where feasible.</i>	
<i>SC-3.12. Encourage Natural Ventilation Review and revise applicable planning and building policies and regulations to promote use of natural ventilation in new construction and major additions or remodeling consistent with Oxnard's temperate climate.</i>	<u>Level II - Consistent</u> Mitigation Measure AQ-2(e) requires all applicants for all projects within the TCSP area and within the nine parcels proposed for Annexation to include natural ventilation in building design plans whenever feasible, as required by the State Green Building Code, as amended during the life of the project.
<i>COMMUNITY DEVELOPMENT</i>	
<i>CD 1.4. Transportation Choices. Promote the application of land use and community designs that provide residents with the opportunity for a variety of transportation choices (pedestrian, bicycle, transit, automobile).</i>	<u>Level I - Consistent</u> The TCSP consists of traditional neighborhood design components that promote “porch and street orientation” and encourage walking and interaction between residents. Medium and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the Urban Village. The Urban Village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to a new bus stop on Ventura Road (Section 2.0, <i>Project Description</i>).



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD 1.5. Housing Variety. Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.</i>	<u>Level I - Consistent.</u> The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing. In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description).
<i>CD 1.6. Public Facilities. Enhance resident quality of life by providing adequate space for schools, libraries, parks and recreation areas, as well as space for the expansion of public facilities to support the community's vision.</i>	<u>Level I - Consistent.</u> The TCSP includes a 6.5-acre public (City) Community Park (PA 8) with playground equipment, picnic tables, restrooms, and backstops and fencing for softball/baseball play and soccer use. Within the residential and commercial PA's, a 6.5-acre community park, a 3.5-acre community park, and a 7.4-acre community park combine for a total of 17.4 park and open space acres. Combined with the Beverly Dr. greenbelt, the TCSP would provide 17.8 gross acres of public parks and open space, about 12% of the project acreage.
<i>CD 1.7. Compact Development. Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.</i>	<u>Level I - Consistent.</u> High-density residential zones are 30 or more dwelling units per acre and medium-high zones are 18 to 30 dwelling units per acre, as described in the City of Oxnard General Plan 2030. The TCSP would include maximum densities of between 10 and 30 dwelling units per acre. The general distribution of densities for the site is included in the 2030 General Plan Land Use map, and the proposed TCSP generally adheres to that distribution.
<i>CD 1.8. Natural Resource Conservation. Promote a high quality of life within the community, incorporating the retention of natural open space areas, greenbelts, and the provision of adequate recreational facilities.</i>	<u>Level I - Consistent.</u> As discussed in Section 4.4, Biological Resources, the project area does not include any natural open space areas, as it is currently used for agricultural activities and urban development. The project area is adjacent to agricultural areas to the west that are outside of the CURB boundary. Approximately 17.76 acres of open space and parks are proposed within the TCSP area. As discussed in Section 4.12 Public Services and Recreation, this acreage would exceed the required 12 acres of parkland for the project.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 1.9. Commute Reduction. Minimize the commuting distances between residential concentrations and employment centers by encouraging the development of mixed land uses in appropriate areas.</i>	<u>Level I - Consistent.</u> Medium and Medium-High Density areas in the TCSP would orient to internal pathways and common areas with connection to the public walking network, the proposed Business Research Park zone (PA 13 and 14), the proposed commercial zones (PA 6 and 7), and the nine parcels south of Teal Club Road which would be rezoned for employment-generating uses.
<i>CD 1.10. Jobs-Housing Balance. Consider the effects of land use proposals and decisions on efforts to maintain an appropriate jobs-housing balance ratio.</i>	<u>Level I - Consistent.</u> The TCSP includes residential uses, as well as retail, office, and a business and research park, which would offer job opportunities to residents. The adopted VCOG 2040 forecast projects a total of 83,328 jobs and 71,602 households for the City of Oxnard by the year 2040. Therefore, the 2040 jobs/housing ratio would be 1.16:1 which is within the range of 1.1 and 1.34 jobs per housing unit, the acceptable jobs/housing ratio range identified by the VCOG (VCOG, May 2008). With the additional 2,651 jobs and net increase of 988 housing units under the proposed Specific Plan, the jobs/housing would change to 1.18:1 (more skewed towards a greater number of jobs than housing units) but would still be within the acceptable jobs/housing ratio. Therefore, the project would not move the City's ratio out of the VCOG range.
<i>CD 1.12. Avoiding Encroaching the Oxnard Airport. Retain land within the airport hazard area as permanent open space as shown on the Land Use Map or otherwise recommended by the County Department of Airports.</i>	<u>Level II - Consistent.</u> Development of the Specific Plan would place residential and commercial uses within 2,000 feet of the Oxnard Airport runway, potentially exposing people residing and working in the area to safety hazards. However, no habitable development is proposed within the airport's inner or outer safety zone, and as discussed in Section 4.7, Hazards and Hazardous Materials, the probability of an accident occurring in the Plan Area is low. Further, the presence of nearby emergency landing areas would reduce accident hazards. Safety would be further ensured through mitigation measures HAZ-5(a-c). The City of Oxnard has referred the proposed project to the ALUC for review and comment. The ALUC has determined that the Project is consistent with the Airport Comprehensive Land Use Plan. The City must consider the comments of the ALUC prior to making a decision on adoption of the Specific Plan.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD 3.1. Neighborhood Preservation. Protect existing residential neighborhoods from the encroachment of incompatible activities and land uses as determined through environmental review and/or determination by the Planning Commission.</i>	<u>Level II - Consistent.</u> The development within the TCSP would be compatible with the existing residential neighborhood located to the north of the TCSP area. The proposed Urban Village would locate residential uses adjacent to the existing residences. Residences to the east are across Ventura Road from the project area, which would provide a buffer from the neighborhood commercial and higher density residential uses proposed in the eastern portion of the TCSP area.
<i>CD 4.1. Mitigate Land Use Conflicts. Mitigate conflicts between commercial and other land uses, especially residential and recreational uses.</i>	<u>Level II - Consistent.</u> Proposed commercial uses in the TCSP would not be located directly adjacent to any existing residential or recreational uses. Existing residences to the east of proposed commercial land use in PA 6 and 7 are across Ventura Road from the project area, which would provide a buffer from the neighborhood commercial uses.
<i>CD 5.1. Industrial Clustering. Encourage the clustering of industrial uses into areas that have common needs and are compatible in order to maximize their efficiency.</i>	<u>Level II - Consistent.</u> The nine parcels (11.4 acres combined) to be Annexed south of Teal Club Road are a mix of vacant land and existing small residential and industrial development. Upon Annexation, these nine parcels would be zoned Light Manufacturing (M-1) by the City of Oxnard and would encourage the clustering of industrial uses. The airport area is designated by the City as an area where industrial uses are allowed. Business and Research Park uses are also proposed for the TCSP area nearest to the airport (PA 13 and 14).
<i>CD 5.2. Compatible Land Use. Ensure adequate separation between sensitive land uses (residential, educational, open space, healthcare) to minimize land use incompatibility associated with noise, odors, and air pollutant emissions.</i>	<u>Level II - Consistent.</u> The proposed industrial component of the Specific Plan would be compatible with existing industrial uses as well as the adjacent agricultural, open space, and residential land uses with incorporation of the mitigation measures specified in Section 4.2, Agriculture. See Section 4.7, Hazards and Hazardous Materials and Section 4.10, Noise for further discussion regarding compatibility. The proposed Business and Research Park uses in PA 13 and 14 would not include heavy manufacturing uses likely to produce incompatible odors.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 5.3. Available Services. Encourage industrial activities to locate where municipal services are available including adequate storm drainage and water facilities, as well as easy access to multiple modes of transportation.</i>	Level I - Consistent. The nine parcels (11.4 acres combined) to be Annexed south of Teal Club Road are a mix of vacant land and existing small residential and industrial development. Municipal services currently exist in this area including water and sewer lines. When projects are proposed within the nine parcels and in the TCSP area, they would be required to comply with this 2030 General Plan policy and with existing regulations for stormwater. The project area is accessible to bicycle lanes and bus stops.
<i>CD 5.5. "Green" Major Transportation Routes. Guide industrial development to locate near transportation facilities capable of handling goods movements in an efficient manner without decreasing the level of service on the transportation network or dividing existing neighborhoods.</i>	Level I - Consistent. Industrial development would be located in the vicinity of major transportation routes including Ventura Road, Fifth Street and Victoria Avenue, and would not divide an existing neighborhood, as discussed above under Impact LU-1. The nine parcels south of Teal Club Road proposed for Annexation, which could be rezoned for industrial uses, are located adjacent to the Oxnard Airport, generally surrounded by other industrial land uses and commercial development, and no existing neighborhood is located on either side of the parcels. The parcels are located within 2.5 miles of Highway 101, a major transportation route.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD 6.1. Agricultural Buffers. Require that agricultural land uses designated for long-term protection and production be buffered from urban land uses through the use of techniques including, but not limited to, greenbelts, open space setbacks, fencing, berming, and windrows.</i>	<u>Level II - Consistent.</u> As described in Section 4.2, Agricultural Resources, and Mitigation Measure AG-2, which requires interim agricultural buffers, Phase 1 would include 91.83 acres of the site and interim agricultural buffers are proposed to allow Phase 2 owners to continue farming indefinitely. Phase 1 would also include all internal roadway circulation needed to service Phase 1. Proposed agricultural buffers would be 300 feet or 150 feet wide with a double row of appropriate trees (windrows). All proposed Phase 1 roads would be built and operable; residences for lots in the Phase 1 area within 150-foot buffers would not be built until Phase 2 is committed to development. Trespassing, vandalism, and pilferage impacts would be reduced through the development of the Community Park separating agricultural production and proposed urban land uses. Agricultural uses to the west would be buffered by open space planning areas and North Patterson Road. Finally, the community park (PA 10) would provide a buffer between the residential and business park use and agricultural use to the west.
<i>CD 6.2. Agricultural Preservation. Preserve agricultural land and uses within the Oxnard Planning Area unless other uses are allowed through a future CURB amendment and/or applicable exemptions.</i>	<u>Level II - Consistent.</u> When voters approved the city's Save Open Space and Agricultural Resources ("SOAR") initiative in 1998, the Teal Club site was located inside the urban growth boundary ("CURB").

**Table 9-1
2030 General Plan Policy Consistency**

General Plan Policy	Discussion
<i>CD-7.1 Establishment of Urban Villages: Six areas of the City are initially designated as Urban Villages. It is the intent of the Urban Village designation that specific or strategic plans for each area will be prepared in advance of the planning entitlement process. Additional Urban Villages and guidelines may be subsequently adopted by the City Council*. Urban Villages are envisioned as characterized by:</i> <i>• Infill and/or development of formerly agricultural land</i> <i>• Reinvestment in the existing community</i> <i>• Mixture of land uses</i> <i>• Mix of residential densities and housing types</i> <i>• Providing a minimum of 15 percent affordable housing</i> <i>• Location along or near corridors, downtown, and transit nodes</i> <i>• Transit, pedestrian, and bicycle circulation given high priority</i> <i>Teal Club Specific Plan:</i> <i>• Location. Teal Club Road, Patterson Road, Doris Avenue, and Ventura Road.</i> <i>• Land Use. Transit oriented residential with supporting mixed use, schools, parks, and neighborhood commercial services.</i> <i>• Overview. The intent of this urban village is to encourage neotraditional town planning compatible with surrounding uses and the Oxnard Airport with a focus on sustainability by using green building and planning principles, provision of adequate public semi-public uses, transit-oriented development, and an identity creating entry component facing Ventura Road. A central balanced community with jobs, school, recreation, shopping, and affordable and market-rate housing.</i>	<u>Level I - Consistent.</u> The proposed TCSP would be consistent with the 2030 General Plan's Urban Village policy, as it is one of the areas specifically defined as an Urban Village. The TCSP would provide a mix of land uses including but not limited to commercial, retail, business research, residential, public/semipublic uses, and open space. The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing (15% affordable). In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description). The TCSP would be located within 2.5 miles of Highway 101, a major transportation route and would provide access to other public transportation options, including Gold Coast Transit buses. The Urban Village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to bus pull-out locations on southbound and northbound lanes of Ventura Road which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. Leasing preferences and incentives may be required so that the Urban Village provides a mix of uses that reduce vehicle trips by residents (Section 2.0, Project Description).



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD-7.5 Pedestrian and Transit Scale. Design urban village areas to be pedestrian-oriented and transit accessible, incorporating block patterns, walking routes and edges, social orientation of buildings, and streetscapes to provide ease of walking and safety.</i>	<u>Level I - Consistent.</u> The urban village would be oriented around a public plaza, and would be within walking distance of residential units and readily accessible to bus pull-out locations on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. One of the project objectives is to create an integrated vehicular, pedestrian and bicycle circulation system that connects residential, industrial, commercial and institutional uses within the project area. The proposed project would involve pedestrian, bicycle, and transit improvements as discussed in Section 2.0, Project Description, and shown in Figure 2-4.
<i>CD-7.6 Connectivity. Provide connectivity to other activity nodes in the form of roadways, transit connections, and bicycle and pedestrian linkages that encourages non-vehicular travel modes. Urban villages should be considered major transit transfer points and have amenities oriented towards transit users.</i>	
<i>CD-7.7 Urban Village Streetscapes and Identification. Include streetscape and signage programs in roadway improvements that provide each area a unique identification and enhance the functionality and beauty of entry corridors. Ensure that planned roadway improvements do not conflict with other policies that encourage pedestrian activities and circulation.</i>	<u>Level II - Consistent.</u> Development under the TCSP, when proposed, would be required to adhere to streetscape and identification programs as defined by the 2030 General Plan.
<i>CD-7.8 Road Design. Reflect the residential and commercial activities of the urban village area by using appropriate roadway widths for road and streetscape design.</i>	<u>Level II - Consistent.</u> Development under the Specific Plan, when proposed, would be required to adhere to road and streetscape design as defined by the 2030 General Plan.
<i>CD-7.9 Infrastructure Compatibility. Ensure new development within each urban village complies with the City's adopted infrastructure master plans and provides fair share contributions towards existing and future improvements necessary to serve the development.</i>	<u>Level II - Consistent.</u> As described in Section 4.14, Utilities and Service Systems, developers of the proposed project would pay fees for the necessary wastewater infrastructure, project developers would design on-site water systems to serve the development, and the proposed project would not significantly impact water or solid waste infrastructure.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD-7.11 Urban Village Open Space Areas/Parks. Park sizes and locations shall follow City standards and be within walking distance of a majority of the population.</i>	<u>Level II - Consistent.</u> The TCSP would include 17.8 acres of parks and open space, most of which would be located east of Patterson Road. The 7.4-acre park adjacent to Patterson Road would be within walking distance of all TCSP residents, as well as existing residential neighborhoods north and east of the project area.
<i>CD-7.12 Urban Village Collocation with Schools. Promote the collocation of parks with school facilities for the purpose of enhancing available open space and recreation.</i>	<u>Level II - Consistent.</u> The proposed TCSP does not involve collocation of schools and parks; however, the 7.4-acre City Community Park proposed to be located alongside Patterson Road would be near the proposed OSD school site adjacent to the TCSP area.
<i>CD-7.13 Urban Village Trail and Open Space Connections. Include trails (pedestrian and bicycle) and open space areas, where feasible within urban village areas. These facilities shall create a network that links urban villages and other neighborhoods to each other.</i>	<u>Level II - Consistent.</u> The TCSP would include open space areas, including greenbelts along Beverly Drive and Street C. The area adjacent to Patterson Road, nearest to the agricultural uses, would be developed as a 7.4 acre park area, which would be accessible to other neighborhoods.
<i>CD 8.1. Limiting Development. Continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.</i>	<u>Level II - Consistent.</u> See Section 4.14, Utilities and Service Systems. The proposed project is at the edge of the existing service area. It would involve development in an area that, with the mitigation proposed, can be served by existing or planned service systems. Since service does not exist currently, the project is potentially consistent.
<i>CD 8.2. Services. Continue to ensure that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.</i>	



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	
<i>CD 8.5. Impact Mitigation. Ensure that new development avoids or mitigates impacts on air quality, traffic congestion, noise, and environmental resources to the maximum extent feasible.</i>	<u>Level I - Consistent.</u> See Section 4.3, Air Quality for mitigation measures including energy efficiency design elements and construction requirements that would reduce impacts to air quality to a less than significant level. See Section 4.10, Noise, which includes mitigation measures and concludes that impacts related to noise would be less than significant. See Section 4.13, Transportation and Traffic for mitigation measures related to intersections that would ensure that impacts related to traffic would be less than significant. Other mitigation measures and impacts to environmental resources are discussed throughout this EIR and impacts would be reduced to the extent feasible.
<i>CD 8.7. Community Balance. Create an appropriate balance between urban development and preservation of agricultural uses by promoting development within the CURB while designating land outside the CURB as Resource Protection, Open Space or Agricultural land use, unless otherwise allowed through a CURB amendment and/or exemptions from the SOAR ordinance.</i>	<u>Level II - Consistent.</u> When voters approved the city's Save Open Space and Agricultural Resources ("SOAR") initiative in 1998, the Teal Club site was specifically located inside the urban growth boundary ("CURB") (Specific Plan, July 2013).
<i>CD 8.8. Public Facility Service Areas. Provide appropriate service areas for existing and planned public facilities such as a museum, secondary and elementary schools, fire stations, branch libraries, community centers, parks, and infrastructure utility for support facilities.</i>	<u>Level I - Consistent.</u> Within the residential and commercial Planning Areas are a 6.5-acre community park, a 3.5-acre community park, and a 0.4-acre greenbelt combine for a total of 10.4 park acres. A 7.4-acre City Community Park would also be included in the TCSP to the east of Patterson Road. Public access to the Community Park would be available to all Oxnard residents via Patterson Road. In addition, the property at 1618 Doris Avenue in the TCSP area, which is also within 1/4-mile of the proposed Oxnard School District school site

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CD 8.9. Jobs/Housing Balance & Sustainable Communities Strategy (SB 375). Incorporate inter- and intra-city jobs/housing balance in the development of the regional and subregional Sustainable Communities Strategy (SB 375), Urban Village strategy and strategic plans, with the main intent to reduce single-occupancy work-related vehicular trips.</i>	<u>Level I - Consistent.</u> The TCSP would create 2,651 employment opportunities and 988 residential units within a transit-oriented development community. This would potentially reduce single-occupancy work-related vehicular trips by locating employment centers near residences.
<i>CD 8.10. Timing of Large-Scale Development. Consider at an early stage the infrastructure investment needs of largescale developments in order to evaluate these needs as part of long-range water supply, conveyance, wastewater, and other relevant planning.</i>	<u>Level II - Consistent.</u> As described in Section 4.14, Utilities and Service Systems, existing water supply and solid waste conveyance systems would be able to serve the proposed project. Wastewater conveyance systems and an on-site Advanced Water Purification water system would be developed prior to occupancy.
<i>CD 9.4. View Corridor. Preservation. Ensure all public and private investments positively contribute to the overall character of the City by minimizing impacts on important view corridors by creating edge treatments along greenbelt areas and a landscaped buffer corridor of at least 30 feet along designated scenic corridors and other major transportation corridors.</i>	<u>Level II - Consistent.</u> Given the limited extent to which the proposed project would affect scenic vistas (see Section 4.1, Aesthetics), the project would not have a significant adverse impact on scenic vistas.
<i>CD 9.5. Unique Character Preservation. Ensure that new public and private investment maintains the unique coastal and agricultural character of the City.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.2, Agricultural Resources, there was a significant and unmitigable impact associated with the conversion of agricultural land in the 2030 General Plan.
<i>CD 10.1. Human-Scale Development. In the evaluation of development proposals, require urban development on a human scale, by emphasizing the pedestrian experience over the movement and storage of vehicles.</i>	<u>Level II - Consistent.</u> The TCSP would provide for the pedestrian experience. Medium and Medium-High Density residential areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village component.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>CD 10.2. Neighborhood Themes. In the evaluation of development proposals, require neighborhood themes and principles of design, such as neotraditional town planning, which include central parks, schools, and community and commercial facilities, strong pedestrian orientation and de-emphasis of automobile related elements in new development projects.</i>	<u>Level II - Consistent.</u> The TCSP would emphasize the neighborhood themes. Medium and Medium-High Density areas would orient to internal pathways and common areas with connection to the public walking network and to the urban village. Small parks or “greenbelts” would be located along major roadways within the TCSP area, including on Beverly Drive and Street C. The TCSP also includes a Community park.
<i>CD 11.3. Protect and Enhance Cultural Resources. Ensure that new public and private investment protects and enhances Oxnard’s existing cultural resources, traditional neighborhoods, and historic districts, to the extent feasible.</i>	<u>Level II - Consistent.</u> See Section 6.o, Effects Found Not to be Significant. There are no officially designated historic resources or known cultural resources on or adjacent to the project area.

INFRASTRUCTURE AND COMMUNITY SERVICES

<i>ICS 1.2. Development Impacts to Existing Infrastructure. Review development proposals for their impacts on infrastructure (e.g., sewer, water, fire stations, libraries, streets) and require appropriate mitigation measures to ensure that proposed developments do not create substantial adverse impacts on existing infrastructure and that the necessary infrastructure will be in place to support the development.</i>	<u>Level II - Consistent.</u> The proposed project includes payment of wastewater infrastructure fees to ensure that infrastructure would be in place to support development. The project also includes development of on-site water systems. The project area is on the edge of the existing service area for utilities and water and sewer lines are located near the project area. The applicant would also be required to fund development of an additional fire station, fire engine, and staff to provide fire/emergency services to the project area (Mitigation Measure PS-1). See Section 4.12, Public Services and Section 4.14, Utilities and Service Systems for a discussion of existing and proposed infrastructure.
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Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>CIRCULATION</i>	
<i>ICS 2.5. Mitigate Impacts on County Roads. Require new development to contribute to the enhancement of Ventura County-maintained roads based on an updated City/ County Memorandum of Understanding.</i>	<u>Level II - Consistent.</u> Intersection improvements and payment of standard traffic impact fees would be required as described in detail in Section 4.13, Transportation and Traffic.
<i>ICS 3.3. New Development Level of Service C. Determine as part of the development review and approval process that intersections associated with new development operate at a level of service of "C" or better. The City Council may allow an exception to level of service "D" in order to avoid impacting private homes and/or businesses, avoid adverse environmental impacts, or preserve or enhance aesthetic integrity.</i>	<u>Level II - Consistent.</u> The proposed project would include improvements to ensure that the project does not result in a level of service lower than "C." See Section 4.13, Transportation and Traffic and mitigation measures T-1(a-h) and T-2(a-h) for specific details regarding the affected roadways and intersections.
<i>ICS 6.1. Transit Facilities for New Developments. Include transit facilities such as bus benches, shelters, pads or turnouts, where appropriate, in new development improvement plans.</i>	<u>Level I - Consistent.</u> Enhanced bus facilities on Ventura Road are included in the proposed plan. This would include multiple bus pull-out locations and bus shelters on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options.
<i>ICS 7.3. Travel Patterns. Promote compact, mixed use development patterns that compliment and encourage TDM programs, pedestrian and bicycle travel, and transit use.</i>	<u>Level II - Consistent.</u> A business/research park on the south side of the TCSP area would provide jobs within walking distance of area residents and the urban village would be oriented around a public plaza, and be within walking distance of residential units, as well as readily accessible to a new bus stop on Ventura Road. Fees would be paid to a TDM program, as described in Section 4.3, Air Quality Mitigation Measure AQ-2(a). The proposed density would be relatively compact for airport-adjacent areas.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>ICS 8.4. New Development Requires Bicycle Improvements. Where designated, require proposed developments to include bicycle paths and / or lanes in their plan and to clearly indicate possible bicycling hazards such as speed bumps and storm drain inlet grates in parking lots.</i>	<u>Level I - Consistent.</u> When submitted to the City, bike path design and alignment would be reviewed for appropriate safety elements. (See Figure 2-4 in Section 2.0, Project Description, for proposed pedestrian, bicycle, and transit improvements).
<i>ICS 10.2. Oxnard Airport Compatible Land Use. Continue to ensure that the land use and zoning adjacent to Oxnard Airport is compatible in order to minimize potential noise and safety problems.</i>	<u>Level II - Consistent.</u> Only a small portion along the southern boundary in the western half of the TCSP area would be within the 60 dBA CNEL contour. This portion is proposed for a retention basin and business park uses, which would be compatible with potential noise from the Oxnard Airport. The light manufacturing uses that could be located on the nine parcels south of the TCSP area would be compatible with the noise levels associated with the Oxnard Airport (see Section 4.10, Noise). The proposed TCSP area and additional Annexation area are both within the Oxnard Airport's traffic pattern zone (TPZ) and are subject to height restrictions. Development of the Specific Plan would place residential and commercial uses within 2,000 feet of the Oxnard Airport runway, potentially exposing people residing and working in the area to safety hazards. However, the probability of an accident occurring in the Plan Area is low. Further, the presence of nearby emergency landing areas would reduce accident hazards. Safety would be further ensured through mitigation measures HAZ-5(a-c). See Section 4.7, Hazards and Hazardous Materials for further discussion.

**Table 9-1
2030 General Plan Policy Consistency**

<i>General Plan Policy</i>	<i>Discussion</i>
<i>ICS 11.6. Water Conservation and/or Recycling Connection as Mitigation. Require the use of water conservation offset measures (efficient low flow fixtures and irrigation systems, drought tolerant landscaping, leak detection programs, water audits, and public awareness and education programs) and/or proportional contributions to Advanced Water Purification water production and/or conveyance infrastructure related to the GREAT Program as mitigation for water supply shortage as determined by a Water Supply Assessment, CEQA documentation, or similar analysis as part of new or master plan development review.</i>	<u>Level II - Consistent.</u> TCSP buildout is proposed to be “water neutral” so that future water demand would not exceed the proposed transfer of water rights. To provide adequate potable water for the TCSP project, the existing agricultural water rights within the TCSP area would be transferred for municipal and industrial uses to the City of Oxnard. All TCSP development water needs for which Advanced Water Purification water use is appropriate would be connected to the City’s Ventura Road Advanced Water Purification water distribution pipeline. Advanced Water Purification water would be used, at a minimum, for all landscape irrigation and other water conservation measures would be required by mitigation measures UTIL-3(c) and UTIL-3(d). See Section 4.14, Utilities and Service Systems for further discussion of water conveyance.
<i>ICS 11.7. Water Wise Landscapes. Promote water conservation in landscaping for public facilities and streetscapes, residential, commercial and industrial facilities and require new developments to incorporate water conserving fixtures (low water usage) and water-efficient plants into new and replacement landscaping.</i>	<u>Level II - Consistent.</u> Advanced Water Purification water would be used, at a minimum, for all landscape irrigation, provided that the Utilities Department extends the Advanced Water Purification water facilities an extension of services to the project area is approved. Development within the TCSP area and the nine Annexed parcels would be required to adhere to Oxnard City Code (OCC) Chapter 22 Water, Section 22-243 Compliance Requirements, which requires that the landscape area of projects proposing commercial or industrial uses shall be designed without the use of turf and with 100% water wise plants. The landscape area of single-family residential, and multi-family residential projects shall be designed with no more than 40% of the landscaped area in turf or plants that are not water wise plants. Mitigation Measure AQ-2(d) requires implementation of passive energy conservation design techniques such as water conserving fixtures; other water conservation measures would be required by mitigation measure UTIL-3(c) for exterior water conservation.
<i>ICS 11.12. Water for Irrigation. Require the use of non-potable water supplies for irrigation of landscape and agriculture, whenever available.</i>	<u>Level II - Consistent.</u> Advanced Water Purification water would be used, at a minimum, for all landscape irrigation, provided that the Utilities Department extends the Advanced Water Purification water facilities to the project area, as determined in the Teal Club FEIR.



Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>ICS 13.2. Adequate Storm Drains and NPDES Discharge Treatment. Provide storm drainage facilities with sufficient capacity to protect the public and property from the appropriate storm event and strive to meet storm water quality discharge targets set by NPDES and related regulations.</i>	<u>Level II - Consistent.</u> The site would generally drain into new storm drains within Teal Club Road and Patterson Road, with additional storm water management provided by the proposed retention and on-site infiltration areas shown on the Land Use Plan (Figure 2-3) as “storm water treatment” areas. The precise configuration of the drainage system would be determined with the review and approval of each phase of the Specific Plan. All facilities within the TCSP area would be funded, permitted, and maintained by a Master Property Association, Community Facilities District, or other private entity as approved by the City. Implementation of the TSCP and buildout of the nine additional parcels would be required to comply with local, state and federal water quality and discharge requirements.
<i>ICS 13.3. Storm water Detention Basins. Design storm water detention basins to ensure public safety, to be either visually attractive or unobtrusive, provide temporary or permanent wildlife habitats, and recreational uses where feasible in light of safety concerns.</i>	<u>Level II - Consistent.</u> The proposed project would include underground drainpipes and detention basins. The detention basins and infiltration areas would be located along the southern portion of the TCSP area, adjacent to Teal Club Road and the Business Research Park. The location would be visually unobtrusive.
<i>ICS 13.4. Low Impact Development. Incorporate low impact development (LID) alternatives for storm water quality control into development requirements. LID alternatives include: (1) conserving natural areas and reducing imperviousness, (2) runoff storage, (3) hydro-modification (to mimic pre-development runoff volume and flow rate), and (4) public education.</i>	

Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
ENVIRONMENTAL RESOURCES	
<i>ER 1.1. Protect Oxnard's Natural and Cultural Resources. Protect the City's natural resource areas, fish and wildlife habitat, scenic areas, open space areas, parks, and cultural and historic resources from unnecessary encroachment or harm and if encroachment or harm is necessary, fully mitigate the impacts to the maximum extent feasible.</i>	<u>Level II - Consistent.</u> No natural resource areas, habitat, historic resources, or other natural or cultural resources are located adjacent to the project area; therefore, no encroachment would occur. Nesting birds and/or monarch butterflies, as well as irrigation ditches that may be biological resources would be mitigated to the maximum extent feasible under mitigation measures as described in Section 4.4, Biological Resources.
<i>ER 1.2. Protect Surrounding Agriculture and Open Space. Protect open space and agricultural uses around Oxnard through continued adherence to the Guidelines for Orderly Development, Ventura County Greenbelt programs, the Save Open-Space and Agricultural Resources Ordinance, and other programs or policies that may subsequently be adopted such as the SB 375 Sustainable Communities Strategy.</i>	<u>Level II - Consistent.</u> Implementation of the TCSP and Annexation of the nine parcels would not encroach upon agricultural areas to the west of the site. Interim agriculture buffers, as described in Mitigation Measure AG-2, would protect agricultural land on the project area during and after development of Phase 1 and before development of Phase 2. See Section 4.2, Agricultural Resources for a more detailed discussion.
<i>ER 2.3. Promote Areas for Open Space. Reserve, preserve, and promote areas particularly suited for open space/ recreational uses. Appropriate public access to these resources shall be preserved, enhanced, restored, and properly controlled.</i>	<u>Level I - Consistent.</u> Within the residential and commercial PA's, a 6.5-acre community park, a 3.5-acre community park, and a 0.4 acre greenbelt combine for a total of 10.4 park acres. A 7.4-acre City Community Park would also be included in the TCSP to the east of Patterson Road. Public access to the Community Park would be available to all Oxnard residents via Patterson Road.
<i>ER 3.2. Review of Development Proposals. Review development proposals in accordance with applicable Federal, State, and local statutes protecting special-status species and jurisdictional wetlands and be open to requiring greater protection.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.4, Biological Resources, there are no special-status species or known jurisdictional wetlands on the project area. Nesting birds and monarch butterflies would be protected through mitigation measures as described in Section 4.4, Biological Resources.
<i>ER 3.5. Reduce Construction Silt and Sediment. Require that construction-related silt and sediment be minimized or prohibited to minimize temporary impacts on biological resources.</i>	<u>Level II - Consistent.</u> As described in Section 4.8, Hydrology and Water Quality, compliance with NPDES Construction General Permit and the City of Oxnard ordinance requiring implementation of a Stormwater Pollution Control Plan would ensure that impacts on biological resources would be minimized.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>ER 5.5. Abandoned Water Wells and Transfer of Water Rights. Require immediate capping of abandoned water wells at the time of abandonment and where appropriate and feasible, require and accept transference of water rights to the City.</i>	<u>Level II - Consistent.</u> One well currently exists on the project area. The existing agricultural water rights on the site would be transferred to the City as part of the proposed Annexation under applicable rules of the Fox Canyon Groundwater Management Agency.
<i>ER 5.7. Minimizing Paved Surfaces. Require minimization and/or permeability of paved surfaces in new developments and replacement paving, where feasible.</i>	<u>Level II - Consistent.</u> The TCSP includes greenbelts and parks throughout the TCSP area, as well as detention basins located along the southern boundary of the TCSP area. Impermeable surfaces, including buildings, surface parking lots, and streets do not exceed requirements. See Section 4.8, Hydrology and Water Quality for more details.
<i>ER 6.1. Incorporate Views in New Development. Preserve important public views and viewsheds by ensuring that the scale, bulk and setback of new development does not significantly impede or disrupt them and ensure that important vistas and view corridors are enhanced. Require development to provide physical breaks to allow views into these vistas and view corridors.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.1, Aesthetics impacts to scenic views would be less than significant. Many of the views currently available from in and around the project area would continue to be accessible via internal streets and across the proposed parks and other open areas.
<i>ER 6.6. New Development Private Open Space. Ensure that new development incorporates open space areas that provide community and neighborhood identity, private quality exterior private open space for each housing unit, and minimize conflicting land uses and noise generators.</i>	<u>Level II - Consistent.</u> The TCSP would include 17.8 acres of parks and open space, including a 7.4-acre City Community Park. The Community Park would be located between the TCSP and existing agricultural uses west of Patterson Road, which would minimize land use conflicts between urban uses and agricultural uses, including those related to air quality and noise.
<i>ER 9.4. Human Scale Development. Ensure that all new development emphasizes a human, pedestrian scale and minimizes its effect on the area's sensitive visual resources.</i>	<u>Level II - Consistent.</u> The TCSP would be an "Urban Village," emphasizing mixed land uses (single- and multi-family residential, retail, commercial, a business research park, and public/semi-public uses), pedestrian orientation and scale, transit accessibility, and neighborhood identity. As described in Section 4.1, Aesthetics, development within the TCSP would be subject to the <u>Oxnard Design Review Process & Guidelines, which include guidelines related to compatibility with existing development and reducing effects on sensitive visual resources.</u>

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>ER 10.1. Promote use of Native and Water Wise Plants. Promote the development of a native, drought-tolerant landscape character throughout the City that re-enforces a unified and cohesive landscape character and discourage plants that are invasive or problematic in other ways as determined by the City's landscape architect.</i>	<u>Level II - Consistent.</u> All development within the TCSP area and the nine Annexed parcels would be required to adhere to OCC Chapter 22 Water, Section 22-243 Compliance Requirements, which requires that the landscape area of projects proposing commercial or industrial uses shall be designed without the use of turf and with 100% water wise plants. The landscape area of single-family residential, multi-family residential projects shall be designed with no more than 40% of the landscaped area in turf or plants that are not water wise plants.
<i>ER 11.1. Archaeological Resource Surveys. Continue to require a qualified archaeologist to perform a cultural resources study prior to project approval. Inspection for surface evidence of archaeological deposits, and archaeological monitoring during grading should be required in areas where significant cultural resources have been identified or are expected to occur.</i>	<u>Level II - Consistent.</u> Ground disturbance that has occurred on the project area during past development and agricultural activities, as well as the lack of natural surface water features, reduces the likelihood that intact prehistoric cultural resources are present. However, mitigation measures CR-1(a) through CR-1(c) would minimize impacts to cultural resources by requiring monitoring during grading (all earth disturbing work within the vicinity of the find would be temporarily suspended or redirected until an archaeologist has evaluated) and procedures for discovery of unearthened cultural resources.
<i>ER 11.6. Identification of Archaeological Resources. In the event that archaeological/paleontological resources are discovered during site excavation, continue to require that grading and construction work on the project site is suspended until the significance of the features can be determined by a qualified archaeologist/paleontologist.</i>	
<i>ER 12.5. Soil Conservation and Transfer. Encourage the conservation of agricultural soils by requiring, if feasible and warranted by expert opinion, the transfer of topsoil from agricultural land being developed for urban uses.</i>	<u>Level II - Consistent.</u> As described in Section 4.2, Agricultural Resources, the conversion of agricultural land and its soils to non-agricultural uses would be a significant and unmitigable impact. Transfer of soils would result in potentially significant air quality and noise impacts related to excavation and hauling; in addition, no especially suited or needed receiver site has been identified. Buildout of the TCSP would be primarily at-grade and would not require substantial hauling of soil for disposal.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>ER 12.11. Urban / Agricultural Buffer Zones. Ensure adequate buffers between residential and agricultural uses, such as open space, recreational facilities, utility easements, windrows, and parking areas. Adequate fencing should be provided around agricultural areas to prevent vandalism.</i>	<u>Level II - Consistent.</u> As described in Section 2.0, Project Description, the TCSP would include buffer zones. A 7.4-acre public park would be located east of Patterson Road between the TCSP and agricultural uses. Interim buffers, as required by Mitigation Measure AG-2, would reduce conflicts between proposed residential uses and existing agricultural uses within the TCSP area.
<i>ER 14.1. Incorporate Ventura County AQMP Mitigations. Incorporate construction and operation mitigation measures recommended or required by the current Ventura County Air Quality Management Plan (AQMP) when preparing CEQA reviews, as appropriate.</i>	Level II - Consistent. As described in Section 4.3, Air Quality, mitigation measures consistent with this policy would be required for development within the TCSP and nine parcels proposed for Annexation.
<i>ER 14.2. Transportation Demand Management (TDM). Employ best traffic management practices such as bus turnouts and traffic signal synchronization in order to reduce traffic-related air emissions impacts; require commercial developers to improve public transit service between residential and employment uses or shopping centers, bike lanes and protected bicycle parking areas, and other project features that would reduce the need for automobile trips related to the development; and require Transportation Management Associations (TMA) for projects that may have adverse air quality impacts related to mobile sources and contributions to off-site TDM funds to reduce residual impacts that cannot be mitigated on a project-specific basis.</i>	<u>Level II - Consistent.</u> The transit oriented development of the Urban Village would reduce air quality impacts by creating a community that would be accessed by pedestrians and would be in close proximity to alternative modes of transportation, such as buses. Enhanced bus facilities on Ventura Road are included in the proposed plan. This would include multiple bus pull-out locations and bus shelters on southbound and northbound lanes of Ventura Road, which would be built as part of the project. The planned bus stops would serve the project area and would help provide public transit options. See Section 4.3, Air Quality for Mitigation Measure AQ-2(a) which requires payment of fees to a TDM, as well as Section 4.13, Transportation and Traffic, which includes mitigation measures to improve intersection and roadway operations, reducing traffic and, therefore, emissions, at intersections.
<i>ER 14.3. Reducing Carbon Monoxide Exposure at Congested Intersections. Require mitigation measures that consider prohibiting the construction of residences or buildings lacking ventilation systems at congested intersections with the potential for excessive Carbon Monoxide “hot spot” exposure to sensitive receptors.</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality for discussion of Carbon Monoxide “hot spot” risks. It was determined that future traffic combined with project traffic would not cause an exceedance of either the state or federal CO standards in 2020 or 2025 and project-related CO impacts would be less than significant.

Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>ER 14.4. Emission Control Devices. Require all construction equipment to be maintained and tuned to meet appropriate EPA, CARB, and VCAPCD emissions requirements and when new emission control devices or operational modifications are found to be effective, such devices or operational modifications are required on construction equipment.</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality for requirements related to construction equipment, which ensure consistency with this policy.
<i>ER 14.5. Reducing Construction Impacts during Smog Season. Require that the construction period be lengthened to minimize the number of vehicles and equipment operating at the same time during smog season (May through October).</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality, which includes the requirement that the construction period be lengthened in Mitigation Measure AQ-1(b).
<i>ER 14.6. Minimizing Dust and Air Emissions through Permitting Requirements. Continue to require mitigation measures as a condition of obtaining building or use permits to minimize dust and air emissions impacts from construction.</i>	<u>Level II - Consistent.</u> Mitigation measures consistent with this policy are included in the EIR in Section 4.3, Air Quality, mitigation measures AQ-1(a and b), which require dust control measures and construction equipment controls in accordance with VCAPCD requirements.
<i>ER 14.7. Mitigation Monitoring. Ensure that projects with identified air quality impacts in their respective EIRs are subject to effective mitigation monitoring as required by AB 3180.</i>	<u>Level II - Consistent.</u> The Mitigation Monitoring Program includes specific details on how each mitigation measure is monitored, including those related to air emissions in compliance with CEQA Guidelines 7.15097.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>ER 14.12. Use VCAPCD Air Quality Assessment Guidelines. Use the VCAPCD Air Quality Assessment Guidelines and recommended analytical tools for determining and mitigating project air quality impacts and related thresholds of significance for use in environmental documents. The City shall continue to cooperate with the VCAPCD in the review of development proposals.</i>	<u>Level II - Consistent.</u> See Section 4.3, Air Quality for discussion of the TCSP's consistency with the VCAPCD Air Quality Assessment Guidelines. This EIR determined that operational emissions related to air quality would be significant and unmitigable based on these guidelines. All project developers would be required to use the guidelines for specific project development within the TCSP and nine parcels proposed for annexation.

SAFETY & HAZARDS

<i>SH 1.1. Minimize Liquefaction Risk. Ensure that structures for human occupancy are only constructed or placed on a potential liquefaction site if the approved geological report shows that an acceptable hazard risk would be created and/or required mitigation measures are met.</i>	<u>Level II - Consistent.</u> Mitigation consistent with this policy is included in Section 4.5, Geology and Soils. Impact GEO-2 discusses liquefaction and Mitigation Measure GEO-2 would ensure that liquefaction risk would be minimized.
<i>SH 1.2. Minimize Subsidence Trends. Avoid increases in the level of groundwater extraction as a method for meeting new water demands if the extraction leads to subsidence, or unless a comprehensive reinjection program is approved and implemented to offset extractions.</i>	<u>Level II - Consistent.</u> Mitigation consistent with this policy is included in Section 4.5, Geology and Soils. Mitigation Measure GEO-2 would ensure that subsidence risk would be minimized. Furthermore, the proposed project would be water neutral and would not require increased groundwater extraction to meet new water demands.
<i>SH 1.8. Mitigating Seismic Hazards. Where necessary, utilize the expert mitigation measures such as those identified in Special publication 117: Guidelines for Analyzing and Mitigating Seismic Hazards in California (prepared by the Southern California Earthquake Center) to minimize risk associated with seismic activity.</i>	<u>Level II - Consistent.</u> As discussed in Section 4.5, Geology and Soils, mandatory compliance with applicable City of Oxnard and California Building Code requirements would mitigate seismic hazards to a less than significant level.

Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>SH 5.4. Older Neighborhood Noise Mitigation. Develop a noise research and mitigation program for any area where traffic generated noise is significant and exceeds or is likely to exceed acceptable thresholds.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
<i>SH 5.6. Compatibility with Oxnard Airport. Work with the Oxnard Airport in revising flight paths to minimize flyovers of residential areas, especially "touch and go" pattern flying at low altitude and at relatively high frequency.</i>	<u>Level II - Consistent.</u> Prior to making a decision on the proposed project, the City of Oxnard must refer the proposed project to the ALUC for review and comment. The ALUC would then review the project for consistency with the Airport Comprehensive Land Use Plan, including the policies and standards discussed above. The City must consider the comments of the ALUC prior to making a decision on adoption of the Specific Plan. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety through requirements such as limiting the density of new land uses.
<i>SH 6.1. Construction Noise Control. Provide best practices guidelines to developers for reducing potential noise impacts on surrounding land uses.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant for surrounding land uses.
<i>SH 6.2. Limiting Construction Activities. Continue to limit construction activities to the hours of 7 am to 7 pm, Monday through Saturday. No construction shall occur after hours, on Sundays, or national holidays without permission from the City.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, construction hours would be limited to 7am to 6pm Monday through Saturday.
<i>SH 6.3. Buffering of Sensitive Receptors. Require noise buffering and/or other construction treatments in development located near major streets, highways, the airport, rail road tracks, or other significant noise sources as recommended by a noise analysis.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>SH 6.4. New Development Noise Compatibility. Require that proposed development projects not generate more noise than that classified as "satisfactory" based on CEQA Thresholds of significance on nearby property.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant and the proposed project would not generate noise that exceeds significant thresholds on any nearby properties.
<i>SH 6.5. Land Use Compatibility with Noise. Encourage non-noise sensitive land uses to locate in areas that are permanently committed to noise producing land uses, such as transportation corridors and industrial zones.</i>	<u>Level II - Consistent.</u> The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map and would be developed with light industrial uses, which are compatible with the noise levels generated by the Oxnard Airport. As discussed in Impact LU-3, industrial development would not impact nearby residences.
<i>SH 6.7. Peak Noise Evaluation Along Truck Routes. Evaluate peak event noise impacts for existing and proposed development along existing or proposed designated truck routes and require feasible and appropriate mitigations for project subject to discretionary review and approval.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. No truck routes are located adjacent to the project area. However, Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
<i>SH 6.9. Minimize Noise Exposure to Sensitive Receptors. Prohibit the development of new commercial, industrial, or other noise generating land uses adjacent to existing residential uses, and other sensitive noise receptors such as schools, child and daycare facilities, health care facilities, libraries, and churches if noise levels are expected to exceed 70 dBA.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis. No residential uses or other sensitive noise receptors such as schools, child and daycare facilities, health care facilities, libraries, or churches would be exposed to noise levels exceeding 70 dBA as a result of the proposed project.

Table 9-1
2030 General Plan Policy Consistency

<i>General Plan Policy</i>	<i>Discussion</i>
<i>SH 6.12. Development Near Railroads and Oxnard Airport. Require that new habitable structures be setback at least 85 feet from the nearest railroad track measured from the edge of the outermost railroad track, and only compatible new development is located within the Oxnard Airport 65 dBA CNEL contour.</i>	<u>Level II - Consistent.</u> Prior to making a final decision on the TCSP project, the City of Oxnard will refer it to the ALUC for a consistency review with the Airport Land Use Plan. Only a small portion of the TCSP area is within the 65 dBA CNEL contour and it would not contain residences or other incompatible land uses. The nine parcels proposed for Annexation consist of land that is within the 65 dBA CNEL contour; however, this land would be zoned for light industrial uses, which are compatible. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations.
<i>SH 6.13. Noise Acceptable for Open Windows and Patios. Continue to require noise analysis of proposed development projects as part of the environmental review process and the require mitigation measures to reduce noise impacts to acceptable levels within outside activity areas and within residential structures without relying on mechanical ventilation, if feasible.</i>	<u>Level II - Consistent.</u> As described in Section 4.10, Noise, impacts would be less than significant other than potential traffic noise impacts on future development within the proposed project area. Mitigation Measure N-4(a) would require future applicants for development within noise contours that would exceed City standards to retain a professional acoustical consultant to conduct an acoustical analysis.
<i>SH-7.12 Hazardous Materials Studies. Ensure that the proponents of new development projects address hazardous materials concerns through the preparation of phase 1 or phase 2 hazardous materials studies for each identified site as part of the design phase for each project. Recommendations required to satisfy federal or State cleanup standards outlined in the studies will be implemented as part of the construction phase for each project.</i>	<u>Level II - Consistent.</u> Mitigation Measure HAZ-3 requires adherence to recommendations made in the Phase 1 for the TCSP and nine parcels proposed for Annexation. This would require removal and recompaction of soil, as well as continued monitoring and appropriate remediation of potentially contaminated soil.



Table 9-1
2030 General Plan Policy Consistency

General Plan Policy	Discussion
<i>SH 9.1. Airport Land Use Compatibility Plans. Require development around the Oxnard and Camarillo Airports to be consistent with the safety policies and land use compatibility guidelines contained within the Ventura County Airport Land Use plan.</i>	<u>Level II - Consistent.</u> The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map. Upon Annexation, the additional nine parcels proposed for annexation south of Teal Club Road would be rezoned Light Manufacturing (M-1) by the City of Oxnard and would be compatible. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations for the entire project area.
<i>SH 9.2. Compliance with FAA Regulations. Ensure development within the airport approach and departure zones are in compliance with applicable Federal Aviation Administration regulations that address objects affecting navigable airspace.</i>	<u>Level II - Consistent.</u> The additional nine parcels proposed for Annexation south of Teal Club Road are designated for Airport Compatible land uses, as shown on the Oxnard 2030 General Plan land use map. Upon Annexation, the additional nine parcels proposed for annexation south of Teal Club Road would be rezoned Light Manufacturing (M-1) by the City of Oxnard. Development on the parcels would be reviewed to ensure compliance with the FAA regulations at the time such development is proposed. Mitigation measures HAZ-5(a-c) would also ensure consistency with airport safety and noise regulations for the entire project area through requirements including notification of the FAA.

HOUSING

<i>Housing Element Policy-2.2 Balanced Opportunities. Provide opportunities to the private and public sector for the production of housing that meets the needs of special needs-, extremely low-, very low-, low-, moderate, and above moderate-income housing to achieve a balanced community.</i>	<u>Level II - Consistent.</u> The TCSP envisions development of up to 990 residential dwelling units in a variety of densities and product types including both market-rate and affordable housing (15% affordable). In addition to single-family residential units, the TCSP includes single-family courtyard homes, single-family townhomes and multi-family condominiums and apartments (Section 2.0, Project Description).
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APPENDIX 1

LANDSCAPE PALETTE

The objective of the landscaping palette is to provide a clear definition and identity to the Teal club Specific Plan area. The primary perimeter streets and the internal collector streets are intended to have landscape palettes that encourage pedestrian and cyclist activity in a safe, visible and aesthetically pleasing environment. The landscape within the individual neighborhoods of the Specific Plan shall be designed with the goal of creating individual identity and visual quality consistent with the quality of architecture and building materials within the neighborhood.

The attached list of plant materials is included as an Appendix in order to provide flexibility in modification by the City of Oxnard departments responsible for selection of plant materials. As best practices and governmental policies related to landscape planting and maintenance are periodically revised, the Appendix Plant Palette may also be revised as approved by the Director of Community Development.

The list of plant materials specified herein is intended to serve as a guide during preparation of formal landscaping plans. While exact plant species is not required, the use of plant species not listed in the appendix must be proven to have comparable drought tolerances and aesthetic quality, and must not be invasive. Locations and acceptable sizes are listed for significant locations. Where a location is not listed, similar planting palettes shall be required.

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Teal Club Specific Plan

Street Trees		
Ventura Road 36" box size Median 24" box size (minimum)	Cinnamomum camphora (new) Pinus canariensis	Camphor Canary Island Pine
Patterson Road 36" box size <i>Median</i> 24" box size (minimum)	Platanus x 'Bloodgood' (match existing) Pinus canariensis Tipuanua tipu	London Plane Canary Island Pine Tipu Tree
Doris Avenue 36" box size <i>Median</i> 24" box size (minimum)	Cupaniopsis anacardioides (match existing) Pinus canariensis Magnolia g. 'St. Mary'	Carrot Wood Canary Island Pine Southern Magnolia
Teal Club Road 36" box size no median in Teal Club Road	Cinnamomum camphora (new)	Camphor

Street Trees (cont.)		
Beverly Drive 36" box size Entry at Ventura Road	Cinnamomum camphora	Camphor
	Metrocideros excelsa	New Zealand Christmas Tree
	Washingtonia robusta	Mexican Fan Palm-matching heights
Coronado Place 36" box size	Koelreuteria paniculata	Goldenrain Tree
Round-About 24" box size (minimum)	Olea europaea 'Swan Hill'	Fruitless Olive
	Metrocideros excelsa	New Zealand Christmas Tree
	Washingtonia robusta	Mexican Fan Palm-matching heights
Retail and Commercial Mixed-Use		
Primary Trees <i>Dominant trees - minimum 70% of total trees 24" box minimum size</i>	Cinnamomum camphora	Camphor Tree
	Koelreuteria paniculata	Goldenrain Tree
	Pinus canariensis	Canary Island Pine
	Pistacia chinensis	Chinese Pistache
	Quercus wislizenii	Interior Live Oak
	Ulmus parvifolia 'Drake'	Evergreen Elm
Secondary Trees <i>Background trees 24" box minimum size</i>	Cupaniopsis anacardioides	Carrot Wood
	Liquidamber s. 'Festival'	American Sweet Gum
	Pinus eldarica	Afghan Pine
	Podocarpus gracilior	Fern Pine
	Prunus caroliniana	Carolina Laurel Cherry
	Pyrus calleryana	Evergreen Pear
Accent Trees <i>At visual focal areas 24" box minimum size</i>	Cercis occidentalis	Western Redbud
	Lagerstroenia indica	Crape Myrtle
	Olea europaea "Swan Hill"	Fruitless Olive
	Pyrus calleryana	Flowering Pear

Teal Club Specific Plan

Single Family Residential		
Primary Trees <i>Dominant tree - minimum</i> <i>70% of total</i> <i>24" box minimum size</i>	Arbutus 'Marina' Celtis sinensis Cinnaomoum camphora Koelreuteria paniculata Pinus canariensis Pinus pinea Pistacia chinensis Platanus a. 'Bloodgood' Rhus lancea Ulmus parvifolia 'Drake'	Strawberry Tree Chinese Hackberry Camphor Tree Goldenrain Tree Canary Island Pine Italian Stone Pine Chinese Pistache London Plane Tree African Sumac Evergreen Elm
Secondary Trees <i>Background trees</i> <i>24" box minimum</i>	Fraxinus o. 'Raywood' Liquidamber s. 'Festival' Liriodendron tulipifera Magnolia grandiflora Pinus eldarica Pinus halepensis Prunus caroliniana Pyrus calleryana Sequoia s. 'Soquel'	Raywood Ash American Sweet Gum Tulip Tree Southern Magnolia Afghan Pine Aleppo Pine Carolina Laurel Cherry Flowering Pear Coast Redwood
Accent Trees <i>At visual focal areas</i> <i>24" box minimum</i>	Cercis occidentalis Lagerstroenia indica Olea europaea 'Swan Hill' Prunus c. 'Krauter Vesuvius' Pyrus calleryana	Western Redbud Crape Myrtle Fruitless Olive Purple-Leaf Plum Flowering Pear

Business Research Park		
Primary Trees <i>Dominant tree - minimum</i> <i>70% of total</i> <i>24" box minimum size</i>	Arbutus 'Marina' Cedrus deodara Cinnaomoum camphora Koelreuteria paniculata Pinus eldarica Pistacia chinensis Rhus lancea Ulmus parvifolia 'Drake'	Strawberry Tree Deodar Cedar Camphor Tree Goldenrain Tree Afghan Pine Chinese Pistache African Sumac Evergreen Elm
Secondary Street Trees <i>Background trees</i> <i>24" box minimum size</i>	Cupaniopsis anacardioides Fraxinus o. 'Raywood' Liquidamber s. 'Festival' Liriodendron tulipifera Pinus halepensis Podocarpus gracilior Prunus caroliniana Pyrus calleryana	Carrot Wood Raywood Ash American Sweet Gum Tulip Tree Aleppo Pine Fern Pine Carolina Laurel Cherry Flowering Pear
Accent Trees <i>At visual focal areas</i> <i>24" box minimum size</i>	Cercis occidentalis Lagerstroenia indica Olea europaea 'Swan Hill' Pyrus calleryana	Western Redbud Crape Myrtle Fruitless Olive Flowering Pear

Parks, Greenbelts and Open Space		
Trees 70% 24" box 30% 15 gallon	Arbutus 'Marina' Cedrus deodara Cercis occidentalis Cinnamomum camphora Koelreuteria paniculata Lagerstroenia indica Liquidamber s. 'Festival' Liriodendron tulipifera Pinus canariensis Pinus eldarica Pinus pinea Pistacia chinensis Platanus x a. 'Bloodgood' Platanus racemosa Prunus caroliniana Pyrus calleryana Rhus lancea Ulmus parvifolia 'Drake'	Strawberry Tree Deodar Cedar Western Redbud Camphor Tree Goldenrain Tree Crape Myrtle American Sweet Gum Tulip Tree Canary Island Pine Afghan Pine Italian Stone Pine Chinese Pistache London Plane Tree Western Sycamore Carolina Laurel Cherry Evergreen Pear African Sumac Evergreen Elm
Shrubs - All Developed Areas		
Large Shrubs 5' + tall 1 gallon minimum size	Abelia "Edward Goucher" Baccharis sp. Calyccanthus occidentalis Camellia japonica Ceanothus species Cotoneaster lacteus Dodonaea viscosa Escallonia fradesii Fiejoa sellowiana Ilex cornuta Juniperus chinensis	Glossy Abelia Coyote Bush Spice Bush Japanese Camellia California Lilac Cotoneaster Hopseed Bush Escallonia Pineapple Guava Chinese Holly Juniper

Shrubs - All Developed Areas (cont.)		
Large Shrubs 5' + tall 1 gallon minimum size	Ligustrum texanum Nerium oleander Photinia fraserii Pittosporum tobira Podocarpus macrophyllus Prunus laurocerasus Pyracantha 'Santa Cruz' Rhamnis californica Rhamnus ilicifolia Viburnum "Spring Bouquet" Xylosma congestum	Texas Privet Oleander Red-tip Photinia Mock Orange Yew Pine English Laurel Fire Thorn Coffeeberry Hollyleaf Redberry Viburnum Shiny Xylosma
Medium Shrubs 3' – 5' tall 1 gallon minimum size	Agave species Azalea species Berberis thunbergii Bougainvillea species Buxus japonica Callistemon 'Little John' Camellia sasanqua Ceanothus sp. Cistus sp. Dietes bicolor Grevillia noelii Nandina domestica Nerium oleander (dwarf var.) Pennisetum rubrum Raphiolepis indica sp. Rose sp. Salvia species	Agave Southern Azalea Japanese Barberry Bougainvillea Boxwood Dwarf Bottlebrush Sasanqua Camellia California Lilac Rock Rose Butterfly Iris Grevillea Heavenly bamboo Dwarf Oleander Red Fountain Grass India Hawthorn Rose Sage
Small Shrubs 1' – 3' tall 1 gallon minimum size	Agapanthus africanus Artemesia sp. Baccharis "Pigeon Point" Ceanothus sp. Cotoneaster dammeri Hemerocallis hybrid Heuchera sanguinea Juniperus horizontalis Lantana montevidensis Lavendula spp. Liriope gigantea	Lily of the Nile Artemesia Dwarf Coyote Bush Dwarf Ceanothus Bearberry Cotoneaster Evergreen Daylily Coral Bells Juniper Lantana Lavender Liriope

Shrubs (cont.)		
Small Shrubs <i>1' – 3' tall</i> <i>1 gallon minimum size</i>	Lupinus albifrons Mahonia aquifolium “Compacta” Nandina “Harbor Dwarf” Pittosporum t. “Wheeler’s Dwarf” Raphiolepis i. “Clara” Rosemarinus prostratus Salvia gregii Santolina rosmarinifolia Zauschneria canum	Bush Lupine Dwarf Oregon Grape Dwarf Heavenly Bamboo Dwarf Mock Orange India Hawthorn Dwarf Rosemary Salvia Santolina California Fuchsia
Groundcover and Perennials		
<i>1 gallon minimum size or flatted rooted cuttings</i>	Arctostaphylos sp. Baccharis “Twin Peaks” Coprosma “Verde Vista” Gazania sp. Hypericum calycinum Iris douglasiana Juniperus confeta Myoporum pacificum Trachelospermum jasminoides	Dwarf Mazanita Dwarf Coyote Brush Coprosma Gazania St. Johns Wort California Iris Shore Juniper Myoporum Star Jasmine
Vines		
<i>1 gallon minimum size</i>	Campsis radicans Clytostoma sp. Ficus pumila Lonicera japonica Parthenocissus quinquefolia Parthenocissus tricuspidata Rosa sp. Wisteria sinensis	Blood-Red Trumpet Vine Violet Trumpet Vine Creeping Fig Japanese Honeysuckle Virginia Creeper Boston Ivy Climbing Rose Wisteria
Turf		
<i>Seeded or sodded – no turf areas less than 8' wide</i>	Water conserving tall-type fescue mix	

Specialty Landscape Areas: Vegetated Drainage Areas:

Vegetated swales slowly convey runoff flow to downstream discharge points and will be planted with species adapted to seasonal inundation and extended periods of dry conditions. The following plant list does not include proposed trees and shrubs for the perched areas in the swales as illustrated in the sections.

Water Quality Basins 15 gal. min.	Aesculus californica Heteromeles arbutifolia Juglans californica Populus fremontii Platanus racemosa Prunus ilicifolia Quercus agrifolia Quercus berberidifolia Quercus wislizenii	California Buckeye Toyon Black Walnut Fremont Cottonwood Western Sycamore Holly-leaved Cherry California Live Oak Interior Scrub Oak Interior Live Oak
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CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3055

AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. A-8565 (PLANNING AND ZONING PERMIT NO. 24-670-02) GENERALLY LOCATED NORTH OF TEAL CLUB ROAD, EAST OF PATTERSON ROAD, SOUTH OF DORIS AVENUE, AND WEST OF VENTURA ROAD, (APNs 183-0-070-060, -070, -140, -240). FILED BY DENNIS HARDGRAVE, ON BEHALF OF BORCHARD PROPERTY CO-OWNERS, 434 PARK COTTAGE PLACE, CAMARILLO, CALIFORNIA 93012.

WHEREAS, on November 21, 2024 the Planning Commission recommended that the City Council approve the entitlements for the Teal Club Specific Plan to guide future development on the 149.72-acre project site; and

WHEREAS, the City Council of the City of Oxnard has considered an application for Planning and Zoning Permit No. 24-670-02, Development Agreement No. A-8565 (Development Agreement) between the City of Oxnard, a municipal corporation of the State of California (the “City”) and Borchard Property Co-Owners a California limited liability company (collectively referred to “Applicant” or “Developer” in the record of proceedings); and

WHEREAS, the Development Agreement would generally provide the framework for financial commitments paid to the City, allow for fee modifications, define future affordable housing requirements, outline timing and required infrastructure improvements, and maintenance requirements for the project. The Development Agreement is included in Exhibit A to this Ordinance; and

WHEREAS, the City Council found that Final EIR No. 2015-01 was completed in compliance with CEQA, and the final EIR was presented to the City Council as the decision-making body of the Lead Agency, and that the City Council reviewed and considered the information contained in the final EIR prior to approving the project; and the final EIR reflects the lead agency’s independent judgment and analysis; and

WHEREAS, the City Council certified Final Environmental Impact Report (FEIR) No. 2015-01 (State Clearinghouse No. 2012051080) and adopted a Statement of Overriding Considerations. The FEIR was prepared to analyze potential impacts associated with the approval and the implementation of The Teal Club Specific Plan and the anticipated build out of the 149.72-acre specific plan site. The FEIR No. 2015-01 found two areas of significant impacts (Agricultural Resources, and Air Quality); and

WHEREAS, on November 21, 2024, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 24-670-02) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, on November 21, 2024, the Planning Commission considered the project and recommended the following revisions to the project:

1. The proposed Teal Club Specific Plan shall include a minimum of 20 percent of the total 990 residential units as designated Affordable units subject to the same affordability levels and ratios (40 percent very low-income and 60 percent low-income levels); and
2. The project shall be subject to the prevailing wage.

WHEREAS, on April 15, 2025, the City Council of the City of Oxnard conducted a duly noticed public hearing where written and oral comments were received and reviewed to consider an application for a Development Agreement (PZ 24-670-02) in accordance with Chapter 16-575 of the Oxnard City Code; and

WHEREAS, the City Council finds, after due study, deliberation and a duly noticed public hearing on April 15, 2025, and received and reviewed written and oral comments, presented by staff and the Applicant, that the project meets the criteria set out in California Government Code 65864 through 65869.5; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the proposed Development Agreement is consistent with the 2030 General Plan; and

WHEREAS, the pursuit of the Development Agreement is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing that the following circumstances exist:

1. As outlined in Section 6(b) and Attachment F of the Planning Commission Staff report, the proposed Development Agreement is in conformance with the 2030 General Plan and other adopted policies of the City of Oxnard;
2. As outlined in Section 6(h) of the Planning Commission Staff report, the proposed Development Agreement is a logical refinement and internally consistent; and
3. As determined in the FEIR, the proposed Development Agreement will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare;
4. As outlined in the Planning Commission Staff report, the proposed Development Agreement in association with the Teal Club Specific Plan conforms to adopted City standards and constitutes good City planning.

WHEREAS, the Applicant agrees that at its own expense, to indemnify, defend (with counsel selected by the City in its discretion) and hold harmless the City of Oxnard and its agents,

officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this Ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this ordinance that were part of the approval process.

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

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Teal Club Property Development Agreement is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Teal Club Property Development Agreement will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Teal Club Property Development Agreement is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the development that would be authorized for the project site by the proposed Teal Club Property Development Agreement is the best use for the subject project site.

SECTION 6. The City Council determines that the Teal Club Property Development Agreement is in the best interests and welfare of the City and its residents.

SECTION 7. The City Council finds and determines the project is in compliance with the California Environmental Quality Act because an EIR (EIR No. 2015-01) was considered by the City Council at the public hearing. The Final EIR was prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public resources Code §§ 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The City of Oxnard is the Lead Agency. Based upon the analysis contained in the FEIR, the Teal Club Specific Plan would result in one or more Class I potentially significant and unavoidable impacts in the following two impact sections: (1) Agricultural Resources, and (2) Air Quality. Pursuant to CEQA Section 21081 and the State CEQA Guidelines, the City Council made specific findings to include consideration of benefits of the project such as economic, legal, social, technological or other benefits that may outweigh the potential significant effects on the environment.

SECTION 8. Based on the findings set forth herein, the City Council approves Planning and Zoning Permit No. 24-670-02 (Development Agreement A-8565).

SECTION 9. Planning and Zoning Permit No. 24-670-02 (Development Agreement No. A - 8565) is approved to amend the Development Agreement pursuant to Exhibit A, hereto attached.

SECTION 10. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance.

SECTION 11. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 12. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. 3055 was first read on April 15, 2025, and finally adopted on April 29, 2025, to become effective thirty (30) days thereafter.

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[Signatures on next page]

PASSED AND ADOPTED this 29th day of April 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibits:

Exhibit A: Development Agreement

EXHIBIT A
DEVELOPMENT AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Oxnard
305 West Third Street
Oxnard, California 93030
Attention: City Clerk

SPACE ABOVE THIS LINE RESERVED FOR RECORDER’S USE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made in Ventura County, California as of _____, 2025, by and between the City of Oxnard, a municipal corporation of the State of California (the “City”) on the one hand, and F. Robert Borchard and Joann M. Borchard, Trustees of the Robert and Joan Borchard 2006 Revocable Family Trust u/d/t dated November 27, 2006, as to an undivided 9,458.5/300,000 interest; Joseph Eugene Borchard and Janice Loree Borchard, Trustees of the Borchard Family 2024 Revocable Trust dated February 23, 2024, as to an undivided 9,458.5/300,000 interest; Paul E. Borchard, a married man, as his sole and separate property as to an undivided 132,033/3,000,000 interest; Frances Joan Henson, as Trustee of the T & J Henson Family Trust under Declaration of Trust dated September 19, 2006 as to an undivided 132,033/3,000,000 interest; Gerald J. F. Anderson and Margaret M. Anderson, Trustees of The Anderson Family Trust Agreement, dated August 25, 1998, as to an undivided 132,033/3,000,000 interest; Windwen Lands, LLC, a California limited liability company, as to an undivided 50,000/300,000 interest; Ian Alexander Bierig, an unmarried man, as to an undivided 7,770.75/300,000 interest and Nicole Elizabeth Bierig Jordan, formerly known as Nicole E. Bierig, Trustee of the Nicole E. Bierig Trust dated June 8, 2016 as to an undivided 7,770.75/300,000 interest; F. Robert Borchard and Joann M. Borchard, Trustees of The Robert and Joann Borchard 2006 Revocable Family Trust dated November 27, 2006, as to an undivided 15,541.5/300,000 interest; Kevin P. Dempsey and Elizabeth A. Dempsey, as Trustees or Successor in Trust under Trust Agreement dated December 15, 1992, known as the "Dempsey 1992 Trust" as to an undivided 20,000/300,000 interest; Richard Devericks and Ellen Devericks, as Co-Trustees of the Devericks 1994 Revocable Family Trust under Declaration of Trust dated December 14, 1994, as to an undivided 20,000/300,000 interest; Edward D. Myers and Jeanne M. Myers, as Co-Trustees of the Edward and Jeanne Myers 1999 Family Trust under Declaration of Trust dated October 28, 1999 as to an undivided 20,000/300,000 interest; Ellen C. Devericks and Richard B. Devericks, Trustees of the Devericks 1994 Revocable Family Trust dated December 14, 1994, as to an undivided 5,000/300,000 interest; Jeanne M. Myers and Edward Myers, Trustees of the 1999 Meyers Family Trust dated October 28, 1999 as to an

undivided 5,000/300,000 interest; Elizabeth A. Dempsey and Kevin Dempsey, Trustees of the Dempsey 1992 Trust dated December 15, 1992 as to an undivided 5,000/300,000 interest; Jeffrey C. Douglas and Mary Patricia Douglas, Trustees of the J & P Douglas Family Trust dated December 4, 1998 as to an undivided 25,000/300,000 interest; and Joan Henson, a married woman, as her sole and separate property, as to an undivided one-third (1/3) interest of an undivided 603,901/3,000,000 interest; Margaret M. Anderson, a married woman, as her sole and separate property, as to an undivided one-third (1/3) interest of an undivided 603,901/3,000,000 interest; Paul Borchard, a married man, as his sole and separate property, as to an undivided one-third (1/3) interest of to an undivided 603,901/3,000,000 interest, on the other hand (collectively the “**Developer**”).

RECITALS

A. The City is authorized pursuant to Government Code Sections 65864 through 65869.5 and City Council Resolution No. 10,448 to enter into binding development agreements with persons or entities owning legal or equitable interests in real property located within the City.

B. Developer is the owner of that certain real property in the City of Oxnard, County of Ventura (the “**County**”) more particularly described on **Exhibit A** and depicted on **Exhibit A-1** which are attached hereto and incorporated herein by this reference (the “**Property**”).

C. The Property is part of a larger tract of land, bounded by Ventura Road on the east, Teal Club Road on the south, Patterson Road on the west and Doris Avenue on the north and which is the subject of the Teal Club Specific Plan being approved by the City concurrently with this Agreement (the “**Teal Club Specific Plan Property**”). The Teal Club Specific Plan Property is more particularly described on **Exhibit B** and depicted on **Exhibit B-1** attached hereto.

D. The Property comprises all of the real property within Phase 1 of the Teal Club Specific Plan project. The remainder of the Teal Club Specific Plan Property comprises Phase 2 of the Teal Club Specific Plan project.

E. The City and the Developer each desire to enter into this Agreement affecting the Property in conformance with Government Code Section 65864 *et seq.* in order to achieve the mutually beneficial development of the Property in accordance with this Agreement.

F. The development project which the Developer seeks to develop on the Property will consist of single-family and multi-family residential units (including affordable housing), parks and open space, and neighborhood serving commercial uses (collectively, the “**Project**”), all in accordance with the Teal Club Specific Plan (the “**Specific Plan**”) adopted by the City Council of the City (the “**City Council**”) on _____, 20___. In conjunction with the approval of the Specific Plan, the _____ certified an environmental impact report (the “**EIR**”) for the Project on _____, 20__.

G. The City and the Developer each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed strictly in accordance with the provisions of this Agreement.

H. This Agreement will benefit the Developer and the City by eliminating uncertainty in planning and providing for the orderly development of the Project (as that term is defined below). Specifically, this Agreement (1) eliminates uncertainty about the validity of exactions to be imposed by the City, (2) allows installation of necessary improvements that benefit the Project, the City and the region, (3) provides for public services and infrastructure appropriate to the development of the Property, (4) provides for the construction of needed affordable housing and market-rate housing, (5) provides for local buyer and local hire preferences, (6) provides for the payment of the Farmland Mitigation Fee for the construction of affordable housing within the City's corporate boundaries that is targeted to farm workers; and (7) generally serves the public interest within the City and the surrounding region.

I. The Planning Commission of the City (the "**Planning Commission**") and City Council have each given notice of their intention to consider this Agreement, have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code, and have each found that the provisions of this Agreement are consistent with the City's 2030 General Plan for development within the City (the "**General Plan**"), City zoning ordinances, and the Specific Plan. The City Council has also specifically considered the impacts and benefits of the Project upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Agreement is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

J. On November 21, 2024, the Planning Commission held a duly noticed public hearing wherein the Planning Commission recommended approval of this Agreement.

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

1. Definitions.

1.1 "Affordable" shall be defined as set forth in and shall be understood to mean the maximum amount that may be charged for the Affordable Unit at issue based upon the requirements set provided by Health and Safety Code Section 50053 (for rental units), including, if applicable, the elective increase permitted for affordable rents under Health and Safety Code Section 50053(b)(3).

1.2 "Affordable Units" shall mean and refer to the rental units to be located in PA 5 or PA 6 that will be restricted to rental at an Affordable cost for a period of fifty-five years following the issuance of a certificate of occupancy for those units as further provided in Section 8 below.

1.3 “Applicable Rules” means the rules, regulations and official policies of the City which were in force as of the Effective Date (as defined below), including, but not limited to, the General Plan, the Specific Plan (as defined below), City zoning ordinances and other entitlements, subdivision regulations, density, growth management, environmental consideration, and design criteria applicable to the Project. Applicable Rules shall not include building standards adopted by the City pursuant to Health and Safety Code Section 17922 and 17958.5.

1.4 “City Council” shall mean the City Council of the City.

1.5 “City Manager” shall mean the City Manager of the City.

1.6 “Discretionary Actions” and “Discretionary Approvals” means those actions and approvals which require the exercise of judgment, or imposition of a condition or obligation, by any officer, employee, review board, commission or department of the City. Discretionary Actions and Discretionary Approvals are distinguished from activities, permits or approvals which merely require any officer, employee, review board, commission or department of the City to determine whether or not there has been compliance with the Applicable Rules, including any applicable statutes, ordinances, regulations or conditions of approval.

1.7 “Dwelling Unit” shall mean a place in the Project that is legally available to be the permanent abode of a person or family including, but not limited to, a single-family dwelling, a single-family unit in a two-family unit, a single-family unit in a multi-family, townhome, or mixed use development, a density bonus unit, or a unit of a condominium project. Dwelling Unit shall not include and shall not be deemed to refer to an ADU on the same legal lot containing the main dwelling structure even though that ADU may have a separate keyed entry.

1.8 “Effective Date” means the date on which the ordinance approving this Agreement becomes operative under Government Code Section 36937.

1.9 “Financing District” means a community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*), or any other similar special district or assessment district existing pursuant to state law for purposes of financing the cost of public improvements, facilities, services or public facilities within a distinct geographic area of the City.

1.10 “Low Income Household” means persons and families whose gross incomes do not exceed eighty percent (80%) of the area median income, adjusted for family size. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, Section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.11 “Periodic Review” shall have the meaning assigned to such term in Section 15(a).

1.12 “Planning Commission” shall mean the Planning Commission of the City.

1.13 “Project” shall mean that development on the Property (Phase I and all associated infrastructure) that is contemplated pursuant to the Specific Plan.

1.14 “Specific Plan” shall mean the Teal Club Specific Plan adopted by the City Council on _____, 20____.

1.15 “Subsequent Applicable Rules” means the rules, regulations and official policies of the City, including any change in, or addition to, the Applicable Rules, as they may be adopted and become effective or operative after the Effective Date which, other than as provided for in this Agreement, would otherwise govern the General Plan, City zoning ordinances, Specific Plan and other entitlements, development conditions and standards, public works standards, subdivision regulations, density, growth management, environmental considerations, grading requirements and design criteria applicable to the Project.

1.16 “Very Low Income Household” means persons and families whose gross incomes do not exceed fifty percent (50%) of the area median income, adjusted for family size. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, Section 6932, as that section may be amended, modified or renumbered from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

2. **Term of Agreement.** This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of ten (10) years, unless the term is modified by mutual written consent of the City and the Developer. If, on or before the end of the term, Developer is in the process of developing the Property and has completed the construction of at least fifty percent (50%) of the Project (as demonstrated by the issuance of certificates of occupancy), then the Developer may submit a written request to the City Manager requesting an extension of the term of the Agreement. Such request shall include a summary of the specific development that has occurred on the Property and a projected schedule for the completion of the Project. Upon the Developer’s submission of the summary, along with any additional reasonable detail requested by the City Manager, the City Manager shall determine, in his or her good faith discretion, whether the term of the Agreement should be extended. Such determination shall be based upon the Developer’s good faith implementation of and compliance with the provisions of the Specific Plan and the Agreement, and the effect of such extension upon the fiscal welfare of the City. If the City Manager extends the Agreement, such extension shall be until the Project has been completed, but not to exceed an additional ten (10) years (the “**Ten Year Extension Period**”). Upon the expiration of the term, this Agreement shall be deemed terminated and have no further force and effect. Notwithstanding anything herein to the contrary, the term of this Agreement shall also be extended for any period that the Project is delayed due to “Force Majeure Events” (as defined in Section 22(i)); provided that (i) any extension of the term due to a Force Majeure Event shall be offset to the period of any Ten Year Extension Period so that the total period of the term will not exceed a cumulative twenty (20) year period, (ii) the period of extension due to a Force Majeure Event(s) shall not cumulatively exceed a total of three (3)

years, and (ii) the period of any Force Majeure Extension shall be measured from the commencement of the cause for delay until the removal of that cause for delay so long as Developer notifies City of that cause of delay within ninety (90) days after its commencement (and otherwise such period of delay shall be measured only from the date that City receives notice of that cause of delay after the expiration of that initial ninety (90) day period). In any event, Developer must notify City of the existence of such Force Majeure Event while the delay is occurring and if such Force Majeure Event is not raised while the delay is occurring, it may not subsequently be raised by Developer after the Force Majeure Event has ceased.

3. Vested Right to Develop the Project. The City hereby grants to the Developer the vested right to develop the Project to the extent and in the manner provided in this Agreement, subject only to the Applicable Rules and the provisions of this Agreement. Any change in the Applicable Rules adopted or becoming effective after the Effective Date shall not be applicable to or binding upon the Project or the Property. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City's ability to regulate development of the Project.

(a) **No Conflicting Enactments.** Neither the City Council nor any agency of the City shall enact rules, regulations, ordinances or other measures which relate to the rate, timing, sequencing, density, intensity or configuration of the development of any part of the Project which is inconsistent or in conflict with this Agreement or the Applicable Rules. Future regulations may only be applied to the Project and Property if one of the following three conditions occurs:

i. After a duly noticed public hearing: (1) the City Council determines by substantial evidence that the failure to impose those future regulations would place residents of the City in a condition dangerous to their health or safety, which condition cannot be mitigated in a reasonable manner with respect to the development of the Project except through imposition of such future regulations; (2) such future regulations are applied consistently and evenly throughout the City; and (3) such temporary regulations are automatically repealed as to the Project once the emergency situation has ended either officially or through a determination made jointly by the City and Developer that the emergency situation triggering the temporary regulations no longer requires the imposition of such regulations, which favorable determination the City may not unreasonably withhold.

ii. In response to documented emergency situations, as properly declared by the President of the United States, the Governor of California, the Mayor of the City or the City Council, the City Council may adopt reasonable, temporary regulations affecting the Property, provided (1) the City Council determines by substantial evidence that the failure to impose those temporary regulations with respect to the Project would place residents of the City in a condition dangerous to their health or safety which cannot be otherwise reasonably mitigated except through the imposition of such temporary regulation; (2) such temporary regulations are applied consistently and evenly throughout the City; and (3) such temporary regulations are automatically repealed as to the Project once the emergency situation has ended either officially or through a determination made jointly by the City and Developer that the emergency situation

triggering the temporary regulations no longer requires the imposition of such regulations, which favorable determination the City may not unreasonably withhold.

iii. After a duly noticed public hearing, the City Council determines by substantial evidence that the application to the Project of the future regulation(s) at issue is mandated by a state or federal law enacted after the Effective Date, despite the Developer's vested right to develop the Project provided by this Agreement.

(b) Moratoria and Initiative Measures. The Developer and City intend that no moratorium or other limitation (whether relating to the rate, timing or sequence of the development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, certificates of occupancy or other entitlements shall apply to the Project to the extent such moratorium or other limitation is inconsistent or conflicts with this Agreement. Without limitation of the foregoing, because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the intent of the parties to this Agreement to cure that deficiency by acknowledging and providing that, subject to any infrastructure phasing requirements that may be required by the Specific Plan and subject to the express phasing requirements set forth in this Agreement, including with respect to the Affordable Units and the Phase 1 Park Space and HOA Recreation Area (as those terms are defined below), Developer shall have the right (without obligation) to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. City acknowledges that such a right is consistent with and reflects the intent, purpose and understanding of the parties to this Agreement.

(c) Cooperation. City agrees to cooperate with Developer in all reasonable manners in order to keep this Agreement in full force and effect. Notwithstanding the preceding sentence, in the event any legal action instituted by a third party or other government entity or official challenging the validity of this Agreement, the City and Developer agree to cooperate in defending such action, with the Developer to indemnify the City pursuant to Section 22 (m) of this Agreement. In the event of any litigation challenging the effectiveness of this Agreement or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless a court of competent jurisdiction orders otherwise.

4. Development Impact Fees and Exactions.

(a) Transfer of Fee Credits. To the extent that Developer is entitled to utilize fee credits or reimbursements pursuant to the Applicable Rules ("**Fee Credits**"), the Fee Credits may be transferred by Developer to buyers or ground lessees of any portion of the Project, and upon written request by Developer, the City will provide written confirmation to any buyer or ground lessee of the Fee Credits which may be applied by the buyer or ground lessee. The City shall make no deductions from the Fee Credits except as specifically requested in writing by

Developer in order to ensure that the Fee Credits are properly credited to parcels and developments in the Project for which such credits are specifically intended.

(b) Timing of Payment of Applicable Fees. City and Developer agree that notwithstanding anything to the contrary set forth in this Agreement or the Applicable Rules, except as expressly provided in Section 10 with respect to the Farmland Mitigation Fee and the Fire Capital Improvement Mitigation Fee, development impact fees applicable to the Project shall not be required to be paid with the recordation of any final map but rather with the issuance of building permits.

(c) Construct of Phase 1 Park Space and Quimby Fees.

(i) As set forth in the Specific Plan, the Developer will be required to complete construction of an approximately five and one half (5.5) acre park space located within the Phase 1 Property in “turnkey” condition ready for use by the public and acceptance of same by the City, with the park and its amenities subject to reasonable approval by the City before construction begins (the “**Phase 1 Park Space**”). As set forth in the Specific Plan, the Phase 1 Park Space will be located adjacent to an additional recreational park area committed to the use of the residents of the Teal Club Specific Plan Property, which private recreation area will be approximately 1 acre in size (the “**HOA Recreation Area**”).

(ii) Upon acceptance, City shall grant full credit (“**Quimby Fee Credit**”) to Developer in an amount equal to the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the Phase 1 Park Space. The granting of such credit shall be subject to Developer providing all funding necessary for a mutually agreed upon third party consultant to verify all of the Developer costs used to obtain fee credits. Evidence of three bids shall be provided for all reimbursable work. All construction related to Quimby Fee Credit shall comply with applicable Prevailing Wage and Public Works Project contract requirements. Reimbursement calculation shall be consistent with methodology of the Master Planed Improvement Reimbursement Policy, Exhibit D. (iii) If Developer wishes to obtain the Quimby Fee Credit prior to the construction of the Phase 1 Park Space improvements, Developer shall fully bond for the cost of engineering and construction of those Phase 1 Park Space improvements and provide an irrevocable offer of dedication to the City for the Phase 1 Park Space parcel on which the Phase 1 Park Space is proposed to be located. With respect to any bonding by Developer as provided above, the Developer shall be entitled to a Quimby Fee Credit prior to construction of the Phase 1 Park Space, as applicable, equal to one-half of the value of the bond that was posted for the applicable improvements.

(iv) To the extent that, as of the time of issuance of building permits for any portion of the Project, adequate Quimby Fee Credits (including any credit issued based upon the posting of the bond as described above) do not exist to cover the applicable Quimby Fees, then the City shall not require the payment of Quimby Fees until the issuance of a certificate of occupancy for that portion of the Project. If, at the time of issuance of the certificates of occupancy, adequate Quimby Fee Credits still do not exist to cover the applicable Quimby Fees, then Developer shall pay the remaining balance of Quimby Fees then due to the City. At such time, if it occurs, that adequate Quimby Fee Credits have accrued to cover amounts previously paid by the Developer to the City for Quimby Fees, the City shall refund any excess Quimby

Fees to the Developer. Notwithstanding any language in this Agreement to the contrary, the Developer is only authorized to use Quimby Fees Credits within the Project and will not be entitled to reimbursement for such Quimby Fee Credits if such credits are not utilized within the Project itself.

(e) Application of Reimbursement for Master Planned Infrastructure Improvements.

For infrastructure improvements which are eligible for reimbursement, Developer shall be reimbursed pursuant to City Resolution No. 10,272 of the City of Oxnard ("A Resolution of the City of Oxnard Establishing a Policy Concerning Credit In Lieu of Payment for Facilities Fees and Reimbursement for Construction of Planned Facilities for Drainage, Wastewater, Traffic Circulation and Water Systems") attached hereto as **Exhibit C** and the Development Services Department Master Planned Improvement Reimbursement Policy, dated July 6, 2010 and updated March 15, 2017 attached hereto as **Exhibit D** (collectively, the "Reimbursement Policy").

5. Project Infrastructure. Subject to the terms of this Agreement, the Developer shall construct at its sole cost and expense all infrastructure improvements specifically required for the Project, as specified by the Specific Plan ("Project Infrastructure") and mitigation measures under the EIR.

6. Development of the Project.

(a) Permitted Uses. The Developer agrees that the Project shall be developed in accordance with the Specific Plan.

(b) Development Standards. All development and design requirements and standards applicable to the Project shall conform to the Applicable Rules.

(c) Pre-Screening/Special Review of New Development in Project. City and Developer shall cooperate to utilize a pre-screening/special review process for new subdivisions and commercial developments located within the Project to ensure compliance with the Specific Plan and the associated Environmental Impact Report. Such pre-screening/special review shall occur prior to the issuance of building permits for construction of Dwelling Units and commercial structures. Review of an application through the pre-screening/special review process as provided by this subsection or the Specific Plan shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to the requirement for any applicable public hearing. Developer authorizes the imposition of City fees necessary to cover the direct costs of such pre-screening/special review process. This process shall terminate upon the expiration of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first.

(d) Expedited Processing. In addition, City and Developer shall cooperate, at Developer's sole cost and expense, to expedite the development design review process, the building plan review process, improvement plan review process, and if necessary, expedite the

entitlement review process for developments to be located within the Project. Review of any application through any expedited process as provided by this subsection shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, any public hearing required in connection therewith. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first. In furtherance thereof, Developer and the City agree to comply with the following expedited processing requirements:

(i) If Developer chooses to utilize an expedited plan check process for the review of improvement plans and building plans for the Project, within two (2) weeks of written request by Developer, City shall determine whether the City will retain an outside consultant for review of the Developer's improvement plans and building plans. Such outside consultant or City staff shall be at the sole selection of City and shall be paid for at the sole cost and expense of Developer through the payment of an increased plan check fee set forth herein. If City elects to use an outside consultant, Developer may provide its input on which of the City's existing outside consultants Developer would prefer, but the final consultant selection will be in the sole discretion of the City. In addition, for expedited processing to occur and the expedited time frames to apply, the first submittal must be verified by intake screening to be 100 percent complete, and all resubmittals must similarly be intake screening verified to include 100 percent complete. Prior to the City's commencement of any expedited plan check for an improvement plan or building plan, Developer shall pay to the City a fee equal to one hundred fifty percent (150%) of the then current plan review fee for review of an improvement or building plan ("**Expedited Plan Check Fee**").

(ii) Once a consultant is selected or City staff identified. City shall complete plan check review for improvement plans and building plans according to the following schedule:

First Plan Check for building permit submittals: City shall provide complete comments and markup within six (6) calendar weeks of submittal of a complete package.

First Plan Check for civil improvement plan submittals: City shall provide complete comments and markup within ten (10) calendar weeks of submittal of a complete package.

Second and Third Plan Checks for civil improvement plans and building permit submittals: City shall provide complete comments and markup within six (6) calendar weeks of submittal of a complete package that responds to all prior plan markups and comments.

Any subsequent Plan Checks for civil improvement plans and building permit submittals: City shall provide complete comments and markup within four (4) calendar weeks of submittal of a complete package that responds to all prior plan markups and comments.

Upon completion of plan check review, the City shall calculate and provide to Developer the final amount of permit fees incurred within ten (10) working days of plan set approval.

(e) Additional Plan Check Fees. Should City determine, in its reasonable discretion, that the Expedited Plan Check Fee will be insufficient to cover City's actual costs of utilizing City staff, retaining an outside consultant, or any combination thereof, in order to expedite the review process, City may increase the Expedited Plan Check Fee upon prior notice to Developer and delivery of a reasonably detailed explanation of the basis for the increased Expedited Plan Check Fee. If Developer fails to promptly deliver to City the increased Expedited Plan Check Fee documented by City, then City shall have no further obligation to expedite review as set forth herein. Developer shall have the right to terminate any expedited processing arrangement at any time upon not less than 30 days' notice. Upon completion, any remaining balance of the Expedited Plan Check Fee that has not been applied to expedited processing costs shall be returned to Developer.

(f) Rough Grading Prior to Recordation of the Final Maps. Subject to: (1) the City's receipt, review and approval of a grading plan for the Project or any portion thereof (the "**Grading Plan**"), geotechnical report and engineering geologic report for the Property; (2) the Developer's satisfaction of the City's bonding requirements; and (3) requirements for the issuance of a rough grading permit with respect to such Grading Plan, the City agrees to review the reports and the Grading Plan when submitted and issue a rough grading permit with respect to the Grading Plan subject to the Grading Plan's compliance with all Applicable Rules. The City agrees that the Grading Plan will be timely reviewed by the City, that a rough grading permit with respect to the Grading Plan may be issued, and that the Developer may rough grade the Property in accordance with the approved Grading Plan without the Developer first recording the final maps associated with the Project. The City reserves the right to condition the issuance of such rough grading permits upon the Developer implementing and maintaining reasonable and appropriate erosion control measures until sufficient work on the Property is completed to address erosion concerns.

(g) Compliance with Government Code Section 66473.7. Any tentative maps prepared for this Project or any portion thereof shall comply with Government Code Section 66473.7, to the extent that this code section is applicable to that tentative map.

(h) Subsequent Discretionary Action and Approval. The City agrees not to unreasonably withhold, condition or delay any Discretionary Action or Discretionary Approval or other action or approval by the City which may be required by the Project subsequent to the execution of this Agreement. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently schedule and convene all required public hearings in an expeditious manner consistent with the law and process all Discretionary Actions and Discretionary Approvals in an expeditious manner.

(i) Pace of Development; Phasing. The Project area will be developed in various phases over the next several years. In order to accommodate the anticipated intermittent

development patterns, all required circulation infrastructure and community improvements to accommodate each new development of the Specific Plan shall be completed prior to, or simultaneously with, individual projects and as required by the tentative tract map(s) and final map(s). Such tentative and final maps have not yet been submitted to the City and have not yet been approved by the City. The Specific Plan planning areas as described in the Specific Plan may be further divided into subareas to better reflect the anticipated development pattern and infrastructure improvement phasing, as long as such changes are consistent with the provisions of the approved tentative tract map(s) and final map(s). The Specific Plan phasing requirements present a plan of Project development based on an incremental installation of infrastructure improvements. The contemplated phasing recognizes that the Property is presently vacant with few infrastructure improvements. The City and Developer shall reasonably cooperate in implementing any changes or updates to any contemplated phasing of infrastructure improvements upon request by Developer, provided that any change in phasing shall continue to assure that adequate public facilities and services will be available for each new phase of development at the time that such improvements are placed into use.

(j) Public Services for Project. The City hereby acknowledges and agrees that when the infrastructure improvements called for by the Specific Plan have been completed, the City will have sufficient capacity in its existing infrastructure, services and utility systems for: traffic circulation; water distribution, sewer collection, sewer treatment and sanitation service; water treatment, distribution and service; and drainage to accommodate the Project. To the extent that the City renders such services or provides the utilities referenced in this Section, the City hereby agrees to timely grant or issue such hookups or service to all development in the Project after payment of applicable fees/charges.

7. Financing District; Maintenance Allocation

(a) At Developer's request, City agrees, subject to all public hearing and other legal requirements, to process the formation of one or more Community Facilities Districts by the City (a "**Financing District**") to be formed over all or part of the Property; for the purpose of funding the construction and on-going operation and maintenance of (i) the Phase 1 Public Park, (ii) Sewer Lift Station, if City elects to have its maintenance funded by the Financing District rather than the Master Homeowner's Association, (iii) annual mitigation payments to the City for police and fire services provided to the Project ("**Annual Mitigation Payments**"), and (iv) may include public sidewalks, (v) non-HOA maintained landscaping, (vi) such other common facilities or services as Developer may request and City shall approve.

(b) The Developer acknowledges and agrees that it shall not seek the formation of a Financing District(s) if the total taxes and assessments – including the one percent property tax imposed pursuant to Proposition 13, any other existing property taxes and/or assessments, and the proposed assessments and/or taxes to be imposed by the Financing District(s)– exceed 1.8 percent of the assessed value. If one or more Financing Districts are formed, the City shall not be liable for the financial obligations of the Financing District or Financing Districts unless the City specifically agrees in writing to accept such liability.

(c) In connection with the Annual Mitigation Payments described above, (i) a portion of the annual assessments, in the initial amount of One Hundred and Sixty Four Thousand Dollars (\$164,000), as subsequently increased for an annual inflation adjustment to be provided for in the formation documents for the Financing District, shall be committed to annual payment to the City to mitigate the additional police service operating costs attributable to the Project (the “**Police Services Mitigation Payment**”) and (ii) a portion of the annual assessments, in the initial amount of Four Hundred and Sixty Two Thousand Dollars (\$462,000), as subsequently increased for an annual inflation adjustment to be provided for in the formation documents for the Financing District, shall be committed to annual payment to the City to mitigate the additional fire protection service operating costs attributable to the Project (the “**Fire Services Mitigation Payment**”).

(d) Without limitation of the provisions set forth below, City and Developer agree that, notwithstanding any language in this Agreement to the contrary, the obligations for the Developer (including its successors and assigns) to pay, through the assessments or special taxes of the Financing District, the annual Police Services Mitigation Payment and the annual Fire Services Mitigation Payment, shall survive the termination or expiration of this Agreement and shall continue for an additional fifty (50) year period provided that the residential improvements subject to such assessments remain in place on the Property.

(e) The annual Police Services Mitigation Payment and the annual Fire Services Mitigation Payment shall commence when the City issues the certificate of occupancy for the 300th market rate Dwelling Unit within the Project.

(f) On behalf of itself and its successors and assigns, Developer agrees that (unless otherwise approved by City acting in its sole discretion):

(i) Not to initiate, support in any way and/or seek to repeal any Financing District once it is formed; and

(ii) Not to initiate, support in any way and/or seek to reduce the amount of assessments and/or special taxes imposed by any Financing District once it is formed.

(g) Notwithstanding any language in this Agreement to the contrary, the obligation for the Developer (including its successors in interest and assigns) to pay and the Financing District to impose assessments or special taxes shall survive the termination or expiration of this Agreement and shall continue so long as the Financing District survives. In connection with the foregoing and in furtherance of the covenants set forth above, Developer shall include provisions in its CC&Rs for the Project providing that (A) the residents of the Project will remain subject to the covenants set forth in Subsections 7(b)(i) and (ii) above for a period of at least fifty (50) years after the recordation of those CC&Rs, (B) if, for any reason, a Financing District is terminated after its formation, then the Master HOA will be automatically required, without further notice from or action by the City, to assume all obligations of the terminated Financing District and to thereafter perform all responsibilities of the Financing District in the same manner as previously performed by the Financing District, and (C) such

provision of the CC&Rs is not subject to modification or waiver without the written consent of the City.

8. Phasing for Affordable Housing within the Project

Because of the need for affordable housing in the City, and in consideration of the rights and benefits provided to Developer under the terms of this Agreement, the Developer declares, covenants and agrees, by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that, for a period of fifty-five (55) years from the Effective Date, the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the following covenants and restrictions:

(a) Fifteen percent (15%) of the total Dwelling Units constructed within the Project – constituting a minimum of 108 units -- shall be Affordable to Very Low Income Households and Low Income Households, with forty percent of that fifteen percent (i.e., six percent) of such units Affordable to Very Low Income Households, and sixty percent of such fifteen percent (i.e., nine percent) of such units affordable to Low Income Households.

(b) These Affordable Dwelling Units shall be rental units and will be constructed in either PA 5 or PA 6, as the Developer may elect. These Affordable Dwelling Units will be constructed in accordance with the following phasing requirements:

(i) Before the City issues the certificate of occupancy for the 300th market rate Dwelling Unit within the Project, Developer must pull the building permit(s) for all of the required Affordable Dwelling Units in Planning Area 5 and/or 6.

(ii) Before the City issues a building permit for the 500th market rate Dwelling Unit within the Project, Developer must have obtained a certificate of occupancy for a minimum of 108 Affordable Dwelling Units in Planning Area 5 and/or 6.

(c) The Affordable Dwelling Units constructed pursuant to this section shall be developed without further required subsidy or assistance of any kind from the City, including any City subsidy provided as part of a tax credit financing of the affordable project; provided, that nothing in this language shall limit any density bonus rights (and rights of related incentives and/or waivers) of Developer which may apply under the terms of the Specific Plan or applicable law, as long as (i) the Developer goes through the necessary CEQA process for such additional units; and (ii) the Developer constructs additional Affordable Unit(s) equal to 15 percent of the additional market rate Dwelling Units constructed as a result of such density bonus.

9. Phasing and Maintenance of Public Park.

(a) The Developer will be required to complete construction of the Phase 1 Park Space and HOA Recreation Area to the City's issuance of a certificate of occupancy for the 300th market rate Dwelling Unit within the Project. The Phase 1 Park Space and HOA Recreation Area will be designed and constructed in a manner consistent with the plans approved by the City.

(b) The parties contemplate that a Financing District formed pursuant to the provisions of this Agreement and providing for delivery of services shall be responsible for the maintenance of the public park. If a Financing District is not formed before the Phase I Park Space is completed and accepted by the City, then the Master Homeowners Association or the Developer shall be responsible for the costs of maintenance of the park until such Financing District is in place and sufficient funds are available in the Financing District from assessments collected and distributed to the City to cover the costs.

(c) Prior to completion of the Phase 1 Park Space, Developer shall complete construction of those roadway improvements required to provide vehicular and ADA-compliant pedestrian traffic access to that phase of the park from both new and existing homes in the community.

10. Farmland Mitigation Fee and Fire Capital Improvement Mitigation Fee

(a) Farmland Mitigation Fee.

(i) Development of the Property will result in the loss of farmland. In consideration of the rights and benefits provided to Developer under this Agreement and the performance by City of its obligations hereunder in accordance with the terms of this Agreement, Developer agrees to pay the City the sum of Two Million Two Hundred Thousand Dollars (\$2,200,000) in mitigation of the loss of this farmland (the “**Farmland Mitigation Fee**”). Developer shall pay one-half of the Farmland Mitigation Fee upon an issuance of a grading permit for any portion of the Property. After the issuance of the first grading permit, Developer shall pay the balance of the Farmland Mitigation Fee upon issuance of the first certificate of occupancy for any structure located on the Property.

(ii) The City shall use the Farmland Mitigation Fee for the construction of Affordable housing within the City’s corporate boundaries that is devoted to occupancy by farm workers.

(iii) Starting on the second (2nd) year anniversary of the payment of the first one-half (1/2) of the Farmland Mitigation Fee, and continuing every year thereafter until the second one-half of the Farmland Mitigation Fee is paid in full, the unpaid portion of the Farmland Mitigation Fee shall be increased by the percentage increase, if any, in the Engineering News-Record (ENR) index over the prior twelve (12) month period.

(b) Fire Capital Improvement Mitigation Fee.

(i) In consideration of the rights and benefits to Developer under this Agreement and the performance by City of its obligations hereunder in accordance with the terms of this Agreement, Developer also agrees to contribute a payment (the “Fire Mitigation Payment”) in the total amount of Three Hundred Fifty One Thousand Seven Hundred and Twenty Six Dollars (\$351,726) towards the capital costs of the planned Fire Station 1 renovation/reconstruction and the purchase of a new fire engine for that station.

(ii) These payments will be in addition to the Fire Component of the Growth Capital Fee that will be paid to the City in connection with the build out of this Project (in the projected amount of \$676,434 (based on 2022 fees Growth Capital Fee Fire Component). The City recognizes and confirms that the cumulative payment of the Fire Mitigation Payment under this Agreement and that Growth Capital Fee Fire Component will fully fund and mitigate the Project's share of all capital improvement requirements for fire services resulting from this Project. Nothing in this subsection shall be interpreted as locking in the Growth Capital Fee at prior rates. The amount of such fee shall be calculated at the applicable rate when the building permit is pulled for each residential unit.

(iii) Developer shall pay one-half of the Fire Mitigation Payment upon an issuance of a grading permit for any portion of the Property. After the issuance of the first grading permit, Developer shall pay the balance of the Fire Mitigation Fee upon issuance of the first certificate of occupancy for any structure located on the Property.

(iv) Starting on the second (2nd) year anniversary of the payment of the first one-half (1/2) of the Fire Mitigation Payment, and continuing every year thereafter until the second one-half of the Fire Mitigation Payment is paid in full, the unpaid portion of the Fire Mitigation Payment shall be increased by the percentage increase, if any, in the Engineering News-Record (ENR) index over the prior twelve (12) month period.

(iv) The City shall use a portion of Fire Mitigation Payment (in the amount of \$211,726) solely for the purposes of that Fire Station 1 renovation/reconstruction and a portion of that payment (in the amount of \$140,000) toward the purchase of that new fire engine.

(b) The sewer lift station will be publicly maintained. It will be up to the City to determine if such public maintenance is funded by general district charges reflecting existing City practices or use of a services Financing District created with respect to the Project.

11. Sewer Lift Station and Sewer Collection System

(a) Subject to design and construction in compliance with all Applicable Rules, City and Developer have agreed that a sewer lift station may be incorporated into the Project sufficient to meet the requirements of the Project provided that such lift station shall serve only the described development and not be designed to accommodate future upstream development unless mutually agreed to by both parties.

Specifically, the Developer shall, at a minimum:

- Schedule a scope verification meeting with the Engineering and Wastewater Divisions prior to the start of any planning or design work
- Complete and submit for approval a basis of design document

- Developer shall be responsible for the cost of incorporating the new flows into the existing sanitary sewer model to determine downstream sanitary sewer system impacts
- Based on results of the modeling exercise, Developer agrees to update the basis of design document and upgrade any deficient downstream sewers made deficient by the proposed development inflows

In connection with such construction, Developer shall adhere to the latest applicable design requirements imposed by the City pursuant to this Agreement including but not limited to:

- Designing and constructing a submersible lift station
- Specifying City standardized equipment for publicly owned lift stations including submersible pumps, sensors, valves, flow metering, electrical and supervisory control and data acquisition
- A stationary standby generator and Bypass pumping connection
- Odor control
- Site security including perimeter block wall, gate, alarms, video surveillance, etc.
- Site plan that allows large vehicle entrance and parking
- Suitable sound attenuation and shade covers

12. Infrastructure and Facility Maintenance

(a) The City will be responsible for maintaining the public road pavement, and public utilities, including the sewer collection system (not the sewer lift station) within the public roads within the Project. The City will be responsible for maintaining the public water system and services up to the meters within both the public and private roads. The City may be responsible for maintaining public sidewalks, depending on their design and location.

(b) The Master Homeowners Association will be responsible for maintaining:

(i) All public parkways and medians in the public streets within the Project.

(ii) For the existing perimeter public streets (Teal Club, Doris, Patterson, and Ventura Roads), all parkways on the side of the road abutting the Project and the medians.

(iii) All private streets, sidewalks, and parkways, inside the Project.

(iv) All private utilities, including sewer and storm drainage pipelines within the private streets.

(v) Water quality and detention basins.

(c) Refer to Section 7 Financing District; Maintenance Allocation for items contemplated to be included in the Financing District(s).

13. Local Preference in Marketing and Hiring for Construction of the Project

Developer, on behalf of itself and its successors in interest and assigns, agrees to be bound by the “Local Preference Program for Phase 1 of Teal Club Specific Plan (Local Buyer and Local Hire Preferences)”, which is attached hereto as **Exhibit E** and incorporated hereby in this reference.

14. Extension of Maps and Project Approvals. In accordance with Government Code Section 66452.6, subd. (a) and Government Code Section 65863.9, unless a longer term would result under otherwise applicable state law, the term of any subdivision map approval or other permits approved as part of the Project approvals shall be automatically extended for the term of this Agreement.

15. Compliance Review.

(a) **Periodic Review.** Pursuant to Government Code Section 65865.1, the City Manager shall, not less than once in every twelve (12) months, review the Project and this Agreement to ascertain whether or not the Developer is in good faith compliance with the terms of this Agreement (the “**Periodic Review**”).

(b) **Review Procedure.** During a Periodic Review, Developer shall provide information reasonably requested by the City Manager that the Project is being developed in good faith compliance with the terms of this Agreement. Upon completion of a Periodic Review, the City Manager shall submit a report to the City Council setting forth the City Manager’s findings. If, as a result of a Periodic Review, the City Council finds and determines on the basis of substantial evidence that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City shall issue a written “Notice of Non-Compliance” to the Developer specifying the grounds therefore and all facts demonstrating such non-compliance. The Developer’s failure to cure the alleged non-compliance within ninety (90) days after receipt of the notice, or, if such noncompliance is not capable of being cured within ninety (90) days, the Developer’s failure to initiate the actions required to cure such non-compliance within ninety (90) days after receipt of the notice, shall constitute a default under this Agreement on the part of the Developer and shall constitute grounds for the termination of this Agreement by the City as provided for below.

(c) **Termination or Modification for Non-Compliance.** Pursuant to Government Code Section 65865.1, if the City Council finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may modify or terminate this Agreement.. Any action by the City with respect to the termination or modification of this Agreement shall comply with the notice and public hearing requirements of Government Code Section 65867 in addition to any other notice required by law. Additionally, the City shall give the Developer written

notice of its intention to terminate or modify this Agreement and shall grant the Developer a reasonable opportunity to be heard on the matter and to oppose such termination or modification by the City.

(d) **Certificate of Agreement Compliance.** If, at the conclusion of an annual review, Developer is found to be in good faith compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Agreement Compliance (“**Certificate**”) to Developer stating that, after the most recent annual review and based upon the information then known to the City, (a) this Agreement remains in effect and (b) Developer is, to the current actual knowledge of the City, in good faith compliance with the Agreement as required by section 65865.1 of the Development Agreement Act. Additionally, as set forth in Section 22(o), either Party may at any time request from the other an estoppel certificate confirming, in addition to the foregoing, the status of the other Party's performance of its obligations under this Agreement to the knowledge of the certifying Party. City's failure to conduct a review at least annually of Developer's compliance with the terms and conditions of this Agreement shall not constitute or be construed by City or Developer as a breach of or a default under this Agreement, or have any impact upon Developer's rights under this Agreement.

16. Modification, Amendment or Cancellation by Mutual Consent. Pursuant to Government Code Section 65868, this Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or their successors in interest. Public notice of the parties' intention to amend or cancel any portion of this Agreement shall be given in the manner provided by Government Code Section 65867. Any amendment to the Agreement shall also be subject to the provisions of Government Code Section 65867.5.

17. Defaults, Notice and Cure Periods, Events of Default and Remedies.

17.1 Default By the Developer.

17.1.1 Default. If the Developer does not perform its obligations under this Agreement in a timely manner, the City may exercise all rights and remedies provided in this Agreement, provided the City shall have first given written notice to the Developer as provided in Section 22(a) hereof, and provided further the Developer may appeal such declaration in the manner provided in, and subject to all terms and provisions of Section 18. In addition, the parties agree that the City's right to compel specific performance of the obligations of Developer shall be subject to the limitations set forth in Section 17.1.5 of this Agreement; and that the City shall have no right to monetary damages as a result of any failure by Developer to start or complete the Project (other than to the extent arising from the Developer's failure to complete, remove or secure improvements as required by Section 17.1.5 below or to pay any amounts or reimbursements due to City under the express terms of this Agreement).

17.1.2 Notice of Default. If the Developer does not perform its obligations under this Agreement in a timely manner, the City through the City Manager may submit to the Developer a written notice of default in the manner prescribed in Section 22(a) identifying with specificity those obligations of the Developer under this Agreement which have not been timely performed. Upon receipt of any such written notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after

receipt of any such written notice of default and shall complete the cure of any such default(s) no later than one hundred and twenty (120) days after receipt of any such written notice of default, or within such longer period as is reasonably necessary to remedy such default(s), provided the Developer shall commence the cure of any such default(s) within such one hundred and twenty (120) day period and thereafter diligently pursue such cure at all times until any such default(s) is cured.

17.1.3 Failure to Cure Default Procedure. If after the cure period provided in Section 17.1.2 has elapsed, the City Manager finds and determines the Developer, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the City's Development Services Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that the Developer, or its successors, transferees and/or assigns, as the case may be, has not cured a default under this Agreement pursuant to this Section 17.1 and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Developer, and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 18. Such right of appeal shall include, but not be limited to, any objection to the manner in which the City intends to modify this Agreement if the City intends as a result of a default of the Developer, or one of its successors or assigns, to modify this Agreement. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section 17.1 or this Agreement shall be construed as modifying or abrogating the City Council's right of review of Planning Commission actions.

17.1.4 Termination or Modifications of Agreements. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the applicable appeal periods described in Section 18. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65967.5 and 65868, irrespective of whether an appeal is taken as provided in Section 18. Notwithstanding any other provision of this Agreement to the contrary, in the event that: (a) the Developer or any of its successors assigns some, but not all, of its rights under this Agreement in connection with a sale of some, but not all, of the Property; and (b) thereafter the Developer or one or more of its successors in interest under this Agreement is in default under this Agreement and either the Developer or one or more of its successors in interest under this Agreement is not in default under this Agreement, then any remedy the City may have the right to take under this Agreement including the right of termination or modification of this Agreement shall only apply to the party(ies) that is (are) in default and the portion(s) of the Property owned by such party(ies) and shall not apply to the Developer or any successor and/or assignee of the Developer under this Agreement that is not in default hereunder.

17.1.5 Limitation on Specific Performance Remedies and Damages. . Except as provided in Section 17.4 below, the City shall have no right to seek a remedy of

specific performance with respect to the Development of the Project; provided, however, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially delayed until such time that Developer complies with the specific requirements of this Agreement.

17.1.6 Lender Protection Provisions.

17.1.6.1 Right to Encumber; Cooperation with Lenders.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, subject to the requirement that any such encumbrances shall be subordinate to this Agreement.. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and/or modifications or clarifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation, modification or clarification; provided, that City shall have no obligation to agree to any such requested interpretation, modification or clarification. Under no circumstances shall the City agree to the subordination of this Agreement to any mortgage, deed of trust or other security device securing financing.

17.1.6.2 Notice of Default. In addition to the notice provisions set forth in Section 22(a), the City shall send a copy of any notice of default sent to the Developer or any of its successors or assigns to any lender that has made a loan then secured by a deed of trust against the Property, or a portion thereof, provided such lender or Developer shall have (a) delivered to the City written notice in the manner provided in Section 22(a) of such lender's election to receive a copy of any such written notice of default, and (b) provided to the City a recorded copy of any such deed of trust. Any such lender that makes a loan secured by a deed of trust against the Property, or a portion thereof, and delivers a written notice to the City and provides the City with a recorded copy of any such deed of trust in accordance with the provisions of this Section 17.1.6.2 is herein referred to as a "Qualified Lender."

17.1.6.3 Right of a Qualified Lender to Cure a Default. If the Developer, or any of its applicable successors or assigns, fails to timely cure any default under this Agreement within the time periods specified in Section 17.1.2, then the City shall send a written notice of any such failure to timely cure any such default to each Qualified Lender. From and after receipt of any such written notice of failure to cure, each Qualified Lender shall have the right to cure any such default, provided the Qualified Lender(s) commence the cure of any such default within thirty (30) days after receipt of any such written notice of failure to cure and thereafter diligently pursue the cure thereof to completion. If the nature of any such default is such that a Qualified Lender cannot reasonably cure any such default without being the owner of the Property, or the applicable portion thereof, then so long as the Qualified Lender(s) is (are) proceeding to foreclose the lien of its deed of trust against the Property, or the applicable portion thereof, and after completing any such foreclosure promptly commence the cure of any such default and thereafter diligently pursue the cure of such default to completion, such Qualified Lender shall be deemed to be diligently pursuing the cure of any such default. Any lender that

has made a loan to a party that owns a single family dwelling unit (whether a detached single family home, a townhome or a condominium), provided such party is not a developer of the Property or a portion thereof, shall not be deemed to be a Qualified Lender.

17.1.6.4 Exercise of City's Remedies. Notwithstanding any other provision of this Agreement, the City shall not exercise any right or remedy granted under this Agreement or otherwise arising out of a default under the Agreement by the Developer or any of its successors or assigns during the period of time which the Developer, any of its successors or assigns and/or a Qualified Lender has the right to cure any such default pursuant to this Section 17.1.

17.1.6.5 No Impairment of Mortgage. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value. In no event shall a foreclosure or other exercise by a lender of its pre- or post-foreclosure rights in connection with a mortgage require any consent or approval by the City. Notwithstanding any language in this section to the contrary, any mortgage, lien or encumbrance recorded against the Property or any portion thereof shall be subject to the provisions of this Agreement. In addition, notwithstanding any language in this section to the contrary, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially delayed until such time that Developer complies with the specific requirements of this Agreement.

17.2 Default by the City.

17.2.1 Default. In the event the City does not accept, process or render a decision in a timely manner on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the City and Developer, or if the City otherwise defaults under the provisions of this Agreement, the Developer shall have all rights and remedies provided herein or by applicable law (excepting therefrom monetary damages as specified in Section 17.3), which shall include compelling the specific performance of the City's obligations under this Agreement provided the Developer has first complied with the procedures in Section 17.2 and its obligations under this Agreement.

17.2.2 Notice of Default. Prior to the exercise of any other right or remedy arising out of a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed under this Agreement. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) no later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided the City shall continuously and diligently pursue each remedy at all times until such default(s) is cured.

17.3 Monetary Damages. The Developer and the City acknowledge that neither the City nor the Developer would have entered into this Agreement if either were liable

for monetary damages under or with respect to this Agreement or the application thereof. Both the City and the Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate the Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the City and the Developer agree that neither shall be liable for monetary damages under or with respect to this Agreement or the application thereof and the City and the Developer covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. This foregoing waiver shall not be deemed to apply to compelling the payment of any fees or other monetary amounts specifically required to be paid by the Developer to the City pursuant to this Agreement, including, but not limited to, any amounts due pursuant to Section 22(m). The foregoing waiver shall also not be deemed to apply to any fees or other monetary amounts required to be paid or credited by the City to the Developer pursuant to this Agreement, including, but not limited to fee credits, if any, required to be credited by City to Developer or its assignee(s). In addition, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially delayed until such time that Developer complies with the specific requirements of this Agreement, including (but not limited) the payment of amounts due the City pursuant to the terms of this Agreement.

17.4 Specific Performance. Due to the size, nature and scope of this Project, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Developer may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Developer has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement and it is not possible to determine the amount of monetary damages that would adequately compensate Developer for such efforts. For the foregoing reasons, the City and Developer agree that, subject to Section 17.3 above, damages would not be an adequate remedy if City fails to carry out its obligations under this Agreement, and that Developer shall have the right to seek and obtain specific performance as a remedy for any breach of this Agreement; provided, however, that as a condition to its right to bring such specific performance action, Developer must not be in default of any of its material obligations under this Agreement. The City's remedy to terminate or amend this Agreement in the event of Developer's uncured breach shall be sufficient in most circumstances. Notwithstanding the foregoing, if the City approves a final parcel map or subdivision map, issues a permit, or issues other approval(s) pursuant to this Agreement in reliance upon a specified condition or conditions being satisfied by Developer in the future, and if Developer then proceeds with that approved development but fails to satisfy such related condition(s), the City shall be entitled to specific performance for the sole purpose of causing Developer to satisfy such condition or conditions. Except in these limited circumstances, the City shall have no right to seek specific performance to cause Developer to proceed with the development of the Project in any manner; provided, however, Developer acknowledges and agrees (on behalf of itself and its successors-in interest and assigns) that the right to develop the Property or any portion thereof may be limited, restricted or substantially

delayed until such time that Developer complies with the specific requirements of this Agreement.

18. Administration of Agreement and Resolution of Disputes. The Developer shall at all times have the right to appeal to the City Council any decision or determination made by any employee, agent or other representative of the City concerning the Project or the interpretation and administration of this Agreement. All City Council decisions or determinations regarding the Project or the administration of this Agreement shall also be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5, provided that, pursuant to Code of Civil Procedure Section 1094.6, any such action must be filed in a court of competent jurisdiction not later than ninety (90) days after the date on which the City Council's decision becomes final.

19. Recordation of this Agreement. Pursuant to Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County within ten (10) days after the mutual execution of this Agreement.

20. Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

21. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the City, the Developer and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

22. Miscellaneous.

(a) **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) (i) hand delivered by messenger or courier service, (ii) by overnight delivery (including Federal Express), or (iii) by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the addresses set forth below. Each notice shall be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date of delivery by the overnight delivery service if by overnight delivery, or (3) seventy-two (72) hours after deposit in the United States mail (postage prepaid) if by registered or certified mail. By giving to the other parties at least fifteen (15) days' written notice, the parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address.

If to City:	City of Oxnard 300 West Third Street Oxnard, California 93030 Attention: City Manager Tel. No.: (805) 385-7430 Fax No.: (805) 385-7595
with a copy to:	City of Oxnard 214 S C Street Oxnard, California 93030 Attention: Community Development Director Tel. No.: (805) 385-7877 Fax No.: (805) 385-7854
And with a copy to:	City of Oxnard 305 West Third Street Oxnard, California 93030 Attention: City Attorney Tel. No.: (805) 385-7483 Fax No.: (805) 385-7423
If to the Developer:	Bob Bierig Canessa Capital 1334 Anacapa Street Santa Barbara, CA 93101
With a copy to:	Jeff Douglas 108 Encino Avenue Camarillo, CA 93010
And with a copy to:	Dennis Hardgrave 434 Park Cottage Place Camarillo, California 93012
And with a copy to:	Abram Roy LLP 24025 Park Sorrento, Suite 460 Calabasas, CA 91302 Attn: Dennis Roy, Esq.

(b) Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. The City and the Developer intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.

(c) Entire Agreement; Conflicts. This Agreement, together with the Applicable Rules, represents the entire agreement between the City and the Developer with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the City and the Developer with respect to the matters contained in this Agreement. Should any or all of the provisions of this Agreement be found to be in conflict with any other provision or provisions found in the Applicable Rules or the Subsequent Applicable Rules, including, without limitation, the Teal Club Specific Plan, then the provisions of this Agreement shall govern and prevail.

(d) Further Assurances. The City and the Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments as are reasonably necessary to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Developer are not thereby modified in any material respect.

(e) Inurement and Assignment. This Agreement shall inure to the benefit of and bind the successors and assigns of the City and the Developer, and the applicable portion thereof shall be assigned by the Developer to any party or parties purchasing all or any part of the Property, or any interest therein, and such successor party shall acquire the Property, or the applicable portion thereof subject to this Agreement. In furtherance of the foregoing, the parties acknowledge and confirm that the specific rights and obligations of this Agreement shall be deemed covenants running with the land that concern and affect the Property. Prior to Developer's assignment of any rights, duties or obligations under this Agreement, the Developer shall present information to the City reasonably demonstrating that the proposed successor and/or assignee has the financial ability and experience to fulfill those specific rights, duties and obligations under the Agreement that the successor and/or assignee would assume. City shall have the right to approve the proposed successor and/or assignee, provided that the City's approval may not be unreasonably withheld, conditioned or delayed. In connection with any proposed assignment of the Property and this Agreement, or a portion thereof, Developer shall provide not less than fifteen (15) business days advance notice of the proposed assignment to City and shall provide all necessary documentation requested by the City as provided above. Such transfer shall not occur until approved by the City; provided, that, notwithstanding anything herein to the contrary, the following homebuilders and their subsidiaries and controlled affiliates operating under their brand name are hereby pre-approved for assignment of all or any portion of this Agreement and all rights, duties and obligations of Developer hereunder: Lennar Homes, KB Homes, DR Horton and Tri-Pointe Homes. Upon the close of escrow for transfer of the Property or the relevant portion thereof, the assignee shall assume the assigned or delegated rights and obligations under this Agreement pursuant to a form of assignment and assumption agreement approved by the City, which approval shall not be unreasonably withheld or conditioned. Except with respect to any assignment of Developer's rights or obligations hereunder in connection with the transfer of the portion of the Property affected thereby, no party shall have the right to assign or otherwise transfer its rights or obligations hereunder and any such attempted assignment or transfer shall be void. Any permitted assignee shall succeed to all the rights and remedies of Developer hereunder, including, but not limited to, the specific performance of this Agreement. Once such approved assignment or succession has occurred and the assignee or successor in interest has agreed to accept the applicable obligations under this

Agreement, the obligations of Developer shall become several and Developer shall be released from its obligations under this Agreement that have been assumed by the assignee or successor in interest with respect to the Property, or portion thereof, so transferred, and a default by one successor under this Agreement as to one portion of the Property shall not be a default as to Developer or a default as to another successor on another portion of the Property. Notwithstanding any language in this Section 22 to the contrary, any limitations imposed by this Agreement on the issuance of certificates of occupancy and building permits for market rate Dwelling Units until a specific number of affordable units have been constructed, the Phase 1 Public Park has been constructed and/or the Farmland Mitigation Fee or applicable portion thereof has been paid, shall apply against the entire Property until each of these specific obligations have been satisfied, and no portion of the Property may be developed free of those limitations until such obligation is fully discharged. Upon the completion of any phase or tract of development of the Project as reasonably determined by the City, the City shall release that completed phase or tract from further obligations under this Agreement. The release of a completed phase or tract from further obligations under this Agreement does not release that phase or tract from any applicable and duly executed and recorded conditions, covenants and restrictions or any on-going environmental mitigation measures that are a specific obligation of that completed phase or tract, as required by applicable Project environmental documents. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall terminate as to any Dwelling Unit which has been finally subdivided, constructed, issued a certificate of occupancy, and sold, except as to the affordable housing covenants, if any, which may exist against such Dwelling Units. Upon such sale, the Dwelling Unit shall be released from and shall no longer be subject to or burdened by the provisions of this Agreement. The provisions of this Section 22(e) shall be self-executing and shall not require the execution or recordation of any further document or instrument.

(f) Negation of Agency. The City and the Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint venturers, partners or employer/employee.

(g) Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief and any reference proceeding provided for herein, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including, but not limited to telephone calls, photocopies, expert witness, travel, and reasonable attorneys' fees and costs to be fixed by the court. Such recovery shall include, but not limited to, court costs, out-of-pocket expenses and attorneys' fees on appeal, if any. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If the City or Developer is reasonably required to incur such out-of-pocket expenses and attorneys' fees as a result of any claim arising out of or concerning a breach of this Agreement, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorneys' fees whether or not an action is filed or pursued to judgment.

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

(i) Force Majeure. In the event of changed conditions, litigation filed to challenge the Project approvals, changes in local, state or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances which interfere in any material respect with carrying out the Project or with the ability of either the City or the Developer to perform its obligations under this Agreement, and which are not due to actions on the part of the party seeking an extension of time for performance and which are beyond the reasonable control of that party (collectively, “**Force Majeure Events**”), the Developer and the City agree to bargain in good faith to modify this Agreement as may be necessary to achieve the goals and preserve the original intent of this Agreement, and the party experiencing such delay shall have such additional time to perform its obligations hereunder as may be reasonably necessary following conclusion of the event of delay.

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

(k) [Reserved]

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

(m) Indemnification. The Developer agrees, as a condition of approval of this Agreement, to indemnify, defend and hold harmless at the Developer’s expense, the City, the City Council, and the City’s agents, officers and employees from and against any claim, action or proceeding commenced within the applicable time period, to challenge, attack, set aside, void or annul the approval of this Agreement, the Teal Club Specific Plan or EIR. The City shall promptly notify Developer of any such claim, action or proceeding of which the City receives notice, and, as a condition to the Developer’s obligations hereunder, the City shall cooperate fully and timely with Developer in the defense thereof. Developer shall provide a joint defense to the City and Developer with counsel acceptable to the City to defend both the City and Developer, which City approval shall not be unreasonably withheld, conditioned or delayed. The City may, in its sole discretion and at its sole expense, elect to also participate in the defense of any such claim, action or proceeding, but such participation shall not relieve the Developer of the obligations of this Section or increase the defense costs of Developer. Developer shall have the right to terminate further defense of this Agreement, the Teal Club Specific Plan or the EIR, or any portion thereof, but, in that event, City shall have no further obligation to defend such portion of the entitlements or agreements of Developer, and City may elect to allow that portion of those provisions or entitlements to terminate. The filing of any third party lawsuit(s) against City or Developer relating to this Agreement, the Applicable Rules, any subsequent project approvals or other development issues or approvals affecting the Property shall not delay or stop the development, processing or construction of the Project, approval of any future Discretionary

Approvals, or issuance of future permits or approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order.

(n) Intentionally Omitted.

(o) Estoppel Certificates. Within ten (10) business days following the receipt by City of a written request by Developer, the City shall execute and deliver to the requesting Developer a statement (an "estoppel certificate") certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the City alleges that specified (date and nature) defaults exist. The estoppel certificate shall also provide any other reasonable information requested. The failure to timely deliver a requested estoppel certificate shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Developer, and that there are no uncured defaults in the performance of the requesting Developer, except as may be represented by the requesting Developer. The requesting Developer shall pay to City all reasonable administrative costs incurred by City in connection with the issuance of estoppel certificates under this Section prior to City's issuance of such certificates. Any such certificate may be and is intended to be relied upon by any person, including, but not limited to, the other party, potential purchasers or lessees of all or any part of the Property, lenders or potential lenders. The City Manager shall be authorized to execute any estoppel certificate hereunder on behalf of City without further authorization or hearing.

(p) Dates for Performance. The time in which any act under this Agreement is to be done shall be computed by excluding the first and including the last day. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for in this Agreement fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday. For the purposes of this Agreement, the word "day" shall mean "calendar" day and the phrase "business day" shall mean those days on which the Ventura County Superior Court is open for business.

(q) Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

(r) Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified.

[Signatures begin on next page]

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

THE ROBERT AND JOAN BORCHARD 2006
REVOCABLE FAMILY TRUST U/D/T
DATED NOVEMBER 27, 2006

F. Robert Borchard, Trustee

Joann M. Borchard, Trustee

BORCHARD FAMILY 2024 REVOCABLE+
TRUST DATED FEBRUARY 23, 2024,

Joseph Eugene Borchard, Trustee

Janice Loree Borchard, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

84670.001 - 430415.4 84670.001 - 397351.7

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature

Paul E. Borchard,
a married man as his sole and separate property

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

T & J HENSON FAMILY TRUST UNDER
DECLARATION OF TRUST DATED
SEPTEMBER 19, 2006,

Frances Joan Henson, Trustee

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State of California)
County of Los Angeles)

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature

THE ANDERSON FAMILY TRUST
AGREEMENT, DATED AUGUST 25, 1998,

Gerald J. F. Anderson, Trustee

Margaret M. Anderson, Trustee

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State of California)
County of Los Angeles)

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature

Superseded Signature Intentionally Omitted

Intentionally Omitted Jurat in Connection with Superseded Signature

By: _____
Name: _____
Its: _____

State of California)
County of Los Angeles)

Ian Alexander Bierig,
an unmarried man

NICOLE E. BIERIG TRUST DATED
JUNE 8, 2016,

Nicole Elizabeth Bierig Jordan, formerly known
as Nicole E. Bierig, Trustee

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State of California)
County of Los Angeles)

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature

THE ROBERT AND JOANN BORCHARD
2006 REVOCABLE FAMILY TRUST DATED
NOVEMBER 27, 2006,

F. Robert Borchard, Trustee

Joann M. Borchard, Trustee

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State of California)
County of Los Angeles)

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County of Los Angeles)

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WITNESS my hand and official seal.

Signature

TRUST AGREEMENT DATED DECEMBER
15, 1992, KNOWN AS THE “DEMPSEY 1992
TRUST”

Kevin P. Dempsey, Trustee

Elizabeth A. Dempsey, Trustee or
Successor in Trust

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

DEVERICKS 1994 REVOCABLE FAMILY
TRUST UNDER DECLARATION OF TRUST
DATED DECEMBER 14, 1994,

Richard Devericks, Co-Trustee

Ellen Devericks, Co-Trustee

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

EDWARD AND JEANNE MYERS 1999
FAMILY TRUST UNDER DECLARATION OF
TRUST DATED OCTOBER 28, 1999

Edward D. Myers, Co-Trustee

Jeanne M. Myers, Co-Trustee

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State of California)
County of Los Angeles)

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

DEVERICKS 1994 REVOCABLE FAMILY
TRUST DATED DECEMBER 14, 1994,

Ellen C. Devericks, Trustee

Richard B. Devericks, Trustee

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

1999 MEYERS FAMILY TRUST DATED
OCTOBER 28, 1999

Jeanne M. Myers, Trustee

Edward Myers, Trustee

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

DEMPSEY 1992 TRUST DATED
DECEMBER 15, 1992,

Elizabeth A. Dempsey, Trustee

Kevin Dempsey, Trustee

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

J & P DOUGLAS FAMILY TRUST DATED
DECEMBER 4, 1998,

Jeffrey C. Douglas, Trustee

Mary Patricia Douglas, Trustee

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

Joan Henson,
a married woman, as her sole and separate
property

Margaret M. Anderson,
a married woman, as her sole and separate
property

Paul Borchard,
a married man, as his sole and separate property

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State of California)
County of Los Angeles)

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Signature

DEVELOPER:

BORCHARD CORNER, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

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State of California)
County of Los Angeles)

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Signature

CITY:

CITY OF OXNARD,
a municipal corporation of the State of
California

By: _____
Name: Luis A. McArthur
Title: Mayor

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State of California)
County of Los Angeles)

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WITNESS my hand and official seal.

Signature

ATTEST:

Luly Lopez,
City Clerk

Stephen Fischer,
City Attorney

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County of Los Angeles)

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State of California)
County of Los Angeles)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Exhibit A

Legal Description of Property

BORCHARD PROPERTY (APN 183-0-070-06, 07, 14 & 24)

That parcel of land in the City of Oxnard and County of Ventura, State of California, described in Quitclaim Deed recorded on February 23, 2010 as Instrument No. 20090223-00023244, of Official Records, in the Office of the County Recorder of said County and described as follows:

Lots 133, 158, 159, 160, partly in the City of Oxnard, County of Ventura and partly in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

EXCEPT that portion of said Lot 160 as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

Beginning at a county standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated and delineated upon the above described Map, from which a nail set at the Northeast corner of said Lot 160 bears North 20.00 feet distant; thence from said point of beginning.

1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd: South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd: South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

ALSO EXCEPT the interest in and to that portion of said Lot 133 as conveyed to the City of Oxnard, a municipal corporation, by the Grant Deed recorded on September 2, 1977, in Book 4938, Page 9 of Official Records and described as follows:

A portion of Lot 133, Patterson Ranch, in the County of Ventura, State of California, as per map recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

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Beginning at the Southeast corner of said Lot 133; thence northerly along the East line of said Lot,

1st: North 20 feet to a point; thence leaving said east line,

2nd: South 45° 00' 00" West 26.25 feet to a point on the Southerly line of said Lot 133; thence along said Southerly line,

3rd: East 17.00 feet to the point of beginning.

EXCEPTING THEREFROM all tile, pipe, conduits, and drains, laid, installed or placed in, through or across said land, or portion thereof.

ALSO EXCEPT the interest in and to those portions of said land lying within Teal Club Road, Patterson Road, and North Road, as said roads are shown on said Map, conveyed to Ventura County as and for public highways by deed recorded November 7, 1913, in Book 139, Page 169 of Deeds, in said Office.

ALSO EXCEPT an undivided 7/120 interest in the water well and pumping plant located on said Lot 160, as conveyed to Ralph W. Borchard and Helen M. Borchard, by deed recorded on July 20, 1953, in Book 1145, Page 293 of Official Records in said Office.

ALSO EXCEPT all tile, pipe, conduits and drains now laid, installed or placed in, through or across said land, or any portion thereof, as reserved by the Patterson Ranch Company, in Deeds recorded December 5, 1913, in Book 142, Page 40 of Deeds; December 5, 1913, in Book 142, Page 41 of Deeds; December 8, 1913, in Book 142, Page 52 of Deeds; and January 10, 1917, in Book 155, Page 43 of Deeds in said Office.

ALSO EXCEPTED and excluded from said land and reserved to Grantors is Grantors' right, title and interest, if any, in and to all oil, gas, petroleum, metals, minerals, steam, hydrocarbon substances, subsoil products, fissionable substances, and other minerals, materials and substances except water in, under, produced or saved from the Subject Property or the top 500 feet of the subsurface.

ALSO EXCEPT the oil, gas, other hydrocarbon substances and minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Grant Deeds recorded on December 23, 1980, in Book 5801, Page 36 and in Book 5801, Page 38; and recorded on December 30, 1980, in Book 5804, Page 774 – all of Official Records, in said Office.

ALSO EXCEPT any interest in and to the oil, gas, other hydrocarbon substances and

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minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Quitclaim Deeds recorded December 12, 2007, as Document No. 20071212-00224961 and as Document No. 20071212-224962 both of Official Records, in said Office.

ALSO EXCEPT the interest in and to that portion of said Lot 158 as conveyed to the Oxnard School District, a California Public School District, by the Grant Deed recorded on April 30, 2018, as Instrument No. 20180430-00049494, of Official Records and described as follows:

That portion of Lot 158 in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwestern corner of said Lot 158, said point being shown on Record of Survey filed in Book 56, Page 73 and 74 of Records of Survey, in the Office of the County Recorder of said County, being the Northeasterly terminus of that line shown on said Survey map as North 01° 14' 09 East 970.51 feet; thence,

1st: Along the Westerly line of said Lot 158, South 01° 14' 09" West, 970.51 feet to the Southwesterly corner of said Lot 158; thence,

2nd: Along the Southerly line of said Lot 158, South 88° 47' 08" East, 1121.95 feet, thence,

3rd: North 01° 14' 09 East, 970.44 feet to a point on the Northerly line of said Lot 158; thence,

4th: Along said Northerly line, North 88° 46' 55", 1121.95 feet to the **Point of Beginning.**

TOGETHER WITH the interest in and to that portion of said Lot 160, in the City of Oxnard and the County of Ventura, State of California as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

A part Lot 160 of the Patterson Ranch Subdivision being a part of the Rancho El Rio de Santa Clara O' La Colonia and recorded in Book 8 of Miscellaneous Records (Maps) at Page 1 and more particularly described as follows,

Beginning at a county standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated and delineated upon the above described Map, from which a nail set at the Northeast corner of said Lot 160 bears North 20.00 feet distant; thence from said point of beginning.

1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd: South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd: South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

Together with a 7/120ths interest in the water well and pumping plant located on the remainder of said Lot 160 and

Together with the right to have and take from said well and well site, waters therefrom, over and across the present and existing right of way for pipe lines and with the further right to go on the remainder of said Lot 60 for the purpose of maintaining, operating, repairing and replacing said pipe line.

The above described parcel of land is delineated on the attached Exhibit "B".

William T. Hurdle

William T. Hurdle
PLS 5453

8 - 9 - 2024

Date



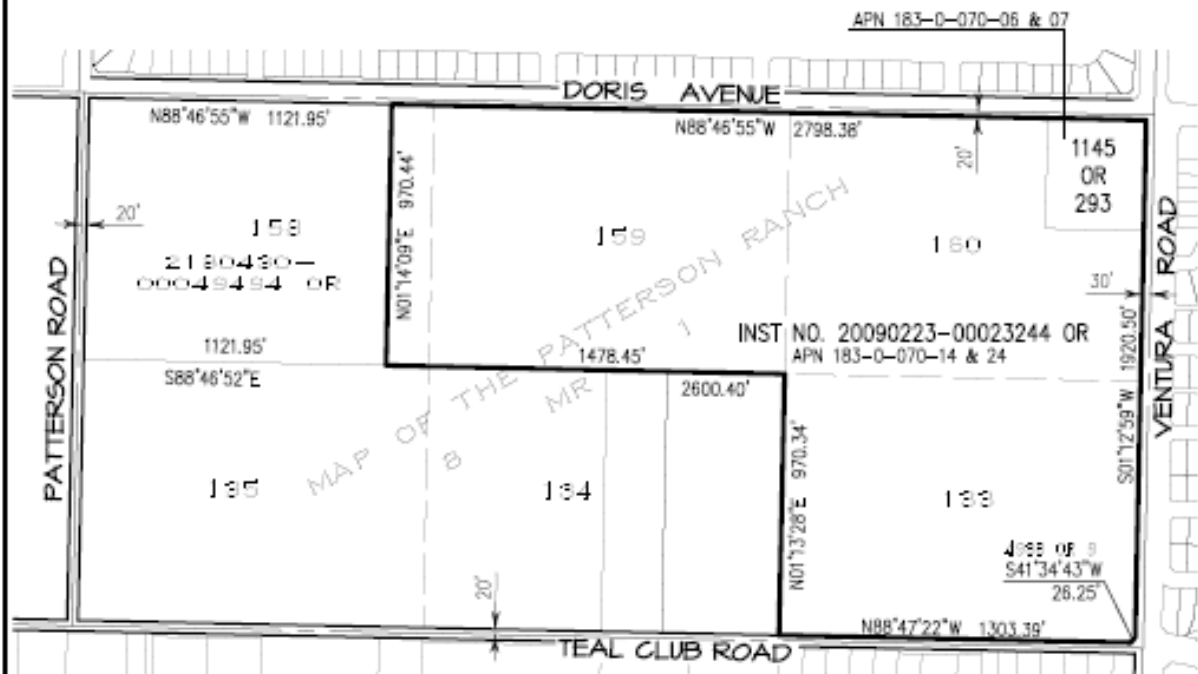
Exhibit A-1

Depiction of Property

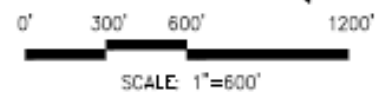
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SHEET 1 OF 1

(APN'S: 183-0-070-06, 07, 14 & 24)



THE COURSES AND DISTANCES SHOWN HEREON REFLECT RECORD DATA PER THE WRITTEN DEEDS, AND ARE NOT THE RESULTS OF A FIELD SURVEY, OR MATHEMATICALLY CLOSED BOUNDARY SURVEY.



APN ASSESSORS PARCEL NUMBER
MR MISCELLANEOUS RECORD
OR OFFICIAL RECORDS

HATCHED AREA DENOTES LAND
DESCRIBED IN THE ATTACHED
EXHIBIT "A"

William T. Hurdle

8 - 9 - 2024

WILLIAM T. HURDLE
PLS 5453

DATE _____



JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

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Exhibit B

Legal Description of Teal Club Specific Plan Property

BORCHARD, BASSO, KOHARA & CERRATO PROPERTIES

BORCHARD PROPERTY (APN 183-0-070-06, 07, 14 & 24)

That parcel of land in the City of Oxnard and County of Ventura, State of California, described in the Quitclaim Deed recorded on February 23, 2010 as Instrument No. 20090223-00023244, of Official Records, in the Office of the County Recorder of said County and described as follows:

Lots 133, 158, 159, 160, partly in the City of Oxnard, County of Ventura and partly in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

EXCEPT that portion of said Lot 160 as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

Beginning at a county standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated and delineated upon the above described Map, from which a nail set at the Northeast corner of said Lot 160 bears North 20.00 feet distant; thence from said point of beginning.

1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

ALSO EXCEPT the interest in and to that portion of said Lot 133 as conveyed to the City of Oxnard, a municipal corporation, by the Grant Deed recorded on September 2, 1977, in Book 4938, at Page 9 of Official Records and described as follows:

A portion of Lot 133, Patterson Ranch, in the County of Ventura, State of California, as per map recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of said Lot 133; thence northerly along the East line of said Lot,

1st: North 20 feet to a point; thence leaving said east line,

2nd: South 45° 00' 00" West 26.25 feet to a point on the Southerly line of said Lot 133; thence along said Southerly line,

3rd: East 17.00 feet to the point of beginning.

EXCEPTING THEREFROM all tile, pipe, conduits, and drains, laid, installed or placed in, through or across said land, or portion thereof.

ALSO EXCEPT the interest in and to those portions of said land lying within Teal Club Road, Patterson Road, and North Road, as said roads are shown on said Map, conveyed to Ventura County as and for public highways by deed recorded on November 7, 1913, in Book 139, at Page 169 of Deeds, in said Office.

ALSO EXCEPT an undivided 7/120 interest in the water well and pumping plant located on said Lot 160, as conveyed to Ralph W. Borchard and Helen M. Borchard, by deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records in said Office.

ALSO EXCEPT all tile, pipe, conduits and drains now laid, installed or placed in, through or across said land, or any portion thereof, as reserved by the Patterson Ranch Company, in Deeds recorded December 5, 1913, in Book 142, Page 40 of Deeds; December 5, 1913, in Book 142, Page 41 of Deeds; December 8, 1913, in Book 142, Page 52 of Deeds; and January 10, 1917, in Book 155, Page 43 of Deeds in said Office.

ALSO EXCEPTED and excluded from said land and reserved to Grantors is Grantors' right, title and interest, if any, in and to all oil, gas, petroleum, metals, minerals, steam, hydrocarbon substances, subsoil products, fissionable substances, and other minerals, materials and substances except water in, under, produced or saved from the Subject Property or the top 500 feet of the subsurface.

ALSO EXCEPT the oil, gas, other hydrocarbon substances and minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Grant Deeds recorded on December 23, 1980, in Book 5801, Page 36 and in Book 5801, Page 38; and recorded on December 30, 1980, in Book 5804, Page 774 – all of Official Records, in said Office.

ALSO EXCEPT any interest in and to the oil, gas, other hydrocarbon substances and minerals in and under said land, but without the right to enter on the surface thereof or within five hundred (500) feet beneath the surface, as partially granted in the Quitclaim Deeds recorded December 12, 2007, as Document No. 20071212-00224961 and as Document No. 20071212-224962 both of Official Records, in said Office.

ALSO EXCEPT the interest in and to that portion of said Lot 158 as conveyed to the Oxnard School District, a California Public School District, by the Grant Deed recorded on April 30, 2018, as Instrument No. 20180430-00049494, of Official Records and described as follows:

That portion of Lot 158 in the County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwestern corner of said Lot 158, said point being shown on Record of Survey map filed in Book 56, at Pages 73 and 74 of Records of Survey, in the Office of the County Recorder of said County, being the Northeasterly terminus of that line shown on said Survey map as North 01° 14' 09 East 970.51 feet; thence,

1st: Along the Westerly line of said Lot 158, South 01° 14' 09" West, 970.51 feet to the Southwesterly corner of said Lot 158; thence,

2nd: Along the Southerly line of said Lot 158, South 88° 47' 08" East, 1121.95 feet, thence,

3rd: North 01° 14' 09 East, 970.44 feet to a point on the Northerly line of said Lot 158; thence,

4th: Along said Northerly line, North 88° 46' 55", 1121.95 feet to the **Point of Beginning**.

TOGETHER WITH the interest in and to that portion of said Lot 160, in the City of Oxnard and the County of Ventura, State of California as conveyed to Ralph W. Borchard and Helen M. Borchard, by the Grant Deed recorded on July 20, 1953, in Book 1145, at Page 293 of Official Records and described as follows:

A part Lot 160 of the Patterson Ranch Subdivision being a part of the Rancho El Rio de Santa Clara O' La Colonia and recorded in Book 8 of Miscellaneous Records (Maps) at Page 1 and more particularly described as follows,

Beginning at a county standard monument set at the intersection of the West line of Ventura Road with the South line of North Road, as designated and delineated upon the above described Map, from which a nail set at the Northeast corner of said Lot 160 bears North 20.00 feet distant; thence from said point of beginning.

1st: North 89° 59' 30" West 365.00 feet along the South line of said North Road to a 3/4 inch iron pipe; thence leaving said South line,

2nd: South 410.00 feet to a 3/4 inch iron pipe; thence,

3rd: South 89° 59' 30" East 365.00 feet to a 3/4 inch iron pipe set in the West line of said Ventura Road; thence along said West line,

4th: North 410.00 feet to the Point of Beginning and containing 3.44 acres of land.

Together with a 7/120ths interest in the water well and pumping plant located on the remainder of said Lot 160 and

Together with the right to have and take from said well and well site, waters therefrom, over and across the present and existing right of way for pipe lines and with the further right to go on the remainder of said Lot 60 for the purpose of maintaining, operating, repairing and replacing said pipe line.

BASSO PROPERTY (APN 183-0-070-11)

That parcel of land in the County of Ventura, State of California described in the Quitclaim Deed recorded on September 19, 2023 as Instrument No. 2023000062656, of Official Records, and shown on Record of Survey map filed in Book 56, at Pages 73 and 74 of Records of Survey, both in the office of the County Recorder of said county and described as follows:

Lot 135 and the West half of Lot 134 of the Patterson Ranch as said lots are designated and delineated upon that certain Map entitled, "Map of Subdivision of the Patterson Ranch, Ventura County, Cal." and recorded in the Office of the County Recorder of said Ventura County, in Book 8 of Miscellaneous Records (Maps) at page 1, et seq.

EXCEPT those portions thereof lying within Teal Club Road and Patterson Road, as conveyed to Ventura County as and for public highways by deed recorded on November 7, 1913, in Book 139, at Page 169 of Deeds, in said Office.

ALSO EXCEPT an undivided 4/7th interest in and to the following described well site for so long as all or any portion of said Lots 136 and 157, Patterson Ranch, is used for agricultural purposes and upon termination of the use thereof for such purposes all interest in said well site to automatically terminate. Said well site is more particularly described as follows:

Part of Lot 135 of said Patterson Ranch, described as follows:

Beginning at a point in the North line of said Lot 135 distant thereon East 720.3 feet from the East line of Patterson Road, 40 feet wide; thence from said point of beginning and along said North line,

- 1st: East 20 feet to a point; thence at right angles,
- 2nd: South 20 feet to a point; thence at right angles,
- 3rd: West 20 feet to a point; thence at right angles,
- 4th: North 20 feet to the point of beginning.

KOHARA PROPERTY (APN 183-0-070-13)

That parcel of land in the County of Ventura, State of California recorded on November 28, 1994 as Document No. 94-189088, of Official Records, and shown on Record of Survey filed in Book 56, at Pages 73 and 74 of Records of Survey, both in the Office of the County Recorder of said County and described as follows:

The Westerly 224.53 feet of the Easterly one-half of Lot 134 of the Patterson Ranch, in the County of Ventura, State of California, as per Map recorded in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County.

EXCEPT the Southerly 20 feet thereof.

ALSO EXCEPT one-half of the minerals, oil, gas, or other hydrocarbon substances in and under said land, without, however, any right of surface entry or any right of entry and to the subsurface thereof at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as reserved by Esther Dorothy Sutton, a married woman as her sole and separate property, in Deed recorded on March 31, 1964 as Document No. 21113 in Book 2512, at Page 76 Official Records, in said Office.

CERRATO PROPERTY (APN 183-0-070-12)

That parcel of land in the County of Ventura, State of California conveyed in the Grant Deed recorded on May 15, 2023 as Instrument No. 2023000033551, of Official Records, and shown on Record of Survey filed in Book 56, at Pages 73 and 74 of Records of Survey, both in the Office of the County Recorder of said County and described as follows:

The East one-half of Lot 134 of the Patterson Ranch as said Lot is designated and delineated upon that certain Map entitled "Map of the Patterson Ranch", in the County of Ventura, State of California, recorded in the Office of the County Recorder of Ventura County, State of California, in Book 8 of Miscellaneous Records (Map) at Page 1.

EXCEPT therefrom the West 224.53 feet.

ALSO EXCEPT the Southerly 20.00 feet thereof as reserved for public road purposes.
AND ALSO EXCEPT therefrom one-half of the minerals, oil, gas, or other hydrocarbon substances in and under said land, without, however, any right of surface entry or any right of entry in and to the subsurface thereof, at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as reserved in the Deed recorded on March 31, 1964 as Instrument No. 21115 in Book 2512, at Page 80, of Official Records, in said Office.

The above described parcels of land are delineated on the attached Exhibit "B".

84670.001 - 430415.4 84670.001 - 397351.7

William T. Hurdle

William T. Hurdle
PLS 5453

8 - 9 - 2024

Date



Exhibit B-1

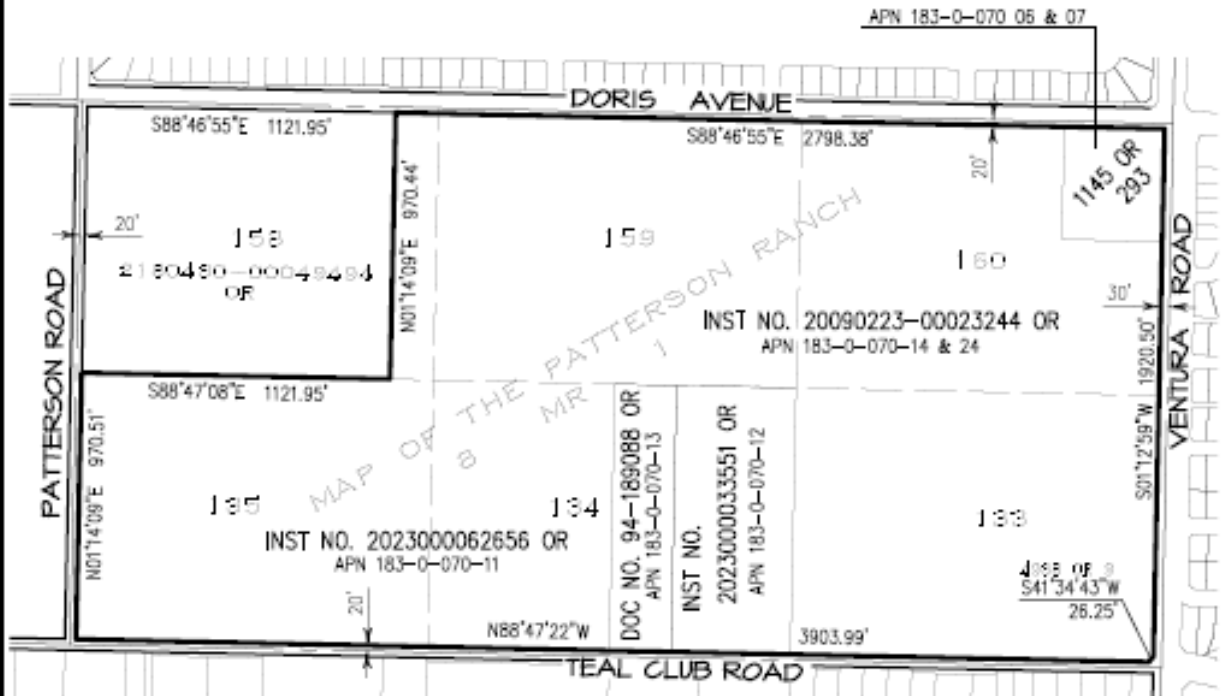
Depiction of Teal Club Specific Plan Property

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EXHIBIT "B"

SHEET 1 OF 1

(APN'S: 183-0-070-06, 07, 11, 12, 13, 14 & 24)

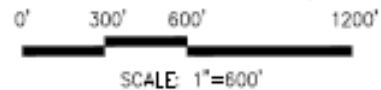


SURVEYOR'S NOTE

THE COURSES AND DISTANCES SHOWN HEREON REFLECT RECORD DATA PER THE WRITTEN DEEDS, AND ARE NOT THE RESULTS OF A FIELD SURVEY, OR MATHEMATICALLY CLOSED BOUNDARY SURVEY.

LEGEND

APN ASSESSOR'S PARCEL NUMBER
MR MISCELLANEOUS RECORD
OR OFFICIAL RECORDS



HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

William T. Hurdle

WILLIAM T. HURDLE
PLS 5453

8 - 9 - 2024

DATE



JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977

Exhibit C

Resolution No. 10,272 of City of Oxnard Concerning Credit in Lieu of Payment

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 10,272

A RESOLUTION OF THE CITY OF OXNARD ESTABLISHING A POLICY
CONCERNING CREDIT IN LIEU OF PAYMENT FOR FACILITIES
FEES AND REIMBURSEMENT FOR CONSTRUCTION OF PLANNED FACILITIES
FOR DRAINAGE, WASTEWATER, TRAFFIC CIRCULATION, AND WATER SYSTEMS.

WHEREAS, Division 1 of Article V-A of Chapter 27 of the Oxnard City Code provides that a person may receive credit in lieu of payment of facilities fees; and

WHEREAS, Division 1 of Article V of Chapter 27 of the Oxnard City Code provides that a subdivider required to install improvements containing supplemental capacity shall be reimbursed for that portion of the cost of the improvements, including an amount attributable to interest, in excess of the construction required for the subdivision;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES AS FOLLOWS:

1. Credit in lieu of payment of facilities fees and cash reimbursements provided herein shall be available to persons constructing drainage, wastewater conveyance, wastewater treatment, traffic circulation, and water facilities as a condition of development or subdivision, which are consistent with the City's master plans.

2. For the purposes of this resolution, the word "facilities" and the phrase "type of infrastructure" shall mean drainage, wastewater conveyance, wastewater treatment, traffic circulation, or water facilities constructed within the City.

3. When a person is required by the City to construct facilities consistent with the City's master plans, the cost of such facilities shall be either credited to such person in lieu of the payment of facilities fees or reimbursed to such person by the City.

4. The amount of the credit in lieu of payment of facilities fees shall be limited to the person's actual engineering and construction costs to construct the facilities and shall not exceed the amount of the estimated facilities fees. Facilities fees estimates shall be determined by the City by assuming the highest and best use of the parcels under the approved zoning at the time of subdivision map recordings. The actual engineering and

Resolution No. 10,272
Page 2

construction costs to construct the facilities shall be determined by the City based on and limited to unit costs and items established and revised from time to time by the Public Works Director.

5. A person who provides master planned facilities containing supplemental capacity, as provided in Section 27-79.1 of the Oxnard City Code, will be eligible for reimbursement based on the cost of the facilities used in calculating the facility fees in effect at the time of related map recordation; provided, however, that if the development is subject to a development agreement limiting or freezing facility fees, the person will be eligible for reimbursement based on the cost of the facilities used in calculating the facility fees in effect at the time of the development agreement, or as otherwise provided in the development agreement.

6. The person who provided the master planned facilities for which the credit was earned may use such credits to offset the amount of the facilities fees required to be paid by such person when such person receives a building permit. The credit may be used to offset facilities fees up to the full amount of each fee on parcels for which building permits are received by such person, but only with the project for which the facilities were provided, until the credits are exhausted.

7. If the master planned facilities were paid for from the proceeds of a special financing district formed after the date of adoption of Resolution No. 9797, September 19, 1989, such as an Assessment District or a Community Facilities District, then reimbursements or credits will be made pursuant to Resolution No. 9797 as follows:

(a) Any reimbursement will be paid to the bond redemption fund.

(b) Any in-lieu of fee credit will be granted to the properties which are assessed or taxed through the special financing district and will be applied only to future fees for those properties.

8. Whenever facilities fees are paid by others than the person with the credit for that subdivision, the City shall pay to such person with the credit the amount of the facilities fees paid until the credit is exhausted.

9. Any credit in lieu of payment of facilities fees or payment by the City pursuant to paragraph seven, shall apply only to each specific type of infrastructure fee, so that the cost of one type of conditioned infrastructure shall not be accepted as credit in lieu of payment of the fee for another type of infrastructure. For example, the cost of wastewater conveyance facilities shall be credited only to future wastewater conveyance facility fees, and not to wastewater treatment, water, drainage, or traffic circulation facilities fees.

10. If a person sells all the remaining undeveloped parcels of a subdivision for which that person earned a credit, such person may assign those credits to the buyer of the parcels by providing to the Public Works Director a written notice of the assignment at the time the sale is completed.

11. Any person required to construct master planned facilities shall be reimbursed by the City for the actual engineering and construction costs in excess of the estimated facilities fees, as described above. The City shall usually spread reimbursements over a period of one to ten years, with each annual disbursement being limited to the greater of twenty thousand dollars (\$20,000) or ten per cent (10%) of the original reimbursement amount. The City will pay interest on outstanding balances during a fiscal year at a rate determined by the Finance and Management Services Director based on the average for the fiscal year of the rates paid by the Local Agency Investment Fund.

12. When a person is required to provide supplement capacity in non-master planned facilities as part of the subdivision conditioning process, the City shall enter into an agreement with such person to provide reimbursement pursuant to Section 27-79.1 of the Oxnard City Code.

13. No credit or reimbursement shall be made unless a written request therefore is made to the Director of Public Works.

14. This resolution shall become effective on December 23, 1991.

15. Any person who owned a parcel on June 7, 1988, within a subdivision with a final map recorded on or before June 7, 1988, shall retain any credits in the amount that would have been assigned to the parcel under the policy in effect prior to June 7, 1988. After June 7, 1988, if such parcel is sold, the credit shall be retained by the owner as of June 7, 1988.

Resolution No. 10,272
Page 4

16. Resolution No. 9666, adopted March 28, 1989, is hereby repealed effective on the date this resolution becomes effective.

PASSED AND ADOPTED this 8th day of October, 1991, by the following vote:

AYES: Councilmembers Takasugi, Furr, Lopez, Maron

NOES: None

ABSENT: None

ABSTAIN: Councilman Plisky


NAO TAKASUGI, MAYOR

ATTEST:


NAO PLISKY, CITY CLERK

APPROVED AS TO FORM:


GARY L. GILLIG, CITY ATTORNEY

Exhibit D

Reimbursement Policy Statement



Development Services Department Master Planned Improvement Reimbursement Policy

DATE: July 6, 2010 (Updated 3/15/2017)
TO: Development Community
FROM: Development Services Manager
City of Oxnard
SUBJECT: Policy Concerning Requests for Credit In-Lieu of Payment for Facilities Fees and Reimbursement for Construction of Planned Facilities for Drainage, Wastewater, Traffic Circulation and Water Systems under City Resolution 10,272

I. BACKGROUND:

New development within the City results in the need to provide new or upgraded infrastructure (Wastewater, Water, Storm Drain, and Traffic) to provide the necessary capacity to serve these new developments. The City has prepared Citywide Master Plans for the Oxnard Wastewater, Water and Storm Drain systems that forecast the necessary "master-planned" improvements and associated costs to serve new development. The City has run computer traffic models and prepared cost estimates of the traffic improvements needed to mitigate the traffic impacts of new development. Based on these cost estimates, the City Council has determined the average cost impact of various types of new development on the City's infrastructure and implemented corresponding infrastructure impact fees to offset these impacts. These impact fees are imposed on new developments at the time building permits are issued. These fees are kept in separate accounts to be used to construct corresponding master-planned facilities.

Projects are sometimes conditioned to construct infrastructure improvements that are necessary to provide capacity to serve that project. If these conditioned improvements are determined to be master-planned improvements, the developer that constructed them is eligible to receive credits ("Fee Credits") for the construction costs that can be used to offset the corresponding impact fee. If the cost of the improvements exceeds the impact fees for full build-out of the project, then the developer is eligible to receive reimbursement ("Excess Reimbursement") for the excess costs.

II. POLICY:

The City Council of the City of Oxnard enacted Resolution ("Resolution") 10,272 to establish

guidelines for implementation of the Fee Credit and Excess Reimbursement processes. The resolution states the following general guidelines:

- a) Fee Credits in lieu of payment of facilities fees and Excess Reimbursements shall be made available to developer constructing the master-planned facilities.
- b) The reimbursable engineering and construction costs to construct the master-planned facilities shall be determined by the City based on, and limited to, unit costs and items established and revised from time to time by the City.
- c) Fee Credits can only be used for building permits within the project for which the master-planned facilities were provided.
- d) Fee Credits in lieu of payment can only be used for the specific type of infrastructure fee for which a credit was received. (e.g. Fee Credits for master-planned water improvements can only be used to offset water conveyance fees and not against traffic impact fees)
- e) Excess Reimbursement shall be paid out at 10% per year or \$20,000 per year whichever is greater. Interest on the outstanding balance shall accrue at the rate determined by the Finance Director based on the average for the rates paid by the Local Agency Investment Fund. ("LAIF")
- f) No Fee Credit or Excess Reimbursement shall be made unless a written request is made to the City.

III. IMPLEMENTATION:

The City has determined, in accordance with resolution 10,272:

- Reimbursement unit costs shall be established based on a developer providing a minimum of 3 competitive bids that include quantities and unit prices for each item of work. (e.g. 344 LF of 6" curb at \$6.32 per LF)
- This policy statement establishes which items of work are to be considered as reimbursable. (See "Reimbursable Items of Work" below)
- It is strongly recommended that a reimbursement request preparer meet with Development Services staff prior to beginning preparation of the reimbursement submittal package to discuss the specific reimbursements and receive additional project specific advice.

- a) **SUBMITTAL CHECKLIST:** (minimum requirements – additional items may be required based on project specific issues)

- ☐ Submittal shall be in bound format with dividers and a table of contents (3-ring binders work well to allow addition/replacement of pages)
- ☐ Copies of applicable approved sheets from construction drawings with reimbursable items highlighted in various colors (e.g. curb in red, asphalt in blue, sidewalk in yellow)
- ☐ Spreadsheet with a quantity take-off for reimbursable items on a sheet-by-sheet basis (e.g. Sheet 14 of 28 - 345' of 6" curb/18" gutter) This format allows for easy checking of quantity take-off numbers
- ☐ Copies of 3 independent bid proposals for all reimbursement items. Bid proposals can be separated by construction type (e.g. paving, landscaping, or engineering) but all items

- must have 3 proposals that are signed and dated.
- ☐ Copies of design professional contracts should have a separate line item for design of the master-planned improvements
- ☐ A spreadsheet(s) comparing submitted bids (broken up by infrastructure type) with subtotals and grand totals as appropriate
- ☐ Copy of signed contract with low bidder
- ☐ Executed copies of any change orders processed during construction. Large change orders may require multiple bids.
- ☐ Proof of full payment to the contractor (and design professionals) for all work associated with reimbursement request
- ☐ Additional documentation that preparer deems helpful in processing of reimbursement request

b) **REIMBURSABLE ITEMS OF WORK:**

- Must be a master-planned improvement
- Must be permanent (transitional traffic striping or an asphalt sidewalk are temporary)
- Nothing that primarily serves a private use (e.g. a left-turn pocket on a primary arterial that serves a commercial shopping center would not be reimbursable)
- Laterals off a master-planned pipelines (including fire hydrants) are not reimbursable
- Sidewalk, curb, gutter and similar improvements shall be calculated to center of curb return when the connecting street is not also a master-planned street
- **NON-REIMBURSABLE GENERAL ITEMS** - The following items are specifically identified as not reimbursable under this program:

- i) Premiums on Bonds
- ii) As-built processing costs
- iii) Overhead/Profit
- iv) City License
- v) Field Office
- vi) Supervision
- vii) City fees

- **REIMBURSABLE ITEMS** - The following items are generally reimbursable:

a) **Water:**

- i) Pipeline
- ii) Fittings (Tees, crosses, ells)
- iii) Valves
- iv) Reducers
- v) Blowoffs, airvacs
- vi) Engineering

b) **Wastewater:**

- i) Pipeline
- ii) Manholes
- iii) Manhole ring and cover

iv) Engineering

c) ***Storm Drain:***

- i) Pipeline
- ii) Manholes
- iii) Junction Structures
- iv) Headwalls
- v) Engineering

d) ***Traffic:***

- i) Curb, curb/gutter
- ii) Sidewalk
- iii) AC/Base
- iv) Median landscaping (parkway landscaping is not eligible)
- v) Median stamped concrete
- vi) Traffic Interconnect Conduit and wire
- vii) Signage and striping
- viii) Traffic Signals
- ix) Street lighting
- x) Engineering (Civil and Traffic)
- xi) Offsite (non-frontage) right-of-way

c) **FINAL APPROVAL:**

- When a final determination is made regarding Fee Credit and Excess Reimbursement amounts, the City will issue a letter memorializing the amount of reimbursable work and the method and timetable for reimbursement.
- The following must be complete prior to issuance of a final determination letter:
 - ☐ Acceptance of improvements by the City
 - ☐ Approval of reimbursement amounts
 - ☐ Approval of "As-Built" plans for the project



REIMBURSEMENT POLICY ACKNOWLEDGEMENT

NOTICE TO DEVELOPER (Please sign and return)

Master-planned infrastructure is subject to Fee Credit or Excess Reimbursement in accordance with City Resolution 10,272 and the City's Master-Planned Improvement Reimbursement Policy ("reimbursement policy"). Developer acknowledges receiving a copy of the City reimbursement policy. Developer is specifically reminded that the reimbursement policy requires developer to obtain a minimum of 3 competitive bids with unit prices for all work for which reimbursement will be requested. Developer will be reimbursed using unit prices from the low bidder based on a quantity take-off of the reimbursable work. Items of work that are reimbursable are generally outlined in the reimbursement policy.

Public improvements are public work, as defined in Chapter 1 of part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies. Developer shall comply with all requirements of law applicable to such construction.

Read and Acknowledged:

By (Developer):

_____ (Signature) _____ (Date)

_____ (Print Name and Title)

_____ (Company) _____ (Project Planning Permit No.)

Revised 03/2017

Exhibit E

Local Preference Program for Phase 1 of Teal Club Specific Plan

(Local Buyer and Local Hire Preferences)

Local Preference Program for Phase 1 of Teal Club Specific Plan

(Local Buyer and Local Hire Preferences)

Program Intent: The City's Housing Element calls for the development of additional housing available to the City's residents and workforce who may be forced to travel long distances or live outside the community in which they work. The approval and build out of the Project will result in the development of up to 614 additional for sale housing units. The City and Developer agree that the implementation of this local preference program for the for sale housing units initially developed within the Property will help increase the availability of these new residences to persons who live or work within the City, including persons with documentation of current residency or employment within the City ("**Local Buyers**").

In addition, this local preference program will require the builders who construct the initial for-sale housing within each Planning Area within the Project (collectively, the "**Initial Builders**") to implement a methodology, subject to the City's reasonable approval, that facilitates the hiring of those local contractors, employees, and tradespeople that have a place of business located within the County of Ventura and who the Initial Builders determine have the necessary qualifications and who are selected on a competitive bid basis ("**Local Workers**").

Under the portion of this local preference program applicable to the sale of housing within the Project, the Initial Builders will be required to undertake commercially reasonable steps to market and promote the availability of for-sale housing within their Planning Area offered by such Initial Builder to Local Buyers for a priority period of a minimum of thirty (30) days prior to the initial general release of the residences within the applicable Planning Area for sale. As a result of this marketing program, the local preference housing program is intended to promote the access of Local Buyers to these new residences and to reduce the influence of out-of-area investors on housing choice and availability that would otherwise occur. Such enhancement of the availability of new housing in the City to Local Buyers is part of the City's strategy for resolving the current imbalance between jobs and housing.

Local Preference Program Requirements:

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Local Buyers. Initial 30-Day Marketing Period to Local Buyers. To the extent and so long as permitted by applicable law, Developer hereby agrees, for itself and the Initial Builders, that all new for sale residential units constructed by an Initial Builder within a Planning Area shall be marketed first to Local Buyers for a minimum period of thirty (30) days. In connection with the foregoing, each Initial Builder shall implement a marketing plan intended to accomplish the following goals and criteria:

- Advance marketing to Local Buyers, such as through local media, presentations to local groups, and other marketing efforts geared to potential Local Buyers, for a minimum of 30 days prior to the initial release of any for-sale residences constructed by such Initial Builder to the larger market. The advance marketing shall instruct potential Local Buyers how to register their names on a priority interest list.
- Maintaining an on-going interest list composed of Local Buyers (“**Local Buyer Preference List**”) who have expressed interest in the purchase of a new residence from the affected Initial Builder within its Planning Area. Each Initial Builder shall maintain a separate interest list for its Planning Area, and shall add Local Buyers who subsequently express interest to the Initial Builder in purchasing within the applicable Planning Area to the Local Buyer Preference List for that Planning Area. Each of the Initial Builders also agree to add to its Local Buyer Preference List the names of additional Local Buyers that are provided by the City of Oxnard.
- The Initial Builders will initially limit the purchase of units within their Planning Area to Local Buyers for a period of 30-days following the initial availability of for-sale units within that Planning Area (the “**Initial Local Marketing Period**”). Following this Initial Local Marketing Period for each Planning Area, any Local Buyers that could not be accommodated during the initial 30 day period due to a lack of available housing units, shall remain on the Local Buyer Preference List, and those Local Buyers, together with any other Local Buyers thereafter added to the Local Buyer Preference List, shall be informed of the projected release date of any subsequent residential phases within the Planning Area by the Initial Builder not less than 30 days before the planned release of such subsequent residential phase for purchase by the general public. Following such notification of the pending release of a new phase of homes, the Initial Builders will be required to provide those Local Buyers then on their Local Buyer Preference List a minimum of 30 days to notify that Initial Builder of their continuing interest in the purchase of a home within their Planning Area and to become financially qualified for purchase of the residential unit that the Local Buyer has selected and to confirm the Local Buyer’s documented status as a Local Buyer. Following the 30 day Initial Local Marketing Period and following the expiration of the 30 day advance notice of the release of any subsequent phase of development, any residential units that are not under contract or reserved for purchase by a Local Buyer at the end of such 30 day period shall be available for purchase by any member of the public without further restriction or priority on a first come, first served basis. Any Local Buyer on the Local Buyer Preference List who is determined to lack the necessary financial qualifications to proceed with purchase of its chosen residence will be removed from the Local Buyer Preference List upon such

determination, and the Initial Builders shall have no obligation to thereafter continue to maintain such person on the Local Buyer Preference List.

- Each Initial Builder will conduct affirmative outreach as described above to Local Buyers for the first 30 days of the Initial Local Marketing Period applicable to its Planning Area . The Initial Builders will use local marketing channels to advertise the availability of the new residences, including use of such tools as direct mail, email, online and social media ads, radio, TV, promotional events, and outreach to local real estate agents, brokers, and realtors, and other standard, local commercial marketing tools, as applicable and appropriate. The Initial Builders agree that all marketing tools used in the first 30 day Initial Local Marketing Period will be limited in scope so that they are intended to target only Local Buyers. City agrees to assist with the coordination of local outreach as well upon request, including through the Chamber of Commerce and the City's economic development efforts, and thereby amplify the reach of the local marketing efforts of the Initial Builders.
- Each Initial Builder will also host at least two events during the Initial Local Marketing Period applicable to its Planning Area in order to promote the availability of its new residences to Local Buyers.

The above requirements constitute the standard Local Buyer program requirements. Each Initial Builder within a Planning Area will have the option of either implementing this standard program or crafting an alternative program, tailored to the builder's portion of the Project, with such alternative program subject to the City's approval before issuance of the first building permit to that Initial Builder with respect to the applicable Planning Area. The City's approval shall be based upon its determination that the alternate program provides the same or a higher level of local preference as the existing program. Each Initial Builder shall also provide a copy of the proposed alternative program to the City Attorney's office of the City by mail and email. The City shall respond in writing to any such Initial Builder request for modification to the standard program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. Each Initial Builder may also apply to the City for written certification of its compliance with the Local Buyer program requirements at any point during the implementation of the Local Buyer program in order to confirm its on-going compliance, with a copy provided to the City Attorney's office of the City by mail and email. The City shall respond to any such request and confirm compliance, if applicable, within ten (10) business days after receipt of such request. Failure to respond within that ten (10) day period shall be deemed to be a confirmation of compliance. Following certification of compliance, the Initial Builder's compliance with the local preference requirements shall be conclusively deemed to be established with respect to the period covered by that certification.

Local Workers. The Initial Builders shall be further required to establish and implement a reasonable methodology, subject to the City's reasonable approval, for identifying and facilitating the use of Local Workers on the construction of their portion of the Project. The details of the initial standard program targeting Local Workers will be subject to approval by the Developer and the City prior to issuance of the first grading permit for the Property. The

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Developer shall also provide a copy of the initial program to the City Attorney's office of the City by mail and email. The City shall respond in writing to any submission by the Developer concerning the terms of the standard Local Worker program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. The Initial Builders will be required to include confirmation of compliance with the Local Worker program requirements for the prior year as a part of their annual reporting required under the Development Agreement during their construction within the Project. The Local Worker program shall include provisions intended to inform Local Workers, local contractors' associations, and other similar local organizations of tradespeople about the contracting and employment opportunities at the Project prior to the commencement of that work. Each Initial Builder shall either implement the standard program which has been preapproved by the City, or it may elect to craft an alternative Local Worker program, tailored to the Initial Builder's portion of the Project, with such alternative program subject to approval by the City before issuance of the first building permit to that Initial Builder with respect to the applicable Planning Area. Each Initial Builder shall also provide a copy of the alternative program to the City Attorney's office of the City by mail and email. The City shall respond in writing to any such Initial Builder request for modification to the standard program within ten (10) business days after receipt of such request. Failure to respond within this period shall be a deemed approval of the submitted request. The City acknowledges and agrees that, in order to constitute a qualified potential participant in the Local Worker program, any contractor wishing to participate will be required, at a minimum, to be able to satisfy the minimum insurance requirements set forth in Schedule 1 attached to this Exhibit E.

Nothing herein shall preclude the Initial Builders from taking all reasonable actions necessary to facilitate the sale of units within the Project on a timely basis as soon as they become available for purchase subject only to the requirement that such actions must not be inconsistent with the specific timing requirements of this Local Preference Program and applicable law. City and the Initial Builders acknowledge that the operation of the interest list and Local Preference Program have been structured to be compliant with and are intended to be compliant with applicable state and federal laws and such programs shall be subject thereto and to any limitations or restrictions upon such programs imposed by applicable law. The Initial Builders shall, upon request of the City from time to time, update the City on its implementation of the Local Preference Program.

City and the Initial Builders acknowledge that this Local Preference Program will accomplish four important objectives: 1) use new housing as a tool to address the current imbalance between existing jobs and local housing; 2) ensure that the increased housing generated by this development of the Property will allow Local Buyers to reduce their commuting distances, reducing the City's greenhouse gas emissions, improving local traffic and air quality, and contributing to a better quality of life for the community; 3) reduce competition from investors outside of the community in the initial offering and sales of these new residences to Local Buyers during the Initial Local Marketing Period; and 4) provide Local Workers with an enhanced opportunity to contract for and build the new residences and other improvements

contemplated for the Property, with resulting benefit to the surrounding community's economy by adding new local jobs and economic opportunities in addition to the increased housing stock.

The only party with the right to monitor and enforce this local preference program is the City and the City's sole remedy for an alleged violation of this provision shall be injunctive relief; provided that, in no event, shall any pending sale to an innocent third party purchaser be enjoined or delayed based upon a claimed violation of the Local Preference Program or any challenge to the Local Preference Program, and any remedy for a violation of the Local Preference Program or any challenge to the Local Preference Program shall impact only a future sale(s) and not any innocent third party purchaser who has previously entered into a purchase agreement for a residential unit. In any event, all damage remedies are hereby specifically waived and will not apply to the administration and enforcement of this Local Preference Program. The City and Developer acknowledge that there are no intended third party beneficiaries of this program and that Local Buyers and Local Workers shall not have any right or standing to enforce the local preference program against any Initial Builder, and that all enforcement of this program shall be limited to actions of the City. Notwithstanding anything herein that appears to be to the contrary, in no event shall a default or breach of the provisions of this Local Preference Program by one Initial Builder affect the rights or obligations of another Initial Builder and all such rights and obligations shall be separate and distinct and there shall be no cross-default between or among builders. In the event that the City determines that any Initial Builder is not in compliance with the Local Preference Program requirements applicable to that Initial Builder, it shall provide written notice of the claimed violation, identifying the alleged violation(s) with reasonable specificity. The Initial Builder receiving such notice shall then have ten (10) business days to cure such violation, unless such violation would reasonably require more than ten (10) business days to complete such cure, in which event, the Initial Builder shall have such additional time to complete its cure as reasonably necessary so long as such Initial Builder is at all times diligently pursuing the completion of that cure. If the Initial Builder remains in violation of the local preference program following expiration of the applicable cure period, then the City may thereafter bring an action to enjoin any further violation and, if successful, recover its reasonable attorneys' fees incurred in connection therewith.

Schedule 1

Subcontractor shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:

Coverage A. Statutory Benefits

Coverage B. Employers' Liability limits of not less than:

Bodily Injury by accident \$1,000,000 each
accident Bodily Injury by disease \$1,000,000 policy
limit Bodily Injury by disease \$1,000,000 each
employee

Where permitted by law, coverage must include a waiver of subrogation endorsement in favor of, and naming, Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns.

2. Commercial Auto Coverage:

Automobile Liability coverage (equivalent in coverage to ISO form CA 00 01) of not less than

\$1,000,000 combined single limit, each accident, covering all owned, hired and non-owned autos. If Subcontractor does not have any company owned vehicles, hired and non-owned auto coverage for the Subcontractor must be evidenced through a general liability policy or auto liability policy.

3. Commercial General Liability:

Commercial General Liability coverage (equivalent in coverage to ISO form CG 00 01) of not less than:

Each Occurrence Limit	\$1,000,000
Personal Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Continued on next page

The policy must include:

- a) Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- b) Products and Completed Operations coverage. Subcontractor agrees to maintain this coverage for the greater of ten (10) years following completion of its work or the longest applicable statute of limitations and the statute of repose during which any action may be filed against the primary insured or additional insured.
- c) Standard ISO CG 00 01 Contractual Liability coverage, or its equivalent, and a Separation of Insureds clause. The policy shall not contain a Cross Suits Exclusion. .
- d) The work “performed on your behalf by a subcontractor” exception to the “Damage to Your Work” exclusion (Exclusion “I” in Section I of the ISO form CG 00 01). No limitation or restriction of this exception is allowed.
- e) An additional insured endorsement (ISO form CG 20 10 and CG 20 37 or their equivalents) providing ongoing and completed operations coverage naming as additional insured Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns.
- f) If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
- g) The policies shall not exclude any losses unknown to Subcontractor prior to policy inception, regardless of whether the damage constitutes a continuing or progressive loss.
- h) Coverage must be on an occurrence form. Claims Made and Modified Occurrence forms are not acceptable.
- i) Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy
- j) There shall be no residential exclusions, tract housing exclusions, nor any of their equivalents.
- k) The CGL policy may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000. Any and all SIRs must be susceptible of being satisfied under the CGL policy through payments made by additional insureds, co-insurers, and/or insureds other than the First Named Insured.

4. Property Insurance:

Subcontractor shall maintain Special Form property insurance (commonly referred to as “all risk” or “special perils” coverage) in an amount equal to the full replacement cost of all Subcontractor’s personal property (for which it has title and/or risk of loss), during its off-Project status, in transit and while stored or worked upon away from, or on, the Project site. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. In the event that materials or any other type of personal property is acquired for the Project or delivered to the Project site, Subcontractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use, including use by

unauthorized persons. Subcontractor agrees to hold harmless Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies successors and assigns from any and all claims arising from the possession or use of such personal property and/or equipment.

Subcontractor hereby waives all rights of recovery against Lennar Corporation including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, with respect to any loss or damage, including consequential loss or damage, to the Subcontractor's property caused or occasioned by any peril or perils covered under any policy or policies of property insurance carried by the Subcontractor. Subcontractor shall cause its insurance carriers to consent to such waiver of subrogation.

5. Other Requirements:

- a) Subcontractor must ensure all sub-tier subcontractors comply with all insurance requirements outlined in this exhibit.
- b) All policies must provide thirty (30) days' notice of cancellation to the additional insured(s) in the event of cancellation or non-renewal, and ten (10) days notice of cancellation for non- payment of premium.
- c) All policies must be written by insurance companies whose rating in the most recent AM Best's Rating Guide, is not less than A (-): VII. All coverage forms must be acceptable to Contractor. Subcontractor agrees to provide a full certified copy of any policy maintained by Subcontractor to Contractor upon Contractor's request therefor.
- d) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Contractor prior to commencement of any work under this Subcontract. Such certificates of insurance shall state "All Operations" of Subcontractor performed on behalf of Contractor shall be covered by such insurance.
- e) If the Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of Subcontractor in which event the Subcontractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- f) Contractor reserves the right, but shall have no obligation, to procure the insurance, or any portion thereof, for which Subcontractor is herein responsible and which is described in this section. Contractor shall notify Subcontractor if Contractor exercises its right, whereupon Subcontractor's responsibility to carry such insurance shall cease and all the premiums and other charges associated with such insurance shall be refunded to the Contractor. Contractor further reserves the right at any time, with thirty (30) days written notice to Subcontractor, to require that Subcontractor resume the procurement and maintenance of any insurance for which Contractor has elected to procure pursuant to this subsection; in such event, the sums paid to Subcontractor by Contractor shall increase to the extent of any previously agreed and implemented reduction (as noted above) attributable to Contractor's prior assumption of the particular insurance coverages. Such refund shall be equitably pro-rated based upon Subcontractor's completed work at the time of such adjustment.
- g) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards, and, to require Subcontractor to name additional parties in interest to be Additional Insureds, and included in any required Waiver of Subrogation, Notice of Cancellation, or other endorsement.

- h) In the event that rental of equipment is undertaken to complete and/or perform the work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use, including use by unauthorized persons.
- i) Nothing in this Exhibit shall reduce Subcontractor's obligations under this Contract. Subcontractor's procurement and/or maintenance of insurance shall not be construed as a limitation of liability or as full performance of the indemnification and hold harmless provisions of this Agreement.
- j) If the Subcontractor maintains broader coverage and/or higher limits than the minimums shown above, Contractor requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Contractor.

6. Changes and Modifications:

Any modification or waiver of the insurance requirements to this Agreement, or in any addendum hereto, may only be made with the prior written consent of Contractor.

7. Certificate Holder:

All Certificates of Insurance must be addressed to:

Lennar Insurance
Compliance c/o The Jones
Agency, Inc.

224 W 35th St Ste 500 PMB 137
New York, NY 10001

Jones will send you notification of compliance and/or request for corrections



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11

DATE: April 29, 2025
TO: City Council
FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org
SUBJECT: Increase in Salary Ranges for the Plant Operations Series.

RECOMMENDATION

That the City Council adopt a resolution to increase the salary ranges for the classifications within the Plant Operations series.
(This item did not originate in Committee)

BACKGROUND

The City owns and operates a Water Resource Recovery Facility (WRRF) that is staffed 24 hours a day, 7 days a week—including weekends and holidays—ensuring continuous service and compliance with regulatory standards. In accordance with California Code of Regulations Title 23, Division 3, Chapter 26, Section 3670.1, all wastewater treatment facilities must be under the direct supervision of a certified operator with an appropriate grade and type of certification issued by the State Water Resources Control Board. Oxnard is a Grade V facility requiring a Grade III operator level to work independently in the absence of a Grade V.

Staffing shortages, largely due to a highly competitive labor market, have led to high turnover, making it increasingly difficult to meet staffing requirements. As experienced operators depart, less-experienced personnel are often required to fill their roles. While these staff members hold the minimum certifications, they often lack the operational knowledge and experience needed to handle abnormal or emergency situations effectively. Insufficient certified personnel puts the plant at risk of falling out of compliance, which could lead to permit violations, fines, and serious public health and environmental consequences.

In California, the State Water Resources Control Board (SWRCB) administers the Wastewater Operator Certification Program (WWOCP), which certifies wastewater treatment plant operators. The program offers five certification levels, from Grade I to Grade V, each with its own set of education and experience requirements.

At Oxnard's WRRF, a Grade III operator certification is required to serve as the acting supervisor in the absence of a Grade V operator. Earning a Grade III certification requires a high school diploma or equivalent, twelve educational points (one three-unit semester course completed at an accredited college or university is equal to eight educational points), and three years of full-time qualifying experience. These rigorous standards contribute to a limited pool of qualified candidates.

Although certification exams are available year-round, they can be difficult to pass—especially at higher levels like Grade III. This exam is considered moderately to highly challenging, depending on the candidate’s experience in wastewater operations. The passing rate is approximately 50%.

These strict requirements—combined with the City’s below-average salaries—often result in certified operators leaving for higher-paying opportunities with other agencies once they become eligible for promotion.

Recruitment and Retention

Over the past two years, the City has experienced the departure of twelve Plant Operators. Of these, nine were voluntary resignations not related to retirement, with an average tenure of just 1.9 years. Despite ongoing recruitment efforts, we continue to face significant challenges in sourcing and retaining qualified candidates.

Throughout this period, the City has also been unable to successfully recruit external candidates for Plant Operator Grade I-level positions and above. As a result, all higher-level vacancies have been filled through internal promotions. While this strategy has proven effective, it simultaneously creates new vacancies at the entry level, perpetuating the staffing shortfall.

Due to the difficulty in attracting applicants at the allocated levels, the City has shifted its recruitment focus to the entry-level Plant Operator Trainee classification. In recent years, we have onboarded Trainees with the intention of providing training, certification opportunities, and a clear path for advancement. However, given the current competitive job market and higher starting salaries offered by other agencies, Oxnard has increasingly become a stepping stone for employees seeking experience before moving on to more lucrative positions elsewhere.

While our preference is to hire at the Principal level, over the last two years, we’ve been unable to recruit and fill these roles with external candidates. We have been able to successfully hire eleven Plant Operator Trainees over the past two years; however, only four remain with us today—all of whom are among the most recent hires. This highlights an urgent need to implement the proposed salary adjustments before we risk losing these valuable team members to more competitive agencies.

Market Competition

Given the ongoing shortage of qualified Plant Operators, the City of Oxnard must maintain competitive salaries within the regional labor market. A review of recent recruitment and retention efforts indicates that our current compensation levels fall significantly below the market median when compared to neighboring public agencies.

To address these concerns, the City’s Human Resources Department, in conjunction with the Public Works Department, conducted a salary study comparing Oxnard’s Plant Operator salaries to those of neighboring agencies. For wastewater salary benchmarking, the City traditionally compares itself to the following agencies: the City of Ventura, City of Camarillo, City of Simi Valley, City of Thousand Oaks, and the County of Ventura.

The chart below highlights how Oxnard’s salary ranges currently fall behind those of neighboring jurisdictions and how the proposed changes will better align Oxnard with the market median of comparable public agencies. The updated percentages support our strategic goal: to offer attractive entry-level compensation that draws talent in, while providing highly competitive pay at senior levels to encourage promotion and long-term retention within the City.

In cases where certain salary ranges, such as that of the Plant Operations Shift Coordinator, already exceed the market median, we made additional adjustments to address potential salary compaction resulting from increases to lower-level

classifications. This strategic adjustment better reflects differences in experience and responsibility, promotes internal equity, supports retention of top talent, and ensures continued alignment with market standards.

Classification	Oxnard Current Maximum vs. Market Median Maximum	Oxnard Recommended Maximum vs. Market Median Maximum
Plant Operator Trainee	2.77%	9.77%
Plant Operator	-15.07%	-0.03%
Plant Operator, Senior	-7.15%	-0.53%
Plant Operator, Principal	-2.25%	8.89%
Plant Operations Shift Coordinator	5.68%	12.87%
Chief Plant Operator	6.92%	10.84%

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy by investing in appropriate staffing levels to get the job done.

FINANCIAL IMPACT

No additional appropriation is needed. The Wastewater Division has the funds budgeted and available to cover the associated personnel costs. Associated personnel costs include raising the salaries of four wastewater operators whose current salaries fall below the minimum of the new salary range. The total approximate annual cost is \$8,908.10.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Megan Ferguson, Admin Services Admin./Supervisor

ATTACHMENTS

1. Wastewater Plant Operators Salary Resolution.v2

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,801 AUTHORIZING AND APPROVING CLASSIFICATION AND
SALARY SCHEDULES PURSUANT TO THE CITY OF OXNARD PERSONNEL RULES
AND REGULATIONS

WHEREAS, on June 18, 2024, the City Council adopted Resolution No. 15,801 authorizing full-time equivalent positions in the City service effective July 1, 2024; and

WHEREAS, Chapter 9, Section 9.10.1 of the City of Oxnard Personnel Rules and Regulations authorizes the Human Resources Director to determine the minimum and maximum rates of pay by giving consideration to, among other things, prevailing rates of pay for comparable work in comparable jurisdictions, current costs of living, suggestions of department heads, and the City's financial condition and policies; and,

WHEREAS, Chapter 4, Section 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing of all classes of positions in the general city service be approved by resolution of the City Council; and,

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,801 in accordance with Chapter 4, Section 4.5 of the City of Oxnard Personnel Rules and Regulations by adjusting the salary ranges for the following classifications effective April 29, 2025.

Classification Title	FLSA Status	Union Code	Compensation Frequency	Hourly (H)/Salary (S) Range
Plant Operator Trainee	NE	IUOE	Hourly	\$26.2991 - \$34.1889 (H)
Plant Operator	NE	IUOE	Hourly	\$32.1746 - \$41.8270 (H)
Plant Operator, Senior	NE	IUOE	Hourly	\$33.6539 - \$43.7500 (H)
Plant Operator, Principal	NE	IUOE	Hourly	\$37.3932 - \$52.6515 (H)
Plant Operations Shift Coordinator	NE	IUOE	Hourly	\$41.7578 - \$60.5489 (H)
Chief Plant Operator	EX	OMMA	Salary	\$96,555.26 - \$144,832.90 (S)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.12

DATE: April 29, 2025

TO: City Council

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

SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances.

RECOMMENDATION

That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of February 2025.

(This item did not originate in Committee)

BACKGROUND

California Government Code Section 41004 requires the City Treasurer to submit to the City Clerk and to file with the City's legislative body each month, a written report and accounting of all receipts, disbursements and fund balances. While City staff and the City Treasurer work together defining the format of the report, City staff is preparing this report to comply with the requirements of California Government Code Section 41004.

DISCUSSION

The Chief Financial Officer and Finance Department currently post reports to the City's public website showing a detailed accounting of all receipts (revenues), disbursements (expenses) and fund balances on a monthly basis. In addition, the Chief Financial Officer and Finance Staff maintain on the City's public website a link to an interactive financial reporting tool containing a variety of detailed reports as well as a customizable, searchable and downloadable database containing current and historical records of all revenue, expenditures, cash balances and accounts payable transactions. These reports and tools will continue to be made available to the City Council and members of the public; however, this report and accounting is also being submitted to comply with California Government Code section 41004. Finance Department staff has prepared and the Chief Financial Officer is submitting this report and accounting in compliance with California Government Code section 41004. Note that due to seasonal factors and fluctuations in the timing of inflows and outflows, cash and fund balances can change significantly from month to month. The data provided in these reports and in the online financial reporting tool are unaudited as of the time the reports were created. For audited financial reports, Council and the public should refer to the City's audited Annual Comprehensive Financial Report (ACFR). It should be noted that the revised budget amounts shown on the revenue and expense reports do not include prior year carryover for projects. This will be added when the prior fiscal year is finalized.

The attached Revenue Reports lists by fund, and by account within each fund, the fiscal year to date and monthly revenues for February 2025. The report includes the original fiscal year budget appropriation and the current revised budget as well as the amount of budget remaining and the percent of budget recognized to date. The "Encumbrances" column does not apply to revenues. This report is generated by the City's ERP financial system which recognizes revenue entries as a credit per accounting standards, which is why they appear on the report preceded by a "minus" symbol.

The attached Expense Report lists by fund, and by object code (i.e., expense category) within each fund, the monthly and fiscal year to date expenditures for February 2025. A list of the City's object codes can be found in the Online Financial Reporting Tool on the City's website at the following link: [chart of accounts](#). As with the Revenue Report, this report also

includes the current year's adopted budget and current revised budget as well as amounts that have been encumbered (committed) against a particular expense object, the amount of budget remaining for the year, and the percent of budget used to date.

The attached Balance Sheet Report lists by fund, and where applicable, by sub-fund, the total assets, liabilities (if any) and fund balance as of the end of each month once all accounting entries for that month have been posted. This report includes the current balance for each account type (asset, liability, fund balance) as well as the change from the prior month. Following the accounting standard of assets = liabilities + equity (equity = fund balance for a city), the normal account balance dictates the sign of the entry: assets are debits (+), liabilities are credits (-), and fund balance either debit or credit with (-) indicating a positive fund balance and (+) indicating a negative fund balance.

The monthly unaudited financial reports can be found in the City's website scrolling down to the Monthly Financial Report section after opening the following link: [Financial Reporting](#).

The monthly unaudited financial reports are also reported in the City's transparency portal, in the following link: [Monthly Financial Data](#).

Finance Department staff has also prepared the following summary of the year to date data as of February 28, 2025 for the General Fund, Enterprise Funds and All Funds.

Report as to	Feb 28, 2025	Unaudited financial report 0.67%		
Fund	General Fund			
Current Year Elapsed		2024-25 Revised Budget	FY 2024-25 up to Feb 28, 2025	Actual vs Budget %
Revenues				
Taxes				
Property Taxes	73,192,896	38,443,731	52.5%	
Sales Tax	112,516,932	63,583,079	56.5%	
Transient Occupancy Tax	5,735,004	2,832,382	49.4%	
Franchise Tax	4,767,996	702,533	14.7%	
Buisness License Tax	6,969,996	5,290,957	75.9%	
Other Taxes	1,500,000	785,286	52.4%	
License and Permits	2,932,200	1,898,593	64.7%	
Special revenues	2,728,788	1,664,240	61.0%	
Fees and Charges	7,714,380	4,401,260	57.1%	
Recreation Revenues	278,016	205,246	73.8%	
Investment Income	2,509,860	3,201,121	127.5%	
Miscellaneous	5,402,604	5,892,177	109.1%	
Total Revenues	226,248,672	128,900,605	57.0%	
Expenditures				
General Government	19,212,084	10,888,130	56.7%	
Police	76,259,160	48,300,061	63.3%	
Fire	36,289,452	23,434,035	64.6%	
Public Works	25,332,408	12,945,392	51.1%	
Community Development	13,382,088	6,149,293	46.0%	
Culture, Leisure and Library Services	16,270,008	9,705,563	59.7%	
Housing	5,257,260	3,312,143	63.0%	
Non Departmental	26,954,040	1,315,500	4.9%	
Total Expenditures	218,956,500	116,050,117	53.0%	
Excess of Revenue Over/(Under) Expenditures	7,292,172	12,850,488	176.2%	
Other Financing Sources				
Net transfers	(22,643,844)	(13,201,263)	58.3%	
Total Other Financing Sources	(22,643,844)	(13,201,263)	58.3%	
Net Change in Fund Balance	(15,351,672)	(350,775)	2.3%	

Report as to Feb 28, 2025
Fund General Fund
Current Year Elapsed

Unaudited financial report			
			0.67%
	2024-25 Revised Budget	FY 2024-25 up to Feb 28, 2025	Actual vs Budget %
Revenues			
Taxes			
Property Taxes	73,192,896	38,443,731	52.5%
Sales Tax	112,516,932	63,583,079	56.5%
Transient Occupancy Tax	5,735,004	2,832,382	49.4%
Franchise Tax	4,767,996	702,533	14.7%
Buisness License Tax	6,969,996	5,290,957	75.9%
Other Taxes	1,500,000	785,286	52.4%
License and Permits	2,932,200	1,898,593	64.7%
Special revenues	2,728,788	1,664,240	61.0%
Fees and Charges	7,714,380	4,401,260	57.1%
Recreation Revenues	278,016	205,246	73.8%
Investment Income	2,509,860	3,201,121	127.5%
Miscellaneous	5,402,604	5,892,177	109.1%
Total Revenues	226,248,672	128,900,605	57.0%
Expenditures			
Employment	170,075,016	97,729,350	57.5%
Supplies	5,394,720	2,478,951	46.0%
Services	26,844,672	10,950,112	40.8%
Utilities and Energy	5,729,820	3,230,809	56.4%
Maintenance	734,484	178,449	24.3%
Capital Expenditures	1,230,744	51,337	4.2%
Financing	8,947,044	1,431,109	16.0%
Total Expenditures	218,956,500	116,050,117	53.0%
Excess of Revenue Over/(Under) Expenditures	7,292,172	12,850,488	176.2%
Other Financing Sources			
Net transfers	(22,643,844)	(13,201,263)	58.3%
Total Other Financing Sources	(22,643,844)	(13,201,263)	58.3%
Net Change in Fund Balance	(15,351,672)	(350,775)	2.3%

Report as to Feb 28, 2025
Fund Enterprise Funds
Current Year Elapsed

Unaudited financial report			
			0.67%
	2024-25 Revised Budget	FY 2024-25 up to Feb 28, 2025	Actual vs Budget %
Revenues			
Fees and Charges	1,378,452	1,052,382	76.3%
Recreation Revenues	6,500,004	4,444,898	68.4%
Utilities	169,462,092	108,820,589	64.2%
Investment Income	4,538,724	1,096,930	24.2%
Miscellaneous	85,609,944	971,859	1.1%
Total Revenues	267,489,216	116,386,658	43.5%
Expenditures			
Employment	51,118,368	31,469,056	61.6%
Supplies	9,323,028	5,061,874	54.3%
Services	105,621,312	24,998,781	23.7%
Utilities and energy	49,223,040	27,638,981	56.2%
Maintenance	750,048	208,957	27.9%
Capital expenditures	85,201,716	1,421,420	1.7%
Financing	32,148,384	8,518,757	26.5%
Insurance	126,000	26,034	20.7%
Total Expenditures	333,511,896	99,343,860	29.8%
Excess of Revenue Over/(Under) Expenditures	(66,022,680)	17,042,798	-25.8%
Other Financing Sources			
Net transfers	(28,843,860)	(12,233,593)	42.4%
Total Other Financing Sources	(28,843,860)	(12,233,593)	42.4%
Net Change in Fund Balance	(94,866,540)	4,809,205	-5.1%

Report as to Feb 28, 2025
Fund All Funds
Current Year Elapsed

Unaudited financial report			0.67%
2024-25 Revised Budget	FY 2024-25 up to Feb 28, 2025	Actual vs Budget %	
Revenues			
Taxes			
Property Taxes	91,092,228	48,776,685	53.5%
Sales Tax	131,798,520	73,389,994	55.7%
Transient Occupancy Tax	5,735,004	2,832,382	49.4%
Franchise Tax	5,127,996	775,391	15.1%
Buisness License Tax	6,969,996	5,318,952	76.3%
Other Taxes	1,500,000	785,286	52.4%
License and Permits	7,891,980	4,254,913	53.9%
Special revenues	14,139,444	8,487,021	60.0%
Fees and Charges	9,892,464	6,289,858	63.6%
Recreation Revenues	6,778,008	4,650,143	68.6%
Utilities	169,462,092	108,820,589	64.2%
Special Assessments	14,243,964	7,350,288	51.6%
Grant revenue	199,454,100	11,257,843	5.6%
Investment Income	10,343,772	5,927,801	57.3%
Miscellaneous	91,798,128	6,995,358	7.6%
Total Revenues	766,227,696	295,912,504	38.6%
Expenditures			
Employment	280,165,068	159,197,704	56.8%
Supplies	22,889,364	9,926,775	43.4%
Services	373,165,428	72,922,863	19.5%
Utilities and energy	62,624,676	35,186,464	56.2%
Maintenance	5,390,736	1,177,192	21.8%
Capitla expenditures	155,238,156	3,484,794	2.2%
Financing	61,291,560	17,250,858	28.1%
Insurance	19,002,696	11,711,876	61.6%
Total Expenditures	979,767,684	310,858,526	31.7%
Excess of Revenue Over/(Under) Expenditures	(213,539,988)	(14,946,022)	7.0%
Other Financing Sources			
Net transfers	(7,047,012)	6,556,289	-93.0%
Total Other Financing Sources	(7,047,012)	6,556,289	-93.0%
Net Change in Fund Balance	(220,587,000)	(8,389,733)	3.8%

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: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. FY2024-25 Revenue for February 2025
2. FY2024-25 Expense for February 2025
3. FY 2024-25 Fund Balance for February 2025

YEAR-TO-DATE BUDGET REPORT
REVENUE - FEBRUARY 2025

FOR 2025 08

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND									
1011001	40100	PROPERTY-CURRENT SEC	-38,743,622	-38,743,622	-21,818,109.93	.00	.00	-16,925,512.07	56.3%
1011001	40120	PROPERTY-CURRENT UNS	-1,334,661	-1,334,661	-778,614.42	.00	.00	-556,046.58	58.3%
1011001	40130	PROPERTY-DELIQ UNSE	-42,000	-42,000	-47,064.80	-47,064.80	.00	5,064.80	112.1%
1011001	40140	SUPPLEMENTAL ROLL TA	-563,769	-563,769	.00	.00	.00	-563,769.00	.0%
1011001	40170	RESIDUAL DISTRIB TO	-6,199,000	-6,199,000	-2,681,657.53	.00	.00	-3,517,342.47	43.3%
1011001	40180	INTEREST, PENALTIES	-256,083	-256,083	-145,955.93	-13,000.23	.00	-110,127.07	57.0%
1011001	40190	PROP TAX-IN LIEU OF	-25,152,433	-25,152,433	-12,689,465.91	.00	.00	-12,462,967.09	50.5%
1011001	40195	PROPERTY TRANSFER TA	-480,000	-480,000	-282,863.03	-20,617.01	.00	-197,136.97	58.9%
1011001	40200	SALES TAX REVENUE	-55,716,933	-55,716,933	-34,017,008.60	-6,821,728.94	.00	-21,699,924.40	61.1%
1011001	40210	SALES TAX - MEASURE	-57,885,198	-57,885,198	-29,566,071.05	-6,592,042.35	.00	-28,319,126.95	51.1%
1011001	40300	TRANSIENT OCCUPANCY	-5,810,000	-5,810,000	-2,832,381.70	-214,205.67	.00	-2,977,618.30	48.8%
1011001	40400	FRANCHISE FEES	-4,768,000	-4,768,000	-702,533.22	-329,875.06	.00	-4,065,466.78	14.7%
1011001	40500	BUSINESS LICENSE FEE	-6,970,000	-6,970,000	-5,290,956.24	-572,004.34	.00	-1,679,043.76	75.9%
1011001	40600	CANNABIS TAX REVENUE	-1,100,000	-1,100,000	-785,286.77	-300,135.53	.00	-314,713.23	71.4%
1011001	41400	CANNABIS PERMIT FEES	-11,610	-11,610	-10,030.00	-1,455.00	.00	-1,580.00	86.4%
1011001	41500	OTHER LICENSE & PERM	-340,770	-340,770	-197,878.23	-21,267.07	.00	-142,891.77	58.1%
1011001	42400	HOMEOWNER PROP TAX R	-238,378	-238,378	-33,496.02	-33,496.02	.00	-204,881.98	14.1%
1011001	42410	STATE MANDATE COST R	-222,472	-222,472	-87,493.52	.00	.00	-134,978.48	39.3%
1011001	42430	PUBLIC SAFETY AUGMEN	-2,005,500	-2,005,500	-1,105,717.04	.00	.00	-899,782.96	55.1%
1011001	42440	PAYMENT IN LIEU OF P	-22,735	-22,735	-22,735.00	.00	.00	.00	100.0%
1011001	42450	VEHICLE LICENSE FEES	0	0	-318,020.65	.00	.00	318,020.65	100.0%
1011001	43060	MISC PLANNING FEES	-3,960	-3,960	-2,098.65	-393.25	.00	-1,861.35	53.0%
1011001	43230	COURT FINES - NON-TR	-262,610	-262,610	-75,820.07	.00	.00	-186,789.93	28.9%
1011001	43264	WITNESS FEE	0	0	-5,610.00	.00	.00	5,610.00	100.0%
1011001	43300	RENTAL REVENUE (SHOR	-60,000	-60,000	-9,851.44	-1,231.43	.00	-50,148.56	16.4%
1011001	43400	DAMAGE REIMBURSEMENT	-5,600	-5,600	-2,560.22	-487.79	.00	-3,039.78	45.7%
1011001	47000	MISCELLANEOUS REVENU	-135,532	-285,532	-44,754.78	.00	.00	-240,777.22	15.7%
1011001	47000	T0022 MISCELLANEOUS R	0	0	-124,701.35	.00	.00	124,701.35	100.0%
1011001	47000	T0190 MISCELLANEOUS R	0	0	-2,373,737.36	-277,777.78	.00	2,373,737.36	100.0%
1011001	47100	INTEREST INC- INVEST	-2,819,380	-2,819,380	-2,287,175.46	-364,908.34	.00	-532,204.54	81.1%
1011001	47100	T0190 INTEREST INC- I	0	0	-16,082.90	.00	.00	16,082.90	100.0%
1011001	47101	INTEREST INC-VCIP	0	0	-370,072.12	.00	.00	370,072.12	100.0%
1011001	47110	OTHER INTEREST INCOM	-1,000	-1,000	-322,573.19	.00	.00	321,573.19*****%	
1011001	47120	GAIN/LOSS ON SALE OF	-3,000	-3,000	-200,067.00	.00	.00	197,067.00	6668.9%
1011001	47300	T0162 DONATIONS AND C	0	0	-172,502.45	-20,278.20	.00	172,502.45	100.0%
1011001	47700	OTHER REIMBURSEMENTS	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
1011001	47800	SALES OF ASSETS	-156,258	-156,258	-58,023.77	-2,034.00	.00	-98,234.23	37.1%
1011001	49020	TRANSFER IN - INTRA	-503,518	0	.00	.00	.00	.00	.0%
1011001	49200	INDIRECT COST REIMB	-8,136,766	-8,136,766	-5,535,033.80	-522,795.82	.00	-2,601,732.20	68.0%
1011302	47000	T0152 MISCELLANEOUS R	0	0	600.00	.00	.00	-600.00	100.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE - FEBRUARY 2025

FOR 2025 08

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1011401	47000	MISCELLANEOUS REVENU	-5,500	-5,500	-3,200.00	-3,200.00	.00	-2,300.00	58.2%
1011501	47110	OTHER INTEREST INCOM	-1,433	-1,433	-5,150.00	-1,884.23	.00	3,717.00	359.4%
1011501	47700	OTHER REIMBURSEMENTS	-1,020	-1,020	-3,701.37	-2,123.30	.00	2,681.37	362.9%
1011501	49000	TRANSFERS IN (LABOR)	-10,404	-10,404	.00	.00	.00	-10,404.00	.0%
1011601	47000	MISCELLANEOUS REVENU	-26,000	-26,000	-14,113.47	-219.36	.00	-11,886.53	54.3%
1011611	47000	MISCELLANEOUS REVENU	0	0	-29,633.39	.00	.00	29,633.39	100.0%
1011621	43260	MISCELLANEOUS FEES	-14,000	-14,000	-20,634.04	-2,781.04	.00	6,634.04	147.4%
1011621	47910	REVENUES IN SUSPENSE	0	0	9,934.53	-10,631.28	.00	-9,934.53	100.0%
1011701	47000	MISCELLANEOUS REVENU	0	0	-10.90	-5.45	.00	10.90	100.0%
1012111	41500	OTHER LICENSE & PERM	-82,885	-82,885	-148,036.00	-2,000.00	.00	65,151.00	178.6%
1012111	42420	B2302 POST POLICE OFF	-76,800	-96,777	-96,777.58	.00	.00	.58	100.0%
1012111	43000	FALSE ALARM FINE	-289,912	-289,912	-136,994.00	.00	.00	-152,918.00	47.3%
1012111	43210	PARKING FINES	-1,780,006	-1,780,006	-799,159.08	-72,529.75	.00	-980,846.92	44.9%
1012111	47000	MISCELLANEOUS REVENU	-5,100	-5,100	.00	.00	.00	-5,100.00	.0%
1012111	47700	OTHER REIMBURSEMENTS	-1,473,956	-1,473,956	-473,089.84	-41,857.39	.00	-1,000,866.16	32.1%
1012113	43250	MISCELLANEOUS FINES	-51,400	-51,400	-43,468.29	124.00	.00	-7,931.71	84.6%
1012121	47700	OTHER REIMBURSEMENTS	-128,256	-128,256	-32,096.72	-12,397.00	.00	-96,159.28	25.0%
1012121	47800	SALES OF ASSETS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012131	43260	MISCELLANEOUS FEES	-384,749	-384,749	-382,838.19	-37,472.00	.00	-1,910.81	99.5%
1012131	47000	MISCELLANEOUS REVENU	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1012501	47700	OTHER REIMBURSEMENTS	-1,345,000	-1,245,000	-1,415.85	.00	.00	-1,243,584.15	.1%
1012501	47700	B2501 OTHER REIMBURSE	0	-100,000	-25,000.00	.00	.00	-75,000.00	25.0%
1012501	47700	T0048 OTHER REIMBURSE	0	0	-2,443,702.75	.00	.00	2,443,702.75	100.0%
1012501	49025	TRANSFERS IN - INTER	0	-353,518	.00	.00	.00	-353,518.00	.0%
1012511	41100	FIRE INSPECTION FEES	-300,000	-300,000	-335,045.43	-29,499.55	.00	35,045.43	111.7%
1012511	41500	OTHER LICENSE & PERM	-200,000	-200,000	-179,833.30	-330.00	.00	-20,166.70	89.9%
1012511	43000	FALSE ALARM FINE	0	0	-52,697.94	-34,948.58	.00	52,697.94	100.0%
1012511	47700	OTHER REIMBURSEMENTS	0	0	-750.70	.00	.00	750.70	100.0%
1013101	49000	TRANSFERS IN (LABOR)	-1,144,328	-1,144,328	.00	.00	.00	-1,144,328.00	.0%
1013101	49000	C1702 TRANSFERS IN (L	0	0	-21,135.91	.00	.00	21,135.91	100.0%
1013101	49000	C1703 TRANSFERS IN (L	0	0	-17,456.13	.00	.00	17,456.13	100.0%
1013101	49000	C1809 TRANSFERS IN (L	0	0	-40,781.85	.00	.00	40,781.85	100.0%
1013101	49000	C1901 TRANSFERS IN (L	0	0	-28,222.77	.00	.00	28,222.77	100.0%
1013101	49000	C2005 TRANSFERS IN (L	0	0	-1,480.18	.00	.00	1,480.18	100.0%
1013101	49000	C2021 TRANSFERS IN (L	0	0	-21,465.40	.00	.00	21,465.40	100.0%
1013101	49000	C2023 TRANSFERS IN (L	0	0	-38,832.74	.00	.00	38,832.74	100.0%
1013101	49000	C2026 TRANSFERS IN (L	0	0	-708.01	.00	.00	708.01	100.0%
1013101	49000	C2027 TRANSFERS IN (L	0	0	-573.14	.00	.00	573.14	100.0%
1013101	49000	C2040 TRANSFERS IN (L	0	0	-1,148.16	.00	.00	1,148.16	100.0%
1013101	49000	C2101 TRANSFERS IN (L	0	0	-89.08	.00	.00	89.08	100.0%
1013101	49000	C2102 TRANSFERS IN (L	0	0	-115,116.17	.00	.00	115,116.17	100.0%
1013101	49000	C2104 TRANSFERS IN (L	0	0	-6,378.21	.00	.00	6,378.21	100.0%
1013101	49000	C2115 TRANSFERS IN (L	0	0	-15,420.80	.00	.00	15,420.80	100.0%
1013101	49000	C2124 TRANSFERS IN (L	0	0	-397.40	.00	.00	397.40	100.0%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1013101	49000	C2205 TRANSFERS IN (L	0	0	-90,390.16	.00	.00	90,390.16	100.0%
1013101	49000	C2209 TRANSFERS IN (L	0	0	-122,194.98	.00	.00	122,194.98	100.0%
1013101	49000	C2211 TRANSFERS IN (L	0	0	-2,675.44	.00	.00	2,675.44	100.0%
1013101	49000	C2212 TRANSFERS IN (L	0	0	-46,280.36	.00	.00	46,280.36	100.0%
1013101	49000	C2215 TRANSFERS IN (L	0	0	-15,023.53	.00	.00	15,023.53	100.0%
1013101	49000	C2216 TRANSFERS IN (L	0	0	-5,692.82	.00	.00	5,692.82	100.0%
1013101	49000	C2217 TRANSFERS IN (L	0	0	-305.10	.00	.00	305.10	100.0%
1013101	49000	C2218 TRANSFERS IN (L	0	0	-130.83	.00	.00	130.83	100.0%
1013101	49000	C2220 TRANSFERS IN (L	0	0	-74,725.14	.00	.00	74,725.14	100.0%
1013101	49000	C2226 TRANSFERS IN (L	0	0	-12,534.91	.00	.00	12,534.91	100.0%
1013101	49000	C2229 TRANSFERS IN (L	0	0	-404.58	.00	.00	404.58	100.0%
1013101	49000	C2231 TRANSFERS IN (L	0	0	-376.86	.00	.00	376.86	100.0%
1013101	49000	C2249 TRANSFERS IN (L	0	0	-3,448.23	.00	.00	3,448.23	100.0%
1013101	49000	C2251 TRANSFERS IN (L	0	0	-8,805.31	.00	.00	8,805.31	100.0%
1013101	49000	C2255 TRANSFERS IN (L	0	0	-30,765.87	.00	.00	30,765.87	100.0%
1013101	49000	C2305 TRANSFERS IN (L	0	0	-3,055.48	.00	.00	3,055.48	100.0%
1013101	49000	C2306 TRANSFERS IN (L	0	0	-2,060.36	.00	.00	2,060.36	100.0%
1013101	49000	C2312 TRANSFERS IN (L	0	0	-23,054.84	.00	.00	23,054.84	100.0%
1013101	49000	C2313 TRANSFERS IN (L	0	0	-1,573.39	.00	.00	1,573.39	100.0%
1013101	49000	C2553 TRANSFERS IN (L	0	0	-479.55	.00	.00	479.55	100.0%
1013101	49000	M0301 TRANSFERS IN (L	0	0	-5,362.94	.00	.00	5,362.94	100.0%
1013101	49000	M2210 TRANSFERS IN (L	0	0	-878.56	.00	.00	878.56	100.0%
1013102	43050	PLAN CHECK FEES	-53,624	-53,624	-48,734.00	-4,365.00	.00	-4,890.00	90.9%
1013102	43400	DAMAGE REIMBURSEMENT	-31,125	-31,125	-36,459.20	-257.58	.00	5,334.20	117.1%
1013102	47700	OTHER REIMBURSEMENTS	-4,500	-4,500	-2,250.00	.00	.00	-2,250.00	50.0%
1013102	49000	TRANSFERS IN (LABOR)	-66,000	-66,000	.00	.00	.00	-66,000.00	.0%
1013102	49000	C1301 TRANSFERS IN (L	0	0	-8,657.20	.00	.00	8,657.20	100.0%
1013102	49000	C1302 TRANSFERS IN (L	0	0	-1,228.52	.00	.00	1,228.52	100.0%
1013102	49000	C2416 TRANSFERS IN (L	0	0	-1,000.00	.00	.00	1,000.00	100.0%
1013102	49000	C2504 TRANSFERS IN (L	0	0	-885.30	.00	.00	885.30	100.0%
1013201	47000	T0019 MISCELLANEOUS R	0	0	-382.43	.00	.00	382.43	100.0%
1013301	43120	OTHER CONCESSIONS	-134,508	-134,508	-114,138.97	-6,108.21	.00	-20,369.03	84.9%
1013301	43130	LEASED SPACE - CELLU	-124,496	-124,496	-102,243.81	-14,703.56	.00	-22,252.19	82.1%
1013301	43210	PARKING FINES	-165	-165	.00	.00	.00	-165.00	.0%
1013301	43400	C2327 DAMAGE REIMBURS	0	-210,955	.00	.00	.00	-210,955.17	.0%
1013301	47000	MISCELLANEOUS REVENU	-55,920	-55,920	-1,575.00	-67.50	.00	-54,345.00	2.8%
1013301	49000	C2317 TRANSFERS IN (L	0	0	-30,635.21	.00	.00	30,635.21	100.0%
1013301	49020	TRANSFER IN - INTRA	-5,000	-5,000	-5,000.00	.00	.00	.00	100.0%
1013302	43400	DAMAGE REIMBURSEMENT	-2,500	-2,500	-29,261.33	-200.00	.00	26,761.33	1170.5%
1013302	47000	MISCELLANEOUS REVENU	-15,500	-15,500	-6,891.20	.00	.00	-8,608.80	44.5%
1013303	47000	MISCELLANEOUS REVENU	-10,000	-10,000	-3,505.53	-517.42	.00	-6,494.47	35.1%
1013401	43400	DAMAGE REIMBURSEMENT	-11,000	-11,000	-41,387.97	-1,798.59	.00	30,387.97	376.3%
1013401	47000	MISCELLANEOUS REVENU	0	0	-3,085.75	.00	.00	3,085.75	100.0%
1013401	47700	T0022 OTHER REIMBURSE	0	0	-4,693.27	.00	.00	4,693.27	100.0%

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1014101	41450	CANNABIS PERMIT RENE	-109,648	-109,648	-83,448.00	-13,908.00	.00	-26,200.00	76.1%
1014101	41500	OTHER LICENSE & PERM	-50,000	-50,000	-32,358.15	-3,085.72	.00	-17,641.85	64.7%
1014101	43030	GENERAL PLAN MAINTEN	-300,000	-300,000	51.28	.00	.00	-300,051.28	.0%
1014101	43030	M1404 GENERAL PLAN MA	0	0	-128,907.15	-13,047.12	.00	128,907.15	100.0%
1014101	43040	ZONING-SUB FEES STAN	-450,000	-450,000	-246,703.37	-26,135.79	.00	-203,296.63	54.8%
1014101	43060	MISC PLANNING FEES	-23,000	-23,000	-7,360.00	-580.00	.00	-15,640.00	32.0%
1014101	43260	MISCELLANEOUS FEES	-2,331	-2,331	-3,624.20	.00	.00	1,293.20	155.5%
1014101	47700	OTHER REIMBURSEMENTS	-200,000	-200,000	-43,677.97	-9,766.76	.00	-156,322.03	21.8%
1014101	49000	G2320 TRANSFERS IN (L	0	0	-16,139.34	.00	.00	16,139.34	100.0%
1014102	41000	BUILDING PERMIT FEES	-979,548	-979,548	-577,437.05	-71,992.96	.00	-402,110.95	58.9%
1014102	41001	PLUMBING PERMIT FEES	-137,969	-137,969	-64,005.62	-8,180.02	.00	-73,963.38	46.4%
1014102	41002	ELECTRICAL PERMIT FE	-160,207	-160,207	-112,399.10	-14,602.23	.00	-47,807.90	70.2%
1014102	41003	HEATING/VENT PERMIT	-80,717	-80,717	-33,934.05	-5,050.24	.00	-46,782.95	42.0%
1014102	41500	OTHER LICENSE & PERM	-201,158	-201,158	-124,187.00	-15,510.00	.00	-76,971.00	61.7%
1014102	43010	INSPECTION FEES	0	0	1,709.90	.00	.00	-1,709.90	100.0%
1014102	43011	INSPECTION FEES/TRAC	-680,000	-680,000	-260,820.50	-8,284.55	.00	-419,179.50	38.4%
1014102	43012	INSPECTION FEES/ENCR	-216,810	-216,810	-254,676.89	-62,570.30	.00	37,866.89	117.5%
1014102	43013	INSPECTOR OT REIMBUR	-40,000	-40,000	-83,445.50	-25,193.10	.00	43,445.50	208.6%
1014102	43014	INSPECTION FEES/ENER	-50,417	-50,417	-14,193.53	-1,158.00	.00	-36,223.47	28.2%
1014102	43051	PLAN CHECK FEES/BLDG	-1,200,000	-1,200,000	-622,130.99	-86,525.12	.00	-577,869.01	51.8%
1014102	43052	PLAN CHECK FEES/ENGI	-400,000	-400,000	-426,065.37	-26,454.44	.00	26,065.37	106.5%
1014102	43053	PLAN CHECK FEES/ENER	-49,280	-49,280	-10,595.53	-984.32	.00	-38,684.47	21.5%
1014102	43054	PLAN CHECK FEES/ELEC	-128,625	-128,625	-41,134.27	-3,479.40	.00	-87,490.73	32.0%
1014102	43055	PLAN CHECK FEES/MECH	-35,610	-35,610	-7,557.02	-533.74	.00	-28,052.98	21.2%
1014102	43056	PLAN CHECK FEES/PLUM	-67,650	-67,650	-13,182.89	-1,158.29	.00	-54,467.11	19.5%
1014102	43060	MISC PLANNING FEES	-3,842	-3,842	-320.18	.00	.00	-3,521.82	8.3%
1014102	43260	MISCELLANEOUS FEES	-132,000	-132,000	-85,502.81	-9,302.14	.00	-46,497.19	64.8%
1014102	47000	MISCELLANEOUS REVENU	0	0	-.02	.00	.00	.02	100.0%
1014103	43010	INSPECTION FEES	0	0	-1,113.00	.00	.00	1,113.00	100.0%
1014103	43250	MISCELLANEOUS FINES	-88,000	-88,000	-69,184.00	.00	.00	-18,816.00	78.6%
1014103	43260	MISCELLANEOUS FEES	0	0	-150.00	.00	.00	150.00	100.0%
1014103	47000	MISCELLANEOUS REVENU	0	0	-54.00	.00	.00	54.00	100.0%
1015401	43300	RENTAL REVENUE (SHOR	-2,000	-2,000	-3,004.88	.00	.00	1,004.88	150.2%
1015402	43250	MISCELLANEOUS FINES	-200	-200	-747.17	-95.50	.00	547.17	373.6%
1015402	47700	OTHER REIMBURSEMENTS	-1,200	-1,200	-2,289.54	-483.94	.00	1,089.54	190.8%
1015403	47000	MISCELLANEOUS REVENU	-2,500	-2,500	-3,083.33	-357.17	.00	583.33	123.3%
1015405	43250	MISCELLANEOUS FINES	0	0	-66.40	.00	.00	66.40	100.0%
1015405	47000	MISCELLANEOUS REVENU	-1,830	-1,830	-2,498.90	-400.96	.00	668.90	136.6%
1015405	47700	OTHER REIMBURSEMENTS	-15,600	-15,600	-9,852.06	-1,333.00	.00	-5,747.94	63.2%
1015501	43120	T0073 OTHER CONCESSIO	0	0	-855.00	.00	.00	855.00	100.0%
1015501	43300	RENTAL REVENUE (SHOR	-90,000	-90,000	-6,702.75	-108.00	.00	-83,297.25	7.4%
1015501	43300	T0061 RENTAL REVENUE	0	0	-50,770.73	-1,559.23	.00	50,770.73	100.0%
1015501	43300	T0062 RENTAL REVENUE	0	0	-16,976.25	.00	.00	16,976.25	100.0%
1015501	43300	T0078 RENTAL REVENUE	0	0	-1,120.00	.00	.00	1,120.00	100.0%

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1015501	43300	T0083 RENTAL REVENUE	0	0	-12,831.38	-5,307.21	.00	12,831.38	100.0%
1015501	43300	T0092 RENTAL REVENUE	0	0	-882.76	-66.00	.00	882.76	100.0%
1015501	43310	LEASE REVENUE (LONG	-105,948	-105,948	.00	.00	.00	-105,948.00	.0%
1015501	43310	T0078 LEASE REVENUE (	0	0	-70,635.60	-8,829.45	.00	70,635.60	100.0%
1015501	44000	YOUTH ADULT SPORTS	-20,000	-20,000	.00	.00	.00	-20,000.00	.0%
1015501	44000	T0073 YOUTH ADULT SPO	0	0	-14,802.24	-4,244.27	.00	14,802.24	100.0%
1015501	44010	RECREATION CLASS FEE	-16,800	-16,800	.00	.00	.00	-16,800.00	.0%
1015501	44010	T0075 RECREATION CLAS	0	0	-13,952.35	-2,056.64	.00	13,952.35	100.0%
1015501	44010	T0076 RECREATION CLAS	0	0	-214.20	.00	.00	214.20	100.0%
1015501	44020	SPECIAL EVENTS	-10,000	-10,000	.00	.00	.00	-10,000.00	.0%
1015501	44020	T0067 SPECIAL EVENTS	0	0	-25,157.21	.00	.00	25,157.21	100.0%
1015501	44020	T0156 SPECIAL EVENTS	0	0	-6,800.00	.00	.00	6,800.00	100.0%
1015501	44030	SEASONAL DAY CAMP	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
1015501	44030	T0080 SEASONAL DAY CA	0	0	-9,786.93	.00	.00	9,786.93	100.0%
1015501	49940	M1910 TRANSFER IN - M	-85,735	-85,735	.00	.00	.00	-85,735.00	.0%
1015502	44000	YOUTH ADULT SPORTS	-22,000	-22,000	.00	.00	.00	-22,000.00	.0%
1015502	44000	T0090 YOUTH ADULT SPO	0	0	-49,715.55	-2,432.48	.00	49,715.55	100.0%
1015502	44020	SPECIAL EVENTS	-167,912	-167,912	.00	.00	.00	-167,912.00	.0%
1015502	44020	T0068 SPECIAL EVENTS	0	0	-77,064.99	-77,064.99	.00	77,064.99	100.0%
1015502	49940	M1911 TRANSFER IN - M	-107,673	-107,673	.00	.00	.00	-107,673.00	.0%
1015503	43300	RENTAL REVENUE (SHOR	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1015503	44020	SPECIAL EVENTS	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
1015503	44020	T0063 SPECIAL EVENTS	0	0	-1,706.64	-117.21	.00	1,706.64	100.0%
1015503	44020	T0065 SPECIAL EVENTS	0	0	-1,145.00	.00	.00	1,145.00	100.0%
1015503	47000	MISCELLANEOUS REVENU	-14,000	-14,000	-8,046.00	-1,083.00	.00	-5,954.00	57.5%
1015503	47300	DONATIONS AND CONTRI	0	0	-1,500.00	-1,500.00	.00	1,500.00	100.0%
1015511	44020	SPECIAL EVENTS	-5,000	-5,000	-4,900.00	.00	.00	-100.00	98.0%
1015511	47000	MISCELLANEOUS REVENU	-6,000	-6,000	-8,804.22	-4,204.22	.00	2,804.22	146.7%
1015511	49000	TRANSFERS IN (LABOR)	-76,000	-76,000	.00	.00	.00	-76,000.00	.0%
1015511	49940	M1103 TRANSFER IN - M	-1,321,263	-1,321,263	-880,842.00	-110,105.25	.00	-440,421.00	66.7%
1018101	47000	MISCELLANEOUS REVENU	0	0	.00	3,100.00	.00	.00	.0%
1018104	43260	MISCELLANEOUS FEES	-67,813	-67,813	-57,804.56	-17,093.70	.00	-10,008.44	85.2%
1018104	47000	MISCELLANEOUS REVENU	0	0	-89.40	.00	.00	89.40	100.0%
TOTAL GENERAL FUND			-235,748,161	-235,979,093	-136,139,452.70	-17,079,415.88	.00	-99,839,640.47	57.7%
TOTAL REVENUES			-235,748,161	-235,979,093	-136,139,452.70	-17,079,415.88	.00	-99,839,640.47	
104 HALF CENT SALES TAX - MEAS 0									
1041001	40200	SALES TAX REVENUE	-19,281,587	-19,281,587	-9,806,915.32	-2,181,024.47	.00	-9,474,671.68	50.9%
1041001	47100	INTEREST INC- INVEST	-458,067	-458,067	-194,314.14	.00	.00	-263,752.86	42.4%
1041001	47110	OTHER INTEREST INCOM	0	0	-17,993.43	.00	.00	17,993.43	100.0%

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104	HALF CENT SALES TAX - MEAS O	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1041001 49500	PRINCIPAL PAYMENTS R	-1,821,057	-1,821,057	.00	.00	.00	-1,821,057.00	.0%
1041001 49510	INTEREST PAYMENTS -	-54,632	-54,632	.00	.00	.00	-54,632.00	.0%
	TOTAL HALF CENT SALES TAX - MEAS	-21,615,343	-21,615,343	-10,019,222.89	-2,181,024.47	.00	-11,596,120.11	46.4%
	TOTAL REVENUES	-21,615,343	-21,615,343	-10,019,222.89	-2,181,024.47	.00	-11,596,120.11	
114 STORM WATER MANAGEMENT FUND								
1141001 49910	TRANSFER IN - STORM	-1,727,179	-1,727,179	-892,808.58	.00	.00	-834,370.42	51.7%
1143501 46200	SPECIAL ASSMNT REV-O	-341,909	-341,909	.00	.00	.00	-341,909.00	.0%
1143501 47700	OTHER REIMBURSEMENTS	0	0	-830.00	.00	.00	830.00	100.0%
	TOTAL STORM WATER MANAGEMENT FUND	-2,069,088	-2,069,088	-893,638.58	.00	.00	-1,175,449.42	43.2%
	TOTAL REVENUES	-2,069,088	-2,069,088	-893,638.58	.00	.00	-1,175,449.42	
119 PUBLIC SAFETY RETIREMENT FUND								
1191001 40160	PUBLIC SAFETY PROPER	-17,899,327	-17,899,327	-10,332,953.32	-34,715.74	.00	-7,566,373.68	57.7%
	TOTAL PUBLIC SAFETY RETIREMENT FU	-17,899,327	-17,899,327	-10,332,953.32	-34,715.74	.00	-7,566,373.68	57.7%
	TOTAL REVENUES	-17,899,327	-17,899,327	-10,332,953.32	-34,715.74	.00	-7,566,373.68	
120 MAINT ASSMNT DIST								
20003801 47100	INTEREST INC- INVES	6,110	6,110	187.68	.00	.00	5,922.32	3.1%
20003801 49000	G2232 TRANSFERS IN (	0	0	-232.56	.00	.00	232.56	100.0%
20003801 49020	TRANSFER IN - INTRA	-3,280,226	-3,280,226	-321,598.88	.00	.00	-2,958,627.12	9.8%
20303801 46100	SPECIAL ASSMNT REV-	-80,981	-80,981	-47,082.75	.00	.00	-33,898.25	58.1%
20303801 47100	INTEREST INC- INVES	-3,932	-3,932	126.61	.00	.00	-4,058.61	-3.2%
20303801 49920	TRANSFER IN - SP. D	-1,885	-1,885	.00	.00	.00	-1,885.00	.0%
21003801 46100	SPECIAL ASSMNT REV-	-23,635	-23,635	-12,899.08	.00	.00	-10,735.92	54.6%
21003801 47100	INTEREST INC- INVES	-673	-673	-97.21	.00	.00	-575.79	14.4%
21003801 49920	TRANSFER IN - SP. D	-617	-617	.00	.00	.00	-617.00	.0%
21103801 46100	SPECIAL ASSMNT REV-	-6,990	-6,990	-3,663.57	.00	.00	-3,326.43	52.4%
21103801 47100	INTEREST INC- INVES	3	3	7.23	.00	.00	-4.23	241.0%
21103801 49920	TRANSFER IN - SP. D	-1,282	-1,282	.00	.00	.00	-1,282.00	.0%
21203801 46100	SPECIAL ASSMNT REV-	-20,267	-20,267	-11,604.08	.00	.00	-8,662.92	57.3%
21203801 47100	INTEREST INC- INVES	-793	-793	-119.37	.00	.00	-673.63	15.1%

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120	MAINT ASSMNT DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
21203801	49920 TRANSFER IN - SP. D	-599	-599	.00	.00	.00	-599.00	.0%
21303801	46100 SPECIAL ASSMNT REV-	-17,325	-17,325	-9,231.56	.00	.00	-8,093.44	53.3%
21303801	47100 INTEREST INC- INVES	-674	-674	-92.11	.00	.00	-581.89	13.7%
21303801	49920 TRANSFER IN - SP. D	-2,527	-2,527	.00	.00	.00	-2,527.00	.0%
21403801	46100 SPECIAL ASSMNT REV-	-35,548	-35,548	-19,199.36	.00	.00	-16,348.64	54.0%
21403801	47100 INTEREST INC- INVES	-1,142	-1,142	-249.32	.00	.00	-892.68	21.8%
21403801	49920 TRANSFER IN - SP. D	-3,359	-3,359	.00	.00	.00	-3,359.00	.0%
21603801	46100 SPECIAL ASSMNT REV-	-19,552	-19,552	-10,661.21	.00	.00	-8,890.79	54.5%
21603801	47100 INTEREST INC- INVES	-700	-700	84.13	.00	.00	-784.13	-12.0%
21603801	49920 TRANSFER IN - SP. D	-10,813	-10,813	.00	.00	.00	-10,813.00	.0%
22303801	46100 SPECIAL ASSMNT REV-	-5,450	-5,450	-3,082.23	.00	.00	-2,367.77	56.6%
22303801	47100 INTEREST INC- INVES	-173	-173	-82.22	.00	.00	-90.78	47.5%
22303801	49920 TRANSFER IN - SP. D	-3,039	-3,039	.00	.00	.00	-3,039.00	.0%
22403801	46100 SPECIAL ASSMNT REV-	-17,082	-17,082	-9,224.28	.00	.00	-7,857.72	54.0%
22403801	47100 INTEREST INC- INVES	-634	-634	-65.84	.00	.00	-568.16	10.4%
22403801	49920 TRANSFER IN - SP. D	-3,780	-3,780	.00	.00	.00	-3,780.00	.0%
22503801	46100 SPECIAL ASSMNT REV-	-23,516	-23,516	-13,008.77	.00	.00	-10,507.23	55.3%
22503801	47100 INTEREST INC- INVES	-728	-728	-67.78	.00	.00	-660.22	9.3%
22503801	49920 TRANSFER IN - SP. D	-636	-636	.00	.00	.00	-636.00	.0%
22703801	46100 SPECIAL ASSMNT REV-	-14,242	-14,242	-7,547.73	.00	.00	-6,694.27	53.0%
22703801	47100 INTEREST INC- INVES	-734	-734	-57.75	.00	.00	-676.25	7.9%
22703801	49920 TRANSFER IN - SP. D	-14,416	-14,416	.00	.00	.00	-14,416.00	.0%
22803801	46100 SPECIAL ASSMNT REV-	-73,556	-73,556	-39,575.20	.00	.00	-33,980.80	53.8%
22803801	47100 INTEREST INC- INVES	-3,257	-3,257	145.12	.00	.00	-3,402.12	-4.5%
22803801	49920 TRANSFER IN - SP. D	-1,870	-1,870	.00	.00	.00	-1,870.00	.0%
23003801	46100 SPECIAL ASSMNT REV-	-49,905	-49,905	-23,799.32	.00	.00	-26,105.68	47.7%
23003801	47100 INTEREST INC- INVES	-2,721	-2,721	-198.69	.00	.00	-2,522.31	7.3%
23003801	49920 TRANSFER IN - SP. D	-1,235	-1,235	.00	.00	.00	-1,235.00	.0%
23103801	46100 SPECIAL ASSMNT REV-	-102,320	-102,320	-53,794.65	.00	.00	-48,525.35	52.6%
23103801	47100 INTEREST INC- INVES	-888	-888	-323.90	.00	.00	-564.10	36.5%
23103801	49920 TRANSFER IN - SP. D	-4,274	-4,274	.00	.00	.00	-4,274.00	.0%
23203801	46100 SPECIAL ASSMNT REV-	-11,654	-11,654	-7,139.61	.00	.00	-4,514.39	61.3%
23203801	47100 INTEREST INC- INVES	-1,727	-1,727	-74.15	.00	.00	-1,652.85	4.3%
23203801	49920 TRANSFER IN - SP. D	-1,899	-1,899	.00	.00	.00	-1,899.00	.0%
23303801	46100 SPECIAL ASSMNT REV-	-70,623	-70,623	-40,225.40	.00	.00	-30,397.60	57.0%
23303801	47100 INTEREST INC- INVES	-1,834	-1,834	118.96	.00	.00	-1,952.96	-6.5%
23303801	49920 TRANSFER IN - SP. D	-1,347	-1,347	.00	.00	.00	-1,347.00	.0%
23403801	46100 SPECIAL ASSMNT REV-	-62,637	-62,637	-32,924.64	.00	.00	-29,712.36	52.6%
23403801	47100 INTEREST INC- INVES	-2,554	-2,554	19.09	.00	.00	-2,573.09	- .7%
23403801	49020 TRANSFER IN - INTRA	-3,470	-3,470	-3,470.00	.00	.00	.00	100.0%
23403801	49920 TRANSFER IN - SP. D	-3,807	-3,807	.00	.00	.00	-3,807.00	.0%
23603801	46100 SPECIAL ASSMNT REV-	-181,827	-181,827	-97,247.97	.00	.00	-84,579.03	53.5%
23603801	47100 INTEREST INC- INVES	-3,420	-3,420	132.65	.00	.00	-3,552.65	-3.9%
23603801	49920 TRANSFER IN - SP. D	-21,301	-21,301	.00	.00	.00	-21,301.00	.0%

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120	MAINT	ASSMNT	DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
23703801	46100	SPECIAL ASSMNT REV-		-77	-77	-40.00	.00	.00	-37.00	51.9%
23703801	47100	INTEREST INC- INVES		-3,720	-3,720	-956.18	.00	.00	-2,763.82	25.7%
23703801	49920	TRANSFER IN - SP. D		-29,622	-29,622	.00	.00	.00	-29,622.00	.0%
23803801	46100	SPECIAL ASSMNT REV-		-138,080	-138,080	-71,039.53	.00	.00	-67,040.47	51.4%
23803801	47100	INTEREST INC- INVES		-2,861	-2,861	184.98	.00	.00	-3,045.98	-6.5%
23803801	49920	TRANSFER IN - SP. D		-3,192	-3,192	.00	.00	.00	-3,192.00	.0%
23903801	46100	SPECIAL ASSMNT REV-		-194,170	-194,170	-137,837.71	.00	.00	-56,332.29	71.0%
23903801	47100	INTEREST INC- INVES		-4,398	-4,398	-419.64	.00	.00	-3,978.36	9.5%
23903801	49020	TRANSFER IN - INTRA		-4,988	-4,988	-4,988.00	.00	.00	.00	100.0%
23903801	49920	TRANSFER IN - SP. D		-40,854	-40,854	.00	.00	.00	-40,854.00	.0%
23913801	46100	SPECIAL ASSMNT REV-		-66,446	-66,446	.00	.00	.00	-66,446.00	.0%
23913801	47100	INTEREST INC- INVES		-1,381	-1,381	-88.79	.00	.00	-1,292.21	6.4%
23913801	49020	TRANSFER IN - INTRA		-1,812	-1,812	-1,812.00	.00	.00	.00	100.0%
23913801	49920	TRANSFER IN - SP. D		-11,982	-11,982	.00	.00	.00	-11,982.00	.0%
24003801	46100	SPECIAL ASSMNT REV-		-37,692	-37,692	-20,680.72	.00	.00	-17,011.28	54.9%
24003801	47100	INTEREST INC- INVES		-4,475	-4,475	-165.07	.00	.00	-4,309.93	3.7%
24003801	49920	TRANSFER IN - SP. D		-1,822	-1,822	.00	.00	.00	-1,822.00	.0%
24103801	46100	SPECIAL ASSMNT REV-		-26,027	-26,027	-13,771.88	.00	.00	-12,255.12	52.9%
24103801	47100	INTEREST INC- INVES		-1,777	-1,777	-46.16	.00	.00	-1,730.84	2.6%
24103801	49920	TRANSFER IN - SP. D		-650	-650	.00	.00	.00	-650.00	.0%
24203801	46100	SPECIAL ASSMNT REV-		-119,595	-119,595	-63,136.32	.00	.00	-56,458.68	52.8%
24203801	47100	INTEREST INC- INVES		-9,953	-9,953	-255.48	.00	.00	-9,697.52	2.6%
24203801	49920	TRANSFER IN - SP. D		-13,681	-13,681	.00	.00	.00	-13,681.00	.0%
24303801	46100	SPECIAL ASSMNT REV-		-131,672	-131,672	-66,277.28	.00	.00	-65,394.72	50.3%
24303801	47100	INTEREST INC- INVES		-7,017	-7,017	357.53	.00	.00	-7,374.53	-5.1%
24303801	49920	TRANSFER IN - SP. D		-2,906	-2,906	.00	.00	.00	-2,906.00	.0%
24603801	46100	SPECIAL ASSMNT REV-		-189,706	-189,706	-96,144.70	.00	.00	-93,561.30	50.7%
24603801	47100	INTEREST INC- INVES		-6,502	-6,502	881.32	.00	.00	-7,383.32	-13.6%
24603801	49920	TRANSFER IN - SP. D		-7,555	-7,555	.00	.00	.00	-7,555.00	.0%
24703801	46100	SPECIAL ASSMNT REV-		-28,594	-28,594	-15,584.80	.00	.00	-13,009.20	54.5%
24703801	47100	INTEREST INC- INVES		-3,494	-3,494	-315.58	.00	.00	-3,178.42	9.0%
24703801	49920	TRANSFER IN - SP. D		-1,152	-1,152	.00	.00	.00	-1,152.00	.0%
24903801	46100	SPECIAL ASSMNT REV-		-22,632	-22,632	-11,315.85	.00	.00	-11,316.15	50.0%
24903801	47100	INTEREST INC- INVES		1,621	1,621	293.53	.00	.00	1,327.47	18.1%
24903801	49920	TRANSFER IN - SP. D		-455	-455	.00	.00	.00	-455.00	.0%
25003801	46100	SPECIAL ASSMNT REV-		-27,658	-27,658	-16,594.56	.00	.00	-11,063.44	60.0%
25003801	47100	INTEREST INC- INVES		-682	-682	-147.40	.00	.00	-534.60	21.6%
25003801	49920	TRANSFER IN - SP. D		-17,997	-17,997	.00	.00	.00	-17,997.00	.0%
25103801	46100	SPECIAL ASSMNT REV-		-144,735	-144,735	-78,314.28	.00	.00	-66,420.72	54.1%
25103801	47100	INTEREST INC- INVES		-9,387	-9,387	180.89	.00	.00	-9,567.89	-1.9%
25103801	49920	TRANSFER IN - SP. D		-16,634	-16,634	.00	.00	.00	-16,634.00	.0%
25203801	46100	SPECIAL ASSMNT REV-		-16,961	-16,961	-9,161.15	.00	.00	-7,799.85	54.0%
25203801	47100	INTEREST INC- INVES		-6,777	-6,777	-1,068.49	.00	.00	-5,708.51	15.8%
25203801	49920	TRANSFER IN - SP. D		-2,464	-2,464	.00	.00	.00	-2,464.00	.0%

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120	MAINT ASSMNT DIST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
25303801 46100	SPECIAL ASSMNT REV-	-4,373	-4,373	-2,459.52	.00	.00	-1,913.48	56.2%
25303801 47100	INTEREST INC- INVES	-246	-246	-33.99	.00	.00	-212.01	13.8%
25303801 49920	TRANSFER IN - SP. D	-145	-145	.00	.00	.00	-145.00	.0%
25403801 46100	SPECIAL ASSMNT REV-	-28	-28	-14.84	.00	.00	-13.16	53.0%
25403801 47100	INTEREST INC- INVES	-1,557	-1,557	-683.75	.00	.00	-873.25	43.9%
25403801 49920	TRANSFER IN - SP. D	-32,402	-32,402	.00	.00	.00	-32,402.00	.0%
25503801 46100	SPECIAL ASSMNT REV-	-32,529	-32,529	-17,851.05	.00	.00	-14,677.95	54.9%
25503801 47100	INTEREST INC- INVES	-1,125	-1,125	-152.32	.00	.00	-972.68	13.5%
25503801 49920	TRANSFER IN - SP. D	-756	-756	.00	.00	.00	-756.00	.0%
25803801 46100	SPECIAL ASSMNT REV-	-19,112	-19,112	-9,801.60	.00	.00	-9,310.40	51.3%
25803801 47100	INTEREST INC- INVES	-3,908	-3,908	-317.41	.00	.00	-3,590.59	8.1%
25803801 49920	TRANSFER IN - SP. D	-15,380	-15,380	.00	.00	.00	-15,380.00	.0%
26003801 46100	SPECIAL ASSMNT REV-	-56,307	-56,307	-28,157.26	.00	.00	-28,149.74	50.0%
26003801 47100	INTEREST INC- INVES	-1,031	-1,031	58.79	.00	.00	-1,089.79	-5.7%
26003801 49920	TRANSFER IN - SP. D	-982	-982	.00	.00	.00	-982.00	.0%
30403801 46100	SPECIAL ASSMNT REV-	-39,446	-39,446	-21,803.83	.00	.00	-17,642.17	55.3%
30403801 47100	INTEREST INC- INVES	-855	-855	-318.84	.00	.00	-536.16	37.3%
30403801 49920	TRANSFER IN - SP. D	-12,037	-12,037	.00	.00	.00	-12,037.00	.0%
40103801 46100	SPECIAL ASSMNT REV-	-444,258	-444,258	-284,503.32	.00	.00	-159,754.68	64.0%
40103801 47100	INTEREST INC- INVES	-1,664	-1,664	-2,053.37	.00	.00	389.37	123.4%
40203801 46100	SPECIAL ASSMNT REV-	-47,949	-47,949	.00	.00	.00	-47,949.00	.0%
40203801 47100	INTEREST INC- INVES	1,259	1,259	460.49	.00	.00	798.51	36.6%
60203801 46400	SP.ASSMNT MELLO-ROO	-588,100	-588,100	-328,443.54	.00	.00	-259,656.46	55.8%
60203801 47100	INTEREST INC- INVES	-33,576	-33,576	-7,638.85	.00	.00	-25,937.15	22.8%
60403801 46400	SP.ASSMNT MELLO-ROO	-1,147,071	-1,147,071	-618,402.35	.00	.00	-528,668.65	53.9%
60403801 47100	INTEREST INC- INVES	-77,252	-77,252	-23,315.32	.00	.00	-53,936.68	30.2%
60503304 47000	MISCELLANEOUS REVEN	0	0	-12,802.50	-382.50	.00	12,802.50	100.0%
60503801 46400	SP.ASSMNT MELLO-ROO	-4,294,634	-4,294,634	-2,232,989.84	.00	.00	-2,061,644.16	52.0%
60503801 47100	INTEREST INC- INVES	-61,331	-61,331	-11,119.54	.00	.00	-50,211.46	18.1%
60603801 47100	INTEREST INC- INVES	0	0	-3,463.31	.00	.00	3,463.31	100.0%
60703801 46400	SP.ASSMNT MELLO-ROO	-326,766	-326,766	-.05	.00	.00	-326,765.95	.0%
60703801 47100	INTEREST INC- INVES	-7,462	-7,462	-1,364.73	.00	.00	-6,097.27	18.3%
60803801 46100	SPECIAL ASSMNT REV-	-354,047	-354,047	.00	.00	.00	-354,047.00	.0%
60803801 46400	SP.ASSMNT MELLO-ROO	-449,682	-449,682	-352,915.43	.00	.00	-96,766.57	78.5%
60903801 46000	SPECIAL ASSMNT REV-	-32,826	-32,826	-16,411.85	.00	.00	-16,414.15	50.0%
60903801 47100	INTEREST INC- INVES	-12,114	-12,114	230.61	.00	.00	-12,344.61	-1.9%
TOTAL MAINT ASSMNT DIST		-13,662,269	-13,662,269	-5,352,351.56	-382.50	.00	-8,309,917.44	39.2%
TOTAL REVENUES		-13,662,269	-13,662,269	-5,352,351.56	-382.50	.00	-8,309,917.44	
181 STATE GAS TAX FUND								
1811001 42100	GAS TAX - HUTA SEC 2	-1,790,640	-1,790,640	-1,254,422.72	-135,014.80	.00	-536,217.28	70.1%

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181	STATE GAS TAX FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1811001 42110	GAS TAX - HUTA SEC 2	-1,251,885	-1,251,885	-761,164.83	-99,694.25	.00	-490,720.17	60.8%
1811001 42120	GAS TAX - HUTA SEC 2	-792,654	-792,654	-495,379.81	-66,089.76	.00	-297,274.19	62.5%
1811001 42130	GAS TAX - HUTA SEC 2	-1,710,871	-1,710,871	-1,023,877.73	-136,169.03	.00	-686,993.27	59.8%
1811001 42140	GAS TAX - HUTA SEC 2	-10,000	-10,000	-10,000.00	.00	.00	.00	100.0%
1811001 47100	INTEREST INC- INVEST	40,255	40,255	-16,463.06	.00	.00	56,718.06	-40.9%
1811001 47110	OTHER INTEREST INCOM	0	0	-1,234.53	.00	.00	1,234.53	100.0%
1813102 49000	M2001 TRANSFERS IN (L	-50,000	-50,000	-153,927.14	.00	.00	103,927.14	307.9%
1813401 49000	M2001 TRANSFERS IN (L	-450,000	-450,000	-122,551.99	.00	.00	-327,448.01	27.2%
TOTAL STATE GAS TAX FUND		-6,015,795	-6,015,795	-3,839,021.81	-436,967.84	.00	-2,176,773.19	63.8%
TOTAL REVENUES		-6,015,795	-6,015,795	-3,839,021.81	-436,967.84	.00	-2,176,773.19	
182 TRAFFIC SAFETY FUND								
1821001 49930	TRANSFER IN - TRAFFI	-330,000	-330,000	-148,487.38	.00	.00	-181,512.62	45.0%
1823103 43220	VEHICLE CODE FINES	-210,000	-210,000	-75,820.04	.00	.00	-134,179.96	36.1%
1823103 47100	INTEREST INC- INVEST	-3,334	-3,334	982.95	.00	.00	-4,316.95	-29.5%
TOTAL TRAFFIC SAFETY FUND		-543,334	-543,334	-223,324.47	.00	.00	-320,009.53	41.1%
TOTAL REVENUES		-543,334	-543,334	-223,324.47	.00	.00	-320,009.53	
185 ROAD MAINT & REHAB ACT FUND								
1851001 42200	RMRA (SB-1) - ROAD M	-5,160,673	-5,160,673	-2,814,301.22	-498,564.16	.00	-2,346,371.78	54.5%
1851001 47100	INTEREST INC- INVEST	-74,033	-74,033	-32,829.76	.00	.00	-41,203.24	44.3%
TOTAL ROAD MAINT & REHAB ACT FUND		-5,234,706	-5,234,706	-2,847,130.98	-498,564.16	.00	-2,387,575.02	54.4%
TOTAL REVENUES		-5,234,706	-5,234,706	-2,847,130.98	-498,564.16	.00	-2,387,575.02	
191 ASSET SEIZURE FUND - FED								
1912111 47100	INTEREST INC- INVEST	-4,592	-4,592	-667.54	.00	.00	-3,924.46	14.5%
1912131 43240	ASSET SEIZURE	0	0	-36,840.96	.00	.00	36,840.96	100.0%
1912132 43240	ASSET SEIZURE	0	0	-4,850.58	.00	.00	4,850.58	100.0%
TOTAL ASSET SEIZURE FUND - FED		-4,592	-4,592	-42,359.08	.00	.00	37,767.08	922.5%
TOTAL REVENUES		-4,592	-4,592	-42,359.08	.00	.00	37,767.08	
192 ASSET SEIZURE FUND - STATE								
1922131 43240	ASSET SEIZURE	0	0	-163,351.78	.00	.00	163,351.78	100.0%

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192	ASSET SEIZURE FUND - STATE				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1922131 47100	INTEREST INC- INVEST				-4,334	-4,334	-1,826.01		.00	.00	-2,507.99 42.1%
TOTAL ASSET SEIZURE FUND - STATE					-4,334	-4,334	-165,177.79		.00	.00	160,843.79 3811.2%
TOTAL REVENUES					-4,334	-4,334	-165,177.79		.00	.00	160,843.79
200 FEDERAL GRANTS FUND											
2002131 48000 C2036	FEDERAL GRANTS				0	-299,670	.00		.00	.00	-299,670.00 .0%
2002131 48000 C2318	FEDERAL GRANTS				0	-49,671	-49,313.55		.00	.00	-357.75 99.3%
2002131 48000 C2319	FEDERAL GRANTS				0	-89,438	10,173.00		.00	.00	-99,611.00 -11.4%
2002131 48000 C2417	FEDERAL GRANTS				0	-101,522	5,766.07		.00	.00	-107,288.00 -5.7%
2002131 48000 G1801	FEDERAL GRANTS				0	-17,400	.00		.00	.00	-17,400.00 .0%
2002131 48000 G1902	FEDERAL GRANTS				0	-3,181	.00		.00	.00	-3,180.71 .0%
2002131 48000 G1903	FEDERAL GRANTS				0	-15,594	.00		.00	.00	-15,594.00 .0%
2002131 48000 G2002	FEDERAL GRANTS				0	-31,037	.00		.00	.00	-31,037.00 .0%
2002131 48000 G2003	FEDERAL GRANTS				0	-2,736	.00		.00	.00	-2,736.08 .0%
2002131 48000 G2426	FEDERAL GRANTS				0	-368,978	-105,200.79		.00	.00	-263,777.21 28.5%
2002131 48000 G2514	FEDERAL GRANTS				0	-76,914	.00		.00	.00	-76,914.00 .0%
2002501 48000 C2321	FEDERAL GRANTS				0	-51,917	-49,107.76	-49,107.76	.00	.00	-2,809.06 94.6%
2002501 48000 G2322	FEDERAL GRANTS				0	-68,819	-14,336.57		.00	.00	-54,482.26 20.8%
2002501 48000 G2323	FEDERAL GRANTS				0	-5,252	.00		.00	.00	-5,251.77 .0%
2002501 48000 G2331	FEDERAL GRANTS				0	-1,436,500	-.24	192,891.71	.00	.00	-1,436,499.80 .0%
2002501 48000 G2341	FEDERAL GRANTS				0	-10,000	-10,000.00		.00	.00	.00 100.0%
2002501 48000 G2413	FEDERAL GRANTS				0	-138,828	-33,612.07		.00	.00	-105,216.26 24.2%
2002501 48000 G2414	FEDERAL GRANTS				0	-123,177	-13,897.56		.00	.00	-109,279.22 11.3%
2002501 48000 G2415	FEDERAL GRANTS				0	-121,899	73,160.72		.00	.00	-195,060.00 -60.0%
2002501 48000 G2501	FEDERAL GRANTS				0	-41,333	.00		.00	.00	-41,333.00 .0%
2002501 48000 G2503	FEDERAL GRANTS				0	-296,679	.00		.00	.00	-296,679.35 .0%
2002501 48000 G2504	FEDERAL GRANTS				0	-311,190	.00		.00	.00	-311,190.47 .0%
2002501 48030 G2005	STATE GRANTS				0	0	.22		.00	.00	-.22 100.0%
2002501 48030 G2006	STATE GRANTS				0	-164,837	-164,837.08		.00	.00	-.29 100.0%
2002501 48030 G2007	STATE GRANTS				0	-27,578	.00		.00	.00	-27,577.77 .0%
2002501 48100 G2503	FEDERAL GRANTS-				0	-17,362	.00		.00	.00	-17,362.11 .0%
2002501 48100 G2504	FEDERAL GRANTS-				0	-15,560	.00		.00	.00	-15,559.53 .0%
2002501 49310 C2321	FEDERAL GRANTS-				0	-5,192	.00		.00	.00	-5,191.69 .0%
2002501 49310 G2007	FEDERAL GRANTS-				0	-1,379	.00		.00	.00	-1,379.05 .0%
2002501 49310 G2322	FEDERAL GRANTS-				0	-6,882	.00		.00	.00	-6,881.89 .0%
2002501 49310 G2323	FEDERAL GRANTS-				0	-525	.00		.00	.00	-525.18 .0%
2002501 49310 G2413	FEDERAL GRANTS-				0	-13,883	.00		.00	.00	-13,882.84 .0%
2002501 49310 G2414	FEDERAL GRANTS-				0	-12,318	.00		.00	.00	-12,317.69 .0%
2002501 49310 G2415	FEDERAL GRANTS-				0	-7,361	.00		.00	.00	-7,361.36 .0%
2002531 48000 G2502	FEDERAL GRANTS				0	-5,000	.00		.00	.00	-5,000.00 .0%

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200	FEDERAL GRANTS FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2003101	48000	C1306	FEDERAL GRANTS	0	0	45,759.88	.00	.00	-45,759.88	100.0%
2003101	48000	C1307	FEDERAL GRANTS	0	-132,008	445,060.19	.00	.00	-577,067.71	-337.1%
2003101	48000	C2531	FEDERAL GRANTS	-86,000	-86,000	.00	.00	.00	-86,000.00	.0%
2003102	48000	C1302	FEDERAL GRANTS	0	-866,708	-1,087.60	-1,087.60	.00	-865,620.40	.1%
2003102	48000	C1703	FEDERAL GRANTS	0	0	124,600.12	-65,947.72	.00	-124,600.12	100.0%
2003102	48000	C1801	FEDERAL GRANTS	0	-1,762,074	.00	.00	.00	-1,762,074.00	.0%
2003102	48000	C1808	FEDERAL GRANTS	0	-33,189	.00	.00	.00	-33,188.61	.0%
2003102	48000	C2416	FEDERAL GRANTS	0	-865,460	-1,000.00	-1,000.00	.00	-864,460.00	.1%
2003102	48000	C2504	FEDERAL GRANTS	-3,498,825	-3,498,825	-885.30	.00	.00	-3,497,939.70	.0%
2003301	48000	C2555	FEDERAL GRANTS	0	-349,920	.00	.00	.00	-349,920.32	.0%
2003600	48000	C2226	FEDERAL GRANTS	-500,000	-563,935	.00	.00	.00	-563,934.66	.0%
2003600	48000	C2228	FEDERAL GRANTS	0	-3,806,152	.00	.00	.00	-3,806,152.00	.0%
2003610	48000	C2029	FEDERAL GRANTS	0	-30,979	13,825.64	.00	.00	-44,804.75	-44.6%
2003610	48000	C2201	FEDERAL GRANTS	0	-212,587	339,294.41	.00	.00	-551,881.41	-159.6%
2005501	47300	G2401	DONATIONS AND C	-3,500	-3,500	-2,940.32	-196.35	.00	-559.68	84.0%
2005503	48200	G2401	FEDERAL PASS-TH	-290,100	0	.00	.00	.00	.00	.0%
TOTAL FEDERAL GRANTS FUND				-4,378,425	-16,150,948	611,421.41	75,552.28	.00	-16,762,369.80	-3.8%
TOTAL REVENUES				-4,378,425	-16,150,948	611,421.41	75,552.28	.00	-16,762,369.80	
201 CDGB FUND										
2018101	48010	FED GRANT PROGRAM IN		-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
2018101	48020	CDBG REVENUE		-2,213,917	-6,841,875	-3,957,523.82	.00	.00	-2,884,351.47	57.8%
2018105	47000	MISCELLANEOUS REVENU		0	0	-6,320.45	-461.33	.00	6,320.45	100.0%
TOTAL CDGB FUND				-2,313,917	-6,941,875	-3,963,844.27	-461.33	.00	-2,978,031.02	57.1%
TOTAL REVENUES				-2,313,917	-6,941,875	-3,963,844.27	-461.33	.00	-2,978,031.02	
202 HOME FUND										
2028101	48000	FEDERAL GRANTS		-768,867	-4,974,466	-13,484.59	624,652.94	.00	-4,960,981.24	.3%
2028105	47000	MISCELLANEOUS REVENU		0	0	-11,842.85	17,569.95	.00	11,842.85	100.0%
2028105	48010	FED GRANT PROGRAM IN		-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
TOTAL HOME FUND				-868,867	-5,074,466	-25,327.44	642,222.89	.00	-5,049,138.39	.5%
TOTAL REVENUES				-868,867	-5,074,466	-25,327.44	642,222.89	.00	-5,049,138.39	
203 EMERGENCY SHELTER FUND										
2038101	48000	FEDERAL GRANTS		-207,883	-322,565	-40,322.80	231,678.48	.00	-282,242.10	12.5%

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203	EMERGENCY SHELTER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL EMERGENCY SHELTER FUND	-207,883	-322,565	-40,322.80	231,678.48	.00	-282,242.10	12.5%
	TOTAL REVENUES	-207,883	-322,565	-40,322.80	231,678.48	.00	-282,242.10	
204 ARPA								
2041001 48000	FEDERAL GRANTS	0	-12,678,898	.00	.00	.00	-12,678,898.12	.0%
	TOTAL ARPA	0	-12,678,898	.00	.00	.00	-12,678,898.12	.0%
	TOTAL REVENUES	0	-12,678,898	.00	.00	.00	-12,678,898.12	
210 STATE & LOCAL GRANTS FUND								
2101401 48030 G2511	STATE GRANTS	0	-1,000,000	-1,000,000.00	-1,000,000.00	.00	.00	100.0%
2102111 48030 G2239	STATE GRANTS	0	-131,814	.00	.00	.00	-131,813.96	.0%
2102111 48030 G2240	STATE GRANTS	0	-6,365	.00	.00	.00	-6,364.95	.0%
2102111 49000 C2559	TRANSFERS IN (L	0	0	-43,440.80	.00	.00	43,440.80	100.0%
2102131 48030 C2269	STATE GRANTS	0	-1,603	-1,603.13	.00	.00	-.17	100.0%
2102131 48030 C2324	STATE GRANTS	0	-132,277	-132,276.83	.00	.00	-.06	100.0%
2102131 48030 C2411	STATE GRANTS	0	-150,273	.00	.00	.00	-150,272.77	.0%
2102131 48030 C2418	STATE GRANTS	0	-550,100	-550,099.50	.00	.00	.00	100.0%
2102131 48030 C2422	STATE GRANTS	0	-122,852	-122,852.00	.00	.00	.00	100.0%
2102131 48030 C2505	STATE GRANTS	0	-430,161	.00	.00	.00	-430,161.46	.0%
2102131 48030 C2558	STATE GRANTS	0	-363,717	.00	.00	.00	-363,717.00	.0%
2102131 48030 C2559	STATE GRANTS	0	-495,000	.00	.00	.00	-495,000.00	.0%
2102131 48030 C2560	STATE GRANTS	0	-104,500	.00	.00	.00	-104,500.00	.0%
2102131 48030 G1301	STATE GRANTS	0	-464,018	-634,953.09	-50,697.74	.00	170,935.37	136.8%
2102131 48030 G2001	STATE GRANTS	0	-4,261	-4,261.26	.00	.00	.43	100.0%
2102131 48030 G2107	STATE GRANTS	0	-19,600	-19,600.00	.00	.00	.14	100.0%
2102131 48030 G2108	STATE GRANTS	0	-127,178	.00	.00	.00	-127,177.90	.0%
2102131 48030 G2237	STATE GRANTS	0	-7,246	.00	.00	.00	-7,246.01	.0%
2102131 48030 G2238	STATE GRANTS	0	-20,886	.00	.00	.00	-20,886.00	.0%
2102131 48030 G2241	STATE GRANTS	0	-152,146	-4,285.60	.00	.00	-147,860.15	2.8%
2102131 48030 G2301	STATE GRANTS	0	-36,413	.00	.00	.00	-36,412.83	.0%
2102131 48030 G2319	STATE GRANTS	0	-136,565	-136,565.10	.00	.00	.00	100.0%
2102131 48030 G2421	STATE GRANTS	0	-25,664	-11,705.26	.00	.00	-13,959.23	45.6%
2102131 48030 G2427	STATE GRANTS	0	-430,646	-34,764.52	.00	.00	-395,881.33	8.1%
2102131 48030 G2428	STATE GRANTS	0	-8,358	.00	.00	.00	-8,357.74	.0%
2102131 48030 G2429	STATE GRANTS	0	-12,222	.00	.00	.00	-12,222.02	.0%
2102131 48030 G2506	STATE GRANTS	0	-75,000	.00	.00	.00	-75,000.00	.0%

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210	STATE & LOCAL GRANTS FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2102501	48030	C2421	STATE	GRANTS	0	-117,000	.00	.00	.00	-117,000.00	.0%
2102501	48030	G2424	STATE	GRANTS	0	-178,559	-178,558.96	.00	.00	.00	100.0%
2102501	48030	G2507	STATE	GRANTS	0	-1,270,000	.00	.00	.00	-1,270,000.00	.0%
2102501	48030	G2512	STATE	GRANTS	0	-684,000	.00	.00	.00	-684,000.00	.0%
2103001	48030	G2333	STATE	GRANTS	0	-27,260	22,728.57	.00	.00	-49,989.00	-83.4%
2103102	48030	C1301	STATE	GRANTS	-95,900,000	-98,770,169	27,133.98	.00	.00	-98,797,302.68	.0%
2103102	48030	C1801	STATE	GRANTS	0	-40,755	.00	.00	.00	-40,755.00	.0%
2103102	48030	C1802	STATE	GRANTS	0	0	.00	.00	.00	-.02	.0%
2103102	48030	C2005	STATE	GRANTS	0	-497,572	161,198.98	.00	.00	-658,771.43	-32.4%
2103102	48030	C2204	STATE	GRANTS	0	-650,000	113,448.15	.00	.00	-763,448.15	-17.5%
2103102	48030	C2206	STATE	GRANTS	0	-2,760,780	14,835.00	.00	.00	-2,775,615.00	-.5%
2103102	48030	C2211	STATE	GRANTS	0	-211,092	5,578.56	.00	.00	-216,671.00	-2.6%
2103102	48030	C2212	STATE	GRANTS	0	-1,479,369	76,550.61	.00	.00	-1,555,919.94	-5.2%
2103102	48030	C2415	STATE	GRANTS	-540,559	0	.00	.00	.00	.00	.0%
2103102	48030	C2501	STATE	GRANTS	-87,000	-866,000	.00	.00	.00	-866,000.00	.0%
2103102	48030	C2502	STATE	GRANTS	-1,364,850	-1,364,850	.00	.00	.00	-1,364,850.00	.0%
2103102	48030	C2503	STATE	GRANTS	-157,490	-157,490	.00	.00	.00	-157,490.00	.0%
2103102	48030	G2101	STATE	GRANTS	0	-79	.00	.00	.00	-79.11	.0%
2103301	48030	C2104	STATE	GRANTS	0	-7,113,930	-313,398.57	-74,833.00	.00	-6,800,531.28	4.4%
2103301	48030	C2220	STATE	GRANTS	0	-177,952	.00	.00	.00	-177,952.00	.0%
2103301	48030	C2317	STATE	GRANTS	0	-2,885,274	-122,162.73	-50,019.95	.00	-2,763,111.15	4.2%
2103301	48030	C2328	STATE	GRANTS	0	-3,529,632	.00	.00	.00	-3,529,632.00	.0%
2103301	48030	C2333	STATE	GRANTS	0	-7,016,829	-216,181.00	-89,969.00	.00	-6,800,648.00	3.1%
2103302	48030	G2251	STATE	GRANTS	0	-15,461	.00	.00	.00	-15,460.80	.0%
2103302	48030	M1803	STATE	GRANTS	0	-76,717	.00	.00	.00	-76,717.00	.0%
2103401	48030	C2205	STATE	GRANTS	0	-193,116	4,410.00	.00	.00	-197,526.00	-2.3%
2103401	48030	C2209	STATE	GRANTS	0	-11	52,461.18	.00	.00	-52,472.00	*****%
2103600	48030	C1101	STATE	GRANTS	0	0	58,907.65	.00	.00	-58,907.65	100.0%
2103600	48030	G2242	STATE	GRANTS	0	-1,145	.00	.00	.00	-1,145.37	.0%
2103610	48030	C2201	STATE	GRANTS	0	-2,755,000	-23,750.00	.00	.00	-2,731,250.00	.9%
2103630	48030	G2202	STATE	GRANTS	0	-3,327	.00	.00	.00	-3,326.78	.0%
2103631	48030	C2423	STATE	GRANTS	0	-519,396	-519,396.00	.00	.00	.00	100.0%
2103631	48030	G2335	STATE	GRANTS	0	-33,535	.00	.00	.00	-33,534.70	.0%
2103631	48030	G2417	STATE	GRANTS	0	-26,848	.00	.00	.00	-26,848.00	.0%
2103631	48030	G2425	STATE	GRANTS	0	-49,663	.00	.00	.00	-49,663.00	.0%
2103801	48030	G2232	STATE	GRANTS	0	-500,000	-500,000.00	.00	.00	.00	100.0%
2103801	48030	G2423	STATE	GRANTS	0	0	-17,170.00	.00	.00	17,170.00	100.0%
2104101	48030	G2320	STATE	GRANTS	0	-16,155	-16,139.34	.00	.00	-15.24	99.9%
2104104	48030	G2008	STATE	GRANTS	0	-2,960	.00	.00	.00	-2,960.29	.0%
2104104	48030	G2110	STATE	GRANTS	0	-162,438	.00	.00	.00	-162,438.00	.0%
2105501	48030	C2216	STATE	GRANTS	0	-2,021,822	-426,774.24	-81,773.00	.00	-1,595,048.23	21.1%
2105502	48000	FEDERAL	GRANTS		-4,590,000	0	.00	.00	.00	.00	.0%
2105502	48000	G2422	FEDERAL	GRANTS	0	-4,590,000	-1,664,322.76	-483,068.62	.00	-2,925,677.24	36.3%
2105503	48000	G2419	FEDERAL	GRANTS	-31,471	-75,034	-6,409.74	.00	.00	-68,623.94	8.5%

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210	STATE & LOCAL GRANTS FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
2105503	48000	G2420	FEDERAL GRANTS	-29,087	-29,087	.00	.00	.00	-29,087.00	.0%
2105503	48030	C2320	STATE GRANTS	0	-18,107	-17,792.02	.00	.00	-315.31	98.3%
2105503	49310	G2420	FEDERAL GRANTS-	0	-7,695	.00	.00	.00	-7,694.75	.0%
2105511	48000	G1601	FEDERAL GRANTS	-1,116,272	-2,267,444	-1,112,810.00	-222,562.00	.00	-1,154,633.96	49.1%
2105511	48000	G2315	FEDERAL GRANTS	-1,109,349	0	.00	.00	.00	.00	.0%
2108101	47700	G1504	OTHER REIMBURSE	0	-140,831	-39,900.00	.00	.00	-100,930.96	28.3%
2108101	48010	G1502	FED GRANT PROGR	-60,000	-240,000	-75,100.00	-37,000.00	.00	-164,900.00	31.3%
2108101	48030	G2338	STATE GRANTS	0	-1,334,826	.00	.00	.00	-1,334,826.00	.0%
2108103	48030	G2416	STATE GRANTS	0	-1,981,352	.00	.00	.00	-1,981,352.02	.0%
TOTAL STATE & LOCAL GRANTS FUND				-104,986,078	-151,869,427	-7,409,019.77	-2,089,923.31	.00	-144,460,406.84	4.9%
TOTAL REVENUES				-104,986,078	-151,869,427	-7,409,019.77	-2,089,923.31	.00	-144,460,406.84	
212 TRANSPORT DEV ACT (TDA) FUND										
90303001	42300	TRANSPORT. TAX TDA		-15,000	-15,000	-12,925.00	.00	.00	-2,075.00	86.2%
90303001	47100	INTEREST INC- INVES		-3,313	-3,313	-1,744.05	.00	.00	-1,568.95	52.6%
90403001	42310	TRANSPORT. TAX TDA		-678,937	-678,937	-450,709.00	-56,578.00	.00	-228,228.00	66.4%
90403001	47100	INTEREST INC- INVES		-50,341	-50,341	-9,035.26	.00	.00	-41,305.74	17.9%
90403102	47000	C1809 MISCELLANEOUS		0	-15,000	.00	.00	.00	-15,000.00	.0%
90403201	43310	LEASE REVENUE (LONG		-251,089	-251,089	-131,689.31	-16,526.28	.00	-119,399.69	52.4%
90803001	47100	INTEREST INC- INVES		-6,695	-6,695	-306.92	.00	.00	-6,388.08	4.6%
TOTAL TRANSPORT DEV ACT (TDA) FUN				-1,005,375	-1,020,375	-606,409.54	-73,104.28	.00	-413,965.46	59.4%
TOTAL REVENUES				-1,005,375	-1,020,375	-606,409.54	-73,104.28	.00	-413,965.46	
220 STATE HOUSING (LHTFP) GRANT										
2208101	47100	INTEREST INC- INVEST		-16,712	-16,712	-10,087.09	.00	.00	-6,624.91	60.4%
2208101	47110	OTHER INTEREST INCOM		0	0	-7,115.85	.00	.00	7,115.85	100.0%
2208101	48030	G2102 STATE GRANTS		0	-132,998	.00	.00	.00	-132,998.34	.0%
2208101	48030	G2244 STATE GRANTS		0	-162,101	.00	.00	.00	-162,100.70	.0%
2208101	48030	M2102 STATE GRANTS		0	-1,167,112	-537,567.00	.00	.00	-629,544.80	46.1%
TOTAL STATE HOUSING (LHTFP) GRANT				-16,712	-1,478,923	-554,769.94	.00	.00	-924,152.90	37.5%
TOTAL REVENUES				-16,712	-1,478,923	-554,769.94	.00	.00	-924,152.90	
230 STATE TRAFFIC CONG RELIEF FUND										
2303103	47100	INTEREST INC- INVEST		-17,550	-17,550	-4,808.36	.00	.00	-12,741.64	27.4%

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230	STATE TRAFFIC CONG RELIEF FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL STATE TRAFFIC CONG RELIEF F	-17,550	-17,550	-4,808.36	.00	.00	-12,741.64	27.4%
	TOTAL REVENUES	-17,550	-17,550	-4,808.36	.00	.00	-12,741.64	
301 CAPITAL OUTLAY FUND								
3011401	49300 C2557 TRANSFERS IN -	0	-315,720	-4,867.55	.00	.00	-310,852.60	1.5%
3011405	49300 C2101 TRANSFERS IN -	0	-302,488	-1,377.08	.00	.00	-301,111.15	.5%
3011405	49300 C2301 TRANSFERS IN -	0	-40,000	.00	.00	.00	-40,000.00	.0%
3011621	49300 C2258 TRANSFERS IN -	0	-112,000	.00	.00	.00	-112,000.00	.0%
3011621	49300 C2261 TRANSFERS IN -	0	-112,000	.00	.00	.00	-112,000.00	.0%
3011801	49300 C1604 TRANSFERS IN -	0	-54,314	.00	.00	.00	-54,314.00	.0%
3011801	49300 C2253 TRANSFERS IN -	0	-629,700	.00	.00	.00	-629,699.89	.0%
3011801	49300 C2322 TRANSFERS IN -	0	-2,000,000	.00	.00	.00	-2,000,000.00	.0%
3011804	49300 C2034 TRANSFERS IN -	-3,300,000	-3,553,561	-1,054,571.00	.00	.00	-2,498,989.67	29.7%
3011804	49300 C2126 TRANSFERS IN -	0	-3,087	.00	.00	.00	-3,087.01	.0%
3011804	49300 C2127 TRANSFERS IN -	0	-138,266	.00	.00	.00	-138,265.50	.0%
3012131	49300 C2036 TRANSFERS IN -	0	-1,169,286	.00	.00	.00	-1,169,286.04	.0%
3012131	49300 C2257 TRANSFERS IN -	0	-1,605,499	-56,801.75	.00	.00	-1,548,696.87	3.5%
3012131	49300 C2269 TRANSFERS IN -	0	-1,603	.00	.00	.00	-1,603.30	.0%
3012131	49300 C2318 TRANSFERS IN -	0	-49,671	-44,382.12	.00	.00	-5,289.18	89.4%
3012131	49300 C2319 TRANSFERS IN -	0	-89,438	-28,188.81	.00	.00	-61,249.19	31.5%
3012131	49300 C2324 TRANSFERS IN -	0	-132,277	-29,292.78	.00	.00	-102,984.11	22.1%
3012131	49300 C2411 TRANSFERS IN -	0	-150,273	-114,763.97	.00	.00	-35,508.80	76.4%
3012131	49300 C2417 TRANSFERS IN -	0	-101,522	.00	.00	.00	-101,521.93	.0%
3012131	49300 C2418 TRANSFERS IN -	0	-550,100	-201,294.26	.00	.00	-348,805.24	36.6%
3012131	49300 C2422 TRANSFERS IN -	0	-122,852	-121,412.81	.00	.00	-1,439.19	98.8%
3012131	49300 C2505 TRANSFERS IN -	0	-430,161	-90,358.30	.00	.00	-339,803.16	21.0%
3012131	49300 C2550 TRANSFERS IN -	-300,000	-300,000	.00	.00	.00	-300,000.00	.0%
3012131	49300 C2558 TRANSFERS IN -	0	-363,717	.00	.00	.00	-363,717.00	.0%
3012131	49300 C2559 TRANSFERS IN -	0	-495,000	.00	.00	.00	-495,000.00	.0%
3012131	49300 C2560 TRANSFERS IN -	0	-104,500	.00	.00	.00	-104,500.00	.0%
3012501	49300 C1702 TRANSFERS IN -	0	-2,951,192	-53,167.30	.00	.00	-2,898,024.58	1.8%
3012501	49300 C2040 TRANSFERS IN -	0	-481,240	-2,141.42	.00	.00	-479,098.52	.4%
3012501	49300 C2128 TRANSFERS IN -	0	-1,680	.00	.00	.00	-1,680.00	.0%
3012501	49300 C2202 TRANSFERS IN -	0	-432,610	-226,505.47	.00	.00	-206,104.45	52.4%
3012501	49300 C2203 TRANSFERS IN -	0	-789,832	-131,638.60	.00	.00	-658,193.02	16.7%
3012501	49300 C2255 TRANSFERS IN -	0	-3,031,139	-45,475.25	.00	.00	-2,985,663.50	1.5%
3012501	49300 C2256 TRANSFERS IN -	0	-94,000	.00	.00	.00	-94,000.00	.0%
3012501	49300 C2302 TRANSFERS IN -	0	-9,538	.00	.00	.00	-9,537.72	.0%
3012501	49300 C2303 TRANSFERS IN -	0	-123,076	.00	.00	.00	-123,076.04	.0%
3012501	49300 C2321 TRANSFERS IN -	0	-57,109	-54,018.54	.00	.00	-3,089.97	94.6%

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3012501	49300	C2420	TRANSFERS IN -	0	-4,432	.00	.00	.00	-4,431.94	.0%
3012501	49300	C2421	TRANSFERS IN -	0	-117,000	-40,305.68	.00	.00	-76,694.32	34.4%
3013001	49300	C0101	TRANSFERS IN -	0	-278,856	.00	.00	.00	-278,856.00	.0%
3013001	49300	C1308	TRANSFERS IN -	0	-66,600	.00	.00	.00	-66,600.00	.0%
3013001	49300	C1309	TRANSFERS IN -	0	-143,444	.00	.00	.00	-143,444.00	.0%
3013001	49300	C1310	TRANSFERS IN -	0	-28,521	.00	.00	.00	-28,521.00	.0%
3013001	49300	C1311	TRANSFERS IN -	0	-1,969,109	.00	.00	.00	-1,969,108.97	.0%
3013001	49300	C1401	TRANSFERS IN -	0	-195,327	.00	.00	.00	-195,327.00	.0%
3013001	49300	C1403	TRANSFERS IN -	0	-377,299	.00	.00	.00	-377,299.00	.0%
3013001	49300	C8801	TRANSFERS IN -	0	-32,653	.00	.00	.00	-32,653.00	.0%
3013001	49300	C9001	TRANSFERS IN -	0	-161,045	.00	.00	.00	-161,045.00	.0%
3013001	49300	C9401	TRANSFERS IN -	0	-277,421	.00	.00	.00	-277,421.00	.0%
3013101	49300	C1704	TRANSFERS IN -	0	-106,276	.00	.00	.00	-106,276.30	.0%
3013101	49300	C1801	TRANSFERS IN -	0	-23,454	.00	.00	.00	-23,453.50	.0%
3013101	49300	C1901	TRANSFERS IN -	0	-4,103,742	-40,777.29	.00	.00	-4,062,964.84	1.0%
3013101	49300	C2019	TRANSFERS IN -	0	-108,297	.00	.00	.00	-108,296.85	.0%
3013101	49300	C2218	TRANSFERS IN -	0	-166,195	-396.35	.00	.00	-165,798.96	.2%
3013101	49300	C2306	TRANSFERS IN -	-500,000	-1,642,196	-5,310.75	.00	.00	-1,636,885.66	.3%
3013101	49300	C2531	TRANSFERS IN -	-86,000	-86,000	.00	.00	.00	-86,000.00	.0%
3013102	49300	C1301	TRANSFERS IN -	-95,900,000	-99,701,994	-138,751.38	.00	.00	-99,563,242.29	.1%
3013102	49300	C1302	TRANSFERS IN -	0	-877,115	-1,228.52	.00	.00	-875,886.95	.1%
3013102	49300	C1306	TRANSFERS IN -	0	-40,075	4,014.22	.00	.00	-44,089.22	-10.0%
3013102	49300	C1307	TRANSFERS IN -	0	-172,083	-8,403.21	.00	.00	-163,679.96	4.9%
3013102	49300	C1601	TRANSFERS IN -	0	-79,426	-615.07	.00	.00	-78,811.11	.8%
3013102	49300	C1602	TRANSFERS IN -	0	-61,129	.00	.00	.00	-61,129.00	.0%
3013102	49300	C1703	TRANSFERS IN -	0	-444,989	-114,900.12	.00	.00	-330,088.49	25.8%
3013102	49300	C1801	TRANSFERS IN -	0	-2,444,215	-1,684.00	.00	.00	-2,442,531.00	.1%
3013102	49300	C1802	TRANSFERS IN -	0	0	.00	.00	.00	-.06	.0%
3013102	49300	C1808	TRANSFERS IN -	0	-421,552	.00	.00	.00	-421,551.81	.0%
3013102	49300	C1809	TRANSFERS IN -	0	-1,410,074	-74,228.43	.00	.00	-1,335,845.57	5.3%
3013102	49300	C2003	TRANSFERS IN -	0	-807,724	-45,150.00	.00	.00	-762,574.18	5.6%
3013102	49300	C2004	TRANSFERS IN -	0	-499,750	.00	.00	.00	-499,750.00	.0%
3013102	49300	C2005	TRANSFERS IN -	0	-2,115,817	-1,590,685.23	.00	.00	-525,131.68	75.2%
3013102	49300	C2006	TRANSFERS IN -	-1,560,000	-3,745,860	-70,525.13	.00	.00	-3,675,335.18	1.9%
3013102	49300	C2204	TRANSFERS IN -	0	-650,000	-30,388.42	.00	.00	-619,611.58	4.7%
3013102	49300	C2206	TRANSFERS IN -	0	-2,760,780	-29,347.50	.00	.00	-2,731,432.50	1.1%
3013102	49300	C2207	TRANSFERS IN -	0	-125,000	.00	.00	.00	-125,000.00	.0%
3013102	49300	C2208	TRANSFERS IN -	0	-12,675	.00	.00	.00	-12,675.00	.0%
3013102	49300	C2211	TRANSFERS IN -	0	-592,154	-3,444.19	.00	.00	-588,709.91	.6%
3013102	49300	C2212	TRANSFERS IN -	0	-4,307,724	-2,001,266.11	.00	.00	-2,306,457.82	46.5%
3013102	49300	C2213	TRANSFERS IN -	0	-250,000	.00	.00	.00	-250,000.00	.0%
3013102	49300	C2304	TRANSFERS IN -	0	-250,000	.00	.00	.00	-250,000.00	.0%
3013102	49300	C2415	TRANSFERS IN -	-540,559	-140,937	-2,950.00	.00	.00	-137,987.33	2.1%
3013102	49300	C2416	TRANSFERS IN -	0	-865,460	-1,000.00	.00	.00	-864,460.00	.1%

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3013102	49300	C2501	TRANSFERS	IN -	-87,000	-866,000	.00	.00	.00	-866,000.00	.0%
3013102	49300	C2502	TRANSFERS	IN -	-1,364,850	-1,364,850	.00	.00	.00	-1,364,850.00	.0%
3013102	49300	C2503	TRANSFERS	IN -	-157,490	-157,490	.00	.00	.00	-157,490.00	.0%
3013102	49300	C2504	TRANSFERS	IN -	-3,498,825	-3,498,825	-885.30	.00	.00	-3,497,939.70	.0%
3013301	49300	C0501	TRANSFERS	IN -	0	-13,320	.00	.00	.00	-13,320.00	.0%
3013301	49300	C1312	TRANSFERS	IN -	0	-20,548	.00	.00	.00	-20,548.00	.0%
3013301	49300	C1313	TRANSFERS	IN -	0	-135,189	.00	.00	.00	-135,189.00	.0%
3013301	49300	C1810	TRANSFERS	IN -	0	-76,263	.00	.00	.00	-76,262.80	.0%
3013301	49300	C1811	TRANSFERS	IN -	0	-150,482	.00	.00	.00	-150,482.00	.0%
3013301	49300	C2012	TRANSFERS	IN -	0	-750,028	-6,949.97	.00	.00	-743,077.77	.9%
3013301	49300	C2104	TRANSFERS	IN -	0	-7,178,930	-204,492.83	.00	.00	-6,974,437.02	2.8%
3013301	49300	C2105	TRANSFERS	IN -	0	-294,390	-12,733.75	.00	.00	-281,655.88	4.3%
3013301	49300	C2217	TRANSFERS	IN -	0	-999,383	-924.57	.00	.00	-998,458.43	.1%
3013301	49300	C2220	TRANSFERS	IN -	0	-476,000	-80,903.58	.00	.00	-395,096.42	17.0%
3013301	49300	C2222	TRANSFERS	IN -	0	-600,000	.00	.00	.00	-600,000.00	.0%
3013301	49300	C2239	TRANSFERS	IN -	0	-3,992,925	-32,253.94	.00	.00	-3,960,671.46	.8%
3013301	49300	C2241	TRANSFERS	IN -	0	-337,129	-4,276.69	.00	.00	-332,852.45	1.3%
3013301	49300	C2249	TRANSFERS	IN -	0	-4,510,997	-10,051.98	.00	.00	-4,500,944.78	.2%
3013301	49300	C2305	TRANSFERS	IN -	-1,000,000	-2,523,601	-15,321.60	.00	.00	-2,508,279.46	.6%
3013301	49300	C2317	TRANSFERS	IN -	0	-2,885,274	-101,535.96	.00	.00	-2,783,737.92	3.5%
3013301	49300	C2327	TRANSFERS	IN -	0	-375,767	-298,640.28	.00	.00	-77,126.43	79.5%
3013301	49300	C2328	TRANSFERS	IN -	0	-3,529,632	.00	.00	.00	-3,529,632.00	.0%
3013301	49300	C2333	TRANSFERS	IN -	0	-7,016,829	-216,181.17	.00	.00	-6,800,648.19	3.1%
3013301	49300	C2334	TRANSFERS	IN -	0	-1,215,952	-74.76	.00	.00	-1,215,877.24	.0%
3013301	49300	C2404	TRANSFERS	IN -	0	-425,000	.00	.00	.00	-425,000.00	.0%
3013301	49300	C2542	TRANSFERS	IN -	-120,000	-120,000	.00	.00	.00	-120,000.00	.0%
3013301	49300	C2546	TRANSFERS	IN -	-250,000	-250,000	-71,520.00	.00	.00	-178,480.00	28.6%
3013301	49300	C2555	TRANSFERS	IN -	0	-349,920	.00	.00	.00	-349,920.32	.0%
3013401	49300	C1802	TRANSFERS	IN -	0	-50,000	.00	.00	.00	-50,000.00	.0%
3013401	49300	C1803	TRANSFERS	IN -	0	-1,026,869	-7,613.46	.00	.00	-1,019,255.54	.7%
3013401	49300	C1804	TRANSFERS	IN -	0	-424,590	46,267.25	.00	.00	-470,857.27	-10.9%
3013401	49300	C2102	TRANSFERS	IN -	0	-8,566,557	-3,687,743.34	.00	.00	-4,878,813.66	43.0%
3013401	49300	C2111	TRANSFERS	IN -	-4,000,000	0	.00	.00	.00	.00	.0%
3013401	49300	C2205	TRANSFERS	IN -	-9,200,000	-19,516,832	-8,379,607.05	.00	.00	-11,137,224.47	42.9%
3013401	49300	C2209	TRANSFERS	IN -	-7,600,000	-11,484,297	-355,375.86	.00	.00	-11,128,920.97	3.1%
3013401	49300	C2330	TRANSFERS	IN -	0	-21,239	.00	.00	.00	-21,239.00	.0%
3013401	49300	C2547	TRANSFERS	IN -	-300,000	-300,000	.00	.00	.00	-300,000.00	.0%
3013401	49300	C2548	TRANSFERS	IN -	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%
3013502	49300	C2215	TRANSFERS	IN -	0	-740,387	-15,023.53	.00	.00	-725,363.50	2.0%
3013502	49300	C2267	TRANSFERS	IN -	0	-829,498	-412.31	.00	.00	-829,085.69	.0%
3013502	49300	C2406	TRANSFERS	IN -	0	-1,150,000	.00	.00	.00	-1,150,000.00	.0%
3013801	49300	C1901	TRANSFERS	IN -	-2,500,000	-120,477	-15,752.83	.00	.00	-104,724.17	13.1%
3013801	49300	C2016	TRANSFERS	IN -	0	-155,000	.00	.00	.00	-155,000.00	.0%
3013801	49300	C2017	TRANSFERS	IN -	0	-469,661	.00	.00	.00	-469,661.00	.0%

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301	CAPITAL OUTLAY FUND				ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
3013801	49300	C2407	TRANSFERS IN -		0	-61,071	-868.50		.00	.00	-60,202.50	1.4%
3015404	49300	C2250	TRANSFERS IN -		0	-1,071,500	.00		.00	.00	-1,071,500.00	.0%
3015404	49300	C2314	TRANSFERS IN -		0	-450,000	.00		.00	.00	-450,000.00	.0%
3015405	49300	C1603	TRANSFERS IN -		0	-2,318,484	.00		.00	.00	-2,318,484.00	.0%
3015405	49300	C2507	TRANSFERS IN -	-200,000		-200,000	.00		.00	.00	-200,000.00	.0%
3015501	49300	C2216	TRANSFERS IN -		0	-2,021,822	-86,704.27		.00	.00	-1,935,118.20	4.3%
3015501	49300	C2247	TRANSFERS IN -		0	-15,079	-11,060.68		.00	.00	-4,017.85	73.4%
3015501	49300	C2251	TRANSFERS IN -		0	-1,462,629	-8,805.31		.00	.00	-1,453,824.11	.6%
3015501	49300	C2262	TRANSFERS IN -		0	-272,634	.00		.00	.00	-272,633.63	.0%
3015501	49300	C2549	TRANSFERS IN -	-600,000		-600,000	.00		.00	.00	-600,000.00	.0%
3015503	49300	C2320	TRANSFERS IN -		0	-18,107	-17,792.02		.00	.00	-315.31	98.3%
3018101	49300	C1902	TRANSFERS IN -		0	-687,047	-2,288.13		.00	.00	-684,758.93	.3%
3018101	49300	C2405	TRANSFERS IN -		0	-722,240	-3,799.52		.00	.00	-718,440.64	.5%
3018105	49300	C2238	TRANSFERS IN -		0	-700,000	.00		.00	.00	-700,000.00	.0%
3018110	49300	C1841	TRANSFERS IN -		0	-79,825	.00		.00	.00	-79,824.63	.0%
3018110	49300	C2007	TRANSFERS IN -		0	-48,934	.00		.00	.00	-48,934.00	.0%
3018110	49300	C2331	TRANSFERS IN -		0	-111,621	.00		.00	.00	-111,621.00	.0%
3018110	49300	C2508	TRANSFERS IN -		-200,000	-200,000	.00		.00	.00	-200,000.00	.0%
TOTAL CAPITAL OUTLAY FUND					-133,464,724	-253,773,973	-20,060,926.11		.00	.00	-233,713,046.95	7.9%
TOTAL REVENUES					-133,464,724	-253,773,973	-20,060,926.11		.00	.00	-233,713,046.95	
311 PEG FEES FUND												
3111405	40400	FRANCHISE FEES			-360,000	-360,000	-72,857.64		.00	.00	-287,142.36	20.2%
3111405	47100	INTEREST INC- INVEST			-117,471	-117,471	-34,043.65		.00	.00	-83,427.35	29.0%
TOTAL PEG FEES FUND					-477,471	-477,471	-106,901.29		.00	.00	-370,569.71	22.4%
TOTAL REVENUES					-477,471	-477,471	-106,901.29		.00	.00	-370,569.71	
313 2022 LEASE PURCH EQUIP FUND												
3131001	47110	OTHER INTEREST INCOM			0	0	-33,550.31		.00	.00	33,550.31	100.0%
TOTAL 2022 LEASE PURCH EQUIP FUND					0	0	-33,550.31		.00	.00	33,550.31	100.0%
TOTAL REVENUES					0	0	-33,550.31		.00	.00	33,550.31	
314 2014 LEASE REV BOND FUND												
3141001	47110	OTHER INTEREST INCOM			0	0	-45,761.17		.00	.00	45,761.17	100.0%

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314	2014 LEASE REV BOND FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL 2014 LEASE REV BOND FUND	0	0	-45,761.17	.00	.00	45,761.17	100.0%
	TOTAL REVENUES	0	0	-45,761.17	.00	.00	45,761.17	
315 2006 TAB HERO/SW/ORMOND FUND								
3151001 47110	OTHER INTEREST INCOM	0	0	-33,586.15	.00	.00	33,586.15	100.0%
	TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	0	-33,586.15	.00	.00	33,586.15	100.0%
	TOTAL REVENUES	0	0	-33,586.15	.00	.00	33,586.15	
320 LOST PUBLIC SECTOR REV FUND								
3201001 49025	TRANSFERS IN - INTER	0	-8,178,890	-8,178,889.51	.00	.00	.00	100.0%
	TOTAL LOST PUBLIC SECTOR REV FUND	0	-8,178,890	-8,178,889.51	.00	.00	.00	100.0%
	TOTAL REVENUES	0	-8,178,890	-8,178,889.51	.00	.00	.00	
350 DEVELOPMENT IMPACT FEES FUND								
80101001 41030	QUIMBY PARK CAPITAL	-352,656	0	.00	.00	.00	.00	.0%
80101001 47100	INTEREST INC- INVES	-245,477	0	94,965.97	.00	.00	-94,965.97	100.0%
80201001 41040	PARK ACQUISITION DE	-151,115	-151,115	-148,551.84	-26,575.83	.00	-2,563.16	98.3%
80201001 47100	INTEREST INC- INVES	-26,221	-26,221	-14,994.49	.00	.00	-11,226.51	57.2%
80301001 47100	INTEREST INC- INVES	-249,930	-249,930	-69,402.44	.00	.00	-180,527.56	27.8%
80304102 41010	STORM DRAIN FACIL F	-1,646,384	-1,646,384	-102,262.45	-4,137.97	.00	-1,544,121.55	6.2%
80401001 47100	INTEREST INC- INVES	-416,703	-416,703	-144,606.51	.00	.00	-272,096.49	34.7%
80404102 41300	TRAFFIC IMPACT FEES	-1,387,104	-1,387,104	-629,899.97	-39,552.79	.00	-757,204.03	45.4%
80501001 41020	GROWTH CAPITAL FEES	-246,689	-246,689	-125,487.12	-22,183.23	.00	-121,201.88	50.9%
80501001 47100	INTEREST INC- INVES	-39,894	-39,894	-14,340.44	.00	.00	-25,553.56	35.9%
80551001 47100	INTEREST INC- INVES	-22,277	-22,277	-9,691.62	.00	.00	-12,585.38	43.5%
80553201 43060	MISC PLANNING FEES	0	0	-133,174.68	-12,904.75	.00	133,174.68	100.0%
80601001 41020	GROWTH CAPITAL FEES	-21,357	-21,357	-137,040.83	.00	.00	115,683.83	641.7%
80601001 47100	INTEREST INC- INVES	-61,086	-61,086	-16,412.20	.00	.00	-44,673.80	26.9%
80701001 41050	UTILITY UNDERGROUND	-34,482	-34,482	-20,981.11	-4,554.53	.00	-13,500.89	60.8%
80701001 47100	INTEREST INC- INVES	-41,864	-41,864	-12,077.92	.00	.00	-29,786.08	28.9%
80801001 47100	INTEREST INC- INVES	-28,740	-28,740	.00	.00	.00	-28,740.00	.0%
80805905 47300	DONATIONS AND CONTR	0	0	-40,017.90	94.40	.00	40,017.90	100.0%

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350	DEVELOPMENT IMPACT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL DEVELOPMENT IMPACT FEES FUN	-4,971,979	-4,373,846	-1,523,975.55	-109,814.70	.00	-2,849,870.45	34.8%
	TOTAL REVENUES	-4,971,979	-4,373,846	-1,523,975.55	-109,814.70	.00	-2,849,870.45	
351 QUIMBY FUND								
81114101	47100 INTEREST INCOME - I	0	-30,534	-20,477.95	.00	.00	-10,056.05	67.1%
81124101	47100 INTEREST INCOME - I	0	-113	-75.68	.00	.00	-37.32	67.0%
81134101	47100 INTEREST INCOME - I	0	-3,662	-2,455.62	.00	.00	-1,206.38	67.1%
81144101	47100 INTEREST INCOME - I	0	-27	-17.92	.00	.00	-9.08	66.4%
81154101	47100 INTEREST INCOME - I	0	-9,705	-6,508.62	.00	.00	-3,196.38	67.1%
81164101	47100 INTEREST INCOME - I	0	-919	-616.24	.00	.00	-302.76	67.1%
81174101	47100 INTEREST INCOME - I	0	-16,048	-10,762.42	.00	.00	-5,285.58	67.1%
81184101	41030 QUIMBY PARK CAPITAL	0	-117,552	.00	.00	.00	-117,552.00	.0%
81184101	47100 INTEREST INCOME - I	0	-338	-226.82	.00	.00	-111.18	67.1%
81194101	47100 INTEREST INCOME - I	0	-7,080	-4,748.46	.00	.00	-2,331.54	67.1%
81204101	47100 INTEREST INCOME - I	0	-5,838	-3,915.57	.00	.00	-1,922.43	67.1%
81214101	47100 INTEREST INCOME - I	0	-10,405	-6,977.88	.00	.00	-3,427.12	67.1%
81224101	47100 INTEREST INCOME - I	0	-2,123	-1,397.56	.00	.00	-725.44	65.8%
81234101	47100 INTEREST INCOME - I	0	-11,972	-8,028.80	.00	.00	-3,943.20	67.1%
81244101	47100 INTEREST INCOME - I	0	-3,019	-2,024.99	.00	.00	-994.01	67.1%
81254101	47100 INTEREST INCOME - I	0	-4,961	-3,327.10	.00	.00	-1,633.90	67.1%
81264101	41030 QUIMBY PARK CAPITAL	0	-117,552	.00	.00	.00	-117,552.00	.0%
81264101	47100 INTEREST INCOME - I	0	-15,567	-10,440.29	.00	.00	-5,126.71	67.1%
81274101	47100 INTEREST INCOME - I	0	-2,159	-1,447.95	.00	.00	-711.05	67.1%
81284101	47100 INTEREST INCOME - I	0	-8,188	-5,491.45	.00	.00	-2,696.55	67.1%
81294101	47100 INTEREST INCOME - I	0	-3,642	-2,442.60	.00	.00	-1,199.40	67.1%
81304101	47100 INTEREST INCOME - I	0	-37	-24.57	.00	.00	-12.43	66.4%
81314101	41030 QUIMBY PARK CAPITAL	0	-117,552	.00	.00	.00	-117,552.00	.0%
81314101	47100 INTEREST INCOME - I	0	-50,520	-33,881.63	.00	.00	-16,638.37	67.1%
81324101	47100 INTEREST INCOME - I	0	-1,267	-849.77	.00	.00	-417.23	67.1%
81334101	47100 INTEREST INCOME - I	0	-3,720	-2,495.12	.00	.00	-1,224.88	67.1%
81344101	47100 INTEREST INCOME - I	0	-35,695	-23,939.33	.00	.00	-11,755.67	67.1%
81354101	47100 INTEREST INCOME - I	0	-17,109	-11,474.08	.00	.00	-5,634.92	67.1%
81364101	47100 INTEREST INCOME - I	0	-829	-556.03	.00	.00	-272.97	67.1%
	TOTAL QUIMBY FUND	0	-598,133	-164,604.45	.00	.00	-433,528.55	27.5%
	TOTAL REVENUES	0	-598,133	-164,604.45	.00	.00	-433,528.55	
360 OTH. DEVPT FEES FUND								
70101001	47100 INTEREST INC- INVES	-39,404	-39,404	-10,149.28	.00	.00	-29,254.72	25.8%

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360	OTH. DEVPT FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70202512 41060	CUPA PERM & PLAN CH	-1,120,000	-1,120,000	-1,192,097.74	-33,452.00	.00	72,097.74	106.4%
70202512 43260	MISCELLANEOUS FEES	-11,000	-11,000	14.00	.00	.00	-11,014.00	-.1%
70202512 43260	T0155 MISCELLANEOUS	0	0	-11,820.00	-392.00	.00	11,820.00	100.0%
70202512 47000	MISCELLANEOUS REVEN	0	0	-7,657.50	-564.00	.00	7,657.50	100.0%
70202512 47100	INTEREST INC- INVES	-39,404	-39,404	-13,727.26	.00	.00	-25,676.74	34.8%
70202512 48300	MISC INTERGOV REVEN	0	0	2,372.00	-2,068.00	.00	-2,372.00	100.0%
70302512 43250	MISCELLANEOUS FINES	-10,000	-10,000	-5,000.00	.00	.00	-5,000.00	50.0%
70302512 47100	INTEREST INC- INVES	-7,544	-7,544	-3,755.92	.00	.00	-3,788.08	49.8%
70408105 47100	INTEREST INC- INVES	-2,789	-2,789	-723.57	.00	.00	-2,065.43	25.9%
70408105 47110	OTHER INTEREST INCO	0	0	-8,697.15	.00	.00	8,697.15	100.0%
70508105 47100	INTEREST INC- INVES	-149,525	-149,525	-36,526.66	.00	.00	-112,998.34	24.4%
70508105 47110	OTHER INTEREST INCO	0	0	-92,795.64	.00	.00	92,795.64	100.0%
70608105 47100	INTEREST INC- INVES	-10,595	-10,595	-2,802.94	.00	.00	-7,792.06	26.5%
TOTAL OTH. DEVPT FEES FUND		-1,390,261	-1,390,261	-1,383,367.66	-36,476.00	.00	-6,893.34	99.5%
TOTAL REVENUES		-1,390,261	-1,390,261	-1,383,367.66	-36,476.00	.00	-6,893.34	
420 HOUSING SUC AGCY FUND								
4208101 47100	INTEREST INC- INVEST	-85,396	-85,396	-16,847.00	.00	.00	-68,549.00	19.7%
4208101 47110	OTHER INTEREST INCOM	0	0	-23,919.95	.00	.00	23,919.95	100.0%
TOTAL HOUSING SUC AGCY FUND		-85,396	-85,396	-40,766.95	.00	.00	-44,629.05	47.7%
TOTAL REVENUES		-85,396	-85,396	-40,766.95	.00	.00	-44,629.05	
429 CDC SUCCESSOR AGENCY FUND								
4291421 40150	TAX INCREMENT	0	0	-5,373,472.00	.00	.00	5,373,472.00	100.0%
4291421 47110	OTHER INTEREST INCOM	0	0	-149,551.88	.00	.00	149,551.88	100.0%
TOTAL CDC SUCCESSOR AGENCY FUND		0	0	-5,523,023.88	.00	.00	5,523,023.88	100.0%
TOTAL REVENUES		0	0	-5,523,023.88	.00	.00	5,523,023.88	
481 DOWNTOWN IMPROVEMENT DISTRICT								
4811001 47100	INTEREST INC- INVEST	-105,760	-105,760	-28,054.47	.00	.00	-77,705.53	26.5%
TOTAL DOWNTOWN IMPROVEMENT DISTRI		-105,760	-105,760	-28,054.47	.00	.00	-77,705.53	26.5%
TOTAL REVENUES		-105,760	-105,760	-28,054.47	.00	.00	-77,705.53	

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500	BOND ASSESSMENT DISTRICTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
500 BOND ASSESSMENT DISTRICTS								
50001001	46000 SPECIAL ASSMNT REV-	0	0	-304,871.29	.00	.00	304,871.29	100.0%
50003801	46000 SPECIAL ASSMNT REV-	-544,800	-544,800	.00	.00	.00	-544,800.00	.0%
50003801	47110 OTHER INTEREST INCO	0	0	-5,575.48	.00	.00	5,575.48	100.0%
50503801	46000 SPECIAL ASSMNT REV-	-196,672	-196,672	-99,904.59	.00	.00	-96,767.41	50.8%
50503801	47110 OTHER INTEREST INCO	0	0	-8,751.65	.00	.00	8,751.65	100.0%
50603801	46000 SPECIAL ASSMNT REV-	-843,408	-843,408	-415,621.32	.00	.00	-427,786.68	49.3%
50603801	47110 OTHER INTEREST INCO	0	0	-8,891.60	.00	.00	8,891.60	100.0%
50703801	46000 SPECIAL ASSMNT REV-	-1,874,611	-1,874,611	-1,015,744.94	.00	.00	-858,866.06	54.2%
50703801	47110 OTHER INTEREST INCO	0	0	-17.28	.00	.00	17.28	100.0%
50703801	49920 TRANSFER IN - SP. D	-4,471	-4,471	.00	.00	.00	-4,471.00	.0%
51003801	46400 SP.ASSMNT MELLO-ROO	-644,278	-644,278	-358,106.15	.00	.00	-286,171.85	55.6%
51003801	47110 OTHER INTEREST INCO	0	0	-7,644.09	.00	.00	7,644.09	100.0%
TOTAL BOND ASSESSMENT DISTRICTS		-4,108,240	-4,108,240	-2,225,128.39	.00	.00	-1,883,111.61	54.2%
TOTAL REVENUES		-4,108,240	-4,108,240	-2,225,128.39	.00	.00	-1,883,111.61	
541 DEVELOPER/OTHER DEPOSITS FUND								
5411001	47300 T0019 DONATIONS AND C	0	0	-36,776.69	.00	.00	36,776.69	100.0%
5411701	47000 D0102 MISCELLANEOUS R	0	-11,879	-11,878.96	.00	.00	.00	100.0%
5414101	47500 T0135 DEVELOPMENT DEP	0	-114,229	.00	.00	.00	-114,229.00	.0%
5414101	47500 T0139 DEVELOPMENT DEP	0	-47,036	.00	.00	.00	-47,036.00	.0%
5414101	47500 T0168 DEVELOPMENT DEP	0	-7,329	.00	.00	.00	-7,328.77	.0%
5414101	47500 T0169 DEVELOPMENT DEP	0	-21,892	.00	.00	.00	-21,892.32	.0%
5414101	47500 T0299 DEVELOPMENT DEP	0	-89,420	.00	.00	.00	-89,420.00	.0%
5414102	47500 D0057 DEVELOPMENT DEP	0	-63,000	.00	.00	.00	-63,000.00	.0%
5418105	47000 MISCELLANEOUS REVENU	0	0	-800.00	-100.00	.00	800.00	100.0%
TOTAL DEVELOPER/OTHER DEPOSITS FU		0	-354,785	-49,455.65	-100.00	.00	-305,329.40	13.9%
TOTAL REVENUES		0	-354,785	-49,455.65	-100.00	.00	-305,329.40	
545 HOUSING AUTHORITY PAYROLL FUND								
5451001	49400 HOUSING PAYROLL REIM	0	0	-2,896,352.86	.00	.00	2,896,352.86	100.0%
TOTAL HOUSING AUTHORITY PAYROLL F		0	0	-2,896,352.86	.00	.00	2,896,352.86	100.0%
TOTAL REVENUES		0	0	-2,896,352.86	.00	.00	2,896,352.86	

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561	OXNARD DOWNTOWN MGT DIST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
561 OXNARD DOWNTOWN MGT DIST FUND								
5618110 46100	SPECIAL ASSMNT REV-M	0	0	-200,474.84	.00	.00	200,474.84	100.0%
5618110 47100	INTEREST INC- INVEST	-5,768	-5,768	-1,075.88	.00	.00	-4,692.12	18.7%
TOTAL OXNARD DOWNTOWN MGT DIST FU		-5,768	-5,768	-201,550.72	.00	.00	195,782.72	3494.3%
TOTAL REVENUES		-5,768	-5,768	-201,550.72	.00	.00	195,782.72	
571 CONTRIBUTIONS TRUST FUND								
5711001 47300	DONATIONS AND CONTRI	0	0	300.00	.00	.00	-300.00	100.0%
5711622 40510	D0002 BUSINESS LICENS	0	0	-27,994.78	-3,580.00	.00	27,994.78	100.0%
5712131 47300	T0015 DONATIONS AND C	0	0	71,003.00	.00	.00	-71,003.00	100.0%
5713101 47300	M2201 DONATIONS AND C	0	-200,000	.00	.00	.00	-200,000.00	.0%
5713201 47300	M2504 DONATIONS AND C	0	-3,000	-3,000.00	.00	.00	.00	100.0%
5715401 47300	D0019 DONATIONS AND C	0	0	-58.76	.00	.00	58.76	100.0%
5715401 47300	T0130 DONATIONS AND C	0	-345	-1,027.93	-71.19	.00	682.53	297.6%
5715401 47300	T0131 DONATIONS AND C	0	0	-135.63	.00	.00	135.63	100.0%
5715403 47300	B2502 DONATIONS AND C	0	-11,965	-11,965.00	.00	.00	.00	100.0%
5715501 47300	T0133 DONATIONS AND C	0	0	-5,965.89	.00	490.00	5,475.89	100.0%
5715503 47300	B2503 DONATIONS AND C	0	-5,000	-5,000.00	.00	.00	.00	100.0%
TOTAL CONTRIBUTIONS TRUST FUND		0	-220,310	16,155.01	-3,651.19	490.00	-236,955.41	-7.6%
TOTAL REVENUES		0	-220,310	16,155.01	-3,651.19	490.00	-236,955.41	
601 WATER OPERATING FUND								
6013600 43270	PENALTIES & FORFEITU	-688,450	-688,450	-385,884.28	-38,048.63	.00	-302,565.72	56.1%
6013600 43400	DAMAGE REIMBURSEMENT	0	0	-60,241.02	-955.26	.00	60,241.02	100.0%
6013600 45100	WATER CHARGES - RES	-35,777,686	-35,777,686	-24,263,949.05	-2,966,593.23	.00	-11,513,736.95	67.8%
6013600 45110	WATER CHARGES - COMM	-25,308,420	-25,308,420	-16,378,749.26	-1,854,246.69	.00	-8,929,670.74	64.7%
6013600 45120	WATER CHARGES - FIRE	-1,187,126	-1,187,126	-462,614.35	-61,770.68	.00	-724,511.65	39.0%
6013600 45140	WATER - PHWA SVC AGM	-982,380	-982,380	-656,478.31	-60,344.13	.00	-325,901.69	66.8%
6013600 45150	WATER - MISC SERVICE	-664,320	-664,320	-347,545.90	-41,230.52	.00	-316,774.10	52.3%
6013600 45190	WATER - OTHER REVENU	-200,209	-200,209	-178,245.92	-19,575.00	.00	-21,963.08	89.0%
6013600 47000	MISCELLANEOUS REVENU	-49,000	-49,000	4,835.73	.00	.00	-53,835.73	-9.9%
6013600 47100	INTEREST INC- INVEST	-604,436	-604,436	-56,578.05	.00	.00	-547,857.95	9.4%
6013600 47110	OTHER INTEREST INCOM	-677,566	-677,566	-274,315.56	.00	.00	-403,250.44	40.5%

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601	WATER OPERATING FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6013600	47200	BETTER AMERICA BOND	-2,067,894	-2,067,894	-909,513.33	.00	.00	-1,158,380.67	44.0%
6013600	47800	SALES OF ASSETS	0	0	-21,465.50	.00	.00	21,465.50	100.0%
6013600	49000	TRANSFERS IN (LABOR)	-80,000	-80,000	-5,339.88	.00	.00	-74,660.12	6.7%
6013600	49000	C1803 TRANSFERS IN (L	0	0	-3,806.74	.00	.00	3,806.74	100.0%
6013600	49000	C1806 TRANSFERS IN (L	0	0	-1,675.87	.00	.00	1,675.87	100.0%
6013600	49000	C2005 TRANSFERS IN (L	0	0	-9,907.58	.00	.00	9,907.58	100.0%
6013600	49000	C2021 TRANSFERS IN (L	0	0	-2,550.00	.00	.00	2,550.00	100.0%
6013600	49000	C2027 TRANSFERS IN (L	0	0	-590.56	.00	.00	590.56	100.0%
6013600	49000	C2040 TRANSFERS IN (L	0	0	-973.19	.00	.00	973.19	100.0%
6013600	49000	C2102 TRANSFERS IN (L	0	0	-1,736.49	.00	.00	1,736.49	100.0%
6013600	49000	C2124 TRANSFERS IN (L	0	0	-409.20	.00	.00	409.20	100.0%
6013600	49000	C2201 TRANSFERS IN (L	0	0	-22,050.29	.00	.00	22,050.29	100.0%
6013600	49000	C2205 TRANSFERS IN (L	0	0	-38,373.30	.00	.00	38,373.30	100.0%
6013600	49000	C2209 TRANSFERS IN (L	0	0	-41,869.24	.00	.00	41,869.24	100.0%
6013600	49000	C2212 TRANSFERS IN (L	0	0	-1,278.53	.00	.00	1,278.53	100.0%
6013600	49000	C2217 TRANSFERS IN (L	0	0	-314.36	.00	.00	314.36	100.0%
6013600	49000	C2218 TRANSFERS IN (L	0	0	-134.69	.00	.00	134.69	100.0%
6013600	49000	C2220 TRANSFERS IN (L	0	0	-5,612.03	.00	.00	5,612.03	100.0%
6013600	49000	C2227 TRANSFERS IN (L	0	0	-273.14	.00	.00	273.14	100.0%
6013600	49000	C2228 TRANSFERS IN (L	0	0	-5,353.24	.00	.00	5,353.24	100.0%
6013600	49000	C2231 TRANSFERS IN (L	0	0	-388.30	.00	.00	388.30	100.0%
6013600	49000	C2232 TRANSFERS IN (L	0	0	-9,106.73	.00	.00	9,106.73	100.0%
6013600	49000	C2234 TRANSFERS IN (L	0	0	-10,103.91	.00	.00	10,103.91	100.0%
6013600	49000	C2239 TRANSFERS IN (L	0	0	-12,672.72	.00	.00	12,672.72	100.0%
6013600	49000	C2241 TRANSFERS IN (L	0	0	-2,019.99	.00	.00	2,019.99	100.0%
6013600	49000	C2249 TRANSFERS IN (L	0	0	-3,552.26	.00	.00	3,552.26	100.0%
6013600	49000	C2305 TRANSFERS IN (L	0	0	-3,148.21	.00	.00	3,148.21	100.0%
6013600	49000	C2306 TRANSFERS IN (L	0	0	-2,122.67	.00	.00	2,122.67	100.0%
6013600	49000	C2313 TRANSFERS IN (L	0	0	-1,621.20	.00	.00	1,621.20	100.0%
6013600	49000	C2553 TRANSFERS IN (L	0	0	-494.00	.00	.00	494.00	100.0%
6013600	49000	M2210 TRANSFERS IN (L	0	0	-904.88	.00	.00	904.88	100.0%
6013600	49500	PRINCIPAL PAYMENTS R	-148,986	-148,986	-148,985.96	.00	.00	-.04	100.0%
6013600	49510	INTEREST PAYMENTS -	-10,355	-10,355	-10,354.10	.00	.00	-.90	100.0%
6013602	47000	MISCELLANEOUS REVENU	0	0	-7,947.98	-674.92	.00	7,947.98	100.0%
6013603	49000	C2022 TRANSFERS IN (L	0	0	-68,289.56	.00	.00	68,289.56	100.0%
6013604	49000	C2022 TRANSFERS IN (L	0	0	-2,391.51	.00	.00	2,391.51	100.0%
6013605	45130	WATER - RECYCLED WAT	-371,163	-371,163	-271,281.24	-31,839.66	.00	-99,881.76	73.1%
6013605	45135	RECYCLE WATER INCEN	0	0	-49,066.47	-49,066.47	.00	49,066.47	100.0%
6013605	49000	TRANSFERS IN (LABOR)	0	0	-1,442.83	.00	.00	1,442.83	100.0%
TOTAL WATER OPERATING FUND			-68,817,991	-68,817,991	-44,738,887.65	-5,124,345.19	.00	-24,079,103.35	65.0%
TOTAL REVENUES			-68,817,991	-68,817,991	-44,738,887.65	-5,124,345.19	.00	-24,079,103.35	

602 WATER CIP FUND

6023600	49300	C1001 TRANSFERS IN -	0	-10,504,815	.00	.00	.00	-10,504,814.55	.0%
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602	WATER CIP FUND			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6023600	49300	C1101	TRANSFERS IN -	0	-12,133	.00		.00	-12,132.72	.0%
6023600	49300	C1806	TRANSFERS IN -	0	-4,263	-3,351.74		.00	-910.90	78.6%
6023600	49300	C2021	TRANSFERS IN -	-4,500,000	-7,885,200	-308,940.60		.00	-7,576,259.85	3.9%
6023600	49300	C2022	TRANSFERS IN -	0	-8,407,617	-4,990,955.62		.00	-3,416,661.74	59.4%
6023600	49300	C2023	TRANSFERS IN -	-250,000	-3,500,000	-235,440.76		.00	-3,264,559.24	6.7%
6023600	49300	C2026	TRANSFERS IN -	-2,000,000	-1,600,000	.00		.00	-1,600,000.18	.0%
6023600	49300	C2113	TRANSFERS IN -	0	-400,000	.00		.00	-400,000.00	.0%
6023600	49300	C2115	TRANSFERS IN -	-1,000,000	-505,499	-20,940.24		.00	-484,558.54	4.1%
6023600	49300	C2226	TRANSFERS IN -	-1,250,000	-2,588,434	-71,487.10		.00	-2,516,946.74	2.8%
6023600	49300	C2227	TRANSFERS IN -	-300,000	-533,608	-103.74		.00	-533,503.81	.0%
6023600	49300	C2228	TRANSFERS IN -	-700,000	-4,777,322	-212,104.52		.00	-4,565,217.90	4.4%
6023600	49300	C2229	TRANSFERS IN -	-50,000	-518,988	-434,636.93		.00	-84,350.92	83.7%
6023600	49300	C2231	TRANSFERS IN -	-350,000	-546,027	-1,142.02		.00	-544,884.72	.2%
6023600	49300	C2308	TRANSFERS IN -	0	-600,000	.00		.00	-600,000.00	.0%
6023600	49300	C2401	TRANSFERS IN -	0	-62,565	.00		.00	-62,565.16	.0%
6023600	49300	C2551	TRANSFERS IN -	0	-1,500,000	.00		.00	-1,500,000.00	.0%
6023607	49300	C2022	TRANSFERS IN -	0	-9,393	.00		.00	-9,393.00	.0%
6023607	49300	C2027	TRANSFERS IN -	0	-711,486	-29,792.32		.00	-681,693.77	4.2%
TOTAL WATER CIP FUND				-10,400,000	-44,667,349	-6,308,895.59		.00	-38,358,453.74	14.1%
TOTAL REVENUES				-10,400,000	-44,667,349	-6,308,895.59		.00	-38,358,453.74	
603 WATER DEVLPMT IMPACT FEES FUND										
6033600	45180	WATER-RESOURCE DEV F		-684,800	-684,800	-240,072.18	-25,129.00	.00	-444,727.82	35.1%
6033600	47100	INTEREST INC- INVEST		-461,269	-461,269	-135,158.75	.00	.00	-326,110.25	29.3%
TOTAL WATER DEVLPMT IMPACT FEES F				-1,146,069	-1,146,069	-375,230.93	-25,129.00	.00	-770,838.07	32.7%
TOTAL REVENUES				-1,146,069	-1,146,069	-375,230.93	-25,129.00	.00	-770,838.07	
605 WATER CAP FACILITY FUND										
6053600	45170	WATER-CAPITAL FAC CH		-84,000	-84,000	-29,667.00	-3,069.00	.00	-54,333.00	35.3%
6053600	47100	INTEREST INC- INVEST		-39,920	-39,920	-11,926.59	.00	.00	-27,993.41	29.9%
TOTAL WATER CAP FACILITY FUND				-123,920	-123,920	-41,593.59	-3,069.00	.00	-82,326.41	33.6%
TOTAL REVENUES				-123,920	-123,920	-41,593.59	-3,069.00	.00	-82,326.41	
606 WATER RESOURCE FEE FUND										
6063600	45190	WATER - OTHER REVENU		-254,900	-254,900	.00	.00	.00	-254,900.00	.0%

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606	WATER RESOURCE FEE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6063600 47100	INTEREST INC- INVEST	-45,913	-45,913	-12,903.69	.00	.00	-33,009.31	28.1%
	TOTAL WATER RESOURCE FEE FUND	-300,813	-300,813	-12,903.69	.00	.00	-287,909.31	4.3%
	TOTAL REVENUES	-300,813	-300,813	-12,903.69	.00	.00	-287,909.31	
608 WATER SECURITY-CONT PREV FUND								
6083607 45150	WATER - MISC SERVICE	-7,946	-7,946	-8,019.41	-1,211.23	.00	73.41	100.9%
6083607 45160	WATER-CROSS CONTAM P	-423,454	-423,454	-271,245.02	-19,296.00	.00	-152,208.98	64.1%
6083607 47100	INTEREST INC- INVEST	-33,972	-33,972	1,619.86	.00	.00	-35,591.86	-4.8%
	TOTAL WATER SECURITY-CONT PREV FU	-465,372	-465,372	-277,644.57	-20,507.23	.00	-187,727.43	59.7%
	TOTAL REVENUES	-465,372	-465,372	-277,644.57	-20,507.23	.00	-187,727.43	
609 WATER BOND 2021A REV BOND FUND								
6093600 47110	OTHER INTEREST INCOM	0	0	-56,221.74	.00	.00	56,221.74	100.0%
	TOTAL WATER BOND 2021A REV BOND F	0	0	-56,221.74	.00	.00	56,221.74	100.0%
	TOTAL REVENUES	0	0	-56,221.74	.00	.00	56,221.74	
611 WASTEWATER OPERATING FUND								
6113610 43270	PENALTIES & FORFEITU	-425,000	-425,000	-325,444.76	-35,064.13	.00	-99,555.24	76.6%
6113610 45200	SEWER CHARGES - RES	-22,500,000	-22,500,000	-14,079,864.59	-1,775,237.59	.00	-8,420,135.41	62.6%
6113610 45210	SEWER CHARGES - RES	-7,560,000	-7,560,000	-4,710,753.54	-621,357.00	.00	-2,849,246.46	62.3%
6113610 45220	SEWER CHARGES - COMM	-5,160,000	-5,160,000	-3,476,095.28	-403,733.06	.00	-1,683,904.72	67.4%
6113610 45230	SEWER CHARGES - INDU	-5,640,000	-5,640,000	-2,944,097.62	-357,140.44	.00	-2,695,902.38	52.2%
6113610 45240	SEWER CHARGES-OUTSID	-550,000	-550,000	24,335.20	.00	.00	-574,335.20	-4.4%
6113610 45250	SEWER CODE ENFORCEME	0	0	-24,203.82	-700.00	.00	24,203.82	100.0%
6113610 47000	MISCELLANEOUS REVENU	0	0	-21,879.65	.00	.00	21,879.65	100.0%
6113610 47100	INTEREST INC- INVEST	-1,686,106	-1,686,106	-305,817.09	.00	.00	-1,380,288.91	18.1%
6113610 47110	OTHER INTEREST INCOM	0	0	-3,987.49	.00	.00	3,987.49	100.0%
6113610 47800	SALES OF ASSETS	0	0	-19,665.00	-19,665.00	.00	19,665.00	100.0%
6113612 45250	SEWER CODE ENFORCEME	-250,000	-250,000	-60,932.81	-3,655.68	.00	-189,067.19	24.4%
6113612 45260	DISCHARGE PERMIT-WW	-150,000	-150,000	-101,896.65	-94,050.00	.00	-48,103.35	67.9%
6113613 47000	MISCELLANEOUS REVENU	0	0	18.18	18.18	.00	-18.18	100.0%
6113614 45240	SEWER CHARGES-OUTSID	-2,300,000	-2,300,000	-1,472,317.08	-181,039.73	.00	-827,682.92	64.0%

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611	WASTEWATER OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6113614	45270 WW LABORATORY SERVIC	-12,000	-12,000	-10,521.24	.00	.00	-1,478.76	87.7%
6113614	49000 C1803 TRANSFERS IN (L	0	0	-3,806.72	.00	.00	3,806.72	100.0%
6113614	49000 C1806 TRANSFERS IN (L	0	0	-1,675.87	.00	.00	1,675.87	100.0%
6113614	49000 C2005 TRANSFERS IN (L	0	0	-4,067.40	.00	.00	4,067.40	100.0%
6113614	49000 C2021 TRANSFERS IN (L	0	0	-1,764.84	.00	.00	1,764.84	100.0%
6113614	49000 C2027 TRANSFERS IN (L	0	0	-573.12	.00	.00	573.12	100.0%
6113614	49000 C2040 TRANSFERS IN (L	0	0	-944.63	.00	.00	944.63	100.0%
6113614	49000 C2102 TRANSFERS IN (L	0	0	-600.82	.00	.00	600.82	100.0%
6113614	49000 C2124 TRANSFERS IN (L	0	0	-397.40	.00	.00	397.40	100.0%
6113614	49000 C2201 TRANSFERS IN (L	0	0	-21,403.04	.00	.00	21,403.04	100.0%
6113614	49000 C2205 TRANSFERS IN (L	0	0	-23,019.76	.00	.00	23,019.76	100.0%
6113614	49000 C2209 TRANSFERS IN (L	0	0	-33,800.26	.00	.00	33,800.26	100.0%
6113614	49000 C2217 TRANSFERS IN (L	0	0	-305.11	.00	.00	305.11	100.0%
6113614	49000 C2218 TRANSFERS IN (L	0	0	-130.83	.00	.00	130.83	100.0%
6113614	49000 C2220 TRANSFERS IN (L	0	0	-5,447.07	.00	.00	5,447.07	100.0%
6113614	49000 C2227 TRANSFERS IN (L	0	0	-265.11	.00	.00	265.11	100.0%
6113614	49000 C2228 TRANSFERS IN (L	0	0	-5,196.04	.00	.00	5,196.04	100.0%
6113614	49000 C2231 TRANSFERS IN (L	0	0	-376.86	.00	.00	376.86	100.0%
6113614	49000 C2232 TRANSFERS IN (L	0	0	-8,838.68	.00	.00	8,838.68	100.0%
6113614	49000 C2234 TRANSFERS IN (L	0	0	-9,806.26	.00	.00	9,806.26	100.0%
6113614	49000 C2239 TRANSFERS IN (L	0	0	-6,322.65	.00	.00	6,322.65	100.0%
6113614	49000 C2241 TRANSFERS IN (L	0	0	-1,960.57	.00	.00	1,960.57	100.0%
6113614	49000 C2249 TRANSFERS IN (L	0	0	-3,447.84	.00	.00	3,447.84	100.0%
6113614	49000 C2305 TRANSFERS IN (L	0	0	-3,055.18	.00	.00	3,055.18	100.0%
6113614	49000 C2306 TRANSFERS IN (L	0	0	-2,060.30	.00	.00	2,060.30	100.0%
6113614	49000 C2313 TRANSFERS IN (L	0	0	-1,573.31	.00	.00	1,573.31	100.0%
6113614	49000 C2553 TRANSFERS IN (L	0	0	-101.39	.00	.00	101.39	100.0%
6113614	49000 M2210 TRANSFERS IN (L	0	0	-878.37	.00	.00	878.37	100.0%
6113615	49000 C2005 TRANSFERS IN (L	0	0	-5,548.93	.00	.00	5,548.93	100.0%
6113615	49000 C2021 TRANSFERS IN (L	0	0	-710.29	.00	.00	710.29	100.0%
6113615	49000 C2102 TRANSFERS IN (L	0	0	-1,105.61	.00	.00	1,105.61	100.0%
6113615	49000 C2205 TRANSFERS IN (L	0	0	-15,323.04	.00	.00	15,323.04	100.0%
6113615	49000 C2209 TRANSFERS IN (L	0	0	-8,053.92	.00	.00	8,053.92	100.0%
6113615	49000 C2212 TRANSFERS IN (L	0	0	-1,278.35	.00	.00	1,278.35	100.0%
6113615	49000 C2235 TRANSFERS IN (L	0	0	-328.34	.00	.00	328.34	100.0%
6113615	49000 C2236 TRANSFERS IN (L	0	0	-328.34	.00	.00	328.34	100.0%
6113615	49000 C2310 TRANSFERS IN (L	0	0	-82.10	.00	.00	82.10	100.0%
TOTAL WASTEWATER OPERATING FUND		-46,233,106	-46,233,106	-27,707,701.59	-3,491,624.45	.00	-18,525,404.41	59.9%
TOTAL REVENUES		-46,233,106	-46,233,106	-27,707,701.59	-3,491,624.45	.00	-18,525,404.41	

612 WASTEWATER CIP FUND

6123610	49300 C1814 TRANSFERS IN -	-21,000,000	-26,870,407	-60,232.49	.00	.00	-26,810,174.56	.2%
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612	WASTEWATER CIP FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6123610 49300 C1815	TRANSFERS IN -	0	-142,101	.00	.00	.00	-142,101.00	.0%
6123610 49300 C2029	TRANSFERS IN -	0	-2,589,320	-70,547.28	.00	.00	-2,518,772.46	2.7%
6123610 49300 C2116	TRANSFERS IN -	0	-909,527	.00	.00	.00	-909,527.00	.0%
6123610 49300 C2117	TRANSFERS IN -	0	-244,823	.00	.00	.00	-244,822.50	.0%
6123610 49300 C2118	TRANSFERS IN -	0	-3,886,933	.00	.00	.00	-3,886,933.09	.0%
6123610 49300 C2119	TRANSFERS IN -	0	-400,000	.00	.00	.00	-400,000.00	.0%
6123610 49300 C2201	TRANSFERS IN -	-22,000,000	-55,488,908	-7,052,248.08	.00	.00	-48,436,660.07	12.7%
6123610 49300 C2218	TRANSFERS IN -	0	-278,599	.00	.00	.00	-278,599.29	.0%
6123610 49300 C2232	TRANSFERS IN -	-3,700,000	-7,906,762	-134,923.52	.00	.00	-7,771,838.12	1.7%
6123610 49300 C2234	TRANSFERS IN -	-3,000,000	-3,792,687	-27,684.49	.00	.00	-3,765,002.03	.7%
6123610 49300 C2235	TRANSFERS IN -	0	-7,249,284	.00	.00	.00	-7,249,284.00	.0%
6123610 49300 C2236	TRANSFERS IN -	0	-3,103,586	-183,212.64	.00	.00	-2,920,373.26	5.9%
6123610 49300 C2309	TRANSFERS IN -	-5,000,000	-6,310,254	-2,627.97	.00	.00	-6,307,625.70	.0%
6123610 49300 C2310	TRANSFERS IN -	0	-1,449,827	-46,156.14	.00	.00	-1,403,670.94	3.2%
6123610 49300 C2402	TRANSFERS IN -	-1,000,000	-1,946,272	-745,047.13	.00	.00	-1,201,224.87	38.3%
6123610 49300 C2408	TRANSFERS IN -	-500,000	-600,000	.00	.00	.00	-600,000.00	.0%
6123610 49300 C2544	TRANSFERS IN -	-140,000	-140,000	.00	.00	.00	-140,000.00	.0%
6123615 49300 C2552	TRANSFERS IN -	0	-301,560	.00	.00	.00	-301,560.00	.0%
6123616 49300 C2201	TRANSFERS IN -	0	-1,892,299	.00	.00	.00	-1,892,299.00	.0%
TOTAL WASTEWATER CIP FUND		-56,340,000	-125,503,148	-8,322,679.74	.00	.00	-117,180,467.89	6.6%
TOTAL REVENUES		-56,340,000	-125,503,148	-8,322,679.74	.00	.00	-117,180,467.89	
613 WASTEWATER CONNECTION FEE FUND								
6133610 45280	SEWER CONNECTION FEE	-1,000,000	-1,000,000	-358,887.90	-40,719.22	.00	-641,112.10	35.9%
6133610 47100	INTEREST INC- INVEST	-330,855	-330,855	-116,917.63	.00	.00	-213,937.37	35.3%
TOTAL WASTEWATER CONNECTION FEE F		-1,330,855	-1,330,855	-475,805.53	-40,719.22	.00	-855,049.47	35.8%
TOTAL REVENUES		-1,330,855	-1,330,855	-475,805.53	-40,719.22	.00	-855,049.47	
617 WASTEWATER BONDS/SRF LOANS								
6171001 47900	PROCEEDS FROM SALE O	-48,000,000	-83,185,792	.00	.00	.00	-83,185,792.15	.0%
TOTAL WASTEWATER BONDS/SRF LOANS		-48,000,000	-83,185,792	.00	.00	.00	-83,185,792.15	.0%
TOTAL REVENUES		-48,000,000	-83,185,792	.00	.00	.00	-83,185,792.15	
628 WASTEWATER SEC-CONT PREV FUND								
6283616 47100	INTEREST INC- INVEST	-22,719	-22,719	-15,334.47	.00	.00	-7,384.53	67.5%

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628	WASTEWATER SEC-CONT PREV FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL WASTEWATER SEC-CONT PREV FU	-22,719	-22,719	-15,334.47	.00	.00	-7,384.53	67.5%
	TOTAL REVENUES	-22,719	-22,719	-15,334.47	.00	.00	-7,384.53	
631 SOLID WASTE OPERATING FUND								
6313630	47000 MISCELLANEOUS REVENU	-12,025	-12,025	290.06	.00	.00	-12,315.06	-2.4%
6313630	47100 INTEREST INC- INVEST	-434,700	-434,700	-50,143.30	.00	.00	-384,556.70	11.5%
6313630	49000 C2005 TRANSFERS IN (L	0	0	-9,616.32	.00	.00	9,616.32	100.0%
6313630	49000 C2021 TRANSFERS IN (L	0	0	-2,475.13	.00	.00	2,475.13	100.0%
6313630	49000 C2102 TRANSFERS IN (L	0	0	-991.47	.00	.00	991.47	100.0%
6313630	49000 C2201 TRANSFERS IN (L	0	0	-21,403.04	.00	.00	21,403.04	100.0%
6313630	49000 C2205 TRANSFERS IN (L	0	0	-979.98	.00	.00	979.98	100.0%
6313630	49000 C2209 TRANSFERS IN (L	0	0	-468.11	.00	.00	468.11	100.0%
6313630	49000 C2220 TRANSFERS IN (L	0	0	-5,446.73	.00	.00	5,446.73	100.0%
6313630	49000 C2227 TRANSFERS IN (L	0	0	-265.14	.00	.00	265.14	100.0%
6313630	49000 C2228 TRANSFERS IN (L	0	0	-5,194.58	.00	.00	5,194.58	100.0%
6313630	49000 C2232 TRANSFERS IN (L	0	0	-8,838.04	.00	.00	8,838.04	100.0%
6313630	49000 C2234 TRANSFERS IN (L	0	0	-9,805.70	.00	.00	9,805.70	100.0%
6313630	49000 C2239 TRANSFERS IN (L	0	0	-10,876.53	.00	.00	10,876.53	100.0%
6313630	49000 C2241 TRANSFERS IN (L	0	0	-1,960.58	.00	.00	1,960.58	100.0%
6313631	47000 MISCELLANEOUS REVENU	0	0	-31.93	18.42	.00	31.93	100.0%
6313632	43270 PENALTIES & FORFEITU	-265,000	-265,000	-279,798.64	-27,485.49	.00	14,798.64	105.6%
6313632	43400 DAMAGE REIMBURSEMENT	0	0	-1,013.45	.00	.00	1,013.45	100.0%
6313632	45300 RESIDENTIAL STANDARD	-18,814,014	-18,814,014	-12,133,199.53	-1,617,328.60	.00	-6,680,814.47	64.5%
6313632	45301 RESIDENTIAL SPECIAL	-134,044	-134,044	-89,628.10	-14,884.56	.00	-44,415.90	66.9%
6313632	45310 RESIDENTIAL EXTRA CA	-899,607	-899,607	-601,388.82	-79,213.43	.00	-298,218.18	66.9%
6313632	47000 MISCELLANEOUS REVENU	-2,040	-2,040	667.65	-140.00	.00	-2,707.65	-32.7%
6313633	45310 COMMERCIAL FEL 4-CUB	-13,848,026	-13,848,026	-9,128,534.29	-1,218,694.93	.00	-4,719,491.71	65.9%
6313633	45311 COMMERCIAL FEL 2-CUB	-4,172,960	-4,172,960	-2,819,765.88	-349,393.62	.00	-1,353,194.12	67.6%
6313633	45312 COMMERCIAL CARTS SER	-218,371	-218,371	-129,308.29	-15,670.47	.00	-89,062.71	59.2%
6313633	45313 COMMERCIAL SPECIAL P	-21,570	-21,570	-9,231.08	-1,407.12	.00	-12,338.92	42.8%
6313633	45314 COMMERCIAL FOOD WAST	-55,836	-55,836	-138,110.42	-17,667.71	.00	82,274.42	247.4%
6313634	45320 INDUSTRIAL 30-CUBIC	-1,659,468	-1,659,468	-1,340,708.13	-192,642.45	.00	-318,759.87	80.8%
6313634	45321 INDUSTRIAL 13.4-CUBI	-1,180,147	-1,180,147	-975,033.58	-109,508.36	.00	-205,113.42	82.6%
6313634	45322 INDUSTRIAL 30YD PASS	-1,246,492	-1,246,492	-1,976,885.15	-239,268.72	.00	730,393.15	158.6%
6313634	45323 INDUSTRIAL 13.4YD PA	-293,552	-293,552	-272,820.77	-42,554.43	.00	-20,731.23	92.9%
6313634	45324 INDUSTRIAL SPECIAL P	-378,410	-378,410	-250,902.13	-30,176.81	.00	-127,507.87	66.3%
6313634	45325 INDUST SPEC P/U PASS	-602,811	-602,811	-300,857.64	-48,622.99	.00	-301,953.36	49.9%
6313634	45326 INDUSTRIAL RENTAL CH	-83,603	-83,603	-62,218.72	-7,385.83	.00	-21,384.28	74.4%
6313634	45327 WALKING FLOOR TRAIL	-521,881	-521,881	-291,486.39	-40,410.30	.00	-230,394.61	55.9%
6313634	45328 WALK FL TRAILER PASS	-776,529	-776,529	-476,349.16	-68,420.27	.00	-300,179.84	61.3%

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631	SOLID WASTE OPERATING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6313634 47000	MISCELLANEOUS REVENU	0	0	-368.54	-85.00	.00	368.54	100.0%
6313635 45340	DEL NORTE WASTE GATE	-9,688,673	-9,688,673	-6,144,429.41	-983,154.09	.00	-3,544,243.59	63.4%
6313635 45341	DEL NORTE HOST FEE	-27,718	-27,718	.00	.00	.00	-27,718.00	.0%
6313635 45342	DEL NORTE CONST-DEMO	-172,971	-172,971	.00	.00	.00	-172,971.00	.0%
6313635 47000	MISCELLANEOUS REVENU	-15,000	-15,000	2,972.07	.00	.00	-17,972.07	-19.8%
6313635 47700	OTHER REIMBURSEMENTS	-13,000	-13,000	229.65	.00	.00	-13,229.65	-1.8%
6313636 45330	DEL NORTE MRF RECYCL	-3,335,000	-3,335,000	-1,274,732.11	-63,585.40	.00	-2,060,267.89	38.2%
6313636 45331	DEL NORTE MRF E-WAST	-15,000	-15,000	-1,142.73	.00	.00	-13,857.27	7.6%
6313636 45332	DEL NORTE MRF MATTRE	-50,000	-50,000	-20,763.00	.00	.00	-29,237.00	41.5%
TOTAL SOLID WASTE OPERATING FUND		-58,938,448	-58,938,448	-38,843,013.11	-5,167,682.16	.00	-20,095,434.89	65.9%
TOTAL REVENUES		-58,938,448	-58,938,448	-38,843,013.11	-5,167,682.16	.00	-20,095,434.89	
632 SOLID WASTE CIP FUND								
6323630 49300 C2032	TRANSFERS IN -	0	-1,272,541	.00	.00	.00	-1,272,541.00	.0%
6323630 49300 C2122	TRANSFERS IN -	0	-1,267,041	.00	.00	.00	-1,267,041.27	.0%
6323630 49300 C2124	TRANSFERS IN -	0	-1,383,333	-1,204.00	.00	.00	-1,382,128.54	.1%
6323630 49300 C2125	TRANSFERS IN -	0	-9,312	.00	.00	.00	-9,311.95	.0%
6323630 49300 C2218	TRANSFERS IN -	0	-300,000	.00	.00	.00	-300,000.00	.0%
6323630 49300 C2538	TRANSFERS IN -	-200,000	-200,000	.00	.00	.00	-200,000.00	.0%
6323631 49300 C2423	TRANSFERS IN -	0	-519,396	.00	.00	.00	-519,396.00	.0%
6323639 49300 C2020	TRANSFERS IN -	0	-299,350	.00	.00	.00	-299,350.00	.0%
TOTAL SOLID WASTE CIP FUND		-200,000	-5,250,973	-1,204.00	.00	.00	-5,249,768.76	.0%
TOTAL REVENUES		-200,000	-5,250,973	-1,204.00	.00	.00	-5,249,768.76	
634 SOLID WASTE DEVELOPER FEE FUND								
6343632 45302	SOLID WASTE - RESID	-9,000	-9,000	-4,736.16	-720.72	.00	-4,263.84	52.6%
6343632 45303	SOLID WASTE - RESID	0	0	-2,022.62	-307.79	.00	2,022.62	100.0%
6343632 45304	SOLID WASTE - RESID	0	0	-2,592.56	-394.52	.00	2,592.56	100.0%
6343632 45305	SOLID WASTE - RESID	0	0	-2,166.14	-329.63	.00	2,166.14	100.0%
6343632 47100	INTEREST INC- INVEST	-19,972	-19,972	-6,257.87	.00	.00	-13,714.13	31.3%
6343633 45315	SOLID WASTE- COMM 2C	0	0	-796.00	.00	.00	796.00	100.0%
6343633 45316	SOLID WASTE- COMM 4C	-18,000	-18,000	-3,437.00	-1,473.00	.00	-14,563.00	19.1%
6343633 45317	SOLID WASTE - FRONT-	0	0	-2,677.68	-297.52	.00	2,677.68	100.0%
TOTAL SOLID WASTE DEVELOPER FEE F		-46,972	-46,972	-24,686.03	-3,523.18	.00	-22,285.97	52.6%
TOTAL REVENUES		-46,972	-46,972	-24,686.03	-3,523.18	.00	-22,285.97	
638 SOLID WASTE SEC - CONT PREV FU								

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638	SOLID WASTE SEC - CONT PREV FU	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6383639 45150	SOLID WASTE COMTAM P	-170,000	-170,000	7,505.52	-22.44	.00	-177,505.52	-4.4%
6383639 47100	INTEREST INC- INVEST	-23,855	-23,855	-7,230.22	.00	.00	-16,624.78	30.3%
	TOTAL SOLID WASTE SEC - CONT PREV	-193,855	-193,855	275.30	-22.44	.00	-194,130.30	- .1%
	TOTAL REVENUES	-193,855	-193,855	275.30	-22.44	.00	-194,130.30	
641 PERFORMING ARTS CENTER FUND								
6415601 43100	PACC VENDOR FACILITY	-233,000	-233,000	-197,939.25	-183,510.75	.00	-35,060.75	85.0%
6415601 43110	PACC VENDOR CONCESSI	-15,000	-15,000	-12,868.19	-9,936.59	.00	-2,131.81	85.8%
	TOTAL PERFORMING ARTS CENTER FUND	-248,000	-248,000	-210,807.44	-193,447.34	.00	-37,192.56	85.0%
	TOTAL REVENUES	-248,000	-248,000	-210,807.44	-193,447.34	.00	-37,192.56	
651 GOLF COURSE OPERATING FUND								
6513640 44100	GOLF COURSE - OPERAT	-6,146,450	-6,500,000	-4,444,897.61	-198,070.50	.00	-2,055,102.39	68.4%
6513640 47000	MISCELLANEOUS REVENU	-265,200	-265,200	.00	.00	.00	-265,200.00	.0%
6513640 47100	INTEREST INC- INVEST	-157,436	-157,436	-45,758.00	.00	.00	-111,678.00	29.1%
	TOTAL GOLF COURSE OPERATING FUND	-6,569,086	-6,922,636	-4,490,655.61	-198,070.50	.00	-2,431,980.39	64.9%
	TOTAL REVENUES	-6,569,086	-6,922,636	-4,490,655.61	-198,070.50	.00	-2,431,980.39	
652 GOLF COURSE CIP FUND								
6523640 49300 C2242	TRANSFERS IN -	0	-600,000	.00	.00	.00	-600,000.00	.0%
6523640 49300 C2312	TRANSFERS IN -	-150,000	-252,066	-25,484.51	.00	.00	-226,581.95	10.1%
6523640 49300 C2313	TRANSFERS IN -	-1,200,000	-1,637,561	-6,819.72	.00	.00	-1,630,740.94	.4%
	TOTAL GOLF COURSE CIP FUND	-1,350,000	-2,489,627	-32,304.23	.00	.00	-2,457,322.89	1.3%
	TOTAL REVENUES	-1,350,000	-2,489,627	-32,304.23	.00	.00	-2,457,322.89	
701 PUBLIC LIAB & PROP INSUR ISF								
7011704 47100	INTEREST INC- INVEST	-57,359	-57,359	4,519.53	.00	.00	-61,878.53	-7.9%

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701	PUBLIC LIAB & PROP INSUR ISF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7011704 49100	LIABILITY INSURANCE	-9,253,768	-9,253,768	-6,159,313.44	-781,011.18	.00	-3,094,454.56	66.6%
	TOTAL PUBLIC LIAB & PROP INSUR IS	-9,311,127	-9,311,127	-6,154,793.91	-781,011.18	.00	-3,156,333.09	66.1%
	TOTAL REVENUES	-9,311,127	-9,311,127	-6,154,793.91	-781,011.18	.00	-3,156,333.09	
702 WORKERS COMP INSUR ISF								
7021702 47100	INTEREST INC- INVEST	-399,564	-399,564	-302,142.91	.00	.00	-97,421.09	75.6%
7021702 47700	OTHER REIMBURSEMENTS	0	0	-1,379.10	-844.10	.00	1,379.10	100.0%
7021702 49110	WORKERS COMP INSURAN	-11,055,921	-11,055,921	-7,370,614.32	-921,326.79	.00	-3,685,306.68	66.7%
	TOTAL WORKERS COMP INSUR ISF	-11,455,485	-11,455,485	-7,674,136.33	-922,170.89	.00	-3,781,348.67	67.0%
	TOTAL REVENUES	-11,455,485	-11,455,485	-7,674,136.33	-922,170.89	.00	-3,781,348.67	
725 CUSTOMER BILLING OPS ISF								
7251623 47100	INTEREST INC- INVEST	-36,863	-36,863	-27,049.53	.00	.00	-9,813.47	73.4%
7251623 49120	INTERNAL UTILITY BIL	-3,032,741	-3,032,741	-2,021,827.36	-252,728.42	.00	-1,010,913.64	66.7%
	TOTAL CUSTOMER BILLING OPS ISF	-3,069,604	-3,069,604	-2,048,876.89	-252,728.42	.00	-1,020,727.11	66.7%
	TOTAL REVENUES	-3,069,604	-3,069,604	-2,048,876.89	-252,728.42	.00	-1,020,727.11	
731 INFORMATION TECHNOLOGY ISF								
7311801 47100	INTEREST INC- INVEST	-152,893	-152,893	-133,428.71	.00	.00	-19,464.29	87.3%
7311801 49130	IT INTERNAL SERVICE	-15,056,314	-15,056,314	-10,469,142.88	-1,686,292.86	.00	-4,587,171.12	69.5%
7311805 49130	IT INTERNAL SERVICE	-1,127,212	-1,127,212	-728,518.58	-116,891.74	.00	-398,693.42	64.6%
	TOTAL INFORMATION TECHNOLOGY ISF	-16,336,419	-16,336,419	-11,331,090.17	-1,803,184.60	.00	-5,005,328.83	69.4%
	TOTAL REVENUES	-16,336,419	-16,336,419	-11,331,090.17	-1,803,184.60	.00	-5,005,328.83	
732 IT CAPITAL								
7321801 47100	INTEREST INC- INVEST	1,050	1,050	.00	.00	.00	1,050.00	.0%
7321801 49300	C1404 TRANSFERS IN -	0	-289,103	.00	.00	.00	-289,103.36	.0%
7321805 49300	C2315 TRANSFERS IN -	0	-42,155	.00	.00	.00	-42,154.70	.0%

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732	IT CAPITAL	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL IT CAPITAL	1,050	-330,208	.00	.00	.00	-330,208.06	.0%
	TOTAL REVENUES	1,050	-330,208	.00	.00	.00	-330,208.06	
735 FACILITIES MAINTENANCE ISF								
7353740 43300	RENTAL REVENUE (SHOR	-39,609	-39,609	-32,243.26	-3,751.06	.00	-7,365.74	81.4%
7353740 47100	INTEREST INC- INVEST	-48,655	-48,655	-42,244.96	.00	.00	-6,410.04	86.8%
7353740 49140	FACILITIES INTERNAL	-8,377,200	-8,377,200	-5,584,723.12	-698,090.39	.00	-2,792,476.88	66.7%
	TOTAL FACILITIES MAINTENANCE ISF	-8,465,464	-8,465,464	-5,659,211.34	-701,841.45	.00	-2,806,252.66	66.9%
	TOTAL REVENUES	-8,465,464	-8,465,464	-5,659,211.34	-701,841.45	.00	-2,806,252.66	
741 FLEET SERVICES ISF								
7413750 43400	DAMAGE REIMBURSEMENT	-29,941	-29,941	-30,630.95	-4,068.55	.00	689.95	102.3%
7413750 47000	MISCELLANEOUS REVENU	-18,818	-18,818	.00	.00	.00	-18,818.00	.0%
7413750 47100	INTEREST INC- INVEST	-3,102	-3,102	-3,167.99	.00	.00	65.99	102.1%
7413750 47700	OTHER REIMBURSEMENTS	0	0	-1,736.57	.00	.00	1,736.57	100.0%
7413750 47800	SALES OF ASSETS	-2,324	-2,324	-588.22	-295.72	.00	-1,735.78	25.3%
7413750 49150	FLEET-EQUIPMENT MAIN	-9,958,337	-9,958,337	-5,445,277.22	-796,813.12	.00	-4,513,059.78	54.7%
	TOTAL FLEET SERVICES ISF	-10,012,522	-10,012,522	-5,481,400.95	-801,177.39	.00	-4,531,121.05	54.7%
	TOTAL REVENUES	-10,012,522	-10,012,522	-5,481,400.95	-801,177.39	.00	-4,531,121.05	
742 FLEET REPLACEMENT FUND								
7423750 47100	INTEREST INC- INVEST	-21,110	-21,110	-8,847.84	.00	.00	-12,262.16	41.9%
	TOTAL FLEET REPLACEMENT FUND	-21,110	-21,110	-8,847.84	.00	.00	-12,262.16	41.9%
	TOTAL REVENUES	-21,110	-21,110	-8,847.84	.00	.00	-12,262.16	
801 COFA DEBT SERVICE FUND								
8011001 47110	OTHER INTEREST INCOM	0	0	-2,933.57	.00	.00	2,933.57	100.0%
8011001 49900	TRANSFER IN - DEBT	-5,828,590	-5,828,590	-1,520,534.02	.00	.00	-4,308,055.98	26.1%

YEAR-TO-DATE BUDGET REPORT
REVENUE - FEBRUARY 2025

FOR 2025 08

801	COFA DEBT SERVICE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
8011001 49900 C1844	TRANSFER IN - D	-128,734	-128,734	-64,366.51	.00	.00	-64,367.49	50.0%
8011001 49900 C1845	TRANSFER IN - D	-92,300	-92,300	-46,149.58	.00	.00	-46,150.42	50.0%
8011001 49900 M1905	TRANSFER IN - D	-21,861	-21,861	-10,930.16	.00	.00	-10,930.84	50.0%
8013101 49900 M1805	TRANSFER IN - D	-1,665,500	-1,665,500	-180,250.00	.00	.00	-1,485,250.00	10.8%
TOTAL COFA DEBT SERVICE FUND		-7,736,985	-7,736,985	-1,825,163.84	.00	.00	-5,911,821.16	23.6%
TOTAL REVENUES		-7,736,985	-7,736,985	-1,825,163.84	.00	.00	-5,911,821.16	
850 RIVERPARK JPA FUND								
8501001 47100	INTEREST INC- INVEST	-24,272	-24,272	-5,099.55	.00	.00	-19,172.45	21.0%
TOTAL RIVERPARK JPA FUND		-24,272	-24,272	-5,099.55	.00	.00	-19,172.45	21.0%
TOTAL REVENUES		-24,272	-24,272	-5,099.55	.00	.00	-19,172.45	
GRAND TOTAL		-928,360,499*****	-396,451,369.03	-41,125,401.39		490.00	-888,455,703.19	30.9%

** END OF REPORT - Generated by James Costello **

YEAR-TO-DATE BUDGET REPORT
EXPENSES - FEBRUARY 2025

FOR 2025 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
101 GENERAL FUND							
50000 SALARIES - REGULAR	88,657,053	87,995,792	51,518,074.39	6,391,462.63	.00	36,477,717.11	58.5%
50100 SALARIES - TEMPORARY	1,780,409	1,773,657	1,088,912.10	136,509.10	.00	684,745.34	61.4%
50168 LEAVE BANK CASH OUT	2,058,789	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	4,418,630	4,449,566	6,427,046.36	1,029,335.65	.00	-1,977,480.36	144.4%
50210 OVERTIME-FLSA PUBLIC SAFETY	175,000	175,000	222,400.51	28,045.07	.00	-47,400.51	127.1%
50220 STATION COVERAGE OT	5,702,460	5,702,460	2,817,191.59	32,388.91	.00	2,885,268.41	49.4%
50230 CALLBACK	1,060,000	1,060,000	593,247.72	74,515.00	.00	466,752.28	56.0%
50400 VAC SICK COMP BUYBACK	0	0	313,498.13	158,303.09	.00	-313,498.13	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	639,060.36	116,258.79	.00	-639,060.36	100.0%
50900 VACANCY SAVINGS	-10,985,104	-10,985,104	.00	.00	.00	-10,985,104.00	.0%
51000 CALPERS PENSION NORMAL COST	10,377,957	10,347,308	5,303,983.08	401,551.30	.00	5,043,325.19	51.3%
51005 CALPERS PENS CARMAN NORMAL CO	-2	-2	1,781,454.36	893,959.35	.00	-1,781,456.36	%
51010 CALPERS PENSION UAL	5,976,934	5,976,934	3,984,622.64	498,077.83	.00	1,992,311.36	66.7%
51020 CALPERS UAL - PUBLIC SAFETY	18,364,255	18,364,255	2,242,836.72	280,354.59	.00	16,121,418.28	12.2%
51030 RETIREMENT ENHANCEMENT PLAN	2,117,936	2,117,936	1,439,971.82	230,709.92	.00	677,964.18	68.0%
51040 EARLY RETIREMENT INCENTIVE	38,450	38,450	38,449.87	.00	.00	.13	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	20,257,589	22,270,117	12,571,794.62	1,331,492.88	.00	9,698,322.17	56.5%
51168 SURVIVOR BENEFITS	0	0	23,903.94	23,453.94	.00	-23,903.94	100.0%
51200 OPOA RETIREE MEDICAL PLAN	2,088,748	2,088,748	530,791.43	4,302.20	.00	1,557,956.57	25.4%
51210 RETIREE HEALTH INS PLAN	592,672	592,672	363,191.50	55,010.50	.00	229,480.50	61.3%
51220 OPEB DISCRETIONARY CONTRIBUTI	5,000,000	5,000,000	.00	.00	.00	5,000,000.00	.0%
51300 WORKERS COMPENSATION	8,634,530	8,634,530	5,745,423.52	719,544.20	.00	2,889,106.48	66.5%
51400 AUTO ALLOWANCE	46,245	46,245	30,240.34	3,630.00	.00	16,004.66	65.4%
51410 UNIFORM ALLOWANCE	54,348	54,081	53,255.01	592.24	.00	825.99	98.5%
52000 POSTAGE	60,088	60,098	43,446.35	8,746.02	3,416.12	13,235.53	78.0%
52100 CHEMICALS	140,873	140,873	70,417.73	.00	45,426.87	25,028.40	82.2%
52110 REPAIR PARTS	0	0	437.50	437.50	.00	-437.50	100.0%
52200 SUBSCRIPTIONS & PUBLS	65,757	65,757	26,815.90	14,554.46	2,818.28	36,122.82	45.1%
52300 UNIFORMS	342,793	350,793	226,595.67	36,572.93	162,266.94	-38,069.61	110.9%
52310 TRAINING-WORKSHOP-MTGS	632,218	609,695	376,011.14	10,304.82	24,614.66	209,069.20	65.7%
52320 MILEAGE REIMBURSEMENTS	1,062	1,062	441.13	.00	.00	620.87	41.5%
52330 EDUCATION REIMBURSEMENT	24,614	24,614	24,257.92	4,547.50	.00	356.08	98.6%
52340 MEMBERSHIPS	330,959	334,959	341,260.96	12,986.64	465.00	-6,766.96	102.0%
52350 OTHER EXPENSE REIMB	81,776	71,776	50,227.12	6,221.37	.00	21,548.88	70.0%
52400 MINOR EQUIPMENT	1,908,654	1,692,201	786,846.74	92,134.12	523,346.86	382,007.35	77.4%
52500 COMMUNITY ACTIVITIES EXP	199,137	219,366	40,640.00	.00	115,200.00	63,526.00	71.0%
52600 SUPPLIES CUSTODIAL	129,400	129,400	44,054.34	3,979.33	26,502.47	58,843.19	54.5%
52610 SUPPLIES SAFETY	426,217	372,657	73,708.02	26,403.48	116,236.18	182,713.27	51.0%
52620 SUPPLIES OTHER	289,442	339,442	156,144.50	25,186.55	134,180.56	49,116.94	85.5%
52900 MISC SUPPLIES	444,950	441,726	217,645.32	26,525.95	219,641.10	4,439.58	99.0%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - FEBRUARY 2025

FOR 2025 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53000 SOFTWARE EXPENSE	24,038	24,038	14,430.35	90.44	486.56	9,121.09	62.1%
53001 SOFTWARE SUBSCRIPTION	21,500	19,500	1,495.00	.00	10,600.00	7,405.00	62.0%
53010 SERVICES PRINTING BINDING	104,282	108,282	36,718.09	2,264.53	19,032.89	52,531.02	51.5%
53020 INTERNAL PHOTOCOPING COSTS	89,550	87,750	61,962.74	20,918.86	1,078.86	24,708.40	71.8%
53110 SERVICES MEDICAL	31,957	31,957	23,874.00	.00	1,206.00	6,877.00	78.5%
53200 PROF SERVICES - OTHER	17,501,917	21,378,215	8,562,109.07	974,234.53	6,908,969.66	5,907,135.78	72.4%
53210 SERVICES AUDIT	246,300	246,300	195,270.00	85,530.00	36,900.00	14,130.00	94.3%
53220 SERVICES LEGAL SERVICES	824,142	1,121,688	441,511.29	29,254.50	365,493.53	314,683.28	71.9%
53230 ANIMAL SHELTER	2,647,278	2,647,278	1,325,209.18	666,502.24	1,322,068.82	.00	100.0%
53250 ADVERTISING	45,743	45,743	10,535.00	1,630.00	7,465.00	27,743.00	39.4%
53260 LEGAL ADVOCACY	82,416	82,416	50,744.00	6,868.00	31,672.00	.00	100.0%
53300 CONTRACT ELECTIONS EXPNS	100,000	100,000	2,775.00	.00	6,725.00	90,500.00	9.5%
53310 COUNTY PROP TAX ADMIN CHG	320,779	320,779	.81	.81	.00	320,778.19	.0%
53400 PROFESSIONAL SERVICES - HR	55,000	55,000	22,642.57	1,504.00	31,727.94	629.49	98.9%
53410 BACKGROUND CHECKING	174,239	178,239	157,658.00	.00	652.95	19,928.05	88.8%
53500 BANK CHARGES	229,662	229,662	43,176.36	6,019.59	66,983.52	119,502.12	48.0%
53710 PRIOR YEAR REFUNDS	0	369,084	.00	.00	.00	369,083.93	.0%
54010 UTILITY EXPENSE-ELECTRIC	2,962,525	2,962,525	1,434,848.95	492,948.30	.00	1,527,676.05	48.4%
54020 UTILITY EXPENSE - GAS	66,625	66,625	29,450.52	1,943.06	.00	37,174.48	44.2%
54030 UTILITY EXPENSE- WASTEWATER	113,498	113,498	67,418.22	5,186.98	.00	46,079.78	59.4%
54040 UTILITY EXPENSE WATER	1,506,728	1,506,728	1,133,106.70	95,499.17	.00	373,621.30	75.2%
54050 UTIL EXP REFUSE AND DISPOSE	354,693	354,693	225,250.43	32,997.29	.00	129,442.57	63.5%
54070 INTERNET CHARGES	3,606	3,606	.00	.00	.00	3,606.00	.0%
54080 TELEPHONE CHGS	601,522	605,142	340,733.98	76,674.24	17,385.71	247,022.31	59.2%
55010 BUILDING MAINT & REPAIR	177,566	456,941	115,191.40	22,170.16	75,504.57	266,245.03	41.7%
55020 EQUIPMENT MAINTENANCE	56,857	120,333	23,610.10	8,430.49	46,695.36	50,027.54	58.4%
55030 VEHICLE MAINTENANCE	62,209	62,209	39,647.75	5,810.75	48,381.05	-25,819.80	141.5%
56030 CAPEX - VEHICLES	120,000	252,868	.00	.00	.00	252,867.88	.0%
56040 CAPEX - MACHINERY/EQUIP	18,000	568,422	51,336.89	17,711.94	185,704.25	331,381.15	41.7%
57000 RENTALS & LEASES	2,349,040	2,339,148	1,053,756.88	103,803.45	1,017,067.36	268,323.76	88.5%
57110 TAXES AND FILING FEES	0	0	9,785.00	.00	.00	-9,785.00	100.0%
57300 LEASE PMT CAP GROWTH FEES	988,611	988,611	189,905.64	.00	.00	798,705.36	19.2%
57400 CONTRIBUTION TO OTHER FND	95,000	95,000	95,000.00	.00	.00	.00	100.0%
57410 CONTRIBUTION TO OTHER AGCY	156,053	156,053	82,526.39	.00	78,026.39	-4,499.78	102.9%
57500 PRINCIPAL PAYMENTS	1,821,057	1,821,057	.00	.00	.00	1,821,057.00	.0%
57510 INTEREST & PENALTIES EXPENSE	54,632	54,632	.00	.00	.00	54,632.00	.0%
57800 FOR CONTINGENCIES	3,065,875	2,616,633	134.13	.00	.00	2,616,499.34	.0%
57850 RESERVE APPROP. SAL ADJ	1,561,760	1,561,760	.00	.00	.00	1,561,760.00	.0%
59200 IT & DATA PROCESSING CHGS	9,563,517	9,563,517	6,376,678.08	796,959.76	.00	3,186,838.92	66.7%
59300 LIABILITY INSURANCE CHGS	6,174,218	6,174,218	4,116,145.36	514,518.17	.00	2,058,072.64	66.7%
59400 TELEPHONE CHGS HIPC	770,782	770,782	513,854.64	64,231.83	.00	256,927.36	66.7%
59500 FLEET EQUIP MAINT ISF CHG	4,549,601	4,549,601	2,633,090.02	418,320.61	.00	1,916,510.98	57.9%
59700 FACILITY CHG MAINTENANCE	6,918,265	6,918,265	4,612,176.48	576,522.06	.00	2,306,088.52	66.7%
59800 TRANSFERS OUT - CIP	12,150,000	34,559,124	2,510,804.82	.00	.00	32,048,319.08	7.3%

YEAR-TO-DATE BUDGET REPORT

EXPENSES - FEBRUARY 2025

FOR 2025 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59810 TRANSFERS OUT - CITY MATCH	0	37,232	.00	.00	.00	37,232.28	.0%
59900 TRANSFERS OUT - DEBT	4,039,275	4,039,275	1,146,870.91	.00	.00	2,892,404.09	28.4%
59910 TRANSFERS OUT - STORM WATER	1,727,179	1,727,179	892,808.58	.00	.00	834,370.42	51.7%
59920 TRANSFERS OUT - SP. DIST.	295,825	295,825	.00	.00	.00	295,825.00	.0%
59930 TRANSFERS OUT - TRAFFIC SAFET	330,000	330,000	148,487.38	.00	.00	181,512.62	45.0%
TOTAL GENERAL FUND	256,648,161	283,274,498	139,001,031.06	17,706,643.62	11,653,942.46	132,619,524.26	53.2%

104 HALF CENT SALES TAX - MEAS 0

50000 SALARIES - REGULAR	720,943	842,888	363,720.15	36,290.18	.00	479,167.85	43.2%
50100 SALARIES - TEMPORARY	281,539	347,573	188,045.23	12,839.38	.00	159,527.77	54.1%
50168 LEAVE BANK CASH OUT	15,091	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	2,014.92	525.21	.00	-2,014.92	100.0%
50400 VAC SICK COMP BUYBACK	0	0	1,895.93	932.43	.00	-1,895.93	100.0%
51000 CALPERS PENSION NORMAL COST	65,980	78,297	40,260.08	3,824.32	.00	38,036.92	51.4%
51010 CALPERS PENSION UAL	122,026	134,229	89,486.08	11,185.76	.00	44,742.92	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	27,729	44,470	23,945.33	2,519.27	.00	20,524.67	53.8%
51160 CITY PAID EMPLOYEE BENEFITS	243,539	297,165	140,026.03	12,333.38	.00	157,138.97	47.1%
51210 RETIREE HEALTH INS PLAN	0	0	188.65	94.88	.00	-188.65	100.0%
51300 WORKERS COMPENSATION	41,949	41,949	27,966.00	3,495.75	.00	13,983.00	66.7%
52000 POSTAGE	3,000	3,000	.00	.00	.00	3,000.00	.0%
52300 UNIFORMS	6,583	6,583	.00	.00	4,000.00	2,583.00	60.8%
52400 MINOR EQUIPMENT	342,512	410,890	246,897.59	17,700.48	176,325.12	-12,333.01	103.0%
52600 SUPPLIES CUSTODIAL	26,157	26,157	1,692.42	.00	.00	24,464.58	6.5%
52610 SUPPLIES SAFETY	4,500	4,500	1,058.31	742.93	2,441.69	1,000.00	77.8%
52620 SUPPLIES OTHER	120,625	500	5,123.33	1,656.66	3,240.51	-7,863.84	1672.8%
52900 MISC SUPPLIES	4,900	4,900	5,079.47	.00	4,208.74	-4,388.21	189.6%
53002 IT MAINT/SUPPORT - ANNUAL	0	0	.00	.00	3,543.12	-3,543.12	100.0%
53010 SERVICES PRINTING BINDING	28,000	28,000	23,049.75	.00	1,197.83	3,752.42	86.6%
53200 PROF SERVICES - OTHER	996,855	1,159,912	255,904.76	31,894.54	349,433.99	554,572.79	52.2%
53210 SERVICES AUDIT	5,400	5,400	5,400.00	5,400.00	5,400.00	-5,400.00	200.0%
53300 CONTRACT ELECTIONS EXPNS	150,000	150,000	.00	.00	.00	150,000.00	.0%
53600 HOUSING ASSIST LOAN GRANT	0	1,106,785	987,571.00	.00	36,455.70	82,758.00	92.5%
54010 UTILITY EXPENSE-ELECTRIC	13,365	13,365	11,779.04	1,397.89	.00	1,585.96	88.1%
54030 UTILITY EXPENSE- WASTEWATER	2,034	2,034	1,770.82	138.98	.00	263.18	87.1%
54040 UTILITY EXPENSE WATER	82,029	82,029	114,318.75	14,530.24	.00	-32,289.75	139.4%
54050 UTIL EXP REFUSE AND DISPOSE	15,067	15,067	11,033.00	1,381.05	.00	4,034.00	73.2%
54080 TELEPHONE CHGS	2,500	2,500	3,325.75	.00	.00	-825.75	133.0%
55010 BUILDING MAINT & REPAIR	0	4,022	.00	.00	.00	4,021.66	.0%
55020 EQUIPMENT MAINTENANCE	0	0	71.74	.00	.00	-71.74	100.0%
56040 CAPEX - MACHINERY/EQUIP	2,000	2,000	.00	.00	7,739.53	-5,739.53	387.0%

YEAR-TO-DATE BUDGET REPORT
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FOR 2025 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57000 RENTALS & LEASES	699	699	.00	.00	1,000.00	-301.00	143.1%
57400 CONTRIBUTION TO OTHER FND	3,838	3,838	.00	.00	.00	3,838.00	.0%
57500 PRINCIPAL PAYMENTS	955,000	955,000	955,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	390,944	390,944	207,409.38	.00	.00	183,534.62	53.1%
59200 IT & DATA PROCESSING CHGS	111,640	111,640	74,426.72	9,303.34	.00	37,213.28	66.7%
59300 LIABILITY INSURANCE CHGS	75,403	79,570	53,046.64	6,630.83	.00	26,523.36	66.7%
59400 TELEPHONE CHGS HIPC	14,068	14,068	9,378.64	1,172.33	.00	4,689.36	66.7%
59500 FLEET EQUIP MAINT ISF CHG	37,991	37,991	34,217.43	6,652.41	.00	3,773.57	90.1%
59600 INDIRECT PRORATED CST CHG	130,508	130,508	87,005.36	10,875.67	.00	43,502.64	66.7%
59800 TRANSFERS OUT - CIP	14,501,000	27,007,237	7,031,464.94	.00	.00	19,975,771.68	26.0%
59810 TRANSFERS OUT - CITY MATCH	0	50,924	.00	.00	.00	50,924.00	.0%
59900 TRANSFERS OUT - DEBT	1,908,395	1,908,395	301,696.25	.00	.00	1,606,698.75	15.8%
59940 TRANSFERS OUT - MEASURE O	1,514,671	1,514,671	880,842.00	110,105.25	.00	633,829.00	58.2%
TOTAL HALF CENT SALES TAX - MEAS	22,968,480	37,019,698	12,186,111.49	303,623.16	594,986.23	24,238,600.50	34.5%

105 STREET MAINTENANCE (IUF) FUND

59800 TRANSFERS OUT - CIP	619,000	634,823	355,375.86	.00	.00	279,447.01	56.0%
TOTAL STREET MAINTENANCE (IUF) FU	619,000	634,823	355,375.86	.00	.00	279,447.01	56.0%

114 STORM WATER MANAGEMENT FUND

50000 SALARIES - REGULAR	399,677	399,677	227,764.92	42,411.30	.00	171,912.08	57.0%
50100 SALARIES - TEMPORARY	0	0	70.71	70.71	.00	-70.71	100.0%
50168 LEAVE BANK CASH OUT	9,232	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	52,500	52,500	8,600.03	.00	.00	43,899.97	16.4%
50400 VAC SICK COMP BUYBACK	0	0	964.53	659.64	.00	-964.53	100.0%
51000 CALPERS PENSION NORMAL COST	40,367	40,367	22,490.06	2,932.16	.00	17,876.94	55.7%
51010 CALPERS PENSION UAL	62,232	62,232	41,488.00	5,186.00	.00	20,744.00	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	9,068	9,068	4,412.46	1,351.91	.00	4,655.54	48.7%
51160 CITY PAID EMPLOYEE BENEFITS	108,382	117,614	56,403.79	4,114.21	.00	61,210.21	48.0%
51210 RETIREE HEALTH INS PLAN	0	0	103.00	35.75	.00	-103.00	100.0%
51300 WORKERS COMPENSATION	29,339	29,339	19,559.36	2,444.92	.00	9,779.64	66.7%
52100 CHEMICALS	25,000	25,000	23,219.71	.00	.00	1,780.29	92.9%
52310 TRAINING-WORKSHOP-MTGS	3,000	3,000	.00	.00	.00	3,000.00	.0%
52400 MINOR EQUIPMENT	35,500	35,500	.00	.00	15,800.00	19,700.00	44.5%
53200 PROF SERVICES - OTHER	674,500	674,500	294,731.79	.00	270,342.39	109,425.82	83.8%
54010 UTILITY EXPENSE-ELECTRIC	2,500	2,500	1,744.44	372.07	.00	755.56	69.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54050 UTIL EXP REFUSE AND DISPOSE	275,000	275,000	228,302.13	22,550.20	.00	46,697.87	83.0%
54090 UNLEADED FUEL	10,000	10,000	10,000.00	.00	.00	.00	100.0%
57000 RENTALS & LEASES	110,000	110,000	5,644.34	1,651.24	51,655.66	52,700.00	52.1%
57110 TAXES AND FILING FEES	60,000	60,000	54,953.00	.00	.00	5,047.00	91.6%
59200 IT & DATA PROCESSING CHGS	56,936	56,936	37,957.36	4,744.67	.00	18,978.64	66.7%
59300 LIABILITY INSURANCE CHGS	59,188	59,188	39,458.64	4,932.33	.00	19,729.36	66.7%
59500 FLEET EQUIP MAINT ISF CHG	1,124	1,124	1,486.10	768.71	.00	-362.10	132.2%
59600 INDIRECT PRORATED CST CHG	45,543	45,543	30,362.00	3,795.25	.00	15,181.00	66.7%
TOTAL STORM WATER MANAGEMENT FUND	2,069,088	2,069,088	1,109,716.37	98,021.07	337,798.05	621,573.58	70.0%
119 PUBLIC SAFETY RETIREMENT FUND							
51000 CALPERS PENSION NORMAL COST	0	0	2,346,526.86	.00	.00	-2,346,526.86	100.0%
51005 CALPERS PENS CARMAN NORMAL CO	7,733,278	7,733,278	1,121,432.76	.00	.00	6,611,845.24	14.5%
51020 CALPERS UAL - PUBLIC SAFETY	11,106,053	11,106,053	7,404,035.36	925,504.42	.00	3,702,017.64	66.7%
53310 COUNTY PROP TAX ADMIN CHG	106,789	106,789	.16	.16	.00	106,788.84	.0%
TOTAL PUBLIC SAFETY RETIREMENT FU	18,946,120	18,946,120	10,871,995.14	925,504.58	.00	8,074,124.86	57.4%
120 MAINT ASSMNT DIST							
50000 SALARIES - REGULAR	1,377,366	1,377,366	626,062.60	77,185.00	.00	751,303.40	45.5%
50100 SALARIES - TEMPORARY	30,000	30,000	10,868.65	225.00	.00	19,131.35	36.2%
50168 LEAVE BANK CASH OUT	31,817	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	378,326	378,326	140,710.86	.00	.00	237,615.14	37.2%
50400 VAC SICK COMP BUYBACK	0	0	3,737.57	1,835.47	.00	-3,737.57	100.0%
51000 CALPERS PENSION NORMAL COST	139,114	139,114	60,431.91	7,308.06	.00	78,682.09	43.4%
51005 CALPERS PENS CARMAN NORMAL CO	0	0	1,546.67	673.41	.00	-1,546.67	100.0%
51010 CALPERS PENSION UAL	190,721	190,721	127,147.36	15,893.42	.00	63,573.64	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	1,504.84	738.31	.00	-1,504.84	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	342,386	374,203	183,403.43	19,214.36	.00	190,799.57	49.0%
51210 RETIREE HEALTH INS PLAN	0	0	730.82	369.20	.00	-730.82	100.0%
51300 WORKERS COMPENSATION	101,745	101,745	67,830.00	8,478.75	.00	33,915.00	66.7%
52000 POSTAGE	0	0	2.32	.00	.00	-2.32	100.0%
52200 SUBSCRIPTIONS & PUBLS	5,000	5,000	1,230.96	.00	5,069.04	-1,300.00	126.0%
52300 UNIFORMS	5,000	5,000	1,196.11	.00	6,303.89	-2,500.00	150.0%
52310 TRAINING-WORKSHOP-MTGS	34,819	34,819	5,686.62	1,325.00	25,407.85	3,724.53	89.3%
52340 MEMBERSHIPS	0	0	4,212.72	1,963.72	.00	-4,212.72	100.0%
52400 MINOR EQUIPMENT	65,000	65,000	15,226.56	809.76	138,485.87	-88,712.43	236.5%

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52600 SUPPLIES CUSTODIAL	59,000	59,000	16,580.93	288.16	31,419.07	11,000.00	81.4%
52610 SUPPLIES SAFETY	0	0	452.30	.00	247.70	-700.00	100.0%
52900 MISC SUPPLIES	141,000	141,000	29,559.28	1,940.03	60,257.89	51,182.83	63.7%
53200 PROF SERVICES - OTHER	5,974,233	5,989,700	2,022,691.56	255,947.84	2,074,350.72	1,892,657.72	68.4%
53310 COUNTY PROP TAX ADMIN CHG	24,055	24,055	12,388.90	.00	.00	11,666.10	51.5%
54010 UTILITY EXPENSE-ELECTRIC	236,607	236,607	84,215.04	16,714.54	.00	152,391.96	35.6%
54030 UTILITY EXPENSE- WASTEWATER	7,300	7,300	5,928.46	527.64	.00	1,371.54	81.2%
54040 UTILITY EXPENSE WATER	911,365	911,365	737,918.41	45,395.68	.00	173,446.59	81.0%
54050 UTIL EXP REFUSE AND DISPOSE	21,000	21,000	12,874.99	1,611.57	.00	8,125.01	61.3%
54080 TELEPHONE CHGS	5,352	5,352	8,624.56	503.89	.00	-3,272.56	161.1%
56040 CAPEX - MACHINERY/EQUIP	50,000	50,000	.00	.00	37,418.13	12,581.87	74.8%
57000 RENTALS & LEASES	250,000	250,000	9,038.16	1,129.77	4,519.08	236,442.76	5.4%
59020 TRANSFERS OUT - INTRAFUND	3,609,415	3,255,897	336,868.88	.00	.00	2,919,028.12	10.3%
59025 TRANSFERS OUT - INTERFUND	0	353,518	.00	.00	.00	353,518.00	.0%
59200 IT & DATA PROCESSING CHGS	174,493	174,493	116,328.64	14,541.08	.00	58,164.36	66.7%
59300 LIABILITY INSURANCE CHGS	205,064	205,064	136,709.36	17,088.67	.00	68,354.64	66.7%
59400 TELEPHONE CHGS HIPC	3,948	3,948	2,632.00	329.00	.00	1,316.00	66.7%
59500 FLEET EQUIP MAINT ISF CHG	63,705	63,705	32,265.66	3,356.55	.00	31,439.34	50.6%
59600 INDIRECT PRORATED CST CHG	227,581	227,581	151,720.56	18,965.07	.00	75,860.44	66.7%
59700 FACILITY CHG MAINTENANCE	26,650	26,650	17,766.64	2,220.83	.00	8,883.36	66.7%
59800 TRANSFERS OUT - CIP	0	1,567,107	7,818.47	.00	.00	1,559,289.00	.5%
TOTAL MAINT ASSMNT DIST	14,692,062	16,274,636	4,993,912.80	516,579.78	2,383,479.24	8,897,244.43	45.3%

181 STATE GAS TAX FUND

50000 SALARIES - REGULAR	1,489,353	1,489,353	853,939.93	103,391.47	.00	635,413.07	57.3%
50100 SALARIES - TEMPORARY	0	0	18,925.47	5,661.58	.00	-18,925.47	100.0%
50168 LEAVE BANK CASH OUT	34,404	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	60,000	60,000	119,926.03	20,318.25	.00	-59,926.03	199.9%
50400 VAC SICK COMP BUYBACK	0	0	5,126.24	2,543.51	.00	-5,126.24	100.0%
51000 CALPERS PENSION NORMAL COST	150,425	150,425	83,191.85	10,177.84	.00	67,233.15	55.3%
51010 CALPERS PENSION UAL	266,925	266,925	177,950.00	22,243.75	.00	88,975.00	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	81,260	81,260	46,708.55	5,943.50	.00	34,551.45	57.5%
51160 CITY PAID EMPLOYEE BENEFITS	465,404	499,808	254,599.17	30,407.07	.00	245,208.83	50.9%
51210 RETIREE HEALTH INS PLAN	22,819	22,819	13,447.22	1,840.85	.00	9,371.78	58.9%
51300 WORKERS COMPENSATION	118,627	118,627	79,084.64	9,885.58	.00	39,542.36	66.7%
51400 AUTO ALLOWANCE	420	420	265.82	32.30	.00	154.18	63.3%
52300 UNIFORMS	0	0	.00	.00	1,000.00	-1,000.00	100.0%
52310 TRAINING-WORKSHOP-MTGS	2,500	2,500	744.30	.00	.00	1,755.70	29.8%
52400 MINOR EQUIPMENT	163,860	163,860	61,714.78	6,276.46	30,412.47	71,732.75	56.2%
52900 MISC SUPPLIES	1,473	1,473	1,023.00	.00	.00	450.00	69.5%

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53020 INTERNAL PHOTOCOPING COSTS	1,200	1,200	472.39	145.51	.00	727.61	39.4%
53200 PROF SERVICES - OTHER	500,000	500,000	244,725.76	25,455.82	162,021.10	93,253.14	81.3%
54010 UTILITY EXPENSE-ELECTRIC	221,683	221,683	92,804.12	-277,658.76	.00	128,878.88	41.9%
54080 TELEPHONE CHGS	10,000	10,000	9,022.92	.00	.00	977.08	90.2%
57000 RENTALS & LEASES	50,000	50,000	30,129.54	.00	15,370.46	4,500.00	91.0%
57500 PRINCIPAL PAYMENTS	785,000	785,000	785,000.00	.00	.00	.00	100.0%
57510 INTEREST & PENALTIES EXPENSE	527,238	527,238	527,237.50	260,675.00	.00	.50	100.0%
59200 IT & DATA PROCESSING CHGS	244,212	244,212	162,808.00	20,351.00	.00	81,404.00	66.7%
59300 LIABILITY INSURANCE CHGS	239,328	239,328	159,551.92	19,943.99	.00	79,776.08	66.7%
59400 TELEPHONE CHGS HIPC	9,982	9,982	6,654.64	831.83	.00	3,327.36	66.7%
59500 FLEET EQUIP MAINT ISF CHG	315,219	315,219	201,223.02	10,350.81	.00	113,995.98	63.8%
59600 INDIRECT PRORATED CST CHG	216,424	216,424	143,840.00	17,980.00	.00	72,584.00	66.5%
59700 FACILITY CHG MAINTENANCE	335,683	335,683	223,788.64	27,973.58	.00	111,894.36	66.7%
59800 TRANSFERS OUT - CIP	0	106,276	.00	.00	.00	106,276.30	.0%
TOTAL STATE GAS TAX FUND	6,313,439	6,419,715	4,303,905.45	324,770.94	208,804.03	1,907,005.82	70.3%
182 TRAFFIC SAFETY FUND							
50000 SALARIES - REGULAR	245,748	245,748	102,353.78	18,190.59	.00	143,394.22	41.6%
50100 SALARIES - TEMPORARY	211	211	.00	.00	.00	211.00	.0%
50168 LEAVE BANK CASH OUT	5,677	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	753.09	464.72	.00	-753.09	100.0%
51000 CALPERS PENSION NORMAL COST	24,821	24,821	10,190.19	1,837.29	.00	14,630.81	41.1%
51010 CALPERS PENSION UAL	73,214	73,214	48,809.36	6,101.17	.00	24,404.64	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	20,626	20,626	5,697.55	1,107.70	.00	14,928.45	27.6%
51160 CITY PAID EMPLOYEE BENEFITS	90,011	95,688	34,748.45	5,410.68	.00	60,939.55	36.3%
51300 WORKERS COMPENSATION	27,303	27,303	18,202.00	2,275.25	.00	9,101.00	66.7%
53200 PROF SERVICES - OTHER	0	3,782	.00	.00	.00	3,782.00	.0%
59200 IT & DATA PROCESSING CHGS	66,984	66,984	44,656.00	5,582.00	.00	22,328.00	66.7%
59300 LIABILITY INSURANCE CHGS	16,046	16,046	10,697.36	1,337.17	.00	5,348.64	66.7%
59600 INDIRECT PRORATED CST CHG	44,653	44,653	29,768.72	3,721.09	.00	14,884.28	66.7%
59800 TRANSFERS OUT - CIP	0	85,380	615.07	.00	.00	84,765.04	.7%
TOTAL TRAFFIC SAFETY FUND	615,294	704,456	306,491.57	46,027.66	.00	397,964.54	43.5%
185 ROAD MAINT & REHAB ACT FUND							
53200 PROF SERVICES - OTHER	150,000	442,742	119,099.75	.00	38,167.50	285,474.71	35.5%
59000 TRANSFERS OUT (LABOR)	500,000	2,833,277	276,479.13	.00	.00	2,556,798.07	9.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	4,000,000	5,871,119	3,871,118.52	.00	.00	2,000,000.00	65.9%
TOTAL ROAD MAINT & REHAB ACT FUND	4,650,000	9,147,138	4,266,697.40	.00	38,167.50	4,842,272.78	47.1%
191 ASSET SEIZURE FUND - FED							
52310 TRAINING-WORKSHOP-MTGS	0	24,649	27,134.03	.00	.00	-2,484.76	110.1%
52400 MINOR EQUIPMENT	0	26,995	2,310.16	2,310.16	.00	24,684.79	8.6%
53200 PROF SERVICES - OTHER	0	31,313	4,500.00	.00	.00	26,813.00	14.4%
56040 CAPEX - MACHINERY/EQUIP	0	26,102	.00	.00	.00	26,102.00	.0%
TOTAL ASSET SEIZURE FUND - FED	0	109,059	33,944.19	2,310.16	.00	75,115.03	31.1%
192 ASSET SEIZURE FUND - STATE							
52310 TRAINING-WORKSHOP-MTGS	0	18,486	-51.12	.00	.00	18,537.30	-.3%
52400 MINOR EQUIPMENT	0	20,501	2,877.60	348.95	12,122.35	5,501.48	73.2%
53200 PROF SERVICES - OTHER	0	1,500	3,250.00	3,250.00	.00	-1,750.00	216.7%
TOTAL ASSET SEIZURE FUND - STATE	0	40,488	6,076.48	3,598.95	12,122.35	22,288.78	44.9%
200 FEDERAL GRANTS FUND							
50000 SALARIES - REGULAR	69,465	1,403,876	517,480.18	55,296.99	.00	886,396.10	36.9%
50100 SALARIES - TEMPORARY	19,174	3,500	2,720.00	2,720.00	.00	780.00	77.7%
50168 LEAVE BANK CASH OUT	1,605	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	211,580	117,636.31	21,072.56	.00	93,943.55	55.6%
50210 OVERTIME-FLSA PUBLIC SAFETY	0	0	14,933.53	2,386.84	.00	-14,933.53	100.0%
50220 STATION COVERAGE OT	0	314,455	106,921.03	40,126.74	.00	207,534.42	34.0%
50400 VAC SICK COMP BUYBACK	0	0	2,677.29	1,255.64	.00	-2,677.29	100.0%
51000 CALPERS PENSION NORMAL COST	7,016	156,471	16,330.34	611.74	.00	140,140.34	10.4%
51005 CALPERS PENS CARMAN NORMAL CO	-1	-1	16,983.51	7,992.98	.00	-16,984.51*****%	.0%
51010 CALPERS PENSION UAL	12,203	0	.00	.00	.00	.00	.0%
51030 RETIREMENT ENHANCEMENT PLAN	16,741	0	1,504.97	810.06	.00	-1,504.97	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	-59,307	422,761	150,503.45	15,230.61	.00	272,257.63	35.6%
51300 WORKERS COMPENSATION	49,016	74,174	35,695.22	4,084.67	.00	38,478.40	48.1%
51410 UNIFORM ALLOWANCE	0	0	2,752.96	.00	.00	-2,752.96	100.0%
52310 TRAINING-WORKSHOP-MTGS	0	69,468	31,092.19	1,575.00	.00	38,375.36	44.8%

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52400 MINOR EQUIPMENT	0	320,316	148,027.54	.00	.00	172,288.68	46.2%
52900 MISC SUPPLIES	0	19,000	.00	.00	.00	19,000.00	.0%
53200 PROF SERVICES - OTHER	145,050	292,654	.00	.00	.00	292,654.43	.0%
59300 LIABILITY INSURANCE CHGS	32,638	57,447	18,980.64	2,372.58	.00	38,466.36	33.0%
59800 TRANSFERS OUT - CIP	4,084,825	12,805,246	138,881.72	.00	.00	12,666,364.23	1.1%
TOTAL FEDERAL GRANTS FUND	4,378,425	16,150,947	1,323,120.88	155,536.41	.00	14,827,826.24	8.2%
201 CDGB FUND							
50000 SALARIES - REGULAR	298,564	323,076	203,483.45	29,599.74	.00	119,593.03	63.0%
50100 SALARIES - TEMPORARY	124,101	123,364	73,713.90	4,624.00	.00	49,650.03	59.8%
50168 LEAVE BANK CASH OUT	6,896	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	1,423.53	725.17	.00	-1,423.53	100.0%
51000 CALPERS PENSION NORMAL COST	30,155	32,374	20,727.51	2,989.59	.00	11,645.99	64.0%
51030 RETIREMENT ENHANCEMENT PLAN	4,385	4,385	4,324.93	1,626.83	.00	60.07	98.6%
51160 CITY PAID EMPLOYEE BENEFITS	61,023	75,713	55,674.87	5,893.55	.00	20,037.84	73.5%
51210 RETIREE HEALTH INS PLAN	0	0	492.31	247.78	.00	-492.31	100.0%
52000 POSTAGE	500	500	261.99	17.90	.00	238.01	52.4%
52310 TRAINING-WORKSHOP-MTGS	4,600	13,130	650.00	.00	.00	12,480.00	5.0%
52320 MILEAGE REIMBURSEMENTS	200	200	.00	.00	.00	200.00	.0%
52400 MINOR EQUIPMENT	2,250	2,250	1,201.81	.00	.00	1,048.19	53.4%
52900 MISC SUPPLIES	7,298	7,298	1,797.19	1,466.86	500.00	5,000.81	31.5%
53020 INTERNAL PHOTOCOPING COSTS	2,250	2,250	159.56	20.13	.00	2,090.44	7.1%
53200 PROF SERVICES - OTHER	630,908	1,609,928	170,025.95	25,552.56	507,438.67	932,463.53	42.1%
53220 SERVICES LEGAL SERVICES	800	800	.00	.00	.00	800.00	.0%
53250 ADVERTISING	8,000	8,000	8,259.00	2,970.00	2,030.00	-2,289.00	128.6%
53600 HOUSING ASSIST LOAN GRANT	1,014,387	2,026,146	27,000.00	.00	949,361.23	1,049,784.42	48.2%
54020 UTILITY EXPENSE - GAS	0	12,000	.00	.00	.00	12,000.00	.0%
54030 UTILITY EXPENSE- WASTEWATER	0	371	.00	.00	.00	371.00	.0%
54040 UTILITY EXPENSE WATER	0	4,052	.00	.00	.00	4,052.00	.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	11,029	.00	.00	.00	11,029.00	.0%
54080 TELEPHONE CHGS	600	600	1,054.67	.00	.00	-454.67	175.8%
57000 RENTALS & LEASES	0	814,538	.00	.00	.00	814,538.00	.0%
57400 CONTRIBUTION TO OTHER FND	0	49,025	.00	.00	.00	49,025.00	.0%
57410 CONTRIBUTION TO OTHER AGCY	117,000	227,000	.00	.00	.00	227,000.00	.0%
59800 TRANSFERS OUT - CIP	0	1,593,847	6,087.65	.00	.00	1,587,759.22	.4%
TOTAL CDGB FUND	2,313,917	6,941,875	576,338.32	75,734.11	1,459,329.90	4,906,207.07	29.3%
202 HOME FUND							

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202	HOME FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	0	119,180	34.66	34.66	.00	119,145.34	.0%
50400	VAC SICK COMP BUYBACK	0	0	.80	.80	.00	-.80	100.0%
51000	CALPERS PENSION NORMAL COST	0	0	3.50	3.50	.00	-3.50	100.0%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	.35	.35	.00	-.35	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	20,000	1.70	1.70	.00	19,998.30	.0%
51210	RETIREE HEALTH INS PLAN	0	0	.35	.35	.00	-.35	100.0%
52000	POSTAGE	600	600	64.68	3.73	.00	535.32	10.8%
52310	TRAINING-WORKSHOP-MTGS	2,100	2,100	282.59	.00	.00	1,817.41	13.5%
52320	MILEAGE REIMBURSEMENTS	120	120	.00	.00	.00	120.00	.0%
52400	MINOR EQUIPMENT	2,250	2,250	.00	.00	.00	2,250.00	.0%
52900	MISC SUPPLIES	250	250	.00	.00	500.00	-250.00	200.0%
53020	INTERNAL PHOTOCOPING COSTS	500	500	.00	.00	.00	500.00	.0%
53200	PROF SERVICES - OTHER	51,066	246,223	13,202.00	.00	79,628.00	153,392.55	37.7%
53220	SERVICES LEGAL SERVICES	25,000	102,523	.00	.00	7,081.92	95,441.00	6.9%
53250	ADVERTISING	5,000	10,258	235.00	.00	3,265.00	6,758.00	34.1%
53600	HOUSING ASSIST LOAN GRANT	666,651	4,186,156	.00	.00	40,000.00	4,146,156.36	1.0%
57800	FOR CONTINGENCIES	115,330	384,306	.00	.00	.00	384,306.00	.0%
TOTAL HOME FUND		868,867	5,074,466	13,825.63	45.09	130,474.92	4,930,165.28	2.8%
203 EMERGENCY SHELTER FUND								
50000	SALARIES - REGULAR	10,282	22,005	6,625.71	845.54	.00	15,379.29	30.1%
50168	LEAVE BANK CASH OUT	238	0	.00	.00	.00	.00	.0%
50400	VAC SICK COMP BUYBACK	0	0	38.61	19.54	.00	-38.61	100.0%
51000	CALPERS PENSION NORMAL COST	1,038	2,350	669.24	85.40	.00	1,680.76	28.5%
51030	RETIREMENT ENHANCEMENT PLAN	0	0	16.72	8.46	.00	-16.72	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	4,033	6,827	1,463.72	158.04	.00	5,363.28	21.4%
51210	RETIREE HEALTH INS PLAN	0	0	16.72	8.46	.00	-16.72	100.0%
53200	PROF SERVICES - OTHER	109,000	145,217	13,406.00	.00	23,471.00	108,340.00	25.4%
57410	CONTRIBUTION TO OTHER AGCY	83,292	146,166	19,774.24	.00	57,139.66	69,252.00	52.6%
TOTAL EMERGENCY SHELTER FUND		207,883	322,565	42,010.96	1,125.44	80,610.66	199,943.28	38.0%
204 ARPA								
50100	SALARIES - TEMPORARY	0	19,636	.00	.00	.00	19,635.71	.0%
52400	MINOR EQUIPMENT	0	44,573	19,431.78	3,777.12	23,766.02	1,375.09	96.9%
52600	SUPPLIES CUSTODIAL	0	7,658	7,658.06	.00	.00	.00	100.0%
52620	SUPPLIES OTHER	0	24,738	7,687.16	140.13	17,050.64	.00	100.0%

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52900 MISC SUPPLIES	0	14,242	7,868.48	.00	5,502.95	870.21	93.9%
53200 PROF SERVICES - OTHER	0	1,737,282	530,294.38	47,164.73	1,311,651.35	-104,663.55	106.0%
53270 CONSTRUCTION SERVICES	0	217,278	.00	.00	216,454.20	823.30	99.6%
57000 RENTALS & LEASES	0	46,125	46,125.00	.00	.00	.00	100.0%
57400 CONTRIBUTION TO OTHER FND	0	-1,000	.00	.00	.00	-1,000.00	.0%
59000 TRANSFERS OUT (LABOR)	0	2,469	232.56	.00	.00	2,236.70	9.4%
59025 TRANSFERS OUT - INTERFUND	0	8,178,890	8,178,889.51	.00	.00	.00	100.0%
59800 TRANSFERS OUT - CIP	0	2,409,463	263,899.33	.00	.00	2,145,563.24	11.0%
TOTAL ARPA	0	12,701,352	9,062,086.26	51,081.98	1,574,425.16	2,064,840.70	83.7%

210 STATE & LOCAL GRANTS FUND

50000 SALARIES - REGULAR	1,955,935	2,809,828	1,108,592.59	147,454.67	.00	1,701,235.75	39.5%
50100 SALARIES - TEMPORARY	3,019,643	3,476,044	1,098,731.85	179,532.21	.00	2,377,312.11	31.6%
50168 LEAVE BANK CASH OUT	45,183	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	40,000	845,009	270,017.35	30,456.14	.00	574,991.59	32.0%
50400 VAC SICK COMP BUYBACK	0	0	7,495.36	3,790.01	.00	-7,495.36	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	17,227.24	.00	.00	-17,227.24	100.0%
51000 CALPERS PENSION NORMAL COST	201,167	225,644	118,219.77	16,130.67	.00	107,424.58	52.4%
51010 CALPERS PENSION UAL	452,878	452,878	301,919.20	37,739.90	.00	150,958.80	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	19,311	19,311	15,476.83	8,057.59	.00	3,834.17	80.1%
51160 CITY PAID EMPLOYEE BENEFITS	685,042	796,325	459,976.56	50,933.38	.00	336,348.55	57.8%
51210 RETIREE HEALTH INS PLAN	0	0	719.64	361.40	.00	-719.64	100.0%
51300 WORKERS COMPENSATION	111,234	182,103	74,844.93	9,269.50	.00	107,258.36	41.1%
52300 UNIFORMS	20,000	72,935	12,557.12	266.66	26,233.34	34,144.54	53.2%
52310 TRAINING-WORKSHOP-MTGS	17,000	134,927	9,091.29	2,210.00	.00	125,836.19	6.7%
52320 MILEAGE REIMBURSEMENTS	0	6,424	1,951.97	.00	.00	4,472.03	30.4%
52330 EDUCATION REIMBURSEMENT	10,000	0	.00	.00	.00	.00	.0%
52340 MEMBERSHIPS	0	901	550.00	.00	.00	351.00	61.0%
52400 MINOR EQUIPMENT	61,509	404,603	44,689.63	1,492.61	47,816.32	312,097.42	22.9%
52510 PUBLIC OUTREACH	0	3,327	.00	.00	.00	3,326.78	.0%
52610 SUPPLIES SAFETY	0	0	87.50	.00	.00	-87.50	100.0%
52620 SUPPLIES OTHER	20,000	25,728	2,911.94	770.72	33,719.37	-10,903.32	142.4%
52900 MISC SUPPLIES	15,000	138,929	11,410.71	397.71	6,330.70	121,187.30	12.8%
53010 SERVICES PRINTING BINDING	0	5,467	.00	.00	.00	5,467.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	5,000	5,000	2,492.32	676.96	.00	2,507.68	49.8%
53200 PROF SERVICES - OTHER	31,500	4,987,961	2,039,949.51	208,318.98	1,839,643.62	1,108,367.59	77.8%
53210 SERVICES AUDIT	0	23,092	.00	.00	.00	23,092.00	.0%
53250 ADVERTISING	0	74,175	9,335.00	3,885.00	20,662.46	44,177.54	40.4%
53600 HOUSING ASSIST LOAN GRANT	0	751,473	.00	.00	.00	751,473.00	.0%
54050 UTIL EXP REFUSE AND DISPOSE	0	1,505	.00	.00	.00	1,504.80	.0%

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54080 TELEPHONE CHGS	33,600	33,600	13,932.56	.00	.00	19,667.44	41.5%
56040 CAPEX - MACHINERY/EQUIP	0	23,087	.00	.00	.00	23,087.21	.0%
57410 CONTRIBUTION TO OTHER AGCY	0	1,030,801	.00	.00	.00	1,030,801.00	.0%
58100 GENERAL LIABILITY INSURANCE	0	31	.00	.00	.00	31.30	.0%
59000 TRANSFERS OUT (LABOR)	0	113,933	16,139.34	.00	.00	97,793.71	14.2%
59300 LIABILITY INSURANCE CHGS	132,177	132,177	88,117.52	11,014.69	.00	44,059.48	66.7%
59800 TRANSFERS OUT - CIP	98,049,899	135,496,630	2,837,353.84	-2,950.00	.00	132,659,276.50	2.1%
TOTAL STATE & LOCAL GRANTS FUND	104,926,078	152,273,850	8,563,791.57	709,808.80	1,974,405.81	141,735,652.36	6.9%
212 TRANSPORT DEV ACT (TDA) FUND							
50000 SALARIES - REGULAR	40,914	40,914	16,205.65	1,850.26	.00	24,708.35	39.6%
50100 SALARIES - TEMPORARY	0	0	11,954.25	1,606.50	.00	-11,954.25	100.0%
50168 LEAVE BANK CASH OUT	945	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	85.91	45.39	.00	-85.91	100.0%
51000 CALPERS PENSION NORMAL COST	4,132	4,132	1,595.08	186.88	.00	2,536.92	38.6%
51010 CALPERS PENSION UAL	7,322	7,322	4,881.36	610.17	.00	2,440.64	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	444.70	105.12	.00	-444.70	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	7,697	8,642	3,253.39	227.79	.00	5,388.61	37.6%
51210 RETIREE HEALTH INS PLAN	0	0	32.80	16.40	.00	-32.80	100.0%
51300 WORKERS COMPENSATION	3,229	3,229	2,152.64	269.08	.00	1,076.36	66.7%
52610 SUPPLIES SAFETY	0	2,000	.00	.00	.00	2,000.00	.0%
52620 SUPPLIES OTHER	2,500	10,900	135.63	.00	9,864.37	900.00	91.7%
53200 PROF SERVICES - OTHER	771,410	771,021	399,602.58	58,351.57	370,682.41	736.27	99.9%
53270 CONSTRUCTION SERVICES	0	11,889	4,992.00	.00	6,896.80	.00	100.0%
54010 UTILITY EXPENSE-ELECTRIC	50,000	48,600	37,256.78	4,158.51	.00	11,343.22	76.7%
54030 UTILITY EXPENSE- WASTEWATER	6,000	2,500	2,970.54	431.55	.00	-470.54	118.8%
54040 UTILITY EXPENSE WATER	10,000	10,000	10,531.76	928.74	.00	-531.76	105.3%
54050 UTIL EXP REFUSE AND DISPOSE	8,000	8,000	6,318.51	799.09	.00	1,681.49	79.0%
54080 TELEPHONE CHGS	3,800	3,800	2,940.05	357.63	.00	859.95	77.4%
55010 BUILDING MAINT & REPAIR	35,477	35,477	.00	.00	.00	35,477.00	.0%
59000 TRANSFERS OUT (LABOR)	5,000	812	.00	.00	.00	812.34	.0%
59200 IT & DATA PROCESSING CHGS	6,698	6,698	4,465.36	558.17	.00	2,232.64	66.7%
59300 LIABILITY INSURANCE CHGS	6,515	6,515	4,343.36	542.92	.00	2,171.64	66.7%
59400 TELEPHONE CHGS HIPC	7,104	7,104	4,736.00	592.00	.00	2,368.00	66.7%
59600 INDIRECT PRORATED CST CHG	63,149	63,149	42,099.36	5,262.42	.00	21,049.64	66.7%
59800 TRANSFERS OUT - CIP	0	1,475,302	74,369.35	.00	.00	1,400,933.07	5.0%
TOTAL TRANSPORT DEV ACT (TDA) FUN	1,039,892	2,528,007	635,367.06	76,900.19	387,443.58	1,505,196.18	40.5%
220 STATE HOUSING (LHTFP) GRANT							

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220	STATE HOUSING (LHTFP) GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50000	SALARIES - REGULAR	0	6,021	236.22	.00	.00	5,784.76	3.9%
51000	CALPERS PENSION NORMAL COST	0	0	23.86	.00	.00	-23.86	100.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	60.13	.00	.00	-60.13	100.0%
53200	PROF SERVICES - OTHER	0	316,078	61,633.20	2,545.00	974,780.80	-720,335.94	327.9%
53600	HOUSING ASSIST LOAN GRANT	0	1,140,112	500,000.00	.00	385,095.00	255,016.80	77.6%
	TOTAL STATE HOUSING (LHTFP) GRANT	0	1,462,211	561,953.41	2,545.00	1,359,875.80	-459,618.37	131.4%
301 CAPITAL OUTLAY FUND								
50000	SALARIES - REGULAR	0	419,862	6,642.38	.00	.00	413,219.54	1.6%
50200	OVERTIME WAGES	0	759,163	172,603.22	.00	.00	586,559.33	22.7%
51000	CALPERS PENSION NORMAL COST	0	15,877	692.85	.00	.00	15,183.89	4.4%
51010	CALPERS PENSION UAL	0	17,914	.00	.00	.00	17,914.00	.0%
51030	RETIREMENT ENHANCEMENT PLAN	0	458	.00	.00	.00	458.00	.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	71,432	4,160.60	.00	.00	67,271.88	5.8%
51300	WORKERS COMPENSATION	0	80,062	7,223.29	.00	.00	72,838.86	9.0%
52310	TRAINING-WORKSHOP-MTGS	0	78,384	27,732.22	.00	.00	50,651.77	35.4%
52400	MINOR EQUIPMENT	0	606,792	293,170.54	867.00	88,835.94	224,785.35	63.0%
52600	SUPPLIES CUSTODIAL	0	13,136	6,263.24	.00	.00	6,873.08	47.7%
52900	MISC SUPPLIES	0	30,000	5,898.03	.00	2,917.26	21,184.71	29.4%
53000	SOFTWARE EXPENSE	0	25,027	1,506.00	1,506.00	.01	23,521.46	6.0%
53200	PROF SERVICES - OTHER	0	34,701,149	4,746,860.71	660,364.53	22,858,248.27	7,096,040.22	79.6%
53220	SERVICES LEGAL SERVICES	0	6,032	.00	.00	.00	6,032.00	.0%
53250	ADVERTISING	0	9,385	7,849.00	.00	.00	1,536.00	83.6%
53270	CONSTRUCTION SERVICES	0	135,904,713	17,238,023.58	1,676,602.18	82,985,929.74	35,680,759.85	73.7%
55010	BUILDING MAINT & REPAIR	0	682,548	7,141.86	.00	.00	675,405.84	1.0%
55020	EQUIPMENT MAINTENANCE	0	95,575	.00	.00	.00	95,575.00	.0%
56010	CAPEX - BUILDINGS	1,500,000	6,122,983	46,550.00	46,550.00	216,550.15	5,859,882.75	4.3%
56020	CAPEX - IMPRV OTH. THN BLDGS	1,250,000	14,216,673	19,662.79	.00	1,451,827.98	12,745,182.19	10.4%
56030	CAPEX - VEHICLES	0	609,656	410,383.90	24,276.66	5,292.18	193,979.54	68.2%
56040	CAPEX - MACHINERY/EQUIP	5,566,000	15,034,373	913,840.53	174,609.91	1,912,940.55	12,207,591.53	18.8%
56050	CAPEX - INFRASTRUCTURE	125,148,724	30,467,074	.00	.00	1,286,487.22	29,180,586.95	4.2%
57800	FOR CONTINGENCIES	0	8,978,300	.00	.00	.00	8,978,299.56	.0%
59000	TRANSFERS OUT (LABOR)	0	4,487,522	949,085.49	.00	.00	3,538,436.23	21.1%
59300	LIABILITY INSURANCE CHGS	0	39,107	.00	.00	.00	39,107.00	.0%
	TOTAL CAPITAL OUTLAY FUND	133,464,724	253,473,196	24,865,290.23	2,584,776.28	110,809,029.30	117,798,876.53	53.5%

311 PEG FEES FUND

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311	PEG FEES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800	TRANSFERS OUT - CIP	0	342,488	1,377.08	.00	.00	341,111.15	.4%
	TOTAL PEG FEES FUND	0	342,488	1,377.08	.00	.00	341,111.15	.4%
313 2022 LEASE PURCH EQUIP FUND								
59800	TRANSFERS OUT - CIP	0	1,355,055	358,144.07	.00	.00	996,911.23	26.4%
	TOTAL 2022 LEASE PURCH EQUIP FUND	0	1,355,055	358,144.07	.00	.00	996,911.23	26.4%
314 2014 LEASE REV BOND FUND								
59800	TRANSFERS OUT - CIP	0	960,869	7,613.46	.00	.00	953,255.54	.8%
	TOTAL 2014 LEASE REV BOND FUND	0	960,869	7,613.46	.00	.00	953,255.54	.8%
315 2006 TAB HERO/SW/ORMOND FUND								
59800	TRANSFERS OUT - CIP	0	662,342	.00	.00	.00	662,341.51	.0%
	TOTAL 2006 TAB HERO/SW/ORMOND FUN	0	662,342	.00	.00	.00	662,341.51	.0%
320 LOST PUBLIC SECTOR REV FUND								
50000	SALARIES - REGULAR	0	141,178	.00	.00	.00	141,178.14	.0%
50500	MISC PAYROLL EXPENSE	0	300	.00	.00	.00	300.00	.0%
51000	CALPERS PENSION NORMAL COST	0	5,824	.00	.00	.00	5,824.36	.0%
51160	CITY PAID EMPLOYEE BENEFITS	0	38,098	.00	.00	.00	38,097.55	.0%
52400	MINOR EQUIPMENT	0	94,562	29,759.84	18,296.05	24,662.38	40,140.24	57.6%
52600	SUPPLIES CUSTODIAL	0	47,910	.00	.00	.00	47,909.79	.0%
52620	SUPPLIES OTHER	0	4,827	1,450.73	1,450.73	.00	3,376.47	30.1%
52900	MISC SUPPLIES	0	100,702	2,227.00	.00	.00	98,475.09	2.2%
53200	PROF SERVICES - OTHER	0	7,455,279	474,800.40	5,000.00	22,201.02	6,958,277.93	6.7%
53250	ADVERTISING	0	11,954	.00	.00	.00	11,953.76	.0%
53270	CONSTRUCTION SERVICES	0	3,629,124	.00	.00	.00	3,629,123.96	.0%
56030	CAPEX - VEHICLES	0	65,880	2,487.56	2,487.56	4,943.63	58,448.66	11.3%

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56040 CAPEX - MACHINERY/EQUIP	0	1,084,111	590,000.26	.00	.00	494,110.99	54.4%
59000 TRANSFERS OUT (LABOR)	0	321,318	2,661.81	.00	.00	318,656.38	.8%
59800 TRANSFERS OUT - CIP	0	16,461,503	151,295.59	.00	.00	16,310,207.38	.9%
TOTAL LOST PUBLIC SECTOR REV FUND	0	29,462,571	1,254,683.19	27,234.34	51,807.03	28,156,080.70	4.4%
350 DEVELOPMENT IMPACT FEES FUND							
53200 PROF SERVICES - OTHER	0	302	.00	.00	.00	302.00	.0%
53700 DEVELOPER REIMBURSEMENTS	2,745,000	2,745,000	.00	.00	.00	2,745,000.00	.0%
59600 INDIRECT PRORATED CST CHG	23,047	23,047	15,364.64	1,920.58	.00	7,682.36	66.7%
59800 TRANSFERS OUT - CIP	560,000	10,533,535	1,051,095.25	2,950.00	.00	9,482,439.74	10.0%
59900 TRANSFERS OUT - DEBT	535,976	535,976	102,957.46	.00	.00	433,018.54	19.2%
TOTAL DEVELOPMENT IMPACT FEES FUN	3,864,023	13,837,860	1,169,417.35	4,870.58	.00	12,668,442.64	8.5%
351 QUIMBY FUND							
59800 TRANSFERS OUT - CIP	0	5,065,898	12,808.51	.00	.00	5,053,089.09	.3%
TOTAL QUIMBY FUND	0	5,065,898	12,808.51	.00	.00	5,053,089.09	.3%
360 OTH. DEVPT FEES FUND							
50000 SALARIES - REGULAR	658,669	658,669	406,853.67	55,631.65	.00	251,815.33	61.8%
50100 SALARIES - TEMPORARY	38,000	38,000	25,980.88	1,311.50	.00	12,019.12	68.4%
50168 LEAVE BANK CASH OUT	15,215	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	5,000	5,000	8,169.38	2,704.11	.00	-3,169.38	163.4%
50400 VAC SICK COMP BUYBACK	0	0	2,710.09	1,362.35	.00	-2,710.09	100.0%
51000 CALPERS PENSION NORMAL COST	79,593	79,593	43,474.69	2,878.49	.00	36,118.31	54.6%
51005 CALPERS PENS CARMAN NORMAL CO	-1	-1	23,053.84	11,550.48	.00	-23,054.84*****%	
51010 CALPERS PENSION UAL	10,373	10,373	6,915.28	864.41	.00	3,457.72	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	1,426	1,426	1,653.82	581.65	.00	-227.82	116.0%
51160 CITY PAID EMPLOYEE BENEFITS	125,260	140,475	77,069.33	8,737.65	.00	63,405.67	54.9%
51210 RETIREE HEALTH INS PLAN	0	0	373.88	187.74	.00	-373.88	100.0%
51300 WORKERS COMPENSATION	61,654	61,654	41,102.64	5,137.83	.00	20,551.36	66.7%
51410 UNIFORM ALLOWANCE	1,600	1,600	1,600.00	.00	.00	.00	100.0%
52000 POSTAGE	2,600	2,600	2,425.31	106.91	.00	174.69	93.3%

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52200 SUBSCRIPTIONS & PUBLS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52300 UNIFORMS	3,000	3,000	510.28	176.70	4,289.72	-1,800.00	160.0%
52310 TRAINING-WORKSHOP-MTGS	15,000	15,000	5,119.04	.00	.00	9,880.96	34.1%
52320 MILEAGE REIMBURSEMENTS	500	500	.00	.00	.00	500.00	.0%
52340 MEMBERSHIPS	500	500	100.00	.00	.00	400.00	20.0%
52400 MINOR EQUIPMENT	22,350	22,350	1,387.18	.00	.00	20,962.82	6.2%
52610 SUPPLIES SAFETY	3,000	3,000	.00	.00	.00	3,000.00	.0%
52900 MISC SUPPLIES	13,250	13,250	2,576.95	387.87	9,933.61	739.44	94.4%
53010 SERVICES PRINTING BINDING	3,750	3,750	.00	.00	.00	3,750.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	3,500	3,500	23.71	.00	4,504.34	-1,028.05	129.4%
53110 SERVICES MEDICAL	5,500	5,500	.00	.00	1,000.00	4,500.00	18.2%
53200 PROF SERVICES - OTHER	191,000	294,514	19,113.78	780.88	20,585.04	254,815.62	13.5%
53220 SERVICES LEGAL SERVICES	100,000	100,000	472.50	.00	23,017.54	76,509.96	23.5%
53250 ADVERTISING	2,500	2,500	.00	.00	.00	2,500.00	.0%
53600 HOUSING ASSIST LOAN GRANT	0	325,003	.00	.00	125,002.95	200,000.00	38.5%
54080 TELEPHONE CHGS	10,529	10,529	2,006.96	199.37	.00	8,522.04	19.1%
55030 VEHICLE MAINTENANCE	22,000	22,000	.00	.00	.00	22,000.00	.0%
57300 LEASE PMT CAP GROWTH FEES	22,994	22,994	4,416.87	.00	.00	18,577.13	19.2%
59200 IT & DATA PROCESSING CHGS	65,310	65,310	46,040.00	5,442.50	.00	19,270.00	70.5%
59300 LIABILITY INSURANCE CHGS	35,817	35,817	23,878.00	2,984.75	.00	11,939.00	66.7%
59400 TELEPHONE CHGS HIPC	2,272	2,272	1,514.64	189.33	.00	757.36	66.7%
59500 FLEET EQUIP MAINT ISF CHG	13,461	13,461	21,323.96	3,727.62	.00	-7,862.96	158.4%
59600 INDIRECT PRORATED CST CHG	46,188	46,188	30,633.28	3,829.16	.00	15,554.72	66.3%
59700 FACILITY CHG MAINTENANCE	17,435	17,435	11,623.36	1,452.92	.00	5,811.64	66.7%
59800 TRANSFERS OUT - CIP	0	2,647,343	1,522,294.98	.00	.00	1,125,047.98	57.5%
TOTAL OTH. DEVPT FEES FUND	1,600,745	4,676,605	2,334,418.30	110,225.87	188,333.20	2,153,853.85	53.9%

420 HOUSING SUC AGCY FUND

50000 SALARIES - REGULAR	56,419	56,419	12,030.56	491.78	.00	44,388.44	21.3%
50168 LEAVE BANK CASH OUT	1,303	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	14.66	14.66	.00	-14.66	100.0%
51000 CALPERS PENSION NORMAL COST	5,698	5,698	1,210.78	49.66	.00	4,487.22	21.2%
51010 CALPERS PENSION UAL	4,881	4,881	3,254.00	406.75	.00	1,627.00	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	4.68	4.68	.00	-4.68	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	8,129	9,432	2,332.80	175.54	.00	7,099.20	24.7%
51300 WORKERS COMPENSATION	2,774	2,774	1,849.36	231.17	.00	924.64	66.7%
52320 MILEAGE REIMBURSEMENTS	1,500	1,500	.00	.00	.00	1,500.00	.0%
52400 MINOR EQUIPMENT	300	300	.00	.00	.00	300.00	.0%
52900 MISC SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
53020 INTERNAL PHOTOCOPING COSTS	1,000	1,000	.00	.00	.00	1,000.00	.0%

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53200 PROF SERVICES - OTHER	57,675	236,192	13,735.58	.00	.00	222,455.98	5.8%
53220 SERVICES LEGAL SERVICES	30,000	30,000	.00	.00	.00	30,000.00	.0%
53600 HOUSING ASSIST LOAN GRANT	25,000	1,550,000	1,125,000.00	.00	375,000.00	50,000.00	96.8%
59300 LIABILITY INSURANCE CHGS	2,991	2,991	1,994.00	249.25	.00	997.00	66.7%
TOTAL HOUSING SUC AGCY FUND	198,670	1,902,187	1,161,426.42	1,623.49	375,000.00	365,760.14	80.8%
429 CDC SUCCESSOR AGENCY FUND							
50000 SALARIES - REGULAR	0	48,000	-16,063.30	.00	.00	64,063.30	-33.5%
52900 MISC SUPPLIES	0	23,000	.00	.00	.00	23,000.00	.0%
53200 PROF SERVICES - OTHER	0	12,000	17,492.54	365.63	21,935.07	-27,427.61	328.6%
53210 SERVICES AUDIT	0	10,000	.00	.00	.00	10,000.00	.0%
53220 SERVICES LEGAL SERVICES	0	23,000	11,100.00	4,075.00	51,975.00	-40,075.00	274.2%
53700 DEVELOPER REIMBURSEMENTS	0	2,266,488	2,156,264.00	.00	.00	110,224.00	95.1%
54030 UTILITY EXPENSE- WASTEWATER	0	23,000	1,205.28	94.16	.00	21,794.72	5.2%
54040 UTILITY EXPENSE WATER	0	23,000	2,238.00	198.17	.00	20,762.00	9.7%
55020 EQUIPMENT MAINTENANCE	0	23,000	.00	.00	.00	23,000.00	.0%
57500 PRINCIPAL PAYMENTS	2,095,000	2,095,000	2,095,000.00	.00	.00	.00	100.0%
57501 LOAN TO PRIVATE OPERATOR	0	1,822,800	1,215,200.00	.00	.00	607,600.00	66.7%
57510 INTEREST & PENALTIES EXPENSE	1,111,951	1,111,951	730,512.45	531,913.25	.00	381,438.55	65.7%
59020 TRANSFERS OUT - INTRAFUND	150,000	0	.00	.00	.00	.00	.0%
59025 TRANSFERS OUT - INTERFUND	0	150,000	.00	.00	.00	150,000.00	.0%
59500 FLEET EQUIP MAINT ISF CHG	892	892	.00	.00	.00	892.00	.0%
60500 DEBT OFFSET	0	0	-2,095,000.00	.00	.00	2,095,000.00	100.0%
TOTAL CDC SUCCESSOR AGENCY FUND	3,357,843	7,632,131	4,117,948.97	536,646.21	73,910.07	3,440,271.96	54.9%
481 DOWNTOWN IMPROVEMENT DISTRICT							
53200 PROF SERVICES - OTHER	0	76,428	.00	.00	.00	76,427.87	.0%
59600 INDIRECT PRORATED CST CHG	8,802	8,802	5,868.00	733.50	.00	2,934.00	66.7%
59800 TRANSFERS OUT - CIP	0	48,934	.00	.00	.00	48,934.00	.0%
TOTAL DOWNTOWN IMPROVEMENT DISTRI	8,802	134,164	5,868.00	733.50	.00	128,295.87	4.4%
500 BOND ASSESSMENT DISTRICTS							

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500	BOND ASSESSMENT DISTRICTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
52000	POSTAGE	1,500	1,500	.00	.00	.00	1,500.00	.0%
52900	MISC SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
53200	PROF SERVICES - OTHER	73,000	89,500	46,426.67	.00	13,681.33	29,392.00	67.2%
53210	SERVICES AUDIT	500	500	.00	.00	.00	500.00	.0%
53310	COUNTY PROP TAX ADMIN CHG	11,145	11,145	5,485.62	.00	.00	5,659.38	49.2%
57500	PRINCIPAL PAYMENTS	2,525,000	2,525,000	2,525,000.00	.00	.00	.00	100.0%
57510	INTEREST & PENALTIES EXPENSE	1,565,942	1,565,942	1,564,208.43	756,755.64	.00	1,733.57	99.9%
59020	TRANSFERS OUT - INTRAFUND	39,600	39,600	.00	.00	.00	39,600.00	.0%
59600	INDIRECT PRORATED CST CHG	18,892	18,892	12,594.64	1,574.33	.00	6,297.36	66.7%
	TOTAL BOND ASSESSMENT DISTRICTS	4,238,079	4,254,579	4,153,715.36	758,329.97	13,681.33	87,182.31	98.0%
541 DEVELOPER/OTHER DEPOSITS FUND								
52310	TRAINING-WORKSHOP-MTGS	0	27,274	5,785.96	.00	2,507.80	18,980.23	30.4%
52350	OTHER EXPENSE REIMB	0	3,333	2,843.00	2,843.00	.00	490.00	85.3%
53200	PROF SERVICES - OTHER	0	7,137,036	75,735.47	13,750.95	290,021.52	6,771,279.40	5.1%
	TOTAL DEVELOPER/OTHER DEPOSITS FU	0	7,167,643	84,364.43	16,593.95	292,529.32	6,790,749.63	5.3%
542 PAYROLL CLEARING FUND								
50000	SALARIES - REGULAR	0	0	83.39	.00	.00	-83.39	100.0%
50400	VAC SICK COMP BUYBACK	3,201,104	3,201,104	2,250,691.24	52,980.72	.00	950,412.76	70.3%
51160	CITY PAID EMPLOYEE BENEFITS	0	0	29,392.17	794.99	.00	-29,392.17	100.0%
	TOTAL PAYROLL CLEARING FUND	3,201,104	3,201,104	2,280,166.80	53,775.71	.00	920,937.20	71.2%
545 HOUSING AUTHORITY PAYROLL FUND								
50000	SALARIES - REGULAR	3,791,914	3,791,914	2,152,121.72	252,685.37	.00	1,639,792.28	56.8%
50100	SALARIES - TEMPORARY	0	0	38,245.23	4,378.50	.00	-38,245.23	100.0%
50168	LEAVE BANK CASH OUT	87,594	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	0	0	46,066.97	4,587.80	.00	-46,066.97	100.0%
50400	VAC SICK COMP BUYBACK	0	0	13,130.39	6,586.45	.00	-13,130.39	100.0%
50410	WORKERS COMP SALARY CONTINUE	0	0	45.94	.00	.00	-45.94	100.0%
51000	CALPERS PENSION NORMAL COST	382,983	382,983	216,640.73	25,808.24	.00	166,342.27	56.6%
51010	CALPERS PENSION UAL	578,386	578,386	.00	.00	.00	578,386.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51030 RETIREMENT ENHANCEMENT PLAN	341,439	341,439	190,988.55	23,751.17	.00	150,450.45	55.9%
51040 EARLY RETIREMENT INCENTIVE	3,516	3,516	3,516.10	.00	.00	-.10	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	1,082,567	1,170,161	660,181.86	63,985.31	.00	509,979.14	56.4%
51210 RETIREE HEALTH INS PLAN	40,088	40,088	24,526.98	3,656.77	.00	15,561.02	61.2%
51400 AUTO ALLOWANCE	2,520	2,520	1,335.07	.00	.00	1,184.93	53.0%
TOTAL HOUSING AUTHORITY PAYROLL F	6,311,007	6,311,007	3,346,799.54	385,439.61	.00	2,964,207.46	53.0%
561 OXNARD DOWNTOWN MGT DIST FUND							
53310 COUNTY PROP TAX ADMIN CHG	0	0	501.19	.00	.00	-501.19	100.0%
57410 CONTRIBUTION TO OTHER AGCY	0	0	199,500.00	.00	.00	-199,500.00	100.0%
TOTAL OXNARD DOWNTOWN MGT DIST FU	0	0	200,001.19	.00	.00	-200,001.19	100.0%
571 CONTRIBUTIONS TRUST FUND							
51160 CITY PAID EMPLOYEE BENEFITS	0	130	.00	.00	.00	129.79	.0%
52300 UNIFORMS	0	5,155	1,464.83	.00	.00	3,689.95	28.4%
52310 TRAINING-WORKSHOP-MTGS	0	222,168	1,741.50	425.00	.00	220,426.13	.8%
52400 MINOR EQUIPMENT	0	108,992	.00	.00	.00	108,992.26	.0%
52620 SUPPLIES OTHER	0	120,282	10,755.35	1,556.81	2,950.00	106,576.21	11.4%
52900 MISC SUPPLIES	0	3,000	2,404.63	2,404.63	.00	595.37	80.2%
53020 INTERNAL PHOTOCOPING COSTS	0	1,534	.00	.00	.00	1,534.43	.0%
53200 PROF SERVICES - OTHER	0	764,093	4,261.20	.00	.00	759,831.88	.6%
55010 BUILDING MAINT & REPAIR	0	1,650,000	32,439.80	.00	.00	1,617,560.20	2.0%
56040 CAPEX - MACHINERY/EQUIP	0	1,732	.00	.00	.00	1,731.72	.0%
59800 TRANSFERS OUT - CIP	0	1,680	.00	.00	.00	1,680.00	.0%
TOTAL CONTRIBUTIONS TRUST FUND	0	2,878,765	53,067.31	4,386.44	2,950.00	2,822,747.94	1.9%
601 WATER OPERATING FUND							
50000 SALARIES - REGULAR	6,332,445	6,332,445	3,557,343.48	457,645.61	.00	2,775,101.52	56.2%
50100 SALARIES - TEMPORARY	95,000	95,000	50,049.99	4,912.05	.00	44,950.01	52.7%
50168 LEAVE BANK CASH OUT	146,278	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	532,000	532,000	424,744.21	66,478.63	.00	107,255.79	79.8%
50400 VAC SICK COMP BUYBACK	0	0	22,669.42	11,339.57	.00	-22,669.42	100.0%

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51000 CALPERS PENSION NORMAL COST	639,575	639,575	352,208.55	45,366.32	.00	287,366.45	55.1%
51010 CALPERS PENSION UAL	933,594	933,594	622,396.08	77,799.51	.00	311,197.92	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	296,916	296,916	191,449.23	27,396.81	.00	105,466.77	64.5%
51040 EARLY RETIREMENT INCENTIVE	3,182	3,182	3,182.11	.00	.00	-.11	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	1,764,308	1,910,586	1,006,445.95	112,198.61	.00	904,140.05	52.7%
51210 RETIREE HEALTH INS PLAN	33,920	33,920	22,214.27	3,855.67	.00	11,705.73	65.5%
51300 WORKERS COMPENSATION	366,748	366,748	244,498.64	30,562.33	.00	122,249.36	66.7%
51400 AUTO ALLOWANCE	1,050	1,050	664.35	80.78	.00	385.65	63.3%
51420 TOOL AND EQUIPMENT ALLOWANCE	1,025	1,025	.00	.00	.00	1,025.00	.0%
51425 TREATMENT CERTIFICAT PAY	0	0	7,512.52	900.00	.00	-7,512.52	100.0%
52000 POSTAGE	51,000	51,000	4,533.52	627.40	.00	46,466.48	8.9%
52100 CHEMICALS	700,000	700,000	240,154.52	46,474.01	387,845.48	72,000.00	89.7%
52110 REPAIR PARTS	450,000	350,000	73,648.31	.00	293,871.20	-17,519.51	105.0%
52200 SUBSCRIPTIONS & PUBLS	15,000	15,000	278.40	.00	520.60	14,201.00	5.3%
52300 UNIFORMS	55,000	55,000	13,810.25	2,931.32	15,309.17	25,880.58	52.9%
52310 TRAINING-WORKSHOP-MTGS	105,000	105,000	22,931.51	6,699.80	31,737.38	50,331.11	52.1%
52330 EDUCATION REIMBURSEMENT	5,000	5,000	.00	.00	.00	5,000.00	.0%
52340 MEMBERSHIPS	50,000	50,000	17,647.89	1,730.90	.00	32,352.11	35.3%
52350 OTHER EXPENSE REIMB	0	0	108,550.00	20,675.00	.00	-108,550.00	100.0%
52400 MINOR EQUIPMENT	1,300,000	1,478,792	909,241.23	108,205.60	773,429.72	-203,878.95	113.8%
52510 PUBLIC OUTREACH	175,000	175,000	20,468.08	3,550.63	36,080.78	118,451.14	32.3%
52610 SUPPLIES SAFETY	105,000	105,000	12,807.47	1,865.14	11,492.53	80,700.00	23.1%
52900 MISC SUPPLIES	77,000	77,000	75,280.78	4,268.27	104,938.68	-103,219.46	234.1%
53000 SOFTWARE EXPENSE	55,000	55,000	24.95	.00	.00	54,975.05	.0%
53010 SERVICES PRINTING BINDING	105,000	105,000	104.88	.00	21,467.58	83,427.54	20.5%
53020 INTERNAL PHOTOCOPING COSTS	11,000	11,000	6,714.97	1,927.07	.00	4,285.03	61.0%
53200 PROF SERVICES - OTHER	3,744,500	3,813,168	2,225,818.86	557,178.65	1,202,669.29	384,679.85	89.9%
53210 SERVICES AUDIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
53220 SERVICES LEGAL SERVICES	950,000	950,000	434,887.87	7,440.72	241,130.62	273,981.51	71.2%
53250 ADVERTISING	20,000	20,000	7,090.00	.00	5,000.00	7,910.00	60.5%
53260 LEGAL ADVOCACY	22,000	22,000	15,782.00	2,006.00	8,298.00	-2,080.00	109.5%
53400 PROFESSIONAL SERVICES - HR	5,000	5,000	2,147.00	399.00	.00	2,853.00	42.9%
53420 TEST MONITOR COMPLIANCE	150,000	150,000	75,180.97	15,399.30	106,219.75	-31,400.72	120.9%
54010 UTILITY EXPENSE-ELECTRIC	1,200,000	1,200,000	768,796.41	107,509.55	.00	431,203.59	64.1%
54020 UTILITY EXPENSE - GAS	5,000	5,000	2,847.35	53.67	.00	2,152.65	56.9%
54030 UTILITY EXPENSE- WASTEWATER	794,500	794,500	294,938.63	1,289.60	.00	499,561.37	37.1%
54040 UTILITY EXPENSE WATER	78,750	78,750	39,009.05	2,522.14	.00	39,740.95	49.5%
54050 UTIL EXP REFUSE AND DISPOSE	19,000	19,000	5,703.26	.00	.00	13,296.74	30.0%
54080 TELEPHONE CHGS	40,000	40,000	23,095.02	.00	.00	16,904.98	57.7%
54090 UNLEADED FUEL	0	25,000	.00	.00	12,500.00	12,500.00	50.0%
54100 WATER PURCHASES	27,000,000	27,000,000	16,077,712.32	2,146,237.80	.00	10,922,287.68	59.5%
54355 UTILITY RATE ASSIST CREDIT	80,500	80,500	47,800.00	.00	.00	32,700.00	59.4%
55010 BUILDING MAINT & REPAIR	225,000	225,000	.00	.00	.00	225,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	85,000	185,000	13,204.88	.00	108,306.01	63,489.11	65.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57000 RENTALS & LEASES	515,000	515,000	413,273.06	139,117.01	198,930.70	-97,203.76	118.9%
57110 TAXES AND FILING FEES	200,000	200,000	222,035.73	.00	.00	-22,035.73	111.0%
57200 BAD DEBT EXPENSE	75,000	75,000	-1,232.86	.00	.00	76,232.86	-1.6%
57500 PRINCIPAL PAYMENTS	5,803,916	5,803,916	.00	.00	.00	5,803,916.00	.0%
57510 INTEREST & PENALTIES EXPENSE	8,548,669	8,548,669	3,596,980.33	.00	.00	4,951,688.67	42.1%
59000 TRANSFERS OUT (LABOR)	2,000	2,000	150.00	.00	.00	1,850.00	7.5%
59100 CUSTOMER BILLING CHARGES	1,516,371	1,516,371	1,010,914.00	126,364.25	.00	505,457.00	66.7%
59200 IT & DATA PROCESSING CHGS	854,157	854,157	569,438.08	71,179.76	.00	284,718.92	66.7%
59300 LIABILITY INSURANCE CHGS	407,913	407,913	271,942.00	33,992.75	.00	135,971.00	66.7%
59400 TELEPHONE CHGS HIPC	66,780	66,780	44,520.00	5,565.00	.00	22,260.00	66.7%
59500 FLEET EQUIP MAINT ISF CHG	418,308	418,308	239,664.83	33,885.34	.00	178,643.17	57.3%
59600 INDIRECT PRORATED CST CHG	2,001,396	2,001,396	1,334,263.92	166,782.99	.00	667,132.08	66.7%
59700 FACILITY CHG MAINTENANCE	234,069	234,069	156,046.00	19,505.75	.00	78,023.00	66.7%
59800 TRANSFERS OUT - CIP	5,150,000	16,104,455	5,646,568.77	.00	.00	10,457,885.84	35.1%
59900 TRANSFERS OUT - DEBT	27,887	27,887	6,809.95	.00	.00	21,077.05	24.4%
60200 CAPITAL ASSET OFFSET	0	0	-7,604.72	.00	.00	7,604.72	100.0%
60300 INTERFUND ADVANCE OFFSET	0	0	148,985.96	.00	.00	-148,985.96	100.0%
TOTAL WATER OPERATING FUND	74,650,757	85,877,672	41,698,344.23	4,473,920.31	3,559,747.49	40,619,579.89	52.7%

602 WATER CIP FUND

53200 PROF SERVICES - OTHER	0	9,428,209	1,395,697.09	177,870.40	2,783,321.21	5,249,190.28	44.3%
53270 CONSTRUCTION SERVICES	0	13,661,260	5,087,903.58	12,681.65	3,305,087.32	5,268,269.24	61.4%
56000 CAPEX - LAND EASEMENTS	0	74,699	.00	.00	4,938.75	69,760.00	6.6%
56020 CAPEX - IMPRV OTH. THN BLDGS	5,100,000	5,104,377	.00	.00	.00	5,104,377.00	.0%
56040 CAPEX - MACHINERY/EQUIP	50,000	161,345	.00	.00	.00	161,345.00	.0%
56050 CAPEX - INFRASTRUCTURE	5,250,000	11,023,540	.00	.00	.00	11,023,540.33	.0%
57800 FOR CONTINGENCIES	0	1,736,666	.00	.00	.00	1,736,665.70	.0%
59000 TRANSFERS OUT (LABOR)	0	3,477,254	190,325.60	.00	.00	3,286,928.23	5.5%
TOTAL WATER CIP FUND	10,400,000	44,667,349	6,673,926.27	190,552.05	6,093,347.28	31,900,075.78	28.6%

603 WATER DEVLPMT IMPACT FEES FUND

59600 INDIRECT PRORATED CST CHG	11,342	11,342	7,561.36	945.17	.00	3,780.64	66.7%
59800 TRANSFERS OUT - CIP	4,500,000	20,016,593	235,440.76	.00	.00	19,781,152.51	1.2%
TOTAL WATER DEVLPMT IMPACT FEES F	4,511,342	20,027,935	243,002.12	945.17	.00	19,784,933.15	1.2%

605 WATER CAP FACILITY FUND

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605	WATER CAP FACILITY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53700	DEVELOPER REIMBURSEMENTS	350,000	350,000	.00	.00	.00	350,000.00	.0%
59600	INDIRECT PRORATED CST CHG	1,622	1,622	1,081.36	135.17	.00	540.64	66.7%
59800	TRANSFERS OUT - CIP	0	400,000	.00	.00	.00	400,000.00	.0%
	TOTAL WATER CAP FACILITY FUND	351,622	751,622	1,081.36	135.17	.00	750,540.64	.1%
606 WATER RESOURCE FEE FUND								
59600	INDIRECT PRORATED CST CHG	1,048	1,048	698.64	87.33	.00	349.36	66.7%
59800	TRANSFERS OUT - CIP	250,000	131	.00	.00	.00	131.00	.0%
	TOTAL WATER RESOURCE FEE FUND	251,048	1,179	698.64	87.33	.00	480.36	59.3%
607 WATER BONDS/WIFIA LOANS								
59800	TRANSFERS OUT - CIP	0	600,000	.00	.00	.00	600,000.00	.0%
	TOTAL WATER BONDS/WIFIA LOANS	0	600,000	.00	.00	.00	600,000.00	.0%
608 WATER SECURITY-CONT PREV FUND								
50000	SALARIES - REGULAR	397,988	397,988	235,044.93	31,584.88	.00	162,943.07	59.1%
50168	LEAVE BANK CASH OUT	9,194	0	.00	.00	.00	.00	.0%
50200	OVERTIME WAGES	8,000	8,000	387.38	387.38	.00	7,612.62	4.8%
50400	VAC SICK COMP BUYBACK	0	0	1,702.20	854.82	.00	-1,702.20	100.0%
51000	CALPERS PENSION NORMAL COST	40,197	40,197	23,218.05	3,195.91	.00	16,978.95	57.8%
51010	CALPERS PENSION UAL	61,012	61,012	40,674.64	5,084.33	.00	20,337.36	66.7%
51030	RETIREMENT ENHANCEMENT PLAN	61,179	61,179	38,684.51	4,986.88	.00	22,494.49	63.2%
51160	CITY PAID EMPLOYEE BENEFITS	117,028	126,222	63,999.57	7,657.92	.00	62,222.43	50.7%
51300	WORKERS COMPENSATION	25,501	25,501	17,000.64	2,125.08	.00	8,500.36	66.7%
52000	POSTAGE	25,000	25,000	.00	.00	.00	25,000.00	.0%
52400	MINOR EQUIPMENT	147,000	147,000	120,839.29	26,756.11	111,734.56	-85,573.85	158.2%
53010	SERVICES PRINTING BINDING	10,000	10,000	1,750.14	1,750.14	.00	8,249.86	17.5%
53200	PROF SERVICES - OTHER	400,000	400,000	12,879.00	.00	6,638.38	380,482.62	4.9%
53420	TEST MONITOR COMPLIANCE	200,000	200,000	102,286.34	17,337.80	68,280.93	29,432.73	85.3%
59000	TRANSFERS OUT (LABOR)	45,000	45,000	11,500.00	.00	.00	33,500.00	25.6%
59200	IT & DATA PROCESSING CHGS	55,820	55,820	37,213.36	4,651.67	.00	18,606.64	66.7%
59300	LIABILITY INSURANCE CHGS	28,361	28,361	18,907.36	2,363.42	.00	9,453.64	66.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59400 TELEPHONE CHGS HIPC	1,135	1,135	756.64	94.58	.00	378.36	66.7%
59600 INDIRECT PRORATED CST CHG	85,567	85,567	57,044.64	7,130.58	.00	28,522.36	66.7%
59800 TRANSFERS OUT - CIP	0	711,486	29,792.32	.00	.00	681,693.77	4.2%
TOTAL WATER SECURITY-CONT PREV FU	1,717,982	2,429,468	813,681.01	115,961.50	186,653.87	1,429,133.21	41.2%
609 WATER BOND 2021A REV BOND FUND							
59800 TRANSFERS OUT - CIP	0	2,906,798	308,940.60	.00	.00	2,597,857.71	10.6%
TOTAL WATER BOND 2021A REV BOND F	0	2,906,798	308,940.60	.00	.00	2,597,857.71	10.6%
611 WASTEWATER OPERATING FUND							
50000 SALARIES - REGULAR	7,604,236	7,604,236	4,281,261.83	545,306.39	.00	3,322,974.17	56.3%
50100 SALARIES - TEMPORARY	180,000	180,000	97,699.30	11,148.40	.00	82,300.70	54.3%
50168 LEAVE BANK CASH OUT	175,657	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	430,000	430,000	314,531.67	49,102.74	.00	115,468.33	73.1%
50400 VAC SICK COMP BUYBACK	0	0	28,023.36	14,061.75	.00	-28,023.36	100.0%
51000 CALPERS PENSION NORMAL COST	768,028	768,028	421,502.93	53,810.30	.00	346,525.07	54.9%
51010 CALPERS PENSION UAL	1,078,922	1,078,922	719,281.36	89,910.17	.00	359,640.64	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	428,882	428,882	258,586.52	35,602.85	.00	170,295.48	60.3%
51160 CITY PAID EMPLOYEE BENEFITS	1,988,007	2,163,664	1,184,883.24	130,258.25	.00	978,780.76	54.8%
51210 RETIREE HEALTH INS PLAN	56,738	56,738	36,284.59	6,035.19	.00	20,453.41	64.0%
51300 WORKERS COMPENSATION	431,371	431,371	287,580.72	35,947.59	.00	143,790.28	66.7%
51400 AUTO ALLOWANCE	1,050	1,050	664.35	80.78	.00	385.65	63.3%
51425 TREATMENT CERTIFICAT PAY	0	0	3,523.72	450.00	.00	-3,523.72	100.0%
52000 POSTAGE	6,000	6,000	1,624.48	702.89	.00	4,375.52	27.1%
52100 CHEMICALS	1,800,000	1,800,000	1,185,375.14	129,701.30	845,614.59	-230,989.73	112.8%
52110 REPAIR PARTS	405,000	380,000	23,600.13	2,886.27	88,299.37	268,100.50	29.4%
52200 SUBSCRIPTIONS & PUBLS	1,000	1,000	.00	.00	.00	1,000.00	.0%
52300 UNIFORMS	51,000	51,000	17,157.51	2,894.71	37,742.78	-3,900.29	107.6%
52310 TRAINING-WORKSHOP-MTGS	219,000	219,000	13,126.91	1,296.00	129,814.27	76,058.82	65.3%
52330 EDUCATION REIMBURSEMENT	15,000	15,000	2,876.00	1,526.00	.00	12,124.00	19.2%
52340 MEMBERSHIPS	48,000	48,000	33,210.12	1,948.42	.00	14,789.88	69.2%
52400 MINOR EQUIPMENT	945,000	945,000	656,261.74	118,392.41	798,570.52	-509,832.26	154.0%
52610 SUPPLIES SAFETY	95,000	95,000	40,884.58	12,837.07	48,615.42	5,500.00	94.2%
52900 MISC SUPPLIES	65,000	65,000	34,067.49	6,180.92	49,315.84	-18,383.33	128.3%
53000 SOFTWARE EXPENSE	62,500	62,500	32,565.26	.00	12,611.42	17,323.32	72.3%
53010 SERVICES PRINTING BINDING	20,000	20,000	613.33	.00	6,886.67	12,500.00	37.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
53020 INTERNAL PHOTOCOPING COSTS	4,000	4,000	3,186.87	1,021.65	.00	813.13	79.7%
53110 SERVICES MEDICAL	5,500	5,500	270.00	.00	.00	5,230.00	4.9%
53200 PROF SERVICES - OTHER	3,445,000	3,298,622	1,276,188.73	403,724.90	771,900.88	1,250,532.39	62.1%
53220 SERVICES LEGAL SERVICES	69,500	69,500	11,451.50	442.50	12,057.50	45,991.00	33.8%
53250 ADVERTISING	5,000	5,000	1,635.00	.00	.00	3,365.00	32.7%
53260 LEGAL ADVOCACY	11,000	11,000	7,430.00	962.00	4,122.00	-552.00	105.0%
53420 TEST MONITOR COMPLIANCE	490,000	490,000	193,749.37	6,609.10	246,477.35	49,773.28	89.8%
54010 UTILITY EXPENSE-ELECTRIC	1,470,000	1,470,000	904,836.93	41,555.22	.00	565,163.07	61.6%
54020 UTILITY EXPENSE - GAS	200,000	200,000	39,390.65	4,035.77	238,848.39	-78,239.04	139.1%
54030 UTILITY EXPENSE- WASTEWATER	15,000	15,000	6,204.78	1,074.25	.00	8,795.22	41.4%
54040 UTILITY EXPENSE WATER	100,000	100,000	109,160.40	16,354.52	.00	-9,160.40	109.2%
54050 UTIL EXP REFUSE AND DISPOSE	1,600,000	1,750,000	1,026,226.29	302,764.84	886,493.47	-162,719.76	109.3%
54080 TELEPHONE CHGS	65,000	65,000	39,956.92	2,418.77	.00	25,043.08	61.5%
54090 UNLEADED FUEL	158,000	261,000	12,140.36	.00	248,859.64	.00	100.0%
54355 UTILITY RATE ASSIST CREDIT	80,500	80,500	.00	.00	.00	80,500.00	.0%
55030 VEHICLE MAINTENANCE	90,000	90,000	60,949.34	6,897.93	81,737.97	-52,687.31	158.5%
56040 CAPEX - MACHINERY/EQUIP	2,030,000	2,480,000	625,026.77	59,072.43	341,789.07	1,513,184.16	39.0%
57000 RENTALS & LEASES	465,000	465,000	192,566.91	27,471.02	126,760.41	145,672.68	68.7%
57110 TAXES AND FILING FEES	288,000	313,000	283,155.17	.00	.00	29,844.83	90.5%
57200 BAD DEBT EXPENSE	40,000	40,000	-606.94	.00	.00	40,606.94	-1.5%
57500 PRINCIPAL PAYMENTS	5,830,000	5,830,000	.00	.00	.00	5,830,000.00	.0%
57510 INTEREST & PENALTIES EXPENSE	3,603,000	3,603,000	1,516,016.40	.00	.00	2,086,983.60	42.1%
59100 CUSTOMER BILLING CHARGES	606,548	606,548	404,365.36	50,545.67	.00	202,182.64	66.7%
59200 IT & DATA PROCESSING CHGS	987,121	987,121	658,080.72	82,260.09	.00	329,040.28	66.7%
59300 LIABILITY INSURANCE CHGS	422,025	422,025	281,349.92	35,168.74	.00	140,675.08	66.7%
59400 TELEPHONE CHGS HIPC	40,588	40,588	27,058.64	3,382.33	.00	13,529.36	66.7%
59500 FLEET EQUIP MAINT ISF CHG	37,913	37,913	25,053.04	8,611.48	.00	12,859.96	66.1%
59600 INDIRECT PRORATED CST CHG	1,526,304	1,526,304	1,017,536.08	127,192.01	.00	508,767.92	66.7%
59700 FACILITY CHG MAINTENANCE	27,881	27,881	18,587.36	2,323.42	.00	9,293.64	66.7%
59800 TRANSFERS OUT - CIP	8,340,000	39,185,705	1,271,304.48	.00	.00	37,914,400.20	3.2%
59900 TRANSFERS OUT - DEBT	31,649	31,649	7,728.50	.00	.00	23,920.50	24.4%
60200 CAPITAL ASSET OFFSET	0	0	-391,215.51	-58,486.25	.00	391,215.51	100.0%
60220 CAPITAL OFFSET - GAIN/LOSS	0	0	12,335.72	.00	.00	-12,335.72	100.0%
TOTAL WASTEWATER OPERATING FUND	48,959,920	80,362,247	19,316,306.04	2,375,482.79	4,976,517.56	56,069,423.08	30.2%

612 WASTEWATER CIP FUND

53200 PROF SERVICES - OTHER	0	5,583,824	1,432,061.96	105,762.07	3,578,816.00	572,946.50	89.7%
53270 CONSTRUCTION SERVICES	0	53,139,211	9,413,863.11	2,016,767.80	21,481,896.21	22,243,451.74	58.1%
56020 CAPEX - IMPRV OTH. THN BLDGS	47,340,000	50,686,843	.00	.00	.00	50,686,843.00	.0%
56040 CAPEX - MACHINERY/EQUIP	1,000,000	1,151,300	.00	.00	.00	1,151,300.00	.0%

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56050 CAPEX - INFRASTRUCTURE	8,000,000	9,917,559	783,188.44	79,817.74	2,863,208.56	6,271,162.00	36.8%
57800 FOR CONTINGENCIES	0	844,630	.00	.00	.00	844,630.00	.0%
59000 TRANSFERS OUT (LABOR)	0	4,179,780	121,221.65	.00	.00	4,058,558.46	2.9%
TOTAL WASTEWATER CIP FUND	56,340,000	125,503,148	11,750,335.16	2,202,347.61	27,923,920.77	85,828,891.70	31.6%
613 WASTEWATER CONNECTION FEE FUND							
53200 PROF SERVICES - OTHER	0	68,312	.00	.00	.00	68,312.00	.0%
53700 DEVELOPER REIMBURSEMENTS	1,100,000	1,100,000	.00	.00	.00	1,100,000.00	.0%
57700 LOANS TO PROP OWNERS	0	52,168	.00	.00	.00	52,168.00	.0%
59600 INDIRECT PRORATED CST CHG	9,369	9,369	6,246.00	780.75	.00	3,123.00	66.7%
TOTAL WASTEWATER CONNECTION FEE F	1,109,369	1,229,849	6,246.00	780.75	.00	1,223,603.00	.5%
617 WASTEWATER BONDS/SRF LOANS							
59800 TRANSFERS OUT - CIP	48,000,000	83,185,792	7,052,248.08	.00	.00	76,133,544.07	8.5%
TOTAL WASTEWATER BONDS/SRF LOANS	48,000,000	83,185,792	7,052,248.08	.00	.00	76,133,544.07	8.5%
631 SOLID WASTE OPERATING FUND							
50000 SALARIES - REGULAR	13,204,876	13,204,876	7,934,837.14	1,003,266.52	.00	5,270,038.86	60.1%
50100 SALARIES - TEMPORARY	56,461	56,461	160,675.40	23,933.68	.00	-104,214.40	284.6%
50168 LEAVE BANK CASH OUT	305,033	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	3,203,712	3,203,712	2,716,508.30	297,537.41	.00	487,203.70	84.8%
50400 VAC SICK COMP BUYBACK	0	0	52,042.61	26,092.46	.00	-52,042.61	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	1,173.63	.00	.00	-1,173.63	100.0%
51000 CALPERS PENSION NORMAL COST	1,333,692	1,333,692	811,186.11	99,699.18	.00	522,505.89	60.8%
51010 CALPERS PENSION UAL	2,286,576	2,286,576	1,524,384.00	190,548.00	.00	762,192.00	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	780,519	780,519	511,268.83	67,865.59	.00	269,250.17	65.5%
51040 EARLY RETIREMENT INCENTIVE	24,740	24,740	24,739.58	.00	.00	.42	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	4,296,393	4,601,426	2,760,521.89	303,974.76	.00	1,840,904.11	60.0%
51210 RETIREE HEALTH INS PLAN	57,356	57,356	36,117.00	5,801.09	.00	21,239.00	63.0%
51300 WORKERS COMPENSATION	506,271	506,271	337,514.00	42,189.25	.00	168,757.00	66.7%
51400 AUTO ALLOWANCE	1,050	1,050	664.35	80.78	.00	385.65	63.3%
51420 TOOL AND EQUIPMENT ALLOWANCE	15,375	15,375	13,325.00	.00	.00	2,050.00	86.7%

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52000 POSTAGE	13,000	13,000	753.61	46.84	.00	12,246.39	5.8%
52110 REPAIR PARTS	190,000	190,000	75,960.71	3,659.42	61,897.94	52,141.35	72.6%
52200 SUBSCRIPTIONS & PUBLS	495	495	300.00	.00	.00	195.00	60.6%
52300 UNIFORMS	200,000	200,000	84,628.88	12,576.69	61,934.43	53,436.69	73.3%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	12,298.03	.00	.00	17,701.97	41.0%
52330 EDUCATION REIMBURSEMENT	6,500	6,500	.00	.00	.00	6,500.00	.0%
52340 MEMBERSHIPS	10,000	10,000	4,005.00	.00	.00	5,995.00	40.1%
52400 MINOR EQUIPMENT	1,433,445	1,433,445	999,263.74	234,898.58	237,095.72	197,085.54	86.3%
52510 PUBLIC OUTREACH	7,000	7,000	1,705.93	.00	792.00	4,502.07	35.7%
52610 SUPPLIES SAFETY	84,000	84,000	37,058.68	6,968.24	25,236.32	21,705.00	74.2%
52900 MISC SUPPLIES	37,000	37,000	12,422.56	1,706.51	12,481.45	12,095.99	67.3%
53020 INTERNAL PHOTOCOPING COSTS	6,691	6,691	6,150.96	1,485.91	.00	540.04	91.9%
53200 PROF SERVICES - OTHER	2,146,812	2,121,812	752,503.93	66,319.53	972,339.09	396,968.98	81.3%
53250 ADVERTISING	89,500	89,500	20,607.00	.00	28,542.54	40,350.46	54.9%
53260 LEGAL ADVOCACY	15,000	15,000	7,444.00	964.00	4,108.00	3,448.00	77.0%
53500 BANK CHARGES	37,180	37,180	23,630.64	75.00	1,369.36	12,180.00	67.2%
54010 UTILITY EXPENSE-ELECTRIC	160,000	160,000	96,146.33	9,463.85	.00	63,853.67	60.1%
54020 UTILITY EXPENSE - GAS	2,600	2,600	1,546.38	.00	.00	1,053.62	59.5%
54030 UTILITY EXPENSE- WASTEWATER	2,000	2,000	1,189.51	124.65	.00	810.49	59.5%
54040 UTILITY EXPENSE WATER	18,000	18,000	12,782.30	1,128.09	.00	5,217.70	71.0%
54050 UTIL EXP REFUSE AND DISPOSE	10,350,000	10,350,000	5,973,373.65	862,916.06	4,378,509.14	-1,882.79	100.0%
54080 TELEPHONE CHGS	55,000	55,000	32,637.77	.00	.00	22,362.23	59.3%
54090 UNLEADED FUEL	245,000	270,000	104,782.40	11,209.24	145,217.60	20,000.00	92.6%
54200 RECYCLES BUY BACK	1,300,000	1,300,000	453,057.90	7,153.18	.00	846,942.10	34.9%
54300 GREENWASTE PROCESSING	1,600,000	1,600,000	531,315.47	43,789.08	468,684.53	600,000.00	62.5%
54355 UTILITY RATE ASSIST CREDIT	80,500	80,500	.00	.00	.00	80,500.00	.0%
54400 SUPP WASTE HAULING	1,500,000	1,500,000	687,586.03	53,287.56	612,413.97	200,000.00	86.7%
55010 BUILDING MAINT & REPAIR	150,000	150,000	10,577.59	10,577.59	17,593.58	121,828.83	18.8%
55030 VEHICLE MAINTENANCE	250,000	250,000	110,268.10	15,787.85	113,768.90	25,963.00	89.6%
56030 CAPEX - VEHICLES	1,021,283	1,021,283	.00	.00	.00	1,021,283.00	.0%
56040 CAPEX - MACHINERY/EQUIP	755,000	755,000	.00	.00	185,000.00	570,000.00	24.5%
57000 RENTALS & LEASES	1,226,541	1,226,541	786,540.36	67,795.36	182,580.63	257,420.01	79.0%
57110 TAXES AND FILING FEES	75,000	75,000	38,338.17	5,548.55	.00	36,661.83	51.1%
57200 BAD DEBT EXPENSE	30,000	30,000	-325.17	.00	.00	30,325.17	-1.1%
57500 PRINCIPAL PAYMENTS	1,964,721	1,964,721	1,234,149.27	256,356.91	.00	730,571.73	62.8%
57510 INTEREST & PENALTIES EXPENSE	138,730	138,730	78,527.39	26,773.42	.00	60,202.61	56.6%
59000 TRANSFERS OUT (LABOR)	20,000	20,000	.00	.00	.00	20,000.00	.0%
59100 CUSTOMER BILLING CHARGES	909,822	909,822	606,548.00	75,818.50	.00	303,274.00	66.7%
59200 IT & DATA PROCESSING CHGS	2,092,021	2,092,021	1,394,680.64	174,335.08	.00	697,340.36	66.7%
59300 LIABILITY INSURANCE CHGS	675,895	675,895	450,596.72	56,324.59	.00	225,298.28	66.7%
59400 TELEPHONE CHGS HIPC	39,547	39,547	26,364.64	3,295.58	.00	13,182.36	66.7%
59500 FLEET EQUIP MAINT ISF CHG	4,426,505	4,426,505	2,211,487.84	305,647.49	.00	2,215,017.16	50.0%
59600 INDIRECT PRORATED CST CHG	2,144,855	2,144,855	1,429,903.36	178,737.92	.00	714,951.64	66.7%
59700 FACILITY CHG MAINTENANCE	158,334	158,334	105,556.00	13,194.50	.00	52,778.00	66.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	200,000	4,432,227	1,204.00	.00	.00	4,431,022.76	.0%
59900 TRANSFERS OUT - DEBT	79,683	79,683	19,458.51	.00	.00	60,224.49	24.4%
60500 DEBT OFFSET	0	0	-985,735.83	.00	.00	985,735.83	100.0%
TOTAL SOLID WASTE OPERATING FUND	62,049,714	66,281,941	34,336,248.84	4,568,954.49	7,509,565.20	24,436,126.72	63.1%
632 SOLID WASTE CIP FUND							
53200 PROF SERVICES - OTHER	0	354,174	.00	.00	.00	354,174.18	.0%
53270 CONSTRUCTION SERVICES	0	3,317,874	.00	.00	1,067,693.74	2,250,180.62	32.2%
56010 CAPEX - BUILDINGS	200,000	200,000	.00	.00	.00	200,000.00	.0%
56040 CAPEX - MACHINERY/EQUIP	0	708,708	.00	.00	.00	708,707.95	.0%
57800 FOR CONTINGENCIES	0	502,500	.00	.00	.00	502,500.00	.0%
59000 TRANSFERS OUT (LABOR)	0	167,716	1,204.00	.00	.00	166,512.27	.7%
TOTAL SOLID WASTE CIP FUND	200,000	5,250,973	1,204.00	.00	1,067,693.74	4,182,075.02	20.4%
634 SOLID WASTE DEVELOPER FEE FUND							
56030 CAPEX - VEHICLES	790,573	790,573	.00	.00	.00	790,573.00	.0%
TOTAL SOLID WASTE DEVELOPER FEE F	790,573	790,573	.00	.00	.00	790,573.00	.0%
638 SOLID WASTE SEC - CONT PREV FU							
53200 PROF SERVICES - OTHER	220,000	220,000	.00	.00	.00	220,000.00	.0%
59800 TRANSFERS OUT - CIP	0	299,350	.00	.00	.00	299,350.00	.0%
TOTAL SOLID WASTE SEC - CONT PREV	220,000	519,350	.00	.00	.00	519,350.00	.0%
641 PERFORMING ARTS CENTER FUND							
50200 OVERTIME WAGES	0	0	142.37	.00	.00	-142.37	100.0%
51000 CALPERS PENSION NORMAL COST	0	0	14.38	.00	.00	-14.38	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	0	0	31.23	.00	.00	-31.23	100.0%
54010 UTILITY EXPENSE-ELECTRIC	72,000	72,000	63,946.47	5,490.58	.00	8,053.53	88.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54020 UTILITY EXPENSE - GAS	0	0	2,855.03	.00	.00	-2,855.03	100.0%
54030 UTILITY EXPENSE- WASTEWATER	4,588	4,588	1,675.20	124.65	.00	2,912.80	36.5%
54040 UTILITY EXPENSE WATER	10,493	10,493	7,384.23	817.23	.00	3,108.77	70.4%
54050 UTIL EXP REFUSE AND DISPOSE	21,336	21,336	23,974.54	3,205.64	.00	-2,638.54	112.4%
55010 BUILDING MAINT & REPAIR	120,857	120,857	47,127.42	33,741.00	18,034.20	55,695.38	53.9%
57110 TAXES AND FILING FEES	200	200	.00	.00	.00	200.00	.0%
59400 TELEPHONE CHGS HIPC	7,923	7,923	5,282.00	660.25	.00	2,641.00	66.7%
59600 INDIRECT PRORATED CST CHG	2,129	2,129	1,419.36	177.42	.00	709.64	66.7%
TOTAL PERFORMING ARTS CENTER FUND	239,526	239,526	153,852.23	44,216.77	18,034.20	67,639.57	71.8%
651 GOLF COURSE OPERATING FUND							
50000 SALARIES - REGULAR	26,214	26,214	16,931.98	2,089.12	.00	9,282.02	64.6%
50168 LEAVE BANK CASH OUT	606	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	106.15	53.20	.00	-106.15	100.0%
51000 CALPERS PENSION NORMAL COST	2,648	2,648	1,695.63	211.00	.00	952.37	64.0%
51010 CALPERS PENSION UAL	1,831	1,831	1,220.64	152.58	.00	610.36	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	0	0	41.69	20.90	.00	-41.69	100.0%
51160 CITY PAID EMPLOYEE BENEFITS	4,526	5,132	3,176.42	318.68	.00	1,955.58	61.9%
51210 RETIREE HEALTH INS PLAN	0	0	41.69	20.90	.00	-41.69	100.0%
51300 WORKERS COMPENSATION	1,455	1,455	970.00	121.25	.00	485.00	66.7%
52400 MINOR EQUIPMENT	347,800	347,800	205,101.51	.00	.00	142,698.49	59.0%
53020 INTERNAL PHOTOCOPING COSTS	0	0	536.54	176.31	.00	-536.54	100.0%
53200 PROF SERVICES - OTHER	4,067,821	4,750,687	2,327,502.01	11,357.26	39,349.30	2,383,835.69	49.8%
53210 SERVICES AUDIT	10,000	10,000	.00	.00	.00	10,000.00	.0%
53500 BANK CHARGES	106,517	165,056	113,798.91	.00	.00	51,257.09	68.9%
54010 UTILITY EXPENSE-ELECTRIC	234,000	234,000	175,941.74	.00	.00	58,058.26	75.2%
54040 UTILITY EXPENSE WATER	430,000	430,000	161,380.85	.00	.00	268,619.15	37.5%
54050 UTIL EXP REFUSE AND DISPOSE	15,000	15,000	905.77	.00	.00	14,094.23	6.0%
54070 INTERNET CHARGES	12,894	12,894	8,516.26	.00	.00	4,377.74	66.0%
54080 TELEPHONE CHGS	8,800	8,800	.00	.00	.00	8,800.00	.0%
55030 VEHICLE MAINTENANCE	35,052	35,052	27,163.00	.00	.00	7,889.00	77.5%
56040 CAPEX - MACHINERY/EQUIP	100,000	21,485	.00	.00	.00	21,485.00	.0%
57110 TAXES AND FILING FEES	24,502	24,502	.00	.00	.00	24,502.00	.0%
57500 PRINCIPAL PAYMENTS	148,986	148,986	148,985.96	.00	.00	.04	100.0%
57510 INTEREST & PENALTIES EXPENSE	10,355	10,355	10,354.10	.00	.00	.90	100.0%
58100 GENERAL LIABILITY INSURANCE	126,000	126,000	26,034.97	.00	.00	99,965.03	20.7%
59200 IT & DATA PROCESSING CHGS	1,675	1,675	1,116.64	139.58	.00	558.36	66.7%
59300 LIABILITY INSURANCE CHGS	1,503	1,503	1,002.00	125.25	.00	501.00	66.7%
59400 TELEPHONE CHGS HIPC	11,838	11,838	7,892.00	986.50	.00	3,946.00	66.7%
59600 INDIRECT PRORATED CST CHG	144,965	144,965	96,643.28	12,080.41	.00	48,321.72	66.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
59800 TRANSFERS OUT - CIP	1,350,000	1,889,627	32,304.23	.00	.00	1,857,322.89	1.7%
60300 INTERFUND ADVANCE OFFSET	0	0	-148,985.96	.00	.00	148,985.96	100.0%
TOTAL GOLF COURSE OPERATING FUND	7,224,988	8,427,505	3,220,378.01	27,852.94	39,349.30	5,167,777.81	38.7%
652 GOLF COURSE CIP FUND							
53200 PROF SERVICES - OTHER	0	123,679	5,324.00	50.00	84,952.11	33,402.55	73.0%
53270 CONSTRUCTION SERVICES	0	426,550	.00	.00	.00	426,550.00	.0%
56010 CAPEX - BUILDINGS	1,350,000	1,860,000	.00	.00	.00	1,860,000.00	.0%
59000 TRANSFERS OUT (LABOR)	0	79,398	27,822.74	.00	.00	51,575.72	35.0%
TOTAL GOLF COURSE CIP FUND	1,350,000	2,489,627	33,146.74	50.00	84,952.11	2,371,528.27	4.7%
701 PUBLIC LIAB & PROP INSUR ISF							
50000 SALARIES - REGULAR	174,683	174,683	109,602.85	13,575.60	.00	65,080.15	62.7%
50168 LEAVE BANK CASH OUT	4,035	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	626.44	314.92	.00	-626.44	100.0%
51000 CALPERS PENSION NORMAL COST	17,643	17,643	10,986.99	1,371.12	.00	6,656.01	62.3%
51010 CALPERS PENSION UAL	18,914	18,914	12,609.36	1,576.17	.00	6,304.64	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	20,977	20,977	13,592.53	1,780.00	.00	7,384.47	64.8%
51160 CITY PAID EMPLOYEE BENEFITS	36,641	40,676	24,571.67	2,582.80	.00	16,104.33	60.4%
51210 RETIREE HEALTH INS PLAN	0	0	155.11	77.60	.00	-155.11	100.0%
51300 WORKERS COMPENSATION	7,023	7,023	4,682.00	585.25	.00	2,341.00	66.7%
51400 AUTO ALLOWANCE	210	210	124.77	16.16	.00	85.23	59.4%
52000 POSTAGE	33	33	.00	.00	.00	33.00	.0%
52200 SUBSCRIPTIONS & PUBLS	275	275	300.00	.00	.00	-25.00	109.1%
52310 TRAINING-WORKSHOP-MTGS	500	500	848.00	.00	.00	-348.00	169.6%
52320 MILEAGE REIMBURSEMENTS	300	300	.00	.00	.00	300.00	.0%
52400 MINOR EQUIPMENT	700	700	.00	.00	.00	700.00	.0%
52900 MISC SUPPLIES	325	325	.00	.00	.00	325.00	.0%
53010 SERVICES PRINTING BINDING	600	600	.00	.00	.00	600.00	.0%
53200 PROF SERVICES - OTHER	270,000	270,000	167,928.39	17,756.83	101,927.77	143.84	99.9%
53220 SERVICES LEGAL SERVICES	15,113	15,113	.00	.00	2,515.00	12,598.00	16.6%
58050 LOSS CONTROL ACTIVITIES	110,000	110,000	.00	.00	.00	110,000.00	.0%
58200 PHYSICAL DMG INS NON AUTO	1,876,500	1,690,402	1,690,402.00	.00	.00	.00	100.0%
58300 EXCESS LIABILITY INS	3,670,000	3,192,292	3,192,292.00	.00	.00	.00	100.0%
58400 LIABILITY CLAIMS EXPENSE	2,896,962	3,560,768	3,161,973.63	287,862.15	.00	398,794.37	88.8%
58500 WORKERS COMP CLAIMS	4,324	4,324	.00	.00	.00	4,324.00	.0%

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59200 IT & DATA PROCESSING CHGS	17,304	17,304	11,536.00	1,442.00	.00	5,768.00	66.7%
59300 LIABILITY INSURANCE CHGS	12,124	12,124	8,082.64	1,010.33	.00	4,041.36	66.7%
59400 TELEPHONE CHGS HIPC	1,136	1,136	757.36	94.67	.00	378.64	66.7%
59600 INDIRECT PRORATED CST CHG	155,073	155,073	103,382.00	12,922.75	.00	51,691.00	66.7%
TOTAL PUBLIC LIAB & PROP INSUR IS	9,311,395	9,311,395	8,514,453.74	342,968.35	104,442.77	692,498.49	92.6%
702 WORKERS COMP INSUR ISF							
50000 SALARIES - REGULAR	467,947	467,947	217,564.19	23,268.65	.00	250,382.81	46.5%
50168 LEAVE BANK CASH OUT	10,810	0	.00	.00	.00	.00	.0%
50400 VAC SICK COMP BUYBACK	0	0	1,052.91	531.08	.00	-1,052.91	100.0%
51000 CALPERS PENSION NORMAL COST	47,263	47,263	21,577.15	2,316.18	.00	25,685.85	45.7%
51010 CALPERS PENSION UAL	48,199	48,199	32,132.64	4,016.58	.00	16,066.36	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	16,782	16,782	11,126.01	1,551.56	.00	5,655.99	66.3%
51160 CITY PAID EMPLOYEE BENEFITS	84,396	95,206	46,240.04	4,432.70	.00	48,965.96	48.6%
51210 RETIREE HEALTH INS PLAN	1,851	1,851	1,505.38	359.18	.00	345.62	81.3%
51300 WORKERS COMPENSATION	17,400	17,400	11,600.00	1,450.00	.00	5,800.00	66.7%
51400 AUTO ALLOWANCE	210	210	132.84	16.16	.00	77.16	63.3%
52000 POSTAGE	63	63	.00	.00	.00	63.00	.0%
52310 TRAINING-WORKSHOP-MTGS	432	432	.00	.00	.00	432.00	.0%
52400 MINOR EQUIPMENT	65	65	.00	.00	.00	65.00	.0%
52900 MISC SUPPLIES	950	950	163.54	.00	336.46	450.00	52.6%
53020 INTERNAL PHOTOCOPING COSTS	200	200	.00	.00	.00	200.00	.0%
53200 PROF SERVICES - OTHER	342,000	342,000	163,055.82	22,779.15	188,591.96	-9,647.78	102.8%
54080 TELEPHONE CHGS	0	0	754.17	.00	.00	-754.17	100.0%
57110 TAXES AND FILING FEES	475,000	475,000	157,194.19	.00	.00	317,805.81	33.1%
58050 LOSS CONTROL ACTIVITIES	175,000	175,000	66,910.11	220.00	80,927.85	27,162.04	84.5%
58300 EXCESS LIABILITY INS	710,000	710,000	641,422.00	.00	.00	68,578.00	90.3%
58500 WORKERS COMP CLAIMS	7,833,881	7,833,881	2,932,839.96	371,160.06	25,670.00	4,875,371.04	37.8%
59200 IT & DATA PROCESSING CHGS	44,098	44,098	29,398.64	3,674.83	.00	14,699.36	66.7%
59300 LIABILITY INSURANCE CHGS	30,042	30,042	20,028.00	2,503.50	.00	10,014.00	66.7%
59400 TELEPHONE CHGS HIPC	757	757	504.64	63.08	.00	252.36	66.7%
59600 INDIRECT PRORATED CST CHG	148,150	148,150	98,766.64	12,345.83	.00	49,383.36	66.7%
TOTAL WORKERS COMP INSUR ISF	10,455,496	10,455,496	4,453,968.87	450,688.54	295,526.27	5,706,000.86	45.4%
725 CUSTOMER BILLING OPS ISF							
50000 SALARIES - REGULAR	958,671	958,671	505,469.03	68,859.40	.00	453,201.97	52.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50168 LEAVE BANK CASH OUT	22,146	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	0	0	8,859.92	1,968.72	.00	-8,859.92	100.0%
50400 VAC SICK COMP BUYBACK	0	0	3,337.79	1,737.70	.00	-3,337.79	100.0%
51000 CALPERS PENSION NORMAL COST	96,826	96,826	50,463.33	6,953.11	.00	46,362.67	52.1%
51010 CALPERS PENSION UAL	163,450	163,450	108,966.72	13,620.84	.00	54,483.28	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	49,541	49,541	13,860.25	2,545.20	.00	35,680.75	28.0%
51160 CITY PAID EMPLOYEE BENEFITS	311,333	333,479	165,215.06	17,096.47	.00	168,263.94	49.5%
51210 RETIREE HEALTH INS PLAN	6,784	6,784	4,389.04	770.55	.00	2,394.96	64.7%
51300 WORKERS COMPENSATION	40,729	40,729	27,152.64	3,394.08	.00	13,576.36	66.7%
51400 AUTO ALLOWANCE	2,625	2,625	.00	.00	.00	2,625.00	.0%
52000 POSTAGE	275,256	275,256	160,128.44	23,646.68	88,041.23	27,086.33	90.2%
52200 SUBSCRIPTIONS & PUBLS	24,000	24,000	7,302.64	.00	.00	16,697.36	30.4%
52310 TRAINING-WORKSHOP-MTGS	1,000	1,000	.00	.00	.00	1,000.00	.0%
52330 EDUCATION REIMBURSEMENT	2,000	2,000	1,000.00	.00	.00	1,000.00	50.0%
52620 SUPPLIES OTHER	165	165	.00	.00	.00	165.00	.0%
52900 MISC SUPPLIES	6,000	6,000	2,716.92	519.15	4,503.08	-1,220.00	120.3%
53010 SERVICES PRINTING BINDING	74,258	74,258	38,012.55	5,573.82	25,788.27	10,457.18	85.9%
53020 INTERNAL PHOTOCOPING COSTS	4,815	4,815	2,039.10	520.26	218.10	2,557.80	46.9%
53200 PROF SERVICES - OTHER	68,959	68,959	24,878.45	.00	51,115.68	-7,035.13	110.2%
53500 BANK CHARGES	438,164	438,164	200,018.08	33,794.33	188,598.66	49,547.26	88.7%
54080 TELEPHONE CHGS	551	551	264.80	.00	.00	286.20	48.1%
55020 EQUIPMENT MAINTENANCE	52,662	52,662	.00	.00	.00	52,662.00	.0%
57300 LEASE PMT CAP GROWTH FEES	28,820	28,820	5,536.08	.00	.00	23,283.92	19.2%
59200 IT & DATA PROCESSING CHGS	149,542	149,542	99,694.64	12,461.83	.00	49,847.36	66.7%
59300 LIABILITY INSURANCE CHGS	70,318	70,318	46,878.64	5,859.83	.00	23,439.36	66.7%
59400 TELEPHONE CHGS HIPC	24,358	24,358	16,238.64	2,029.83	.00	8,119.36	66.7%
59600 INDIRECT PRORATED CST CHG	139,822	139,822	93,214.72	11,651.84	.00	46,607.28	66.7%
59700 FACILITY CHG MAINTENANCE	56,809	56,809	37,872.64	4,734.08	.00	18,936.36	66.7%
TOTAL CUSTOMER BILLING OPS ISF	3,069,604	3,069,604	1,623,510.12	217,737.72	358,265.02	1,087,828.86	64.6%
731 INFORMATION TECHNOLOGY ISF							
50000 SALARIES - REGULAR	4,943,950	4,943,950	2,122,835.25	289,943.76	.00	2,821,114.75	42.9%
50100 SALARIES - TEMPORARY	65,420	65,420	31,988.50	2,100.00	.00	33,431.50	48.9%
50168 LEAVE BANK CASH OUT	114,205	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	54,666	54,666	67,076.27	5,313.53	.00	-12,410.27	122.7%
50400 VAC SICK COMP BUYBACK	0	0	13,768.43	7,018.19	.00	-13,768.43	100.0%
51000 CALPERS PENSION NORMAL COST	499,339	499,339	211,401.88	29,121.37	.00	287,937.12	42.3%
51010 CALPERS PENSION UAL	512,496	512,496	341,664.08	42,708.01	.00	170,831.92	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	107,638	107,638	75,208.59	12,197.83	.00	32,429.41	69.9%
51160 CITY PAID EMPLOYEE BENEFITS	1,104,425	1,218,630	490,059.89	55,698.16	.00	728,570.11	40.2%

YEAR-TO-DATE BUDGET REPORT
EXPENSES - FEBRUARY 2025

FOR 2025 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51210 RETIREE HEALTH INS PLAN	13,568	13,568	11,505.23	2,894.30	.00	2,062.77	84.8%
51300 WORKERS COMPENSATION	192,947	192,947	128,631.36	16,078.92	.00	64,315.64	66.7%
51400 AUTO ALLOWANCE	4,200	4,200	2,657.33	323.08	.00	1,542.67	63.3%
52310 TRAINING-WORKSHOP-MTGS	30,000	30,000	327.96	.00	.00	29,672.04	1.1%
52320 MILEAGE REIMBURSEMENTS	-1	-1	.00	.00	.00	-1.00	.0%
52340 MEMBERSHIPS	0	0	1,000.00	.00	.00	-1,000.00	100.0%
52400 MINOR EQUIPMENT	1,244,503	1,244,503	146,625.98	1,215.95	989,182.41	108,694.61	91.3%
52900 MISC SUPPLIES	227,000	227,000	22,423.56	276.96	17,010.10	187,566.34	17.4%
53000 SOFTWARE EXPENSE	0	0	67,067.42	16,875.00	8,103.11	-75,170.53	100.0%
53001 SOFTWARE SUBSCRIPTION	4,692,030	4,692,030	2,635,102.59	721,294.33	1,028,911.90	1,028,015.51	78.1%
53020 INTERNAL PHOTOCOPYING COSTS	18,746	18,746	1,453.68	474.11	.00	17,292.32	7.8%
53200 PROF SERVICES - OTHER	3,717,844	3,717,844	1,266,685.79	294,682.22	1,307,801.59	1,143,356.62	69.2%
53290 OUTSIDE SERVICES	0	0	112,102.87	172,147.81	842,859.38	-954,962.25	100.0%
54070 INTERNET CHARGES	123,540	123,540	83,442.04	7,500.46	43,200.00	-3,102.04	102.5%
54080 TELEPHONE CHGS	615,300	615,300	273,554.93	57,969.30	7,570.96	334,174.11	45.7%
56040 CAPEX - MACHINERY/EQUIP	0	0	.00	.00	437,944.80	-437,944.80	100.0%
57000 RENTALS & LEASES	0	0	14,069.28	1,758.66	7,034.64	-21,103.92	100.0%
59300 LIABILITY INSURANCE CHGS	333,121	333,121	222,080.72	27,760.09	.00	111,040.28	66.7%
59500 FLEET EQUIP MAINT ISF CHG	2,472	2,472	2,488.70	272.99	.00	-16.70	100.7%
59600 INDIRECT PRORATED CST CHG	308,582	308,582	205,721.28	25,715.16	.00	102,860.72	66.7%
59700 FACILITY CHG MAINTENANCE	181,596	181,596	121,064.00	15,133.00	.00	60,532.00	66.7%
59800 TRANSFERS OUT - CIP	0	289,103	.00	.00	.00	289,103.36	.0%
59900 TRANSFERS OUT - DEBT	73,701	73,701	36,850.10	.00	.00	36,850.90	50.0%
TOTAL INFORMATION TECHNOLOGY ISF	19,181,288	19,470,391	8,708,857.71	1,806,473.19	4,689,618.89	6,071,914.76	68.8%
732 IT CAPITAL							
53200 PROF SERVICES - OTHER	0	189,270	.00	.00	.00	189,270.00	.0%
56030 CAPEX - VEHICLES	0	42,155	.00	.00	.00	42,154.70	.0%
56050 CAPEX - INFRASTRUCTURE	0	99,833	.00	.00	33,579.36	66,254.00	33.6%
TOTAL IT CAPITAL	0	331,258	.00	.00	33,579.36	297,678.70	10.1%
735 FACILITIES MAINTENANCE ISF							
50000 SALARIES - REGULAR	2,580,731	2,555,769	1,506,088.58	185,363.94	.00	1,049,680.42	58.9%
50100 SALARIES - TEMPORARY	32,000	48,410	.00	.00	.00	48,410.00	.0%
50168 LEAVE BANK CASH OUT	59,615	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	35,000	55,000	49,270.67	8,412.69	.00	5,729.33	89.6%

YEAR-TO-DATE BUDGET REPORT
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FOR 2025 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50400 VAC SICK COMP BUYBACK	0	0	9,885.37	4,943.58	.00	-9,885.37	100.0%
50410 WORKERS COMP SALARY CONTINUE	0	0	2,535.53	2,535.53	.00	-2,535.53	100.0%
51000 CALPERS PENSION NORMAL COST	260,654	258,132	150,004.71	18,584.86	.00	108,127.29	58.1%
51010 CALPERS PENSION UAL	437,328	437,328	291,552.00	36,444.00	.00	145,776.00	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	282,580	282,580	179,547.30	22,189.21	.00	103,032.70	63.5%
51160 CITY PAID EMPLOYEE BENEFITS	797,374	848,063	474,308.39	52,575.43	.00	373,754.61	55.9%
51210 RETIREE HEALTH INS PLAN	22,203	22,203	13,706.76	2,118.31	.00	8,496.24	61.7%
51300 WORKERS COMPENSATION	201,497	201,497	134,331.36	16,791.42	.00	67,165.64	66.7%
51400 AUTO ALLOWANCE	210	210	132.81	16.16	.00	77.19	63.2%
52300 UNIFORMS	11,200	11,200	550.71	.00	15,349.29	-4,700.00	142.0%
52310 TRAINING-WORKSHOP-MTGS	299	7,499	7,803.15	.00	816.85	-1,121.00	114.9%
52340 MEMBERSHIPS	0	835	835.32	835.32	.00	.00	100.0%
52400 MINOR EQUIPMENT	405,116	405,116	146,168.34	18,338.72	166,532.41	92,415.25	77.2%
52600 SUPPLIES CUSTODIAL	80,000	80,000	36,337.05	1,119.21	41,102.22	2,560.73	96.8%
52610 SUPPLIES SAFETY	5,800	5,800	1,795.12	.00	2,604.88	1,400.00	75.9%
52900 MISC SUPPLIES	2,000	2,000	270.93	-39.59	2,647.72	-918.65	145.9%
53020 INTERNAL PHOTOCOPING COSTS	750	750	2,936.36	1,024.68	.00	-2,186.36	391.5%
53200 PROF SERVICES - OTHER	1,189,000	1,007,768	473,521.41	2,218.62	354,023.66	180,222.74	82.1%
54010 UTILITY EXPENSE-ELECTRIC	770,487	770,487	546,839.32	48,270.87	.00	223,647.68	71.0%
54020 UTILITY EXPENSE - GAS	65,945	65,945	40,634.41	695.41	.00	25,310.59	61.6%
54030 UTILITY EXPENSE- WASTEWATER	11,851	11,851	11,714.58	1,553.08	.00	136.42	98.8%
54040 UTILITY EXPENSE WATER	31,190	31,190	35,199.08	4,081.54	.00	-4,009.08	112.9%
54050 UTIL EXP REFUSE AND DISPOSE	87,000	87,000	47,984.50	3,219.28	.00	39,015.50	55.2%
54080 TELEPHONE CHGS	20,487	20,487	12,919.78	.00	.00	7,567.22	63.1%
56040 CAPEX - MACHINERY/EQUIP	0	15,000	.00	.00	.00	15,000.00	.0%
57000 RENTALS & LEASES	86,000	259,197	157,196.85	33,729.36	101,625.59	374.43	99.9%
57110 TAXES AND FILING FEES	6,000	6,000	5,973.00	225.00	.00	27.00	99.6%
59200 IT & DATA PROCESSING CHGS	400,117	400,117	266,744.64	33,343.08	.00	133,372.36	66.7%
59300 LIABILITY INSURANCE CHGS	174,870	174,870	116,580.00	14,572.50	.00	58,290.00	66.7%
59400 TELEPHONE CHGS HIPC	25,233	25,233	16,822.00	2,102.75	.00	8,411.00	66.7%
59500 FLEET EQUIP MAINT ISF CHG	91,146	91,146	39,921.24	5,219.11	.00	51,224.76	43.8%
59600 INDIRECT PRORATED CST CHG	291,784	291,784	194,522.64	24,315.33	.00	97,261.36	66.7%
TOTAL FACILITIES MAINTENANCE ISF	8,465,467	8,480,467	4,974,633.91	544,799.40	684,702.62	2,821,130.47	66.7%

741 FLEET SERVICES ISF

50000 SALARIES - REGULAR	1,194,675	1,194,675	774,057.02	100,158.30	.00	420,617.98	64.8%
50100 SALARIES - TEMPORARY	20,000	20,000	1,867.36	.00	.00	18,132.64	9.3%
50168 LEAVE BANK CASH OUT	27,597	0	.00	.00	.00	.00	.0%
50200 OVERTIME WAGES	25,000	25,000	22,015.05	2,119.81	.00	2,984.95	88.1%
50400 VAC SICK COMP BUYBACK	0	0	5,188.46	2,607.32	.00	-5,188.46	100.0%

YEAR-TO-DATE BUDGET REPORT
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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51000 CALPERS PENSION NORMAL COST	120,662	120,662	77,150.64	9,976.46	.00	43,511.36	63.9%
51010 CALPERS PENSION UAL	179,983	179,983	119,988.64	14,998.58	.00	59,994.36	66.7%
51030 RETIREMENT ENHANCEMENT PLAN	105,307	105,307	61,229.83	9,321.31	.00	44,077.17	58.1%
51160 CITY PAID EMPLOYEE BENEFITS	293,564	321,161	198,142.90	22,793.98	.00	123,018.10	61.7%
51210 RETIREE HEALTH INS PLAN	20,969	20,969	12,441.18	1,739.56	.00	8,527.82	59.3%
51300 WORKERS COMPENSATION	83,579	83,579	55,719.36	6,964.92	.00	27,859.64	66.7%
51400 AUTO ALLOWANCE	210	210	132.87	16.16	.00	77.13	63.3%
51420 TOOL AND EQUIPMENT ALLOWANCE	6,150	6,150	6,150.00	.00	.00	.00	100.0%
52000 POSTAGE	200	200	108.41	.00	.00	91.59	54.2%
52110 REPAIR PARTS	1,260,000	1,260,000	640,641.31	95,460.22	599,747.69	19,611.00	98.4%
52300 UNIFORMS	36,000	36,000	13,576.69	2,714.71	19,182.38	3,240.93	91.0%
52310 TRAINING-WORKSHOP-MTGS	27,000	27,000	11,764.35	.00	5,892.65	9,343.00	65.4%
52330 EDUCATION REIMBURSEMENT	0	0	90.00	.00	.00	-90.00	100.0%
52400 MINOR EQUIPMENT	30,000	30,000	1,126.77	238.78	18,973.23	9,900.00	67.0%
52610 SUPPLIES SAFETY	0	0	2,030.66	.00	3,919.54	-5,950.20	100.0%
52900 MISC SUPPLIES	27,800	27,800	14,019.50	1,775.44	28,483.68	-14,703.18	152.9%
53000 SOFTWARE EXPENSE	40,000	40,000	48,937.95	.00	.00	-8,937.95	122.3%
53020 INTERNAL PHOTOCOPING COSTS	3,000	3,000	1,016.17	355.82	.00	1,983.83	33.9%
53200 PROF SERVICES - OTHER	543,079	543,079	255,047.04	49,525.84	87,105.97	200,925.99	63.0%
54080 TELEPHONE CHGS	4,997	4,997	3,323.58	.00	.00	1,673.42	66.5%
54090 UNLEADED FUEL	1,400,000	1,400,000	700,329.63	106,340.96	633,997.17	65,673.20	95.3%
54091 COMPRESSED NATURAL GAS	576,000	576,000	341,786.78	53,409.41	371,515.17	-137,301.95	123.8%
54092 DIESEL FUEL	1,700,000	1,700,000	707,417.02	98,111.58	594,874.92	397,708.06	76.6%
55020 EQUIPMENT MAINTENANCE	18,000	18,000	12,088.22	.00	18,211.78	-12,300.00	168.3%
55030 VEHICLE MAINTENANCE	753,030	753,030	412,015.98	120,821.10	324,070.17	16,943.85	97.7%
55040 LUBRICANT	90,370	90,370	76,994.38	22,739.67	43,005.62	-29,630.00	132.8%
55050 TIRES	381,660	381,660	201,904.34	37,015.30	180,342.04	-586.38	100.2%
56040 CAPEX - MACHINERY/EQUIP	23,000	23,000	29,111.44	.00	.00	-6,111.44	126.6%
57110 TAXES AND FILING FEES	9,000	9,000	5,734.05	1,445.05	.00	3,265.95	63.7%
59200 IT & DATA PROCESSING CHGS	164,669	164,669	109,779.36	13,722.42	.00	54,889.64	66.7%
59300 LIABILITY INSURANCE CHGS	78,754	78,754	52,502.64	6,562.83	.00	26,251.36	66.7%
59400 TELEPHONE CHGS HIPC	7,934	7,934	5,289.36	661.17	.00	2,644.64	66.7%
59500 FLEET EQUIP MAINT ISF CHG	0	0	2,983.64	.00	.00	-2,983.64	100.0%
59600 INDIRECT PRORATED CST CHG	339,971	339,971	226,647.36	28,330.92	.00	113,323.64	66.7%
59700 FACILITY CHG MAINTENANCE	420,363	420,363	280,242.00	35,030.25	.00	140,121.00	66.7%
60200 CAPITAL ASSET OFFSET	0	0	-29,111.44	.00	.00	29,111.44	100.0%
TOTAL FLEET SERVICES ISF	10,012,523	10,012,523	5,461,480.50	844,957.87	2,929,322.01	1,621,720.49	83.8%

742 FLEET REPLACEMENT FUND

56040 CAPEX - MACHINERY/EQUIP	0	572,042	.00	.00	.00	572,042.15	.0%
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YEAR-TO-DATE BUDGET REPORT

EXPENSES - FEBRUARY 2025

FOR 2025 08

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57000 RENTALS & LEASES	0	0	21,853.44	2,731.68	11,143.20	-32,996.64	100.0%
59800 TRANSFERS OUT - CIP	0	15,389	.00	.00	.00	15,389.00	.0%
TOTAL FLEET REPLACEMENT FUND	0	587,431	21,853.44	2,731.68	11,143.20	554,434.51	5.6%
801 COFA DEBT SERVICE FUND							
57500 PRINCIPAL PAYMENTS	5,295,698	5,295,698	783,883.76	186,832.24	.00	4,511,814.24	14.8%
57510 INTEREST & PENALTIES EXPENSE	2,441,290	2,441,290	1,228,442.06	3,263.31	.00	1,212,847.94	50.3%
TOTAL COFA DEBT SERVICE FUND	7,736,988	7,736,988	2,012,325.82	190,095.55	.00	5,724,662.18	26.0%
850 RIVERPARK JPA FUND							
53200 PROF SERVICES - OTHER	0	191,094	.00	.00	.00	191,094.00	.0%
56020 CAPEX - IMPRV OTH. THN BLDGS	0	671,098	86,364.13	.00	.00	584,734.14	12.9%
59000 TRANSFERS OUT (LABOR)	0	0	5,362.94	.00	.00	-5,362.94	100.0%
TOTAL RIVERPARK JPA FUND	0	862,192	91,727.07	.00	.00	770,465.20	10.6%
991 GOVERNMENTAL CAPITAL ASSETS FD							
53600 HOUSING ASSIST LOAN GRANT	0	0	-1,327,704.72	.00	.00	1,327,704.72	100.0%
60200 CAPITAL ASSET OFFSET	0	0	-521,663.51	-204,678.35	.00	521,663.51	100.0%
TOTAL GOVERNMENTAL CAPITAL ASSETS	0	0	-1,849,368.23	-204,678.35	.00	1,849,368.23	100.0%
996 GOVERNMENTAL DEBT SERVICE FUND							
57510 INTEREST & PENALTIES EXPENSE	0	0	-404,287.76	.00	.00	404,287.76	100.0%
60500 DEBT OFFSET	0	0	-2,329,108.05	.00	.00	2,329,108.05	100.0%
TOTAL GOVERNMENTAL DEBT SERVICE F	0	0	-2,733,395.81	.00	.00	2,733,395.81	100.0%
GRAND TOTAL	984,101,305*****		400,510,548.58	43,681,553.72	194,569,487.60	922,193,719.43	39.2%

** END OF REPORT - Generated by James Costello **

CITY OF OXNARD BALANCE SHEET REPORT

Feb-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'101	'GENERAL FUND	0000	UNDEFINED SUBFUND	'Asset	(1,149,629.08)	103,762,956.57
				'Fund Balance	627,227.74	(95,569,285.21)
				'Liability	522,401.34	(8,193,671.36)
'104	'HALF CENT SALES TAX - MEAS O	0000	UNDEFINED SUBFUND	'Asset	1,850,758.17	28,050,742.59
				'Fund Balance	(1,877,401.31)	(27,498,242.52)
				'Liability	26,643.14	(552,500.07)
'105	'STREET MAINTENANCE (IUF) FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	279,459.64
				'Fund Balance	0.00	(279,497.56)
				'Liability	0.00	37.92
'114	'STORM WATER MANAGEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(99,624.92)	383,227.67
				'Fund Balance	98,021.07	(383,439.04)
				'Liability	1,603.85	211.37
'119	'PUBLIC SAFETY RETIREMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(890,788.84)	1,832,305.64
				'Fund Balance	890,788.84	(1,833,269.89)
				'Liability	0.00	964.25
'120	'MAINT ASSMNT DIST	2000	SPECIAL DISTRICTS ADMIN	'Asset	(180,231.89)	(1,106,200.47)
				'Fund Balance	174,193.77	1,107,330.29
				'Liability	6,038.12	(1,129.82)
		2030	LMD 03 - RIVER RIDGE	'Asset	(2,792.94)	79,360.98
				'Fund Balance	2,792.94	(79,360.98)
		2100	LMD 10 - COUNTRY CLUB	'Asset	(1,401.06)	29,172.74
				'Fund Balance	1,401.06	(29,172.74)
		2110	LMD 11 - ST. TROPAZ	'Asset	(254.55)	194.25
				'Fund Balance	254.55	(194.25)
		2120	LMD 12 - STANDARD PACIFIC	'Asset	(375.35)	36,300.97
				'Fund Balance	380.80	(36,295.52)
				'Liability	(5.45)	(5.45)
		2130	LMD 13 - LE VILLAGE	'Asset	(902.77)	27,099.68
				'Fund Balance	902.77	(27,099.68)

CITY OF OXNARD BALANCE SHEET REPORT

Feb-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'120	'MAINT ASSMNT DIST	2140	LMD 14 - CALIFORNIA COVE	'Asset	(474.69)	51,573.40
				'Fund Balance	474.69	(51,573.40)
		2160	LMD 16 - CALIFORNIA LIGHTHOUSE	'Asset	(141.12)	14,539.12
				'Fund Balance	141.12	(14,539.12)
		2230	LMD 23 - GREYSTONE	'Asset	(55.90)	8,991.68
				'Fund Balance	375.90	(8,671.68)
				'Liability	(320.00)	(320.00)
		2240	LMD 24 - VINEYARDS	'Asset	(417.21)	26,398.55
				'Fund Balance	417.21	(26,398.55)
		2250	LMD 25 - THE POINTE	'Asset	(923.20)	26,237.78
				'Fund Balance	923.20	(26,237.78)
		2270	LMD 27- ROSE ISLAND	'Asset	(402.56)	22,024.98
				'Fund Balance	402.56	(22,024.98)
		2280	LMD 28 - HARBORSIDE	'Asset	(710.22)	76,066.56
				'Fund Balance	710.22	(76,066.56)
		2300	LMD 30 - HAAS AUTOMATION	'Asset	(95.42)	74,603.28
				'Fund Balance	95.42	(74,603.28)
		2310	LMD 31 - RANCHO DE LA ROSA	'Asset	(1,624.76)	71,317.74
				'Fund Balance	1,972.76	(70,969.74)
				'Liability	(348.00)	(348.00)
		2320	LMD 32 - OAK PARK	'Asset	(395.89)	44,765.41
				'Fund Balance	395.89	(44,765.41)
		2330	LMD 33 - EL PASEO	'Asset	(313.46)	59,441.76
				'Fund Balance	1,385.46	(58,369.76)
				'Liability	(1,072.00)	(1,072.00)
		2340	LMD 34 - SUNRISE PT/SUNSET CV	'Asset	(1,918.88)	62,617.52
				'Fund Balance	5,603.88	(58,932.52)
				'Liability	(3,685.00)	(3,685.00)

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'120	'MAINT ASSMNT DIST	2360	LMD 36 - V ST CRUZ/V CARMEL	'Asset	(9,043.96)	99,672.35
				'Fund Balance	4,876.85	(98,092.35)
				'Liability	4,167.11	(1,580.00)
		2370	LMD 37 - PACIFIC BREEZE	'Asset	(257.50)	153,114.09
				'Fund Balance	257.50	(153,114.09)
		2380	LMD 38 - ALDEA DEL MAR	'Asset	(3,994.56)	73,561.10
				'Fund Balance	3,808.43	(71,946.10)
				'Liability	186.13	(1,615.00)
		2390	LMD 39 - EL SUENO PROMESA	'Asset	(18,035.92)	204,791.09
				'Fund Balance	11,071.69	(203,593.89)
				'Liability	6,964.23	(1,197.20)
		2391	LMD 39- D.R. HORTON	'Asset	(5,209.15)	11,450.11
				'Fund Balance	3,359.32	(11,037.31)
				'Liability	1,849.83	(412.80)
		2400	LMD 40 - CANTADA	'Asset	(507.92)	110,486.51
				'Fund Balance	1,896.92	(109,097.51)
				'Liability	(1,389.00)	(1,389.00)
		2410	LMD 41 - PACIFIC COVE	'Asset	(1,409.72)	35,965.60
				'Fund Balance	1,969.72	(35,405.60)
				'Liability	(560.00)	(560.00)
		2420	LMD 42 - CANTABRIA/CORONADO	'Asset	(9,578.14)	233,392.20
				'Fund Balance	2,084.96	(233,392.20)
				'Liability	7,493.18	0.00
		2430	LMD 43 - GREENBELT	'Asset	(1,071.02)	149,349.05
				'Fund Balance	706.01	(148,962.53)
				'Liability	365.01	(386.52)
		2460	LMD 46 - DAILY RANCH	'Asset	(9,463.75)	93,083.05
				'Fund Balance	2,071.47	(92,883.05)
				'Liability	7,392.28	(200.00)
		2470	LMD 47 - SYCAMORE PLACE	'Asset	(308.58)	98,042.50

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'120	'MAINT ASSMNT DIST	2470	LMD 47 - SYCAMORE PLACE	'Fund Balance	813.58	(97,537.50)
				'Liability	(505.00)	(505.00)
		2490	LMD 49 - CAMERON RANCH	'Asset	(522.41)	(58,164.31)
				'Fund Balance	1,582.41	59,224.31
				'Liability	(1,060.00)	(1,060.00)
		2500	LMD 50 - PV SENIOR HOUSING	'Asset	(847.21)	40,251.91
				'Fund Balance	847.21	(40,251.91)
		2510	LMD 51 - PFEILER	'Asset	(6,739.39)	205,226.11
				'Fund Balance	2,660.65	(204,320.46)
				'Liability	4,078.74	(905.65)
		2520	LMD 52 - WINGFIELD	'Asset	(315.53)	239,741.41
				'Fund Balance	765.53	(239,291.41)
				'Liability	(450.00)	(450.00)
		2530	LMD 53 - HUFF COURT	'Asset	(41.36)	6,400.32
				'Fund Balance	491.36	(5,950.32)
				'Liability	(450.00)	(450.00)
		2540	LMD 54 - MEADOWCREST	'Asset	(382.12)	89,265.70
				'Fund Balance	382.12	(89,265.70)
		2550	LMD 55 - WINGFIELD WEST	'Asset	(585.57)	42,581.48
				'Fund Balance	660.57	(42,506.48)
				'Liability	(75.00)	(75.00)
		2580	LMD 58 - WESTWIND	'Asset	(470.11)	109,392.95
				'Fund Balance	470.11	(109,392.95)
		2600	LMD 60 - ARTISAN	'Asset	(5,332.60)	31,059.10
				'Fund Balance	5,332.60	(31,059.10)
		3040	LMD 04 - MNDLY BAY/BEACH MAIN	'Asset	(1,114.62)	59,187.61
				'Fund Balance	1,114.62	(59,187.61)
		4010	WATERWAYS 01- MANDALAY BAY	'Asset	(7,705.62)	355,609.62
				'Fund Balance	18,515.20	(344,800.04)

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'120	'MAINT ASSMNT DIST	4010	WATERWAYS 01- MANDALAY BAY	'Liability	(10,809.58)	(10,809.58)
		4020	WATERWAYS 02- HARBOR ISLAND	'Asset	(1,299.75)	(65,114.87)
				'Fund Balance	4,546.73	68,361.85
				'Liability	(3,246.98)	(3,246.98)
		6020	CFD 02 - WESTPORT	'Asset	(24,697.28)	1,497,592.48
				'Fund Balance	44,135.71	(1,459,030.06)
				'Liability	(19,438.43)	(38,562.42)
		6040	CFD 04 - SEABRIDGE	'Asset	(42,802.28)	3,883,742.80
				'Fund Balance	45,267.72	(3,850,219.50)
				'Liability	(2,465.44)	(33,523.30)
		6050	CFD 05 - RIVERPARK	'Asset	(149,435.87)	3,233,251.96
				'Fund Balance	163,360.51	(3,089,345.41)
				'Liability	(13,924.64)	(143,906.55)
		6060	CFD 09 - NORTHSHORE MANDALAY	'Asset	0.00	513,997.71
				'Fund Balance	0.00	(513,997.71)
		6070	CFD 07- WAGON WHEEL	'Asset	(291.33)	161,437.72
				'Fund Balance	291.33	(161,437.72)
		6080	CFD 08 - SAKIOKA FARMS	'Asset	0.00	425,257.61
				'Fund Balance	0.00	(425,257.61)
'181	'STATE GAS TAX FUND	0000	UNDEFINED SUBFUND	'Asset	108,709.76	260,333.81
				'Fund Balance	(112,196.90)	(217,609.31)
				'Liability	3,487.14	(42,724.50)
'182	'TRAFFIC SAFETY FUND	0000	UNDEFINED SUBFUND	'Asset	(46,027.66)	(71,039.94)
				'Fund Balance	46,027.66	70,892.41
				'Liability	0.00	147.53
'185	'ROAD MAINT & REHAB ACT FUND	0000	UNDEFINED SUBFUND	'Asset	483,571.66	3,425,604.86
				'Fund Balance	(498,564.16)	(3,425,604.86)
				'Liability	14,992.50	0.00
'191	'ASSET SEIZURE FUND - FED	0000	UNDEFINED SUBFUND	'Asset	0.00	144,967.81

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'191	'ASSET SEIZURE FUND - FED	0000	UNDEFINED SUBFUND	'Fund Balance	2,310.16	(142,287.65)
				'Liability	(2,310.16)	(2,680.16)
'192	'ASSET SEIZURE FUND - STATE	0000	UNDEFINED SUBFUND	'Asset	(5,778.65)	277,587.13
				'Fund Balance	3,598.95	(277,238.18)
				'Liability	2,179.70	(348.95)
'200	'FEDERAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	(241,088.69)	(1,934,075.64)
				'Fund Balance	231,088.69	1,931,273.91
				'Liability	10,000.00	2,801.73
'201	'CDGB FUND	0000	UNDEFINED SUBFUND	'Asset	(169,505.81)	6,213,797.12
				'Fund Balance	75,272.78	(3,484,005.54)
				'Liability	94,233.03	(2,729,791.58)
'202	'HOME FUND	0000	UNDEFINED SUBFUND	'Asset	(642,267.98)	8,745,932.60
				'Fund Balance	642,267.98	(56,461.78)
				'Liability	0.00	(8,689,470.82)
'203	'EMERGENCY SHELTER FUND	0000	UNDEFINED SUBFUND	'Asset	(250,923.65)	63,941.16
				'Fund Balance	232,803.92	(63,941.16)
				'Liability	18,119.73	0.00
'204	'ARPA	0000	UNDEFINED SUBFUND	'Asset	(63,755.78)	3,684,431.63
				'Fund Balance	51,081.98	9,062,084.85
				'Liability	12,673.80	(12,746,516.48)
'210	'STATE & LOCAL GRANTS FUND	0000	UNDEFINED SUBFUND	'Asset	1,557,026.10	13,483,870.38
				'Fund Balance	(1,380,114.51)	936,682.53
				'Liability	(176,911.59)	(14,420,552.91)
'212	'TRANSPORT DEV ACT (TDA) FUND	9030	TDA ARTICLE 3	'Asset	(8.00)	193,961.78
				'Fund Balance	8.00	(191,855.12)
				'Liability	0.00	(2,106.66)
		9040	TDA ARTICLE 4	'Asset	30,165.71	1,937,203.14
				'Fund Balance	586.08	(96,005.32)
				'Liability	(30,751.79)	(1,841,197.82)
		9080	TDA ARTICLE 8A	'Asset	(3,201.83)	24,592.45

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'212	'TRANSPORT DEV ACT (TDA) FUND	9080	TDA ARTICLE 8A	'Fund Balance	3,201.83	(24,592.45)
'220	'STATE HOUSING (LHTFP) GRANT	0000	UNDEFINED SUBFUND	'Asset	(3,807.50)	724,728.86
				'Fund Balance	2,545.00	(55,100.82)
				'Liability	1,262.50	(669,628.04)
'230	'STATE TRAFFIC CONG RELIEF FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	750,405.74
				'Fund Balance	0.00	(750,405.74)
'301	'CAPITAL OUTLAY FUND	0000	UNDEFINED SUBFUND	'Asset	(2,061,209.01)	(380,731.28)
				'Fund Balance	2,584,776.28	3,696,621.33
				'Liability	(523,567.27)	(3,315,890.05)
'311	'PEG FEES FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	5,264,939.99
				'Fund Balance	0.00	(5,264,939.99)
'313	'2022 LEASE PURCH EQUIP FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,392,293.56
				'Fund Balance	0.00	(1,390,653.51)
				'Liability	0.00	(1,640.05)
'314	'2014 LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,937,575.98
				'Fund Balance	0.00	(1,937,575.98)
'315	'2006 TAB HERO/SW/ORMOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,226,971.29
				'Fund Balance	0.00	(1,226,971.29)
'316	'2019A LEASE REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	0.32
				'Fund Balance	0.00	(0.32)
'320	'LOST PUBLIC SECTOR REV FUND	0000	UNDEFINED SUBFUND	'Asset	(22,234.34)	29,136,831.07
				'Fund Balance	27,234.34	(29,081,876.81)
				'Liability	(5,000.00)	(54,954.26)
'350	'DEVELOPMENT IMPACT FEES FUND	8010	PARK FEES - QUIMBY RESERVE	'Asset	0.00	(94,965.97)
				'Fund Balance	0.00	94,965.98
				'Liability	0.00	(0.01)
		8020	PARKS DEVELOPMENT FEES	'Asset	26,501.58	2,002,508.67
				'Fund Balance	(26,501.58)	(2,002,508.67)

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'350	'DEVELOPMENT IMPACT FEES FUND	8030	STORM DRAIN FACILITY FEE	'Asset	3,581.64	10,917,524.55
				'Fund Balance	(3,581.64)	(10,917,524.55)
		8040	CIRCULATION SYS IMPROV FEES	'Asset	40,458.04	21,298,652.39
				'Fund Balance	(35,713.04)	(21,293,778.32)
				'Liability	(4,745.00)	(4,874.07)
		8050	CAP GROWTH FEES-RESIDENTIAL	'Asset	22,575.83	2,117,658.18
				'Fund Balance	(22,028.81)	(2,117,111.16)
				'Liability	(547.02)	(547.02)
		8055	MOBILITY FEE	'Asset	12,863.75	574,295.07
				'Fund Balance	(12,863.75)	(574,295.07)
		8060	CAP GROWTH FEES-NONRESIDENTIAL	'Asset	(126.50)	2,718,993.71
				'Fund Balance	126.50	(2,718,993.71)
		8070	UTILITY UNDERGROUNDING IN LIEU	'Asset	4,636.00	1,865,987.39
				'Fund Balance	(4,554.53)	(1,865,905.92)
				'Liability	(81.47)	(81.47)
		8080	PUBLIC ART PROGRAM FEE	'Asset	(78.33)	1,299,870.19
				'Fund Balance	172.73	(1,299,775.78)
				'Liability	(94.40)	(94.41)
'351	'QUIMBY FUND	8111	QUIMBY FEE - 5 POINTS NORTH	'Asset	0.00	1,356,910.14
				'Fund Balance	0.00	(1,356,910.14)
		8112	QUIMBY FEE - BRYCE CNYN SO	'Asset	0.00	5,015.41
				'Fund Balance	0.00	(5,015.41)
		8113	QUIMBY FEE - CABRILLO	'Asset	0.00	162,714.25
				'Fund Balance	0.00	(162,714.25)
		8114	QUIMBY FEE - CAL-GISLER	'Asset	0.00	1,187.17
				'Fund Balance	0.00	(1,187.17)
		8115	QUIMBY FEE - CARRIAGE SQUARE	'Asset	0.00	431,274.85
				'Fund Balance	0.00	(431,274.85)

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'351	'QUIMBY FUND	8116	QUIMBY FEE - CYPRESS	'Asset	0.00	40,833.35
				'Fund Balance	0.00	(40,833.35)
		8117	QUIMBY FEE - EAST VILLAGE	'Asset	0.00	713,139.22
				'Fund Balance	0.00	(713,139.22)
		8118	QUIMBY FEE - EL RIO	'Asset	0.00	15,029.35
				'Fund Balance	0.00	(15,029.35)
		8119	QUIMBY FEE - EL RIO WEST	'Asset	0.00	314,641.68
				'Fund Balance	0.00	(314,641.68)
		8120	QUIMBY FEE - FREMONT SOUTH	'Asset	0.00	259,453.01
				'Fund Balance	0.00	(259,453.01)
		8121	QUIMBY FEE - HOBSON PARK EAST	'Asset	0.00	462,368.58
				'Fund Balance	0.00	(462,368.58)
		8122	QUIMBY FEE - LA COLONIA	'Asset	0.00	81,591.18
				'Fund Balance	0.00	(81,591.18)
		8123	QUIMBY FEE - MAR VISTA	'Asset	0.00	532,004.10
				'Fund Balance	0.00	(532,004.10)
		8124	QUIMBY FEE - MARINA WEST	'Asset	0.00	134,179.93
				'Fund Balance	0.00	(134,179.93)
		8125	QUIMBY FEE - ORCHARD	'Asset	0.00	220,460.44
				'Fund Balance	0.00	(220,460.44)
		8126	QUIMBY FEE - OXNARD DUNES	'Asset	0.00	691,794.33
				'Fund Balance	0.00	(691,794.33)
		8127	QUIMBY FEE - OXNARD SHORES	'Asset	0.00	95,943.71
				'Fund Balance	0.00	(95,943.71)
		8128	QUIMBY FEE - PACIFIC AVE CMCRL	'Asset	0.00	363,874.31
				'Fund Balance	0.00	(363,874.31)
		8129	QUIMBY FEE - RIO LINDO	'Asset	0.00	161,852.20

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'351	'QUIMBY FUND	8129	QUIMBY FEE - RIO LINDO	'Fund Balance	0.00	(161,852.20)
		8130	QUIMBY FEE - ROSE PARK	'Asset	0.00	1,628.19
				'Fund Balance	0.00	(1,628.19)
		8131	QUIMBY FEE - SEA VIEW ESTATES	'Asset	0.00	2,245,064.79
				'Fund Balance	0.00	(2,245,064.79)
		8132	QUIMBY FEE - SOUTH BANK	'Asset	0.00	56,307.78
				'Fund Balance	0.00	(56,307.78)
		8133	QUIMBY FEE - SOUTHWIND	'Asset	0.00	165,332.09
				'Fund Balance	0.00	(165,332.09)
		8134	QUIMBY FEE - VIA MARINA	'Asset	0.00	1,586,193.69
				'Fund Balance	0.00	(1,586,193.69)
		8135	QUIMBY FEE - WILSON	'Asset	0.00	760,295.62
				'Fund Balance	0.00	(760,295.62)
		8136	QUIMBY FEE - WINDSOR NORTH	'Asset	0.00	36,843.36
				'Fund Balance	0.00	(36,843.36)
'360	'OTH. DEVPT FEES FUND	7010	AIR POLLUTION BUYDOWN FEE	'Asset	(88.33)	506,521.10
				'Fund Balance	88.33	(506,521.10)
		7020	CUPA OPERATING PROGRAM	'Asset	(72,044.27)	1,934,386.09
				'Fund Balance	62,121.36	(1,933,904.67)
				'Liability	9,922.91	(481.42)
		7030	CUPA CAPITAL PROGRAM	'Asset	0.00	454,340.34
				'Fund Balance	0.00	(454,340.34)
		7040	AFFORDABLE RENTAL HOUSING	'Asset	0.00	1,427,941.15
				'Fund Balance	0.00	(127,941.15)
				'Liability	0.00	(1,300,000.00)
		7050	HOUSING IN LIEU - FEES	'Asset	(11,871.69)	15,729,017.61
				'Fund Balance	11,540.18	(2,782,714.67)
				'Liability	331.51	(12,946,302.94)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'360	'OTH. DEVPT FEES FUND					
		7060	HOUSING IN LIEU - CITY	'Asset	0.00	1,103,033.07
				'Fund Balance	0.00	(453,033.07)
				'Liability	0.00	(650,000.00)
'420	'HOUSING SUC AGCY FUND	0000	UNDEFINED SUBFUND	'Asset	(1,623.49)	36,229,974.85
				'Fund Balance	1,623.49	(2,667,429.04)
				'Liability	0.00	(33,562,545.81)
'429	'CDC SUCCESSOR AGENCY FUND	0000	UNDEFINED SUBFUND	'Asset	(684,425.56)	10,967,281.34
				'Fund Balance	536,646.21	12,493,658.01
				'Liability	147,779.35	(23,460,939.35)
'481	'DOWNTOWN IMPROVEMENT DISTRICT	0000	UNDEFINED SUBFUND	'Asset	(733.50)	4,454,547.56
				'Fund Balance	733.50	(4,394,547.55)
				'Liability	0.00	(60,000.01)
'500	'BOND ASSESSMENT DISTRICTS	5000	CFD 2000-3	'Asset	(89,025.62)	6,162,776.61
				'Fund Balance	89,025.62	(2,399,464.47)
				'Liability	0.00	(3,763,312.14)
		5010	HUENEME RD ASSESS DIST 83-1	'Fund Balance	0.00	(0.42)
				'Liability	0.00	0.42
		5020	ROSE/CLARA ASSESS DIST 86-4	'Fund Balance	0.00	(0.18)
				'Liability	0.00	0.18
		5030	ROSE/101 ASSESS DIST 96-1	'Fund Balance	0.00	(0.08)
				'Liability	0.00	0.08
		5040	ROSE AVE/101 IFD	'Fund Balance	0.00	0.43
				'Liability	0.00	(0.43)
		5050	ASSESSMENT DISTRICT 2000-1	'Asset	(34,864.17)	2,318,249.84
				'Fund Balance	34,864.17	(1,183,250.32)
				'Liability	0.00	(1,134,999.52)
		5060	RICE/101 INTER ASSESS DIST	'Asset	(141,898.05)	6,510,931.95
				'Fund Balance	141,898.05	(433,997.66)
				'Liability	0.00	(6,076,934.29)

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FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'500	'BOND ASSESSMENT DISTRICTS					
		5070	CFD 03-SEABRIDGE BONDED	'Asset	(362,535.25)	18,815,736.09
				'Fund Balance	362,535.25	(1,050,735.72)
				'Liability	0.00	(17,765,000.37)
		5080	OXNARD TWIN CENTER CFD 88-1	'Fund Balance	0.00	(0.32)
				'Liability	0.00	0.32
		5100	CFD-01 - WESTPORT BONDED	'Asset	(130,006.88)	6,085,557.81
				'Fund Balance	130,006.88	(561,496.43)
				'Liability	0.00	(5,524,061.38)
'541	'DEVELOPER/OTHER DEPOSITS FUND	0000	UNDEFINED SUBFUND	'Asset	(196,669.23)	8,978,411.59
				'Fund Balance	16,493.95	(7,393,360.07)
				'Liability	180,175.28	(1,585,051.52)
'542	'PAYROLL CLEARING FUND	0000	UNDEFINED SUBFUND	'Asset	1,134,427.02	4,959,780.54
				'Fund Balance	53,775.71	2,373,222.36
				'Liability	(1,188,202.73)	(7,333,002.90)
'545	'HOUSING AUTHORITY PAYROLL FUND	0000	UNDEFINED SUBFUND	'Asset	(385,439.61)	66,653.96
				'Fund Balance	385,439.61	(69,537.88)
				'Liability	0.00	2,883.92
'551	'OPD PROPERTY ROOM FUND	0000	UNDEFINED SUBFUND	'Asset	(751.00)	365,748.19
				'Fund Balance	0.00	(279,686.23)
				'Liability	751.00	(86,061.96)
'561	'OXNARD DOWNTOWN MGT DIST FUND	0000	UNDEFINED SUBFUND	'Asset	(199,500.00)	174,023.77
				'Fund Balance	0.00	(174,023.58)
				'Liability	199,500.00	(0.19)
'571	'CONTRIBUTIONS TRUST FUND	0000	UNDEFINED SUBFUND	'Asset	(23,869.45)	2,679,652.48
				'Fund Balance	735.25	(2,261,941.05)
				'Liability	23,134.20	(417,711.43)
'586	'ENHANCED RETIREMENT PLAN FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	116,651,766.91
				'Fund Balance	0.00	(116,651,766.91)
'601	'WATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	816,682.09	297,773,249.98

CITY OF OXNARD BALANCE SHEET REPORT

Feb-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'601	'WATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Fund Balance	(650,424.88)	(115,822,595.09)
				'Liability	(166,257.21)	(181,950,654.89)
'602	'WATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(94,074.25)	820,987.90
				'Fund Balance	190,552.05	357,714.18
				'Liability	(96,477.80)	(1,178,702.08)
'603	'WATER DEVLPMT IMPACT FEES FUND	0000	UNDEFINED SUBFUND	'Asset	26,975.83	20,578,805.95
				'Fund Balance	(24,183.83)	(20,576,013.95)
				'Liability	(2,792.00)	(2,792.00)
'605	'WATER CAP FACILITY FUND	0000	UNDEFINED SUBFUND	'Asset	3,274.83	1,830,832.56
				'Fund Balance	(2,933.83)	(1,838,786.16)
				'Liability	(341.00)	7,953.60
'606	'WATER RESOURCE FEE FUND	0000	UNDEFINED SUBFUND	'Asset	(87.33)	2,054,592.95
				'Fund Balance	87.33	(2,054,592.95)
'607	'WATER BONDS/WIFIA LOANS	0000	UNDEFINED SUBFUND	'Asset	0.00	(114,428.25)
				'Fund Balance	0.00	149,428.25
				'Liability	0.00	(35,000.00)
'608	'WATER SECURITY-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	(68,281.70)	485,732.28
				'Fund Balance	95,454.27	292,614.91
				'Liability	(27,172.57)	(778,347.19)
'609	'WATER BOND 2021A REV BOND FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	12,781,750.56
				'Fund Balance	0.00	(12,696,949.26)
				'Liability	0.00	(84,801.30)
'611	'WASTEWATER OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	1,471,641.66	330,324,346.18
				'Fund Balance	(1,116,141.66)	(227,186,221.95)
				'Liability	(355,500.00)	(103,138,124.23)
'612	'WASTEWATER CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(2,448,695.53)	(735,089.74)
				'Fund Balance	2,202,347.61	3,427,655.42
				'Liability	246,347.92	(2,692,565.68)
'613	'WASTEWATER CONNECTION FEE FUND	0000	UNDEFINED SUBFUND	'Asset	39,938.47	17,648,890.63
				'Fund Balance	(39,938.47)	(17,648,890.63)

CITY OF OXNARD BALANCE SHEET REPORT

Feb-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'613	'WASTEWATER CONNECTION FEE FUND					
'617	'WASTEWATER BONDS/SRF LOANS	0000	UNDEFINED SUBFUND	'Asset	0.00	(24,821,345.45)
				'Fund Balance	0.00	24,821,345.45
'628	'WASTEWATER SEC-CONT PREV FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	1,046,372.75
				'Fund Balance	0.00	(1,046,372.75)
'631	'SOLID WASTE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	583,725.90	61,045,674.86
				'Fund Balance	(598,727.67)	(14,284,655.97)
				'Liability	15,001.77	(46,761,018.89)
'632	'SOLID WASTE CIP FUND	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	0.00
'634	'SOLID WASTE DEVELOPER FEE FUND	0000	UNDEFINED SUBFUND	'Asset	3,523.18	947,864.88
				'Fund Balance	(3,523.18)	(947,864.88)
'638	'SOLID WASTE SEC - CONT PREV FU	0000	UNDEFINED SUBFUND	'Asset	22.44	1,083,205.37
				'Fund Balance	(22.44)	(1,083,205.37)
'641	'PERFORMING ARTS CENTER FUND	0000	UNDEFINED SUBFUND	'Asset	149,282.57	650,393.84
				'Fund Balance	(149,230.57)	(650,352.14)
				'Liability	(52.00)	(41.70)
'651	'GOLF COURSE OPERATING FUND	0000	UNDEFINED SUBFUND	'Asset	690,561.89	51,533,488.20
				'Fund Balance	(170,217.56)	(50,769,355.05)
				'Liability	(520,344.33)	(764,133.15)
'652	'GOLF COURSE CIP FUND	0000	UNDEFINED SUBFUND	'Asset	(50.00)	(842.51)
				'Fund Balance	50.00	842.51
'701	'PUBLIC LIAB & PROP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	438,042.83	1,480,496.84
				'Fund Balance	(438,042.83)	6,588,652.05
				'Liability	0.00	(8,069,148.89)
'702	'WORKERS COMP INSUR ISF	0000	UNDEFINED SUBFUND	'Asset	314,013.16	24,036,544.58
				'Fund Balance	(471,482.35)	17,566,034.73
				'Liability	157,469.19	(41,602,579.31)
'725	'CUSTOMER BILLING OPS ISF	0000	UNDEFINED SUBFUND	'Asset	35,454.42	2,903,593.24
				'Fund Balance	(34,990.70)	3,089.38

CITY OF OXNARD BALANCE SHEET REPORT

Feb-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
'725	'CUSTOMER BILLING OPS ISF	0000	UNDEFINED SUBFUND	'Liability	(463.72)	(2,906,682.62)
'731	'INFORMATION TECHNOLOGY ISF	0000	UNDEFINED SUBFUND	'Asset	(28,460.59)	15,323,022.49
				'Fund Balance	3,288.59	(6,956,151.47)
				'Liability	25,172.00	(8,366,871.02)
'732	'IT CAPITAL	0000	UNDEFINED SUBFUND	'Fund Balance	0.00	(0.00)
'735	'FACILITIES MAINTENANCE ISF	0000	UNDEFINED SUBFUND	'Asset	140,185.72	5,665,796.08
				'Fund Balance	(157,042.05)	2,261,310.89
				'Liability	16,856.33	(7,927,106.97)
'741	'FLEET SERVICES ISF	0000	UNDEFINED SUBFUND	'Asset	22,792.82	2,025,235.78
				'Fund Balance	43,780.48	2,771,075.58
				'Liability	(66,573.30)	(4,796,311.36)
'742	'FLEET REPLACEMENT FUND	0000	UNDEFINED SUBFUND	'Asset	(5,463.36)	583,104.79
				'Fund Balance	2,731.68	(583,104.79)
				'Liability	2,731.68	0.00
'801	'COFA DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	52,770.16
				'Fund Balance	190,095.55	137,325.39
				'Liability	(190,095.55)	(190,095.55)
'850	'RIVERPARK JPA FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	820,458.29
				'Fund Balance	0.00	(820,458.29)
'991	'GOVERNMENTAL CAPITAL ASSETS FD	0000	UNDEFINED SUBFUND	'Asset	204,678.35	2,132,195,688.68
				'Fund Balance	(204,678.35)	(1,836,541,719.36)
				'Liability	0.00	(295,653,969.32)
'996	'GOVERNMENTAL DEBT SERVICE FUND	0000	UNDEFINED SUBFUND	'Asset	0.00	19,408,656.21
				'Fund Balance	0.00	68,136,011.27
				'Liability	0.00	(87,544,667.48)
'999	'TREASURY FUND	0000	UNDEFINED SUBFUND	'Asset	1,071,380.78	485,149,437.57
				'Liability	(1,071,380.78)	(485,149,437.57)
(blank)	(blank)	(blank)	(blank)	(blank)		

CITY OF OXNARD BALANCE SHEET REPORT

Feb-25

FUND	FUND DESCRIPTION	SUBFUND	SUBFUND DESCRIPTION	ACCOUNT TYPE	NET CHANGE	ACCOUNT BALANCE
(blank)	(blank)		#N/A	(blank)		
Grand Total					(0.00)	(0.00)

DATE: April 29, 2025

TO: City Council

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

SUBJECT: Resolution Opposing a Third Extension to Continue the Operation of Ormond Beach Power Station Beyond December 31, 2026. (15 minutes)

RECOMMENDATION

That the City Council:

1. Adopt a resolution opposing a third extension to continue the operation of the Ormond Beach Power Station, beyond the December 31, 2026, closure date; and
2. Submit the Resolution to all state agencies involved in the fate of the power plant's decision-making process, to our state representatives, and to the Governor's Office.

(This item did not originate in Committee)

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

video: <https://youtu.be/KzspH5ZDc3E>

BACKGROUND

The City of Oxnard has had, for more than half a century, its otherwise beautiful coastline bookended by two rather large electricity producing power plants.



Mandalay Power Plant: 1956 - 2018



Ormond Beach Power Plant: 1971 - present

These power plants were designed during an era when, it appears, it was acceptable (or not well understood) to suck in cold ocean water to cool down the power plant while it runs. Over time, this method was questioned more and more because this process was also sucking in a variety of marine and estuarine life and spitting it back out into the ocean like an underwater meat grinder. Eventually the state made the decision to begin decommissioning such “once through cooling” power plants throughout California, if they could not “upgrade” to repower their locations with modern, non-water-cooled systems. Hence, the “OTC” decommissioning policy was implemented in 2010. Since then, 16 of the 24 plants have decommissioned, including Oxnard’s Mandalay Plant.

The Ormond Beach Power Plant was slated to decommission at the end of 2020. Due to California's electricity needs, the state's grid reliability concerns, and the preference to avoid electric power outages, various state commissions/agencies ultimately collectively decided it was necessary to keep the remaining OTC plants online for back-up power generation. The Ormond Plant's operation was extended until December 2023. This happened again in 2022, and the operation of the Ormond Plant is currently extended through December 2026.

Decommissioning vs. Dismantling

When it comes to ending the productive life of a power plant, policy makers and environmental advocates alike have been exceedingly short-sighted in their focus on decommissioning while ignoring (or at least not achieving) any requirements for the dismantling of retired power plants. This came at the expense of local communities that have borne the burden of hosting their respective power plants for decades.

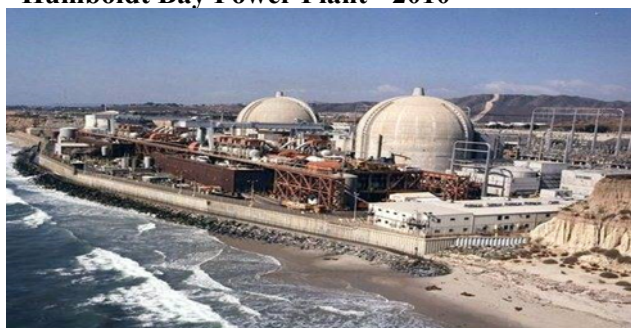
Turning off a power plant is not the same as taking it down. Requiring the former without the latter does not make public policy sense. Here are some decommissioned power plants that remain standing:



Humboldt Bay Power Plant - 2010



Potrero Generating Station - 2011



San Onofre Nuclear Generating Station - 2012



Gateway Generating Station - 2013



Morro Bay Power Plant - 2014



Delta Energy Center - 2016



Encina Power Plant - 2017



Mandalay Power Plant - 2018

The writing was on the wall regarding California's electric grid reliability anxiety during the lead-up, in 2019 and 2022, to both extensions. The City of Oxnard, understanding the circumstances of the state's greater need and the authority of higher levels of government, took the opportunity to establish, in partnership with GenOn (they own & operate the power plant), a \$25M trust fund for the sole purpose of dismantling the power plant post decommission. That fund is fully funded by GenOn and entrusted at the Ventura County Community Foundation. Again, in 2022, the City and GenOn established a public access park fund of \$10M. This fund is in effect and currently 47% funded in a City account.

DISCUSSION

As we head into 2026, Oxnard wants to make it clear to the State of California that enough is enough. Oxnard has been understanding and collaborative in meeting the state's overall electricity reliability anxiety. We do not, however, want a third extension to the Ormond Beach Power Plant, nor do we believe that the state needs it beyond 2026. In short, the Ormond Plant was only called upon three times in 2024.

Even as the state agencies and commissions discuss and debate the challenges from wildfires, extreme weather, and the electric companies' efforts to upgrade the electrical grid for reliability, they should be able to draw the needed back-up power from somewhere other than Ormond Beach, especially given that, again, Ormond was called upon only three times in 2024.

Oxnard has endured the two power plants on our beachfront for more than half a century. It's time for the Ormond Plant to retire and be dismantled.

If the City Council approves of the attached resolution opposing a third extension for the Ormond Plant, we will send the resolution to the relevant state commissions/agencies and representatives, including:

1. Statewide Advisory Committee on Cooling Water Intake Structures
2. California State Water Resources Control Board/California Energy Commission
3. California Public Utilities Commission
4. California Energy Commission
5. California Coastal Commission
6. California State Lands Commission
7. California Air Resources Board
8. California Independent System Operator
9. Assemblymember Steve Bennet
10. Senator Monique Limon
11. Lieutenant Governor Eleni Kounalakis
12. Governor Gavin Newsom

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. Ormond Beach Power Plant Resolution
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD INDICATING THE CITY'S OPPOSITION TO A THIRD EXTENSION OF THE OPERATION OF THE ORMOND BEACH POWER PLANT, BEYOND THE EXISTING SCHEDULED CLOSURE DATE OF DECEMBER 31, 2026

WHEREAS, for more than fifty years, the City of Oxnard has been the home to two electricity producing power plants on its coastline – the Ormond Beach Power Plant and the Mandalay Power Plant – as well as other industrial uses on the coastline; and

WHEREAS, these two Oxnard power plants (along with other coastal power plants in California) relied on “once through cooling” (OTC) to cool down the power plants while they were running by drawing water from the ocean; and

WHEREAS, the power plants that relied on OTC collectively withdrew billions of gallons of water every day for the operation of the power plants, killing fish, larvae, eggs, sea lions, turtles and other creatures that were trapped against the screens of the water intake system or drawn into the cooling system and exposed to pressure and high heat; and

WHEREAS, based upon the negative impacts of OTC, the State of California adopted regulations that provided a OTC Policy compliance date where the power plants affected by the OTC Policy would need to retire the existing OTC units or make substantial modifications to the cooling systems of the power plants; and

WHEREAS, the Mandalay Power Plant closed in 2018 and the Ormond Beach Power Plant was slated to be decommissioned in 2020; however, due to California's electricity needs and grid reliability concerns, various state commissions and agencies ultimately decided it was necessary for the Ormond Beach Power Plant and other selected OTC power plants to remain open until December 2023;

WHEREAS, because of the continuing electricity needs and grid reliability concerns, the operation of the Ormond Beach Power Plant was subsequently extended for an additional three years through December 31, 2026; and

WHEREAS, given the likelihood of the first extension of the operating of the Ormond Beach Power Plant due to California's electricity needs and grid reliability concerns, the City of Oxnard established a partnership with GenOn (the owner/operator of the Ormond Beach Power Plant) to establish a \$25,000,000 trust fund with the Ventura County Community Foundation for the sole purpose of dismantling the Ormond Beach Power Plant after it was decommissioned; and

WHEREAS, given the likelihood of the second extension of the operating of the Ormond Beach Power Plant due to California's electricity needs and grid reliability concerns, the City of Oxnard established with GenOn a public access park fund for enhanced coastal access in the amount of \$10,000,000, with this fund currently 47 percent funded by ongoing monthly payments from GenOn that will continue through December 31, 2026; and

WHEREAS, while the City of Oxnard has been very collaborative with the State of California in helping to ensure grid reliability by the continued operations of the Ormond Beach Power Plant at peak electrical usage times through December 31, 2026, the time has come for the industrialization of Oxnard's coastline to cease; and

WHEREAS, the City of Oxnard and its residents have endured two power plants on its coastline for more than fifty years and other industrial uses that were sited in Oxnard instead of other California coastal communities; and

WHEREAS, now is the time for the Ormond Beach Power Plant to be decommissioned as of December 31, 2026 and then dismantled using the \$25,000,000 in trust fund currently held by the Ventura County Community Foundation.

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

Section 1. Based upon the foregoing, the City Council of the City hereby opposes any extension of the operations of the Ormond Beach Power Plant beyond its current closure date of December 31, 2026 so that the dismantling of the Ormond Beach Power Plant can begin.

Section 2. City staff are directed to provide copies of this resolution to the following State commissions and agencies, and elected representatives:

1. Statewide Advisory Committee on Cooling Water Intake Structures
2. California State Water Resources Control Board\California Energy Commission
3. California Public Utilities Commission
4. California Energy Commission
5. California Coastal Commission
6. California State Lands Commission
7. California Air Resources Board
8. California Independent System Operator
9. Assemblymember Steve Bennet
10. Senator Monique Limon
11. Lieutenant Governor Eleni Kounalakis
12. Governor Gavin Newsom

PASSED AND ADOPTED this _____ day of April, 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

Proposed Resolution to Oppose a Third Extension to Continue the Operation of Ormond Beach Power Station Beyond December 31, 2026

Alexander Nguyen, City Manager

City Council

April 29, 2025



RECOMMENDATION

That the City Council:

1. Adopt a resolution opposing a third extension to continue the operation of the Ormond Beach Power Station, beyond the December 31, 2026, closure date; and
2. Submit the Resolution to all state agencies involved in the fate of the power plant's decision-making process, to our state representatives, and to the Governor's Office.

BACKGROUND

- The power plant has been in operation since 1971.
- It was set to close down in 2020 per State of California policy.
- However, the State has twice extended the operation, in 2020 and 2023.
- It is currently slated for decommission on December 31, 2026.

DISCUSSION

- Enough is enough.
- Oxnard now expects that the power plant is decommissioned as scheduled, so we can begin the dismantling process.
- Staff recommends that the City Council resolve to oppose a third extension.



Questions



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.2

DATE: April 29, 2025

TO: City Council

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

SUBJECT: Tenant Anti-Harassment Ordinance. (20 minutes)

RECOMMENDATION

That the City Council:

1. Review and approve the first reading by title only and waive further reading of the proposed ordinance titled: "ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS"; and
2. Authorize two full-time equivalent (FTE) positions, and the associated budget, as part of the Fiscal Year 2025-2026 Budget for implementation of the proposed ordinance.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.)

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

BACKGROUND

Recently, there has been an increase in the number of cases reported against landlords who are employing coercive tactics in order to induce tenants to vacate their rent stabilized units. Rent stabilized units are subject to a limitation of annual rent increases, for specified properties to 4%.

Some of the reported tactics include: reducing housing services, issuing eviction notices based on false grounds, threatening to contact immigration authorities or refusing to complete repairs required by law. These tactics often force tenants to vacate their units, which in turn allows landlords to raise rents to market rate rent without abiding by the City's 4% rent caps, for applicable units, or going through the City's Fair Return Petition Process.

Several jurisdictions such as Santa Monica, West Hollywood, Oakland, San Jose and Los Angeles have seen similar trends, resulting in the adoption of tenant anti-harassment ordinances. It has been reported that the anti-harassment ordinances serve as a deterrent to illegal conduct and assist tenants in their legal defense against landlords who engage in such harassment.

In response to escalating reports of landlord harassment in Oxnard, Councilwoman Basua and Perez requested staff bring forth a Tenant Anti-Harassment Protections Ordinance for City Council's consideration. Housing staff engaged Mr. Stephen Lewis, Esq. (Mr. Lewis) to prepare a Tenant Anti-Harassment Protections Ordinance. The proposed ordinance incorporates best practices from the various jurisdictions consulted, continuing the City's moderate approach, while also ensuring the ordinance did not violate any constitutional protections or published appellate opinions.

On March 25, 2025 staff introduced a draft Tenant Anti-Harassment Protections Ordinance to the Community Services, Public Safety, Housing & Development Committee. At this meeting, staff received input from the Committee, public and

various community stakeholders. Although there were a number of changes requested, consensus was reached amongst the stakeholders and Committee Members for two (2) changes, which are further described below.

DISCUSSION

The March 25, 2025 Committee staff report, without attachments, is included as Attachment 3. That report should be read in conjunction with this staff report.

The proposed ordinance prohibits harassment by residential landlords and identifies specific acts and omissions by landlords that constitute prohibited harassment. Violations under the ordinance are a misdemeanor and may be criminally prosecuted by the City. Based on the experience of other jurisdictions with similar ordinances, only the most egregious cases are prosecuted as violations of tenant anti-harassment laws. The ordinance also allows an aggrieved tenant, the City, or an organization to pursue civil action for damages and the recovery of attorney fees. The ordinance would apply citywide to all residential tenancies within the City. A copy of the proposed ordinance is attached to this report (Attachments 1 and 2).

For the ordinance to be effective it would require at least two staff positions, which are discussed in more detail later in this report. The two positions associated with this ordinance will be included for Council consideration of the FY 25-26 budget. Therefore, if the ordinance is approved on April 29th, the ordinance will not come before the Council for adoption until after consideration of the FY 25-26 budget. An ordinance does not go into effect until 30 days after adoption. This means, at the earliest this ordinance would not be effective until at least the end of July.

During the Committee meeting several comments were received and ultimately, consensus was reached and the Committee recommended two (2) changes to the proposed ordinance, as outlined below:

1. Section 27-42(A)(3) addresses an owner's right to access a rental unit. A request was made to add language specifying the hours during which entry is permitted. In response and in collaboration with community stakeholders, staff proposes adding the following subsection:

(v) "entries outside of normal business hours, which are defined as 7 AM to 7 PM, Monday through Friday, Saturdays 8 AM to 12 PM, except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry."

2. Section 27-42 (A)(10) was amended to clarify "good faith":

"...This subsection shall not apply to communications and conduct that are made in connection with actual pending litigation or litigation preparation, including any communications and conduct subject to Civil Code section 47 in conjunction with the "good faith" requirements stated in *Action Apartment Assn., Inc. v. City of Santa Monica* (2007) 41 Cal.4th 1232."

Implementation of the Tenant Anti-Harassment Ordinance

In preparation for implementing the proposed ordinance, staff reviewed over a dozen anti-harassment laws to better understand the staffing, budget and outcomes associated with the implementation of their respective laws. Based on this research, staff recommends an approach in alignment with the City of Santa Monica, which is a standalone anti-harassment ordinance so it will cover all residential tenancies within the City.

The City of Santa Monica's Tenant Harassment Ordinance applies to the 33,505 renters as identified in their Housing Element, as compared to an estimated 22,327 housing units in Oxnard that the proposed ordinance would apply to.

The City of Santa Monica receives approximately 200 complaints a year and on average 5-10 of those result in litigation. Each of those complaints warrants a thorough investigation which often results in substantial staff time needed to prepare these cases prior to the City Attorney's office receiving them. Santa's Monica's ordinance is administered by the City Attorney's - Consumer Protection Unit, which is staffed by five lawyers, two investigators and support staff.

Adoption of a Tenant Anti-Harassment Protections Ordinance would be ineffective without adequate staffing and resources to enforce the ordinance. Based on research with other cities, to launch a citywide program at least two (2) positions are necessary: one (1) partially dedicated Assistant City Attorney and one (1) fully dedicated Housing Investigator.

Enforcement of the proposed ordinance is contingent upon City Council approval of the additional staffing necessary for its implementation. Therefore, if the ordinance is approved on April 29th, the proposed ordinance would return to the City Council for consideration of adoption after the FY 25-26 budget is adopted.

The Assistant City Attorney would conduct legal research, prepare opinions and regulations, prosecute civil or criminal violations related to the Tenant Anti-Harassment Protections Ordinance and other municipal codes, and represent the city in a variety of litigation. The current salary range for an Assistant City Attorney is: \$156,976.56 - \$216,831.68.

The Housing Investigator would investigate tenant complaints, conduct research, interview witnesses, prepare reports and make referrals for criminal prosecution, civil litigation or to non-profits organizations. The current salary range for a Housing Investigator is: \$59,839 - \$113,367.

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

Adoption of the proposed ordinance will have a new fiscal impact on the General Fund. An annual budget of approximately \$505,000 is needed to support the two positions, budgeted at mid-range of the salaries, including benefits and fixed charges such as workers compensation, liabilities, unfunded liabilities, etc.

COMMITTEE OUTCOME

On March 25, 2025 staff introduced a draft Tenant Anti-Harassment Protections Ordinance to the Community Services, Public Safety, Housing & Development Committee. Written comments regarding this item were received from the Law Office of Barbara Macri-Ortiz and CAUSE. At this meeting, staff also received input from the Committee, public and various community stakeholders including property owners and managers, and real estate association professionals. Based on the consensus received, staff amended the draft ordinance as described within this staff report. The Community Services, Public Safety, Housing & Development Committee approved the ordinance as amended, 3-0 on March 25, 2025.

Prepared by: Albert Ramirez, Assistant Housing Director

ATTACHMENTS

1. Attachment 1 - Redline Tenant Anti-Harassment Ordinance
2. Attachment 2 - Clean Tenant Anti-Harassment Ordinance
3. Attachment 3 - Committee Staff Report
4. Attachment 4 - Comment Letters
5. Attachment 5 - PowerPoint Presentation

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE
ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS

WHEREAS, a minority of landlords are reported to employ coercive tactics such as reducing housing services, issuing eviction notices based on false grounds, threatening to contact immigration authorities or refusing to conduct repairs required by law, in order to induce tenants to vacate their rent stabilized units; and

WHEREAS, several jurisdictions such as Santa Monica, West Hollywood, Oakland, San Jose and Los Angeles have seen similar trends, resulting in the adoption of tenant anti-harassment ordinances; and

WHEREAS, the City Council determines to adopt the proposed tenant anti-harassment protections ordinance intended to make it clear that an owner can't engage in harassment of any tenant of a residential rental housing unit; and

WHEREAS, specifically defining prohibited tenant harassment will help to put landlords and tenants on notice of their rights and obligations and may prevent harassment, including that which escalates to tenants being forced to move.

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

Part 1. A new Article III. – “Tenant Anti-Harassment Protections” is added to Chapter 27 of the City Code to read as follows:

“Article III – TENANT ANTI-HARASSMENT PROTECTIONS

27-40 TENANT HARASSMENT PROHIBITED.

No person renting out residential real property, including the owner of such real property or the owner's agent, property manager or representative, or master tenant renting to a subtenant shall, with respect to property used as a residential rental unit under any rental agreement or other tenancy or estate at will, however created, engage in harassment of any tenant of a residential rental housing unit.

27-41 DEFINITIONS.

A. Housing Service. Housing services include, but are not limited to, hot and cold water, heat, electricity, gas, refrigeration, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, refuse removal, furnishings, telephone, parking, effective waterproofing and weather protection, painting, and any other benefit, privilege

or facility that has been provided by the landlord to the tenant with use or occupancy of any rental housing unit. Services to a rental housing unit shall include a proportionate part of services provided to common facilities of the building in which the rental housing unit is contained.

B. Owner. An owner, lessor, sublessor, or any other person entitled to receive rent for the use and occupancy of any rental housing unit, or an agent, representative or successor of any of the foregoing.

C. Rental Housing Agreement. An agreement, oral or written or implied, between a landlord and tenant for use or occupancy of residential real property.

D. Tenant. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental housing agreement to the use or occupancy of any rental housing unit.

27-42 PROHIBITION OF TENANT HARASSMENT.

A. Forms of harassment prohibited include, but are not limited to, the following conduct done with an intent to vex, annoy, injure, or intimidate a tenant:

1. A reduction or elimination of housing services as the term “housing service” is defined in this Article.

2. A reduction of maintenance or failure to perform and timely complete necessary repairs or maintenance as set forth by contract or by State, County or local housing, health or safety laws.

3. Abusing the right of access into a rental housing unit as established and limited by California Civil Code Section 1954. This includes:

(i) entries for pretextual inspections that are not related to necessary repairs or services;

(ii) entries or notices to enter that are excessive in number in violation of California Civil Code Section 1954;

(iii) entries that improperly target certain tenants or are used to collect evidence against the tenant for the purpose of finding a reason to terminate the tenant's tenancy;

(iv) entries that interfere with a tenant’s right to privacy, including, but not limited to, entering or photographing portions of a rental housing unit that are beyond the scope of a lawful entry or inspection; or

~~(v) entries beyond the scope of an otherwise lawful entry.~~

(v) entries outside of normal business hours, which are defined as 7 AM to 7 PM, Monday through Friday, Saturdays 8 AM to 12 PM, except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry;

(vi) entries beyond the scope of an otherwise lawful entry.

4. Engaging in abusive conduct toward a tenant through the use of words which are offensive and inherently likely to provoke an immediate violent reaction.

5. Enticing a tenant to vacate a rental housing unit through an intentional misrepresentation(s) or the concealment of a material fact.

6. Threatening a tenant, by word or gesture, with physical harm.

7. Misrepresenting to a tenant that the tenant is required to vacate a rental housing unit.

8. Failing to exercise due diligence in performing and completing repairs to a rental housing unit after obtaining possession of the unit for the purpose of performing the repairs.

9. Engaging in an activity prohibited by federal, state or local law which prohibits housing discrimination on any basis including but not limited to sexual orientation, race, color, sex, ancestry, ethnic origin, national origin, religion, age, marital status, familial status, parenthood, pregnancy, disability, medical condition, occupancy by a minor child, or citizenship.

10. Threatening to terminate a tenancy, recover possession of a rental unit, or evict a tenant from a rental unit without a proper factual and legal basis. ~~This subsection shall not apply to a threat that is made in connection with litigation that is actually pending or in good faith contemplated when the threat is made~~ This subsection shall not apply to communications and conduct that are made in connection with actual pending litigation or litigation preparation, including any communications and conduct subject to Civil Code section 47 in conjunction with the "good faith" requirements stated in Action Apartment Assn., Inc. v. City of Santa Monica (2007) 41 Cal.4th 1232.

11. Engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit.

12. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties.

13. Engaging in any act or omission constituting a disturbance of a tenant's possession of rental premises, whereby the premises are rendered unfit for occupancy, or the tenant is deprived of the beneficial enjoyment of the premises.

14. Engaging in construction or renovations at a property that creates conditions designed to encourage any tenant to vacate their rental unit.

15. Prohibiting entry by the tenant into a tenant's unit absent a judicial order permitting repossession by the landlord.

16. Inquiring as to the immigration or citizenship status of a tenant, prospective additional tenant, occupant, or prospective additional occupant of a rental unit, or requiring any of these people to make any statement, representation, or certification concerning their immigration or citizenship status, or disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of any of the foregoing individuals.

17. Interfering with a tenant's right to privacy, including, but not limited to, using cameras to view the interior of a tenant's rental unit, requesting information regarding residency or citizenship status, or requesting a Social Security number, except as authorized by law.

18. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations or unions, or for engaging in other political activities.

19. Retaliating against or threatening a tenant for inquiring with, or seeking assistance from, a government or social services agency.

B. The conduct described in paragraph (A) of this section shall not include conduct intended to communicate ideas or beliefs to the public at large which has only an incidental effect upon a person or persons.

27-43 PENALTIES.

A. Criminal Prosecution. Violation of this Article is a misdemeanor and may be prosecuted as such by the City. Upon conviction, any violator shall be punished by a fine of not greater than one thousand dollars (\$1,000) or by imprisonment in the County Jail for not more than six months, or by both such fine and imprisonment.

B. Civil Action for Damages. Any person, including the City, may enforce the provisions of this Article by means of a civil action. Any person or entity violating any of the provisions of this Article is liable for each and every such offense for actual damages suffered by the aggrieved party, or for statutory damages in the sum of ten thousand dollars (\$10,000.00), whichever is greater, and for punitive damages, and shall be liable for attorneys' fees and costs. Any person or entity violating any of the provisions of this section is liable for additional statutory damages in the sum of five thousand dollars (\$5,000.00) for each and every such offense if the aggrieved party is a senior citizen or disabled tenant when any of the harassing conduct occurred.

C. Injunctive Relief. Any person who commits an act, proposes to commit an act, or engages in any pattern and practice which violates this Article may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest harmed tenant or tenants.

D. Remedies Not Exclusive. The remedies provided in this Article are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties or procedures provided by law."

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 3. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. ____ was first read on _____, 2025, and finally adopted on _____, 2025, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
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C. Injunctive Relief. Any person who commits an act, proposes to commit an act, or engages in any pattern and practice which violates this Article may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest harmed tenant or tenants.

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NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

REPORTS AGENDA ITEM NO. D.2

DATE: March 25, 2025

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

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

SUBJECT: Tenant Anti-Harassment Ordinance. (20 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee:

1. Review and recommend that the City Council approve the first reading by title only and waive further reading of the proposed ordinance titled:
“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS”; and
2. Review and authorize two full-time equivalent (FTE) positions, and the associated budget, as part of the Fiscal Year 2025-2026 Budget for implementation of the proposed ordinance.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/7GeXyGn6k54>

BACKGROUND

Recently, there has been an increase in the number of cases reported against landlords who are employing coercive tactics in order to induce tenants to vacate their rent stabilized units. Rent stabilized units are subject to a limitation of annual rent increases, for specified properties to 4%.

Some of the reported tactics include: reducing housing services, issuing eviction notices based on false grounds, threatening to contact immigration authorities or refusing to complete repairs required by law. These tactics often force tenants to vacate their units, which in turn allows landlords to raise rents to market rate rent without abiding by the City’s 4% rent caps, for applicable units, or going through the City’s Fair Return Petition Process.

Several jurisdictions such as Santa Monica, West Hollywood, Oakland, San Jose and Los Angeles have seen similar trends, resulting in the adoption of tenant anti-harassment ordinances. It has been reported that the anti-harassment ordinances serve as a deterrent to illegal conduct and assist tenants in their legal defense against landlords who engage in such harassment.

In response to escalating reports of landlord harassment in Oxnard, Councilwomen Basua and Perez requested staff bring forth a Tenant Anti-Harassment Protections Ordinance for City Council’s consideration.

DISCUSSION

Tenant Anti-Harassment Ordinance Research

Housing staff engaged Mr. Stephen Lewis, Esq. (Mr. Lewis) to prepare a Tenant Anti-Harassment Protections Ordinance. Mr. Lewis is an attorney with nearly 30 years of experience litigating in state and federal courts, including over two decades representing California local jurisdictions' rent stabilization programs. He served as primary counsel to the City of West Hollywood Rent Stabilization Commission from 1999 through 2010, and as General Counsel to the Santa Monica Rent Control Board from 2010 through 2020. He currently advises numerous rent stabilization jurisdictions throughout California and has been instrumental in Oxnard's implementation of the Rent Stabilization and Just Cause Evictions and Tenant Protections Ordinances.

When drafting the proposed ordinance, Mr. Lewis incorporated best practices from the various jurisdictions consulted, while also ensuring the ordinance did not violate any constitutional protections or published appellate opinions.

The proposed ordinance prohibits harassment by residential landlords and identifies specific acts and omissions by landlords that constitute prohibited harassment. Violations under the ordinance are a misdemeanor and may be criminally prosecuted by the City. Based on the experience of other jurisdictions with similar ordinances, only the most egregious cases are prosecuted as violations of tenant anti-harassment laws. The ordinance also allows an aggrieved tenant, the City, or an organization to pursue civil action for damages and the recovery of attorney fees. The ordinance would apply citywide to all residential tenancies within the City. A copy of the proposed ordinance is attached to this report (Attachment 1).

In preparation of implementing the proposed ordinance, staff reviewed over a dozen anti-harassment laws to better understand the staffing, budget and outcomes associated with the implementation of their respective laws.

All of the jurisdictions staff reviewed, except the City of Santa Monica, include anti-harassment laws in their Rent Stabilization or Tenant Protection Ordinances. Therefore, the enforcement of their anti-harassment laws coincide with the enforcement of their Rent Stabilization and Tenant Protection Ordinance. This approach has the drawback of limiting these protections to only rental units that are covered under those ordinances. Because of this limitation, and in consultation with Mr. Lewis, Staff recommends a standalone anti-harassment ordinance, similar to the City of Santa Monica, which covers all residential tenancies within the City.

The City of Santa Monica's Tenant Harassment Ordinance is administered by the City Attorney's - Consumer Protection Unit. The Consumer Protection Unit engages in affirmative litigation and community education to enforce and promote consumer protections including renters rights, fair housing and code enforcement. According to the City of Santa Monica Housing Element, this ordinance would apply to the 33,505 renters identified in the Housing Element. The unit is staffed by five lawyers, two investigators and support staff.

Their processes include receiving complaints online, once received, having an investigator review the complaints, analyzing supporting documentation, interviewing involved parties, and sending any substantive complaints to the City Attorney's office for review and or prosecution. The City of Santa Monica receives approximately 200 complaints a year and on average 5-10 of those result in litigation. Each of those complaints warrants a thorough investigation which often results in substantial staff time needed to prepare these cases prior to the City Attorney's office receiving them.

Additionally, tenants may also employ their own methods, which includes, litigation and mediation through a private attorney to exercise their rights under the city's ordinance. However, many residents face financial

constraints and are not able to utilize this method to address their violations. In those cases the tenants will seek utilization of the city's Anti-Harassment Ordinance Program.

Implementation of the Tenant Anti-Harassment Ordinance

The US Census Bureau's annual American Community Survey estimates that there are approximately 22,327 housing units within the City of Oxnard which would be subject to the city's ordinance. Adoption of the ordinance will result in an expansion of the number and types of complaints received, as well as in-person and phone inquiries. Adoption of a Tenant Anti-Harassment Protection Ordinance would be ineffective without adequate staffing and resources to enforce the ordinance. Based on research with other cities, to launch a citywide program at least two (2) positions are necessary: one (1) partially dedicated Assistant City Attorney and one (1) fully dedicated Housing Investigator.

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The Housing Investigator would investigate tenant complaints, conduct research, interview witnesses, prepare reports and make referrals for criminal prosecution, civil litigation or to non-profits organizations.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Adoption of the proposed ordinance will have a fiscal impact on the General Fund. An annual budget of approximately \$505,000 is needed to support the two positions, budgeted at mid-range of the salaries, including benefits and fixed charges such as workers compensation, liabilities, unfunded liabilities, etc. The current salary range for an Assistant City Attorney is: \$156,976.56 - \$216,831.68 and the salary range for a Housing Investigator is: \$59,839 - \$113,367

Prepared by: Albert Ramirez, Assistant Housing Director

ATTACHMENTS

1. Attachment 1 - Tenant Anti-Harassment Ordinance
2. Attachment 2 - Presentation

Subject: Re: 03.25.25 Item D1 and D2. Comm Services, Public Safety, Housing & Dev. Committee
From: Maria Navarro <[REDACTED]>
To: City Clerk <cityclerk@oxnard.org>
Cc: Kristian Nunez <[REDACTED]> Olivia Lopez <[REDACTED]>
Date Sent: Monday, March 24, 2025 4:08:58 PM GMT-07:00
Date Received: Monday, March 24, 2025 4:09:49 PM GMT-07:00
Attachments: CAUSE_Housing Committee_03.25.25.pdf

Hi Luly,

Please find CAUSE's public comment letter attached.

Best,
Maria Navarro

--



Maria Navarro

Oxnard Policy Advocate

4225 Saviers Rd Unit 2, Oxnard 93033

c: ([REDACTED])

w: <http://www.causenow.org> e: [REDACTED]

pronouns: she/ her/ella





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CSU Channel Islands

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Maria Thayer MBA

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Treasurer

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Lucia Marquez

Associate Policy Director

Jay Chotirmal

Communications Manager

Elma Del Aguila

Civic Engagement Manager

Community Organizers

Olivia Lopez

Odette Moran Lopez

Celina Ramirez

Jose Manuel Rodriguez

Cytalli Salgado

Wendy Teodoro

Angeliza Sanchez

Erica Diaz-Cervantes

SM Snr. Policy Advocate

Maria Navarro

VC Snr. Policy Advocate

Policy Advocates

Michelle Ambriz

Nidia Bello

Kristian Nunez

Aurora Rugerio

RE: Item D.2 Tenant Anti-Harassment Ordinance

Background

Since 2022, CAUSE has organized tenants in the City of Oxnard protected under the Just Cause Eviction and Tenant Protections Ordinance and/or the Rent Stabilization Ordinance. On the January 7th, 2025 City Council meeting, tenants gave testimony surrounding the issue of harassment and retaliation from landlords after asserting their rights under applicable local and state law. They reported that harassment is common after the tenants:

- Submit complaints of unlawful rent increases to the City.
- Submit complaints of unlawful evictions to the City, resulting in a fine.
- Address habitability concerns involving Code Compliance.

Through every step of the way- from walking into the CAUSE office, talking to their neighbors, submitting complaints, and speaking at City Council - the tenants continuously fight against the fear of retaliation, isolation and intimidation from the landlord or the landlord's agents. These fears are not unfounded, as tenants report the following:

- Physical intimidation, following the submission of a complaint of an above-cap rent increase, in violation of Oxnard's Rent Stabilization Ordinance.
- Phone calls inquiring about a tenant's immigration status following a Code Compliance inspection.
- Exuberant rent increases, made in bad faith in an attempt to evict a tenant, after the property owner unlawfully attempts to evict a tenant in violation of Oxnard's Just Cause Eviction and Tenant Protection Ordinance.
- Eviction of tenants or the cutting of essential housing services following the submission of a complaint of an above-cap rent increase, in violation of Oxnard's Rent Stabilization Ordinance.

To curb these retaliatory actions, other municipalities have passed anti-harassment and anti-retaliation ordinances outlawing retaliatory practices.

Proposed ordinance adequately meets the needs of tenants

The City's proposed ordinance adequately addresses the issue of harassment, and provides for appropriate remedies and damages. To further strengthen the ordinance CAUSE petitions the City to consider the following three modifications:

1. Delete last phrase of 27-42 (A)(10):

Threatening to terminate a tenancy, recover possession of a rental unit, or evict a tenant from a rental unit without a proper factual and legal basis. This subsection shall not apply to a threat that is made in connection with litigation that is actually pending ~~or in good faith contemplated when the threat is made.~~

- Reasoning: “Good faith contemplation” is a concept internal to the owner, it is difficult to prove or disprove the owner’s intent to terminate a tenancy, recover possession of a rental unit or evict a tenant. In the worst case scenario, an owner may *knowingly* threaten a tenant with an eviction *without proper factual legal basis*. The tenant may rely on this threat and voluntarily surrender possession of the unit. Subsequently, the same owner may claim that this threat was made in “good faith” while they were “contemplating” recovering possession of the unit. By removing this phrase, the section allows for a more complete protection for the tenants and encourages owners to seek legal advice before threatening tenants with an eviction.

2. Include a clause on unlawful or excessive rent increases, as provided in Santa Monica’s anti harassment ordinance [Santa Monica’s Municipal Code § 4.56.020(m)]. copied below:

(m) Impose or attempt to impose an unlawful or excessive rent increase. An unlawful rent increase is a rent increase in excess of the maximum allowable increase or to an amount in excess of the maximum allowable rent permitted by the lease agreement or by a deed, other recorded document, agreement with a government agency, regulatory agreement, settlement agreement, or contract, or in excess of the maximum allowable increase or to an amount in excess of the maximum allowable rent permitted by law, including, but not limited to, Article XVIII of the Santa Monica City Charter (the Rent Control Charter Amendment), California Civil Code Section 1947.12 (the Tenant Protection Act), Penal Code Section 396 (the State Price Gouging Law), or Section 4.32.160 et seq. of this Code (the City Price Gouging Law). An excessive rent increase is a

rent increase to an amount that is substantially in excess of market rates for comparable units. Evidence that an excessive rent increase was in bad faith includes, but is not limited to, imposition or attempted imposition of the excessive rent increase:

(1)

Within six months of an unsuccessful attempt to evict a tenant for a "just cause,"

(2)

Within six months of the tenant's complaints to the landlord or its agents, a government agency, or law enforcement regarding habitability, safety concerns, tenant harassment, discrimination, or neighbor to neighbor harassment,

(3)

When price gouging protections, including Penal Code Section 396 or Section 4.32.160 et seq. of this Code prohibit rent increases in excess of a particular amount during a state of emergency;

- Reasoning: A number of tenants covered by Oxnard's Just Cause Ordinance **are not covered** by Oxnard's Rent Stabilization Ordinance (single family homes rentals, for example). Recently, there have been a number of cases in which the property owner attempts to evict a tenant, but has no just cause justification for doing so. To get around the ordinance, the landlord immediately resorts to raising rents by thousands of dollars. These uncontrolled rent increases disproportionately impact elderly tenants who have rented a single family home for more than 10 or 20 years, and who have below market rents.

3. Include a clause on buyout offers ("cash for keys"), as provided in Santa Barbara's Just Cause Protections Ordinance [Santa Barbara's Municipal Code § 26.60.010(A)(7)], copied below:

Offering payments or other inducements to a tenant to vacate more than once in any six months, after the tenant has notified the owner in writing that the Tenant does not desire to receive further offers of payments or other inducements to vacate.

- Reasoning: When there is a change of ownership in a rental property, the new owner may approach existing tenants with buyout offers. Sometimes, the new owner pushes the tenants into believing that an eviction is ultimately unavoidable, and that it is in the tenant's best interest to accept the cash for keys. Although the drafted ordinance addresses the potential harassment a tenant may face as a result of this practice, adding a provision like the one above would grant a tenant agency to address the issue.

Thank you for your consideration of these changes. If you have any questions, or would like to hear real-case examples, please feel free to reach out to us via email or phone.

RE: Item D.1(2) on Administrative Regulations

CAUSE is appreciative of the City's efforts to establish regulations to effectively implement the Rent Stabilization and the Just Cause Eviction Protection Ordinances. However, we petition that the City of Oxnard postpone the approval of the administrative regulations and ask for these to return to the Community Services, Public Safety, Housing and Development Committee at a later time. Exhibit B, a regulation aimed at establishing a formula and decision-making process for a Fair Return Petition, is especially premature and poses more questions than answers.

Exhibit B- Questions Surrounding Definition of Reasonable Rate of Return

Under 1.02.03, a Fair Rate of Return is defined as:

- *“an increase in the owner's net operating income as of the current year equal to 100 percent of the percentage increase in the Consumer Price Index for All Urban Consumers in the Los Angeles-Long Beach-Anaheim area over the **owner's net operating income** for the base year. (For example, if the Consumer Price Index has increased by ten percent since the base year, the owner receives a fair and reasonable return if the owner's net operating income for the current year has also increased by at least ten percent above the base year level).”*

Whereas, under 1.04.03 the Standard for the Decision sets a different definition for a Fair Rate of Return:

- *“The Hearing Officer shall grant a Fair Return Petition only if the petitioning owner demonstrates that their current year net operating*

income does not equal at least the base year net operating expense plus 100% of the change in the Consumer Price Index since the end of the base year.”

Both of the definitions tie CPI to different things. The first asks the property owner to **compare** their **current year net operating income** to the change in CPI from the base year. However, the second asks the Hearing Officer to make a determination based on the owner’s **current year expenses plus** the change of CPI from the base year. These are two different formulas, both of which make little sense when written out. If the City would like to objectively set a formula for a Fair Rate of Return, then-at the very least- the regulation should include a consistent mathematical formula.

Other questions regarding the definition of a Fair Rate of Return:

- Where was this definition adopted from?
- What is the Base Year for new apartment owners who did not have a Net Operating Income in 2021-2022?
- If there is no turnover and vacancies in a building, and if rents have not increased year per year, is a landlord automatically allowed a rent increase above the rent cap if the change in CPI is above 4%?
- (1.05) Was the Amortization list compiled from other cities? How did the city determine the amortization period for the capital improvements?

Exhibit B 1.03 and 1.04- Questions Regarding the Review and Decision-Making Process

Several strict timelines are set within this regulation, the timeline of which is roughly:

- Owner sends Fair Return Petition to the City
 - The City promptly accepts or rejects the petition based on its completeness.
- If the City accepts the petition, then the City must mail impacted tenants a notice stating that they have received a Fair Return Petition, and provide them a timeline for response.
- The City **must, within 7 days of accepting a petition**, determine whether any expert is needed to be part of the determination AND inform the landlord of such anticipated costs *plus* costs for reviewing, analyzing and deciding the petition. If the City is **unable** to determine such costs, or inform the landlord of such costs, “then such costs shall be deemed **unnecessary.**”
 - Using this timeline, if an Owner’s petition is accepted on a Thursday (assuming the staff have Friday off), then the Housing Department staff must *process the petition, make a determination of the need of an expert, quote the experts* in question, and

*inform the Owner of these costs in **four business days**.* This is simply an unreasonable timeline.

- Additionally, tenants are allowed 30 days to review the Fair Return Petition and return any relevant evidence or additional documentation to the City.
 - How can the City determine whether an expert is needed in a Fair Return Petition if they have not received any contradictory information/documentation from the Tenants? The seven day timeline would essentially strip from the tenants the right to have an expert in the hearing.
- If an Expert is deemed necessary, then the Hearing Officer **must** contact them no later than 10 days *after* the owner pays the necessary fees (or 18 days after the petition is accepted by the city, if the owner pays within one day). This means that the Hearing Officer may likely contact the expert *before* receiving any documentation from the tenants. Furthermore, the expert would then have 14 days to provide their written opinion, without having read any documentation from the tenants.
- Both parties will have 14 days to respond to the expert's opinions.
- The Hearing Officer will then make their decisions based on the *written record only*-including the submissions of both parties, the expert(s)' opinion and any relevant City Records.

Questions regarding the Review and Decision Making Process:

- If the Hearing Officer is making a decision based solely on the written record, how will the City ensure that illiterate or non-English literate tenants have a chance to plead their case? Will there be no opportunity for a spoken hearing?
- How will the City respond if a tenant submits documentation which contradicts the fair return petition and requires that an expert be contracted?

Regulation 1.07. Limitation on Rent Increases

1.07.02- CAUSE petitions the City to change the language as follows:

- *No monthly rent increase of more than the ~~greater~~ lower of ~~12%~~ 6%, twice the Employment Cost Index (ECI), or \$100 shall be authorized for any unit occupied by a low- or moderate-income household if such an increase would result in severe economic hardship.*

Reasoning: The Census reports the median household gross rent to be \$1,962. A \$100 rent increase, then, would be approximately 5% of the median household rent. According to the Bureau of Labor Statistics, the national ECI increased by 3.8%, twice the ECI would equal 7.6%. It would be reasonable, then, to use 6%- which is more comparable to 5% and 7.6% than 12%.

CAUSE urges the City to refine Exhibit B's definitions, ensure consistency in Fair Rate of Return calculations, and adopt a more realistic review process. Delaying approval of the administrative regulations will allow for necessary revisions and prevent confusion in enforcement.

Thank you for your time and consideration.

Sincerely,
Maria Navarro

A black rectangular redaction box covering the signature of Maria Navarro.

Subject: RE: March 25, 2025 Community Services Committee Mtg. Agenda Item D.2 -Tenant Anti-Harassment Ordinance
From: "b.macriortiz via City Clerk" <cityclerk@oxnard.org>
To: 'Luis McArthur' <luis.mcarthur@oxnard.org>,"Perello, Bert" <bert.perello@oxnard.org>,Michaela.perez@oxnard.org
Cc: brenda.lopez@oxnard.org, 'Alex Nguyen' <alexander.nguyen@oxnard.org>, 'City Clerk' <cityclerk@oxnard.org>
Date Sent: Tuesday, March 25, 2025 12:44:01 PM GMT-07:00
Date Received: Tuesday, March 25, 2025 12:44:47 PM GMT-07:00
Attachments: Macri-Ortiz 2 Mayor & CC Comm re Item D2 (03.25.2025).pdf

Dear Mayor and Council Members Perello and Perez:

Attached please find my comment letter for tonight's Community Services, Public Safety, Housing and Development Committee meeting, Item D.2 – the Tenant Anti-Harassment Ordinance. I have offered two suggestions to improve the Ordinance and have provided my input regarding Maria Navarro's (CAUSE) proposed additions to the ordinance.

Thank you for your consideration. Please feel free to call me with any questions or concerns you may have.

See you tonight!

Barbara

Law Office of Barbara Macri-Ortiz
PO. Box 6432
Oxnard , CA 93031
Tel: (805) 487-1409
Fax: (805) 487-1409

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March 25, 2025

Hon. Luis McArthur, Mayor, via luis.mcarthur@oxnard.org
Council Member Bert Perello, via bert.perello@oxnard.org
Council Member Michaela Perez, via Michaela.perez@oxnard.org
Oxnard City Council Community Services,
Public Safety, Housing & Development Committee
300 West Third Street, 4th Floor
Oxnard, CA 93030

RE: *March 25, 2025 AGENDA ITEM D.2*
Tenant Anti-Harassment Ordinance

Dear Mayor McArthur, and Council Members Perello and Perez:

I have reviewed the staff report and agree that the adoption of a Tenant Anti-Harassment Ordinance is not only well within the purview of the City Council's powers, but also that it is definitely needed to help stem the tide of blatant abuse of our most vulnerable resident renters. I have reviewed the ordinance and would propose two changes to the proposed language:

1. Section 27-42.A. Prohibition of Tenant Harassment

I propose that a subparagraph (v) be added at the end of paragraph A.3 to insert the following prohibition:

(v) entries that occur after business hours, without the express consent of the tenant, except in cases of emergencies, where life or property is at risk. "Business Hours" is defined as the period between 8:00 a.m. and 5:00 p.m., Monday through Friday.

Letter to Mayor Luis McArthur & City Council Members Bert Perello & Michaela Perez
March 25, 2025

RE: Community Services Committee Meeting, March 25, 2025, AGENDA ITEM D.2

Page 2

I have clients who have been subjected to landlords coming into their homes late in the evening and in some cases, actually “hanging out” in the kitchen or living room in an attempt to intimidate or constructively evict a tenant from their lawful residence. This is more common an occurrence than we would expect.

2. **Section 27-42A. Prohibition of Tenant Harassment**

I propose that the language in paragraph A.10 be modified as follows:

10. Threatening to terminate a tenancy, recover possession of a rental unit, or evict a tenant from a rental unit without a proper factual and legal basis. This subsection shall not apply to a threat that is made in connection with litigation that is actually pending. ~~or in good faith contemplated when the threat is made.~~

I can understand the exception for threats made during the course of litigation. However, in the absence of an actual lawsuit, there is no way to show that litigation was contemplated in good faith (or otherwise). Furthermore, without the veil of protection under the litigation privilege, there is simply no reason to provide the speaker with a giant loophole. The point is that landlords should not be threatening any type of eviction proceeding or removal of the tenants from their homes, absent cause. That is the whole point of the Oxnard Just Cause Ordinance. So the City should not provide an escape hatch, after the fact or otherwise, for those who would violate the City’s laws with impunity or even in so called “good faith.”

I have reviewed the CAUSE email prepared by Maria Navarro. Included in those comments are two proposed changes to Oxnard’s proposed Tenant Anti-Harassment Ordinance. These suggestions, which are borrowed from existing ordinances of the Cities of Santa Monica and Santa Barbara, should be seriously considered by the City. I would suggest that if the Committee is supportive of these improvements to the City’s draft ordinance, that the Committee send the ordinance back to the Housing Department for further consideration and vetting, and to allow the Housing Department an opportunity to appropriately integrate these provisions into the ordinance.

Thank you for the opportunity to critique the proposed ordinance to establish Tenant

Letter to Mayor Luis McArthur & City Council Members Bert Perello & Michaela Perez
March 25, 2025

RE: Community Services Committee Meeting, March 25, 2025, AGENDA ITEM D.2

Page 3

Anti-Harassment protections. I am available to answer any questions that you or staff may have regarding my concerns, and to assist the City in integrating the additional proposals into the City ordinance as appropriate.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Macri-Ortiz', with a stylized flourish at the end.

Barbara Macri-Ortiz

cc: Brenda Lopez, Oxnard Interim Housing Director; brenda.lopez@oxnard.org
Alexander Nguyen, Oxnard City Manager; alexander.nguyen@oxnard.org
Lourdes Lopez, Oxnard City Clerk; cityclerk@oxnard.org

Tenant Anti-Harassment Ordinance

Brenda Lopez, Interim Director
Housing Department

City Council
April 29, 2025

- 1) Recently, there has been an increase in the number of cases reported against landlords who are employing coercive tactics to induce tenants to vacate their rent stabilized units.
- 2) Reported tactics include: reducing housing services, issuing eviction notices based on false grounds, threatening to contact immigration authorities or refusing to conduct repairs required by law, subsequently leading to tenants being forced to vacate through these tactics, often times allowing landlords to raise rents to market rate rent without abiding by the City's 4% rent caps, for applicable units, or going through the City's Fair Return Petition Process.
- 3) Several jurisdictions such as Santa Monica, West Hollywood, Oakland, San Jose and Los Angeles have seen similar trends, resulting in the adoption of tenant anti-harassment ordinances. It is reported that these ordinances help serve as a deterrent to illegal conduct and assist tenants in their legal defense against landlords who engage in such harassment.
- 4) In response to escalating reports of landlord harassment in Oxnard, staff was asked to bring forth a Tenant Anti-Harassment Protections Ordinance for City Council's consideration.

- 1) Housing Staff engaged Stephen Lewis, Esq. to prepare a Tenant Anti-Harassment Ordinance. Mr. Lewis is an attorney with nearly 30 years of experience related to Rent Stabilization and Just Cause Evictions and Tenant Protection ordinances.
- 2) When drafting the proposed ordinance, Mr. Lewis incorporated best practices from the various jurisdictions consulted, while also ensuring the ordinance did not violate any constitutional protections or published appellate opinions.
- 3) The proposed ordinance prohibits harassment by residential landlords and identifies specific acts and omissions by landlords that constitute prohibited harassment. Violations under the ordinance is a misdemeanor and *may* be criminally prosecuted by the city. Based on the experience of other jurisdictions with similar ordinances, only the most egregious cases are prosecuted as violations of tenant anti-harassment laws. The ordinance also allows an aggrieved tenant, the city, or an organization to pursue civil action for damages and the recovery of attorney fees.
- 4) The ordinance would apply citywide to all residential tenancies within the city.

- 1) On March 25, 2025 staff introduced a draft Tenant Anti-Harassment Protections Ordinance to the Community Services, Public Safety, Housing & Development Committee. At this meeting, staff received input from the Committee, public and various community stakeholders. There were a number of changes requested, consensus was reached amongst the stakeholders and Committee Members for two (2) changes, which are further described below:

- a) Section 27-42(A)(3) addresses an owner's right to access a rental unit. A request was made to add language specifying the hours during which entry is permitted. In response and in collaboration with community stakeholders, staff proposes adding the following subsection:

(v) "entries outside of normal business hours, which are defined as 7 AM to 7 PM, Monday through Friday, Saturdays 8 AM to 12 PM, except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry."

- b) Section 27-42 (A)(10) was amended to clarify "good faith":

"...This subsection shall not apply to communications and conduct that are made in connection with actual pending litigation or litigation preparation, including any communications and conduct subject to Civil Code section 47 in conjunction with the "good faith" requirements stated in Action Apartment Assn., Inc. v. City of Santa Monica (2007) 41 Cal.4th 1232."

- 1) In preparation of implementing the proposed ordinance, staff reviewed over a dozen anti-harassment laws to better understand staffing, budget and outcomes associated with the implementation of their respective laws.
- 2) Based on this research, staff recommends an approach in alignment with the City of Santa Monica, which has a standalone anti-harassment ordinance that covers *all* residential tenancies within the City. The ordinance applies to 33,505 renters as identified in their Housing Element report.
- 3) The City of Santa Monica receives approximately 200 complaints a year and on average 5-10 of those result in litigation. Each of those complaints warrants a thorough investigation which often results in substantial staff time needed to prepare these cases prior to the City Attorney's office receiving them.
- 4) Santa Monica's ordinance is administered by the City Attorney's-Consumer Protection Unit, which is staffed by five lawyers, two investigators and support staff.

- 1) Adoption of a Tenant Anti-Harassment Ordinance would be ineffective without adequate staffing and resources to enforce the ordinance. Staff estimates that approximately 22,327 housing units are subject to the ordinance.
- 2) To launch a comprehensive citywide program, the Housing Department requests authorization to hire two (2) positions: one (1) partially dedicated Assistant City Attorney and one (1) fully dedicated Housing Investigator.
- 3) The Assistant City Attorney will conduct legal research, prepare opinions and regulations, prosecute civil or criminal violations related to the Tenant Anti-Harassment Ordinance and other municipal codes, and represent the city in a variety of litigation.
- 4) The Housing Investigator will investigate tenant complaints, conduct research, interview witnesses, prepare reports and make referrals for criminal prosecution or civil litigation or to non-profits organizations.
- 5) An annual budget of approximately \$505,000 is needed to support the two positions, including benefits and fixed charges.

- 1) The two positions associated with this ordinance will be included for Council consideration of the FY 25-26 budget.
- 2) Therefore, if the ordinance is approved on April 29th, the ordinance will not come before the Council for adoption until after consideration of the FY 25-26 budget.
- 3) An ordinance does not go into effect until 30 days after adoption. This means, at the earliest this ordinance would not be effective until at least the end of July.

That the City Council:

- 1) Review and approve the first reading by title only and waive further reading of the proposed ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS”; and
- 2) Authorize two full-time equivalent (FTE) positions, and the associated budget, as part of the Fiscal Year 2025-2026 Budget for implementation of the proposed ordinance.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: April 29, 2025

TO: City Council

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

SUBJECT: Just Cause Evictions and Tenant Protections (Just Cause) Code Amendments and Resolution Establishing Administrative Regulations to Implement the Rent Stabilization and Just Cause Ordinances. (20 minutes)

RECOMMENDATION

That the City Council:

1. Review and approve the first reading by title only and waive further reading of the proposed ordinance titled: "ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3, 27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION"; and
2. Review and approve the proposed resolution establishing administrative regulations to implement the provisions of the Just Cause Evictions and Tenant Protections Ordinance and Rent Stabilization Ordinance.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/zYu6E7mU8AI>

BACKGROUND

On April 13, 2022, City Council approved the Just Cause Evictions and Tenant Protection (Just Cause) and Rent Stabilization Ordinances, which became effective on June 2, 2022. Key elements of the enacted ordinances include the limitation of annual rent increases, for specified properties to 4%, a mandate regarding tenant relocation assistance in cases of no-fault evictions of \$5,000 or two months of rent, whichever is greater, and the authorization for the city to enforce the ordinances through civil citations, misdemeanor prosecutions or civil injunction. Ordinance amendments were passed by City Council on January 25, 2024 and July 30, 2024 to provide additional tenant protections and provide clarifications on the Ordinances.

On March 25, 2025 staff introduced amendments to the Just Cause Ordinance and four administrative regulations applicable to the Just Cause and Rent Stabilization Ordinances to the Community Services, Public Safety, Housing & Development Committee ("Committee"). The intent of the administrative regulations is to provide clarity, while the proposed amendments will close loopholes making it easier for tenants, landlords, and City staff to implement the ordinances.

At this meeting, staff received input from the Committee, public, and various community stakeholders. There were a number of changes discussed to the ordinance and regulations, which are further described below. Based on the feedback received, consensus was reached on the proposed ordinance amendments and three of the four administrative regulations: Registration, Right of First Refusal, and Ellis Act regulations. Staff did not advance the Fair Return Petition regulation, which was referred to as Exhibit B in the March 25th agenda item, to Council at this time. Instead, staff will collaborate

with the community stakeholders to further refine that regulation and will bring it to Committee at a later date.

DISCUSSION

The March 25, 2025 Committee staff report, without attachments, is included as Attachment 7. That staff report provides a summary of the ordinance amendments (Sections 27-3, 27-4, and Section 27-13) and a summary of each of the proposed regulations. That report should be read in conjunction with this staff report.

ORDINANCE AMENDMENTS

During the past two years, staff have observed emerging issues that hinder the effectiveness of the Just Cause Ordinance (Ord. No. 3012). In response, staff recommends strengthening the ordinance by amending Section 27-3 to address termination notices being issued for a change of a tenant and Section 27-4, which addresses when an owner intends to re-occupy a unit as allowed by the ordinance. In addition, the proposed amendments affect Section 27-10(B) and add Section 27-13, which creates consistency between the Rent Stabilization and Just Cause Ordinances related to fees associated with the implementation of the ordinances. The actual fees and methodology of fees for the program are not a part of this Council action.

The proposed ordinance amendments can be found in Attachment 1 (redline) and Attachment 2 (clean).

Ordinance Changes as a result of the Committee:

During the Committee meeting, drafting errors and changes related to providing additional clarity in the proposed ordinance amendments were identified. A redline of the amendments and corrections can be viewed in Attachment 1. The changes since committee are summarized as follows:

Corrections to First Page of the Ordinance:

1. Title section:

Revised as follows: “ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3, 27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE **PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION**”

2. 3rd paragraph:

Revised as follows: “It also clarifies that the required affidavit must be submitted to the City within five (5) **business** days of service.”

3. 5th paragraph:

Revised as follows: “WHEREAS, the City Council desires to enhance the City’s current ~~modify the City’s~~ Rent Stabilization and Just Cause Eviction ordinance.”

4. Part 1. Subdivision (B)(1) of Section 27-3:

Revised as follows: “(B)(1) A breach of a material term of the lease, as described in paragraph (3) of Section 11651 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.”

5. Part 1. Subdivision (B)(2)(a)(1) of Section 27-3:

Revised as follows: "The obligation to limit occupancy, provided that the additional occupant who joins the tenant of the residential real property thereby exceeding the limits on occupancy set forth in the lease is a dependent under age 18, or a replacement tenant who moved in after an approved tenant vacated the residential real property, so long as the additional **replacement tenant** does not exceed the limits set forth in the Uniform Housing Code."

Corrections to Second Page of the Ordinance:

1. Part 2. Subdivision (A)(1) of Section 27-4:

Revised as follows: “Commencing within 90 days of the termination of tenancy as affirmed by the owner in a written affidavit submitted to the city within five (5) **business** days of serving a tenant with a notice of termination on the affected tenant.”

2. Part 2. Subdivision (A)(2) of Section 27-4:

Revised as follows: “As affirmed by the owner in a written affidavit submitted to the city within five (5) **business** days of service of the notice on the affected tenant.

3. Part 2. Subdivision (A)(3)(a) of Section 27-4:

Revised as follows: “(a) A statement that the owner or the owner's spouse, **domestic partner, children, grandchildren, parents, or grandparents**, intends in good faith to occupy the unit as to which the tenancy is to be terminated and to reside in that unit as their principal place of residence for a minimum of 24 months, commencing within 90 days of the termination of the tenancy ~~of the termination~~;

Corrections to Third Page of the Ordinance:

1. Part 3. Section 27-10(A)(3):

Revised as follows: “(3) A succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it relates ~~relations~~; and”

ADMINISTRATIVE REGULATIONS

Oxnard City Code Sections 27-10(A) and 27-28.1 authorize the City Manager to adopt administrative regulations for the Just Cause and Rent Stabilization ordinances to enhance clarity and provide administrative guidance.

The clean version of the administrative regulations (Registration, Right of First Refusal, and Ellis Act) are part of the Resolution (Attachment6).

Three comment letters were received prior to the Committee meeting, with a majority of the comments pertaining to the Fair Return Petition Regulations, which was referred to as Exhibit B in the Committee report (Attachment 8) . Based on those letters, as well as public comments and discussions during the Committee meeting, the Fair Return Petition regulation is not before the Council at this time. As previously mentioned, staff will collaborate with community stakeholders to further refine the Fair Return Petition regulation and return to the Committee at a later date. As such, information concerning this regulation is not a part of the action before the Council on April 29, 2025.

Regulation Changes as a result of the Committee:

During the Committee meeting, drafting errors in the proposed administrative regulation exhibits were identified by public comment which staff have corrected. With the removal of the Fair Return Petition regulation, the lettering of the exhibits has changed since the Committee's review. A redline of the corrections can be viewed in Attachments 3, 4, and 5 and are summarized as follows:

A. Rent Stabilization and Just Cause Evictions and Tenant Protections (Just Cause) Registration Regulation, Exhibit A (Attachment 3)

Corrections to First Page of the Registration Regulation:

1. Regulation 1: Registration, 1.01 Purpose (3)

Revised as follows: “This regulation requires that all rental properties subject to Section 27-29 and or Section 27-13 be registered with the City.”

2. Regulation 1: Registration, 1.02 Registration Required Section 1.02 (2)(a)(ii)

Revised as follows: “The number of dwelling units, as defined in California Civil Code section 1940(c €), in the property as may be amended from time to time;”

B. Rent Stabilization and Just Cause Evictions and Tenant Protections (Just Cause) Regulations, Right of First Refusal

Regulation, Exhibit B (Attachment 4).

1. The only change to this Exhibit since Committee is relabeling it from Exhibit C to Exhibit B.

C. Just Cause Evictions and Tenant Protections (Just Cause) Regulations, Part 1, Ellis Act Regulations, Exhibit C (Attachment 5)

Correction to Third Page of the Ellis Act Regulation:

1. Since Committee, this Exhibit has been labeled from D to C.

2. Section 1.05 (5)(e)

Revised as follows: “Within ninety (90) days of the date of delivery to the city of the notice of intent to withdraw, the owner shall give written notice to the public entity and the affected tenant(s) of any extension of the date of withdrawal and the new date of withdrawal under paragraph **1.03**.”

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

On March 25, 2025 staff introduced draft amendments to the Just Cause Ordinance and draft administrative regulations for both the Just Cause and Rent Stabilization Ordinances to the Community Services, Public Safety, Housing & Development Committee. Written comments regarding this item were received from the Law Office of Barbara Macri-Ortiz, CAUSE, and Karl Lawson (Attachment 8). A majority of the written comments identified concerns with the Fair Return Petition regulation, as well as drafting errors in the proposed administrative regulation exhibits. Staff made the appropriate corrections which are described in detail within this report.

Based on the public comments and discussions during the meeting the Committee recommended only moving forward only with the Code Amendments and Registration, Right of First Refusal, and Ellis Act administrative regulations. Staff proposed to collaborate with community stakeholders to further refine the Fair Return Petition regulations and return to Committee at a later date. This action will provide staff the needed guidance to move forward on outstanding open cases. The Community Services, Public Safety, Housing & Development Committee approved the amended recommendation, 3-0 on March 25, 2025.

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Attachment 1 - Redline Code Amendments
2. Attachment 2 - Clean Code Amendments
3. Attachment 3 - Redlined Registration Regulations, Exhibit A
4. Attachment 4 - Redlined First Right of Refusal Regulations, Exhibit B
5. Attachment 5 - Redlined Ellis Act Regulations, Exhibit C
6. Attachment 6 - Resolution, with Exhibits A, B, and C
7. Attachment 7 - Committee Staff Report
8. Attachment 8 - Comment Letters
9. Attachment 9 - PowerPoint Presentation

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3, 27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION

WHEREAS, the Oxnard City Code (“OCC”) needs to be reviewed and amended periodically to address changes in state law, correct clerical errors, and establish or strengthen regulations; and

WHEREAS, the proposed at-fault just cause amendment in this ordinance is intended to make it clear that an owner can't jump right to a notice to quit in the case of a swapped-out roommate but instead must give a reasonable opportunity to correct; and

WHEREAS, the proposed no-fault just cause amendment in this ordinance is intended to clarify that owners who intend to take back possession and re-occupy a property must complete an affidavit and require it to be served to the tenant at the same time as the termination notice. It also clarifies that the required affidavit must be submitted to the City within five (5) **business** days of service. Lastly, the amendment clarifies the requirements under the existing ordinance for tenancies that predated our ordinance; and

WHEREAS, the proposed fee established addition in this ordinance is intended to authorize a fee for the administration and enforcement of the Just Cause Eviction ordinance just as there is a fee established for administration and enforcement of the Rent Stabilization ordinance; and

WHEREAS, the City Council desires to enhance the City’s current ~~modify the City’s~~ Rent Stabilization and Just Cause Eviction ordinance.

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

Part 1. Subdivision (B) of Section 27-3 of the Oxnard City Code is hereby amended to read as follows:

“(B)(1) A breach of a material term of the lease, as described in paragraph (3) of Section 11~~65~~⁶¹ of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(2) A “breach of a material term” shall not include:

(a)1. The obligation to limit occupancy, provided that the additional occupant who joins the tenant of the residential real property thereby exceeding the limits on occupancy set forth in the lease is **a** dependent under age 18, or a replacement tenant who moved in after an approved tenant vacated the residential real property, so long as the additional **replacement tenant** does not exceed the **limits set forth in** the Uniform Housing Code.

2. The owner shall have the right to approve or deny the prospective additional or replacement tenant, who is not a minor dependent child, provided that the owner does not unreasonably withhold approval. If the owner fails to respond to the tenant in writing with a description of the

reasons for the denial of the request within a reasonable ~~amount of time~~ of from receipt of the tenant's written request, the tenant's request shall be deemed approved by the owner ~~if the lease is for a period of one (1) year or less.~~

3. Notwithstanding any other provision of this ordinance, and notwithstanding any contrary provision of a rental agreement, an owner shall take no action to terminate a tenancy based on the tenant's sublease of the unit if all of the following conditions are met:

(i) The original tenant continues to reside in the unit;

(ii) The sublessee replaces a departed tenant, who had a right to occupy the rental unit under a rental agreement, on a one-for-one basis; and

(iii) The landlord has unreasonably withheld approval of the new tenant after a request was made by the tenant or, if no such request was made, the owner failed to provide the tenant with a reasonable opportunity to correct the violation. ”

Part 2. Subdivision (A) of Section 27-4 of the Oxnard City Code is hereby amended to read as follows:

“(A) The intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents. ~~for a minimum 24 months, commencing within 90 days of the termination of tenancy.~~

(1) For leases entered into on or after the effective date of this article, this subsection shall apply only if

~~(a) The~~ (a) The tenant agrees, in writing, to the termination; or

~~(b) If~~ (b) If a provision of the lease allows the owner to terminate the lease because the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least 24 months, commencing within 90 days of the termination of tenancy as affirmed by the owner in a written affidavit submitted to the city.

~~(2) Within ten five (5) business days of serving a tenant with a notice of termination on the affected tenant, under this subdivision (A), the owner must submit a sworn affidavit to the city, including the following:~~

(2) For leases entered into before the effective date of this ordinance, an owner may terminate a tenancy so that the unit may be occupied by the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents without first obtaining the tenant's written permission and without a lease provision expressly providing for such a basis for termination. The owner or qualifying relative must intend in good faith to occupy the real property as their primary residence for a period of at least 24 months, as affirmed by the owner in a written affidavit submitted to the city within five (5) business days of service of the notice on the affected tenant.

(3) The affidavit required by paragraphs (1) and (2) of this subdivision (A) must be on a form provided by the city and must, in addition to being submitted to the City, be provided to the tenant contemporaneously with the termination notice. The affidavit must include the following information.

(a) A statement that the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, intends in good faith to occupy the unit as to which the tenancy is to be terminated and to reside in that unit as their principal place of residence for a minimum of 24 months, commencing within 90 days of the termination of the tenancy of the termination;

(b) The name, and the relationship to the owner, of the person for whose occupancy in the unit the tenancy is being terminated; and

(c) The address of the owner or owner's spouse's domestic partner's, child's, grandchild's, parent's, or grandparent's principal place of residence as of the date when the tenant was served the notice of termination.”

Part 3. Section 27-10 of the Oxnard City Code is hereby amended to read as follows:

“(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this article. Any regulation intended to clarify the meaning of any provision of this article, or to add substantive (as opposed to merely procedural) details necessary to its implementation, shall not become effective unless approved by resolution of the city council. If approved by the city council, the regulation shall be published in an appropriate location, along with any other regulations implementing this article, on the city's website. Any presentation to the city council pursuant to this subdivision (A) shall include:

- (1) A succinct statement of why the regulation is necessary or desirable;
- (2) A succinct statement of what the regulation would do;
- (3) A succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it ~~relates~~ relates; and
- (4) The complete text of the proposed regulation.

~~(B) Once established by the city council, all owners with rental units shall pay the tenant protection program fee, as established by city council resolution. The tenant protection program fee is to fund the city's cost to implement and enforce the provisions of this article.~~

~~(C)~~(B) It is illegal for an owner or representative to retaliate against a tenant for lawfully and peaceably exercising their legal rights, including but not limited to, the right to file a complaint with code compliance. No owner may take any action increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant's use of any remedy provided by this article.

~~(D)~~(C) Any provision of a rental housing agreement that purports to waive any provision of this article is void as against public policy.

~~(E)~~(D) An owner's failure to comply with any requirement of this article is an affirmative defense in an unlawful detainer or other action brought by the owner to recover possession of the rental unit.”

Part 4. Section 27-13 is hereby added to Chapter 27 of the Oxnard City Code to read as follows:

“Sec. 27-13. Fee Established

Owners subject to this article shall pay the Just Cause Eviction fee as established by city council resolution. The Just Cause Eviction program fee is to implement and enforce the provisions of this article.”

Part 4. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 5. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 6. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. ____ was first read on _____, 2025, and finally adopted on _____, 2025, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3,
27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE
PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION

WHEREAS, the Oxnard City Code (“OCC”) needs to be reviewed and amended periodically to address changes in state law, correct clerical errors, and establish or strengthen regulations; and

WHEREAS, the proposed at-fault just cause amendment in this ordinance is intended to make it clear that an owner can't jump right to a notice to quit in the case of a swapped-out roommate but instead must give a reasonable opportunity to correct; and

WHEREAS, the proposed no-fault just cause amendment in this ordinance is intended to clarify that owners who intend to take back possession and re-occupy a property must complete an affidavit and require it to be served to the tenant at the same time as the termination notice. It also clarifies that the required affidavit must be submitted to the City within five (5) business days of service. Lastly, the amendment clarifies the requirements under the existing ordinance for tenancies that predated our ordinance; and

WHEREAS, the proposed fee established addition in this ordinance is intended to authorize a fee for the administration and enforcement of the Just Cause Eviction ordinance just as there is a fee established for administration and enforcement of the Rent Stabilization ordinance; and

WHEREAS, the City Council desires to enhance the City’s current Rent Stabilization and Just Cause Eviction ordinance.

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

Part 1. Subdivision (B) of Section 27-3 of the Oxnard City Code is hereby amended to read as follows:

“(B)(1) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(2) A “breach of a material term” shall not include:

(a)1. The obligation to limit occupancy, provided that the additional occupant who joins the tenant of the residential real property thereby exceeding the limits on occupancy set forth in the lease is a dependent under age 18, or a replacement tenant who moved in after an approved tenant vacated the residential real property, so long as the additional replacement tenant does not exceed the limits set forth in the Uniform Housing Code.

2. The owner shall have the right to approve or deny the prospective additional or replacement tenant, who is not a minor dependent child, provided that the owner does not unreasonably withhold approval. If the owner fails to respond to the tenant in writing with a description of the

reasons for the denial of the request within a reasonable time from receipt of the tenant's written request, the tenant's request shall be deemed approved by the owner.

3. Notwithstanding any other provision of this ordinance, and notwithstanding any contrary provision of a rental agreement, an owner shall take no action to terminate a tenancy based on the tenant's sublease of the unit if all of the following conditions are met:

- (i) The original tenant continues to reside in the unit;
- (ii) The sublessee replaces a departed tenant, who had a right to occupy the rental unit under a rental agreement, on a one-for-one basis; and
- (iii) The landlord has unreasonably withheld approval of the new tenant after a request was made by the tenant or, if no such request was made, the owner failed to provide the tenant with a reasonable opportunity to correct the violation."

Part 2. Subdivision (A) of Section 27-4 of the Oxnard City Code is hereby amended to read as follows:

"(A) The intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(1) For leases entered into on or after the effective date of this article, this subsection shall apply only if the tenant agrees, in writing, to the termination; or if a provision of the lease allows the owner to terminate the lease because the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least 24 months, commencing within 90 days of the termination of tenancy as affirmed by the owner in a written affidavit submitted to the city within five (5) business days of serving a tenant with a notice of termination on the affected tenant.

(2) For leases entered into before the effective date of this ordinance, an owner may terminate a tenancy so that the unit may be occupied by the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents without first obtaining the tenant's written permission and without a lease provision expressly providing for such a basis for termination. The owner or qualifying relative must intend in good faith to occupy the real property as their primary residence for a period of at least 24 months, as affirmed by the owner in a written affidavit submitted to the city within five (5) business days of service of the notice on the affected tenant.

(3) The affidavit required by paragraphs (1) and (2) of this subdivision (A) must be on a form provided by the city and must, in addition to being submitted to the City, be provided to the tenant contemporaneously with the termination notice. The affidavit must include the following information.

(a) A statement that the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, intends in good faith to occupy the unit as to which the tenancy is to be terminated and to reside in that unit as their principal place of residence for a minimum of 24 months, commencing within 90 days of the termination of the tenancy;

(b) The name, and the relationship to the owner, of the person for whose occupancy in the unit the tenancy is being terminated; and

(c) The address of the owner or owner's spouse's domestic partner's, child's, grandchild's, parent's, or grandparent's principal place of residence as of the date when the tenant was served the notice of termination."

Part 3. Section 27-10 of the Oxnard City Code is hereby amended to read as follows:

“(A) The city manager may adopt administrative procedures and regulations to implement the provisions of this article. Any regulation intended to clarify the meaning of any provision of this article, or to add substantive (as opposed to merely procedural) details necessary to its implementation, shall not become effective unless approved by resolution of the city council. If approved by the city council, the regulation shall be published in an appropriate location, along with any other regulations implementing this article, on the city's website. Any presentation to the city council pursuant to this subdivision (A) shall include:

- (1) A succinct statement of why the regulation is necessary or desirable;
- (2) A succinct statement of what the regulation would do;
- (3) A succinct statement of how the proposed regulation is consistent with the intent of the ordinance provision to which it relates; and
- (4) The complete text of the proposed regulation.

(B) It is illegal for an owner or representative to retaliate against a tenant for lawfully and peaceably exercising their legal rights, including but not limited to, the right to file a complaint with code compliance. No owner may take any action increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant's use of any remedy provided by this article.

(C) Any provision of a rental housing agreement that purports to waive any provision of this article is void as against public policy.

(D) An owner's failure to comply with any requirement of this article is an affirmative defense in an unlawful detainer or other action brought by the owner to recover possession of the rental unit.”

Part 4. Section 27-13 is hereby added to Chapter 27 of the Oxnard City Code to read as follows:

“Sec. 27-13. Fee Established

Owners subject to this article shall pay the Just Cause Eviction fee as established by city council resolution. The Just Cause Eviction program fee is to implement and enforce the provisions of this article.”

Part 4. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 5. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 6. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. ____ was first read on _____, 2025, and finally adopted on _____, 2025, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

Rent Stabilization and Just Cause Evictions and Tenant Protections (Just Cause) Regulations

Regulation 1: Registration

1.01 Purpose

1. The purpose of this regulation is to provide for the fair and effective implementation of the following two provisions of City Code Chapter 27, the Just Cause and Rent Stabilization Ordinances:
 - a. Section 27-29, which requires owners of properties subject to the Rent Stabilization Ordinance to pay a fee to fund the city's cost to implement and enforce that ordinance; and
 - b. 27-13, which requires owners of properties subject to the Just Cause Eviction and Tenant Protection Ordinance to pay a fee to fund the city's costs to implement and enforce that ordinance.
2. For purposes of this Regulation, all statutory references are to City Code Chapter 27 unless otherwise specified.
3. This regulation requires that all rental properties subject to Section 27-29 and/or Section 27-13 be registered with the City.
4. The information gathered through the property registration process will ensure that the city is able to properly determine the fee owed with respect to each subject property and to assess and collect that fee.

1.02 Registration Required; Form of Registration

1. By no later than April 1, 2025, the owner of every residential real property that is not exempt under both Section 27-24 and Section 27-7 must register that property with the city by completing, signing under penalty of perjury, and submitting to the Housing Department the form described in this section of this regulation.
2. The Housing Director shall cause to be created a form to be used for the registration of any residential real property that is subject to City Code Chapter 27.
 - a. *Information Required.* The form shall require the following information:
 - i. The address of the residential real property;
 - ii. The number of dwelling units, as defined in California Civil Code section 1940(c), in the property as may be amended from time to time;
 - iii. The name of the property's owner;
 - iv. The owner's mailing address (residential or business address);

EXHIBIT A

- v. Name and mailing address of the owner's agent for matters related to the residential rental of the property, if different from the owner;
 - vi. The telephone number and email address at which the owner may most conveniently be reached;
- b. *Penalty of Perjury.* The signature line of the form required by this regulation shall include a statement that the signer declares under penalty of perjury under the laws of the State of California that all information provided on the form is true and correct.

1.03 Owner's Continuing Obligation to Register

1. If any information that an owner provides in a registration form submitted to the Department is inaccurate, incomplete, or changes, the owner must timely correct the inaccurate, incomplete, or changed information by submitting a new registration form with correct and current information.
2. *Correction of Inaccurate or Incomplete Information Previously Provided.* If information provided in a previously submitted registration form is inaccurate or incomplete, the owner must submit a new registration form correcting the inaccurate or incomplete information within 10 days of discovering the inaccuracy or incompleteness;
3. *Correction of Changed Information.* If information provided in a previously submitted form has changed, the owner must submit a new registration form completely and accurately providing the new information within 10 days of the previously provided information having changed.
 - a. If the changed information is the identity of the owner, it is the obligation of the new owner to provide the updated owner information within the time specified in this regulation.
 - b. The predecessor of any new owner must promptly inform the new owner of the obligation to update the property registration form in conformity with this regulation; but a predecessor owner's failure to do so shall not excuse the new owner from the obligation to comply with this regulation.

1.04 Registration of Property that was Previously Exempt

1. The owner of a property that was not registered because the property was exempt under the provisions of Section 27-24 or 27-7 must register the property in accordance with this regulation no later than ten days from the date when the exemption ceased to apply.

EXHIBIT B €

Rent Stabilization and Just Cause Evictions and Tenant Protections (Just Cause) Regulations

Regulation 2: Right of First Refusal

2.01 Purpose

1. The purpose of this regulation is to clarify the rights and responsibilities of owners and tenants when a tenant is displaced due to a substantial remodel of the tenant's unit as defined by Just Cause 27-4(D). Unless otherwise specified herein, all statutory references are to the Just Cause Ordinance.

2.02 Tenant's Right of First Refusal

1. If an affected tenant has the right, under Section 27-4(D)(1)(b) or Section 27-4(D)(3), to return to the rental unit from which the tenant was displaced, the owner must offer to re-rent the unit to the affected tenant:
 - a. at the same rental rate that would have applied if the tenant had never been displaced; and
 - b. without requiring the tenant to complete or submit a new rental application form or pay any type of fee; and
 - c. without imposing any other type of requirement that the owner could not have imposed during the affected tenancy before the tenant was displaced.
2. The limitation on the owner's right to charge a higher rent than the lawful rent at the time of the tenant's displacement shall not be construed to limit an owner's right to apply for or obtain an increase in the lawful rent as provided for by Rent Stabilization Ordinance Section 27-23 (Fair Return Petition for Rent Increase).

**Just Cause Evictions and Tenant Protections (Just Cause) Regulations
Part 1**

Withdrawal of Residential Rental Real Property from Rental Market under the Ellis Act

Regulation 1.01 Purpose

This Part 1 of Just Cause Regulations has two interrelated purposes:

1. To fully implement the provision of Just Cause Eviction and Tenant Protections Ordinance Section 27-4(B), which permits owners to terminate tenancies as provided for by the Ellis Act, California Government Code Section 7060 et seq. This regulation is necessary because the Ellis Act includes various protections intended to prevent abuse of the right to terminate tenancies due to withdrawal from the rental market, those protections exist only if adopted by a local jurisdiction, and Section 27-4(B) does not include them.
2. To implement the requirements of California Government Code Sections 7060 through 7060.7, and shall be interpreted so as to provide the city with the broadest range of authority permitted under these provisions and to intrude the least into the city's authority in all other applications of its power. This Part shall not be construed to permit the conversion of any rental housing to condominiums, hotels or any other use, which conversions are otherwise regulated by the City of Oxnard City Code.

Regulation 1.02 No less than all of a building's rental units may be withdrawn.

Just Cause Ordinance Section 27-4(B) shall only apply to, and shall only be exercised for, the concurrent withdrawal of all rental units in all buildings or structures on a parcel of land from the rental market except where there is more than one building on a parcel and all buildings contain four or more rental units, in which case the owner may withdraw no less than all of the units in one or more of the buildings.

Regulation 1.03. Notice of Intent to Withdraw

Not less than one hundred twenty (120) days before the date when the owner intends to withdraw the rental units in a building or structure from the rental market the owner must do each of the following:

1. The owner must, by first class mail, postage prepaid, or by personal delivery, provide written notice under penalty of perjury to the city of such intent, which notice shall contain the following information:
 - a. The address and legal description of the subject property;
 - b. The number of rental units to be withdrawn from the residential rental market;
 - c. The names of all tenants residing in the units to be withdrawn; and
 - d. The lawful rent applicable to each such unit.

2. The notice required by subdivision 1 of this regulation shall be accompanied by a fee in an amount to be determined by resolution of the City Council, to reimburse the city for the direct and actual costs of tenant counseling and relocation assistance associated with an eviction under this subsection Just Cause Ordinance 27-4 and this regulation.

Regulation 1.04. Recording of Notice of Intent to Withdraw

No less than 120 days before the date when the owner intends to withdraw the property from the rental market, the owner must record with the Ventura County Registrar-Recorder a written notice prepared by and containing such information as is prescribed by the city summarizing the owner's notice of intent and certifying that evictions have commenced or will commence in accordance with applicable law.

Regulation 1.05. Notice to Tenants of Termination of Tenancy Due to Intent to Withdraw

No less than 120 days from the date when the owner intends to withdraw units from the rental market at the subject property, the owner must provide written notice of termination of tenancy to all affected tenants, which notice shall contain the following information:

1. A statement that the owner is terming the tenant's tenancy pursuant to Just Cause Ordinance 27-4(B) and this Just Cause Regulation Part 1, and will provide the city with the written notice required Regulation 1.03, above;
2. A summary of the specific information to be provided to the city in that notice regarding the tenant's unit;
3. A notice to the tenant that, within thirty (30) days of receipt of notice to terminate, the tenant may notify the owner in writing that the tenant would be interested in re-renting the unit if any of the units are re-offered for rent at a future time and advising the tenant to notify the owner of future address changes. A tenant shall also provide the city with a copy of the written notice, but the tenant's failure to submit a copy of the written notice to the city does not affect the tenant's right of first refusal if the tenant properly notified the owner of the tenant's interest under this paragraph;
4. A description of the tenant's rights as set forth in subdivision 5 of this regulation and Regulation 1.06 below. The notice shall be accompanied by a relocation fee in accordance with Just Cause Ordinance 27-6; and
5. A notice that, if the tenant is at least sixty-two (62) years old or disabled and has lived in the unit at least one (1) year before the owner gave the city notice of intent to withdraw the unit from the rental market, the tenant may extend the time before he or she must vacate. The extension shall be to one (1) year from the date when the owner gave the city proper notice of intent to withdraw. In order to obtain the extension, the tenant must give the owner written notice that he or she is at least sixty-two (62) years old or disabled, and must do so no more than sixty (60) days after the owner gave the city notice of intent to withdraw. Then, the following provisions shall apply:

EXHIBIT **C D**

- a. The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the city of the notice of intent to withdraw, subject to any adjustments otherwise available under this title;
- b. No party shall be relieved of the duty to perform any obligation under the lease or rental agreement;
- c. The owner may elect to extend the date of withdrawal on any other accommodation within the same building up to one (1) year after the date of delivery to the city of the notice of intent to withdraw;
- d. Within thirty (30) days of the notification by the tenant to the owner of his or her entitlement to an extension, the owner shall give written notice to the public entity of the claim that the tenant or lessee is entitled to stay in their accommodations for one (1) year after the date of delivery to the city of the notice of intent to withdraw;
- e. Within ninety (90) days of the date of delivery to the city of the notice of intent to withdraw, the owner shall give written notice to the public entity and the affected tenant(s) of any extension of the date of withdrawal and the new date of withdrawal under paragraph [1.03](#).

Regulation 1.06. Return of Withdrawn Units to the Rental Market

- 1. *Return of Units Within Two Years After Withdrawal.* If any of the withdrawn units are re-offered for rent by the owner within two (2) years from the effective date of withdrawal, the owner must:
 - a. Provide written notice of such action to the city not less than thirty (30) days before re-renting the units;
 - b. Offer the units at the same rent as was the lawful rent as of the date of withdrawal plus any general across-the-board adjustment that would have applied had the units not been withdrawn;
 - c. Give, to those tenants who provided a notice of interest in re-renting pursuant to Regulation 1.05(3) of this Part, the right to first refusal to re-rent the unit by certified or registered mail, postage prepaid, to the last address provided by the tenant, in which case the tenant shall have no less than thirty days within which to accept the offer, by personal service or certified or registered mail;
 - d. Be liable in a civil action if commenced within three years of displacement to any tenant evicted due to withdrawal of a unit pursuant to this subsection (1.05) for actual damages which were the proximate result of the displacement, in accordance with the principles enunciated in California Government Code Sections 7262 and 7264, plus exemplary damages;
 - e. Be liable in a civil action, if commenced within three years of displacement, to the city for exemplary damages for each of the withdrawn units.

EXHIBIT C D

2. *Return of Units Within Five Years After Withdrawal.* If any of the withdrawn units are re-offered for rent by the owner within five (5) years after any notice of intent to withdraw the accommodation is filed with the city—even if the notice is later rescinded or not acted upon—or within five (5) years after the accommodations are withdrawn, whichever is later, the owner shall:
 - a. Provide to the city not less than thirty (30) days written notice of the owner's intent to return the units to the residential rental market. This notice must be provided to the city no less than thirty (30) days before any unit is offered for rent.
 - b. Offer the units at the same rent as was the lawful rent as of the date the notice of intent to withdraw is filed with the city, plus any general adjustments that would have applied under this title had the units not been withdrawn;
3. *Return of Units Within Ten Years After Withdrawal.* If any of the withdrawn units are re-offered for rent less than ten (10) years from the effective date of removal, the owner shall provide, to those tenants who provided notice of interest in re-renting pursuant to Regulation 1.05(3) of this Part, the right of first refusal to re-rent the unit, by certified or registered mail, postage prepaid, to the last address provided by the tenant, in which case the tenant shall have no less than thirty (30) days within which to accept the offer by personal service or certified or registered mail. Failure of the owner to provide the tenant with this right of first refusal shall render the owner liable in a civil action to the tenant in punitive damages in an amount not to exceed six months' rent. Payment of such amount shall not excuse the owner from complying with the requirement to comply with the requirements of this subdivision.
4. *Return of Units at Any Time After Withdrawal.* Any unit withdrawn from the rental market and later returned to the rental market shall be covered by any system of rent stabilization that is in effect at the time when the units are returned to the rental market.
 - a. As provided by subdivisions 1 and 2 of this regulation, withdrawn units that are returned to the rental market within the first five (5) years after notice of intent to withdraw or actual withdrawal, whichever is later, must be rented for no more than the rent that could have been charged if the units had never been withdrawn and there had been no change in tenancy.
 - b. If units are returned to the rental market five (5) or more years from the date of notice of intent to withdraw or actual withdrawal, whichever is later, while the units shall be subject to whatever system of rent stabilization is in effect at that time, the owner may establish a new initial rent for the new tenancy.

Regulation 1.07. Applicability of Other Laws and Contractual Obligations

Nothing in this Part of these Just Cause Regulations shall be construed to relieve an owner from complying with the requirements of any applicable state law, any lease or rental agreement, or any other type of lawful contractual obligation.

Regulation 1.08. Cumulative Remedies

The remedies provided for in this Part 1 of these Just Cause Regulations shall not be exclusive and shall not preclude a tenant from pursuing any alternative remedy available under the law. Failure by any owner to comply with the requirements of this Part shall constitute a defense in any unlawful detainer action brought to evict a tenant under Just Cause Ordinance Section 27-4(B).

Regulation 1.09 Definitions

For the purpose of this Part of Just Cause Regulations, the term "owner" shall be interpreted to include any and all successors-in-interest of any owner.

Regulation 1.10. Processing Fee Required

The notice to the city provided for in this subsection (1.05) shall be accompanied by a processing fee in an amount determined by resolution of the City Council.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF OXNARD ESTABLISHING ADMINISTRATIVE PROCEDURES AND REGULATIONS
TO IMPLEMENT THE PROVISIONS OF THE JUST CAUSE AND TENANT PROTECTION
AND RENT STABILIZATION ORDINANCES

WHEREAS, Oxnard City Code (“OCC”) Section 27-10(A) authorizes the City Manager to adopt procedures and regulations to implement the provisions of the Just Cause and Tenant Protection ordinance.; and

WHEREAS, OCC Section 27-28.1 authorizes the City Manager to adopt procedures and regulations to implement the provisions of the Rent Stabilization ordinance.

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

1. Registration Regulations. The registration regulations, attached hereto and incorporated herein by this reference as **Exhibit A**, are hereby adopted.
2. Right of First Refusal Regulations. The right of first refusal regulations, attached hereto and incorporated herein by this reference as **Exhibit B**, are hereby adopted.
3. Ellis Act Regulations. The Ellis Act regulations, attached hereto and incorporated herein by this reference as **Exhibit C**, are hereby adopted.
4. Updates to Regulations. The City Manager or designee may modify the regulations established in Exhibits A-C when the City Manager or designee deems necessary to effectuate the purpose and intent of such regulations.

///

5. Effective Date. This resolution shall be effective upon adoption.

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

AYES:

NOES:

ABSENT:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

Rent Stabilization and Just Cause Evictions and Tenant Protections (Just Cause) Regulations

Regulation 1: Registration

1.01 Purpose

1. The purpose of this regulation is to provide for the fair and effective implementation of the following two provisions of City Code Chapter 27, the Just Cause and Rent Stabilization Ordinances:
 - a. Section 27-29, which requires owners of properties subject to the Rent Stabilization Ordinance to pay a fee to fund the city's cost to implement and enforce that ordinance; and
 - b. 27-13, which requires owners of properties subject to the Just Cause Eviction and Tenant Protection Ordinance to pay a fee to fund the city's costs to implement and enforce that ordinance.
2. For purposes of this Regulation, all statutory references are to City Code Chapter 27 unless otherwise specified.
3. This regulation requires that all rental properties subject to Section 27-29 and/or Section 27-13 be registered with the City.
4. The information gathered through the property registration process will ensure that the city is able to properly determine the fee owed with respect to each subject property and to assess and collect that fee.

1.02 Registration Required; Form of Registration

1. By no later than April 1, 2025, the owner of every residential real property that is not exempt under both Section 27-24 and Section 27-7 must register that property with the city by completing, signing under penalty of perjury, and submitting to the Housing Department the form described in this section of this regulation.
2. The Housing Director shall cause to be created a form to be used for the registration of any residential real property that is subject to City Code Chapter 27.
 - a. *Information Required.* The form shall require the following information:
 - i. The address of the residential real property;
 - ii. The number of dwelling units, as defined in California Civil Code section 1940(c), in the property as may be amended from time to time;
 - iii. The name of the property's owner;
 - iv. The owner's mailing address (residential or business address);

EXHIBIT A

- v. Name and mailing address of the owner's agent for matters related to the residential rental of the property, if different from the owner;
- vi. The telephone number and email address at which the owner may most conveniently be reached;
- b. *Penalty of Perjury.* The signature line of the form required by this regulation shall include a statement that the signer declares under penalty of perjury under the laws of the State of California that all information provided on the form is true and correct.

1.03 Owner's Continuing Obligation to Register

1. If any information that an owner provides in a registration form submitted to the Department is inaccurate, incomplete, or changes, the owner must timely correct the inaccurate, incomplete, or changed information by submitting a new registration form with correct and current information.
2. *Correction of Inaccurate or Incomplete Information Previously Provided.* If information provided in a previously submitted registration form is inaccurate or incomplete, the owner must submit a new registration form correcting the inaccurate or incomplete information within 10 days of discovering the inaccuracy or incompleteness;
3. *Correction of Changed Information.* If information provided in a previously submitted form has changed, the owner must submit a new registration form completely and accurately providing the new information within 10 days of the previously provided information having changed.
 - a. If the changed information is the identity of the owner, it is the obligation of the new owner to provide the updated owner information within the time specified in this regulation.
 - b. The predecessor of any new owner must promptly inform the new owner of the obligation to update the property registration form in conformity with this regulation; but a predecessor owner's failure to do so shall not excuse the new owner from the obligation to comply with this regulation.

1.04 Registration of Property that was Previously Exempt

1. The owner of a property that was not registered because the property was exempt under the provisions of Section 27-24 or 27-7 must register the property in accordance with this regulation no later than ten days from the date when the exemption ceased to apply.

EXHIBIT B

Rent Stabilization and Just Cause Evictions and Tenant Protections (Just Cause) Regulations

Regulation 2: Right of First Refusal

2.01 Purpose

1. The purpose of this regulation is to clarify the rights and responsibilities of owners and tenants when a tenant is displaced due to a substantial remodel of the tenant's unit as defined by Just Cause 27-4(D). Unless otherwise specified herein, all statutory references are to the Just Cause Ordinance.

2.02 Tenant's Right of First Refusal

1. If an affected tenant has the right, under Section 27-4(D)(1)(b) or Section 27-4(D)(3), to return to the rental unit from which the tenant was displaced, the owner must offer to re-rent the unit to the affected tenant:
 - a. at the same rental rate that would have applied if the tenant had never been displaced; and
 - b. without requiring the tenant to complete or submit a new rental application form or pay any type of fee; and
 - c. without imposing any other type of requirement that the owner could not have imposed during the affected tenancy before the tenant was displaced.
2. The limitation on the owner's right to charge a higher rent than the lawful rent at the time of the tenant's displacement shall not be construed to limit an owner's right to apply for or obtain an increase in the lawful rent as provided for by Rent Stabilization Ordinance Section 27-23 (Fair Return Petition for Rent Increase).

EXHIBIT C

Just Cause Evictions and Tenant Protections (Just Cause) Regulations Part 1

Withdrawal of Residential Rental Real Property from Rental Market under the Ellis Act

Regulation 1.01 Purpose

This Part 1 of Just Cause Regulations has two interrelated purposes:

1. To fully implement the provision of Just Cause Eviction and Tenant Protections Ordinance Section 27-4(B), which permits owners to terminate tenancies as provided for by the Ellis Act, California Government Code Section 7060 et seq. This regulation is necessary because the Ellis Act includes various protections intended to prevent abuse of the right to terminate tenancies due to withdrawal from the rental market, those protections exist only if adopted by a local jurisdiction, and Section 27-4(B) does not include them.
2. To implement the requirements of California Government Code Sections 7060 through 7060.7, and shall be interpreted so as to provide the city with the broadest range of authority permitted under these provisions and to intrude the least into the city's authority in all other applications of its power. This Part shall not be construed to permit the conversion of any rental housing to condominiums, hotels or any other use, which conversions are otherwise regulated by the City of Oxnard City Code.

Regulation 1.02 No less than all of a building's rental units may be withdrawn.

Just Cause Ordinance Section 27-4(B) shall only apply to, and shall only be exercised for, the concurrent withdrawal of all rental units in all buildings or structures on a parcel of land from the rental market except where there is more than one building on a parcel and all buildings contain four or more rental units, in which case the owner may withdraw no less than all of the units in one or more of the buildings.

Regulation 1.03. Notice of Intent to Withdraw

Not less than one hundred twenty (120) days before the date when the owner intends to withdraw the rental units in a building or structure from the rental market the owner must do each of the following:

1. The owner must, by first class mail, postage prepaid, or by personal delivery, provide written notice under penalty of perjury to the city of such intent, which notice shall contain the following information:
 - a. The address and legal description of the subject property;
 - b. The number of rental units to be withdrawn from the residential rental market;
 - c. The names of all tenants residing in the units to be withdrawn; and

EXHIBIT C

- d. The lawful rent applicable to each such unit.
2. The notice required by subdivision 1 of this regulation shall be accompanied by a fee in an amount to be determined by resolution of the City Council, to reimburse the city for the direct and actual costs of tenant counseling and relocation assistance associated with an eviction under this subsection Just Cause Ordinance 27-4 and this regulation.

Regulation 1.04. Recording of Notice of Intent to Withdraw

No less than 120 days before the date when the owner intends to withdraw the property from the rental market, the owner must record with the Ventura County Registrar-Recorder a written notice prepared by and containing such information as is prescribed by the city summarizing the owner's notice of intent and certifying that evictions have commenced or will commence in accordance with applicable law.

Regulation 1.05. Notice to Tenants of Termination of Tenancy Due to Intent to Withdraw

No less than 120 days from the date when the owner intends to withdraw units from the rental market at the subject property, the owner must provide written notice of termination of tenancy to all affected tenants, which notice shall contain the following information:

1. A statement that the owner is terming the tenant's tenancy pursuant to Just Cause Ordinance 27-4(B) and this Just Cause Regulation Part 1, and will provide the city with the written notice required Regulation 1.03, above;
2. A summary of the specific information to be provided to the city in that notice regarding the tenant's unit;
3. A notice to the tenant that, within thirty (30) days of receipt of notice to terminate, the tenant may notify the owner in writing that the tenant would be interested in re-renting the unit if any of the units are re-offered for rent at a future time and advising the tenant to notify the owner of future address changes. A tenant shall also provide the city with a copy of the written notice, but the tenant's failure to submit a copy of the written notice to the city does not affect the tenant's right of first refusal if the tenant properly notified the owner of the tenant's interest under this paragraph;
4. A description of the tenant's rights as set forth in subdivision 5 of this regulation and Regulation 1.06 below. The notice shall be accompanied by a relocation fee in accordance with Just Cause Ordinance 27-6; and
5. A notice that, if the tenant is at least sixty-two (62) years old or disabled and has lived in the unit at least one (1) year before the owner gave the city notice of intent to withdraw the unit from the rental market, the tenant may extend the time before he or she must vacate. The extension shall be to one (1) year from the date when the owner gave the city proper notice of intent to withdraw. In order to obtain the extension, the tenant must give the owner written notice that he or she is at least sixty-two (62) years old or disabled, and

EXHIBIT C

must do so no more than sixty (60) days after the owner gave the city notice of intent to withdraw. Then, the following provisions shall apply:

- a. The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the city of the notice of intent to withdraw, subject to any adjustments otherwise available under this title;
- b. No party shall be relieved of the duty to perform any obligation under the lease or rental agreement;
- c. The owner may elect to extend the date of withdrawal on any other accommodation within the same building up to one (1) year after the date of delivery to the city of the notice of intent to withdraw;
- d. Within thirty (30) days of the notification by the tenant to the owner of his or her entitlement to an extension, the owner shall give written notice to the public entity of the claim that the tenant or lessee is entitled to stay in their accommodations for one (1) year after the date of delivery to the city of the notice of intent to withdraw;
- e. Within ninety (90) days of the date of delivery to the city of the notice of intent to withdraw, the owner shall give written notice to the public entity and the affected tenant(s) of any extension of the date of withdrawal and the new date of withdrawal under paragraph 1.03.

Regulation 1.06. Return of Withdrawn Units to the Rental Market

1. *Return of Units Within Two Years After Withdrawal.* If any of the withdrawn units are re-offered for rent by the owner within two (2) years from the effective date of withdrawal, the owner must:
 - a. Provide written notice of such action to the city not less than thirty (30) days before re-renting the units;
 - b. Offer the units at the same rent as was the lawful rent as of the date of withdrawal plus any general across-the-board adjustment that would have applied had the units not been withdrawn;
 - c. Give, to those tenants who provided a notice of interest in re-renting pursuant to Regulation 1.05(3) of this Part, the right to first refusal to re-rent the unit by certified or registered mail, postage prepaid, to the last address provided by the tenant, in which case the tenant shall have no less than thirty days within which to accept the offer, by personal service or certified or registered mail;
 - d. Be liable in a civil action if commenced within three years of displacement to any tenant evicted due to withdrawal of a unit pursuant to this subsection (1.05) for actual damages which were the proximate result of the displacement, in accordance with the principles enunciated in California Government Code Sections 7262 and 7264, plus exemplary damages;

EXHIBIT C

- e. Be liable in a civil action, if commenced within three years of displacement, to the city for exemplary damages for each of the withdrawn units.
2. *Return of Units Within Five Years After Withdrawal.* If any of the withdrawn units are re-offered for rent by the owner within five (5) years after any notice of intent to withdraw the accommodation is filed with the city—even if the notice is later rescinded or not acted upon—or within five (5) years after the accommodations are withdrawn, whichever is later, the owner shall:
- a. Provide to the city not less than thirty (30) days written notice of the owner's intent to return the units to the residential rental market. This notice must be provided to the city no less than thirty (30) days before any unit is offered for rent.
 - b. Offer the units at the same rent as was the lawful rent as of the date the notice of intent to withdraw is filed with the city, plus any general adjustments that would have applied under this title had the units not been withdrawn;
3. *Return of Units Within Ten Years After Withdrawal.* If any of the withdrawn units are re-offered for rent less than ten (10) years from the effective date of removal, the owner shall provide, to those tenants who provided notice of interest in re-renting pursuant to Regulation 1.05(3) of this Part, the right of first refusal to re-rent the unit, by certified or registered mail, postage prepaid, to the last address provided by the tenant, in which case the tenant shall have no less than thirty (30) days within which to accept the offer by personal service or certified or registered mail. Failure of the owner to provide the tenant with this right of first refusal shall render the owner liable in a civil action to the tenant in punitive damages in an amount not to exceed six months' rent. Payment of such amount shall not excuse the owner from complying with the requirement to comply with the requirements of this subdivision.
4. *Return of Units at Any Time After Withdrawal.* Any unit withdrawn from the rental market and later returned to the rental market shall be covered by any system of rent stabilization that is in effect at the time when the units are returned to the rental market.
- a. As provided by subdivisions 1 and 2 of this regulation, withdrawn units that are returned to the rental market within the first five (5) years after notice of intent to withdraw or actual withdrawal, whichever is later, must be rented for no more than the rent that could have been charged if the units had never been withdrawn and there had been no change in tenancy.
 - b. If units are returned to the rental market five (5) or more years from the date of notice of intent to withdraw or actual withdrawal, whichever is later, while the units shall be subject to whatever system of rent stabilization is in effect at that time, the owner may establish a new initial rent for the new tenancy.

Regulation 1.07. Applicability of Other Laws and Contractual Obligations

EXHIBIT C

Nothing in this Part of these Just Cause Regulations shall be construed to relieve an owner from complying with the requirements of any applicable state law, any lease or rental agreement, or any other type of lawful contractual obligation.

Regulation 1.08. Cumulative Remedies

The remedies provided for in this Part 1 of these Just Cause Regulations shall not be exclusive and shall not preclude a tenant from pursuing any alternative remedy available under the law. Failure by any owner to comply with the requirements of this Part shall constitute a defense in any unlawful detainer action brought to evict a tenant under Just Cause Ordinance Section 27-4(B).

Regulation 1.09 Definitions

For the purpose of this Part of Just Cause Regulations, the term "owner" shall be interpreted to include any and all successors-in-interest of any owner.

Regulation 1.10. Processing Fee Required

The notice to the city provided for in this subsection (1.05) shall be accompanied by a processing fee in an amount determined by resolution of the City Council.



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

REPORTS AGENDA ITEM NO. D.2

DATE: March 25, 2025

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

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

SUBJECT: Tenant Anti-Harassment Ordinance. (20 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee:

1. Review and recommend that the City Council approve the first reading by title only and waive further reading of the proposed ordinance titled:
“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS”; and
2. Review and authorize two full-time equivalent (FTE) positions, and the associated budget, as part of the Fiscal Year 2025-2026 Budget for implementation of the proposed ordinance.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/7GeXyGn6k54>

BACKGROUND

Recently, there has been an increase in the number of cases reported against landlords who are employing coercive tactics in order to induce tenants to vacate their rent stabilized units. Rent stabilized units are subject to a limitation of annual rent increases, for specified properties to 4%.

Some of the reported tactics include: reducing housing services, issuing eviction notices based on false grounds, threatening to contact immigration authorities or refusing to complete repairs required by law. These tactics often force tenants to vacate their units, which in turn allows landlords to raise rents to market rate rent without abiding by the City’s 4% rent caps, for applicable units, or going through the City’s Fair Return Petition Process.

Several jurisdictions such as Santa Monica, West Hollywood, Oakland, San Jose and Los Angeles have seen similar trends, resulting in the adoption of tenant anti-harassment ordinances. It has been reported that the anti-harassment ordinances serve as a deterrent to illegal conduct and assist tenants in their legal defense against landlords who engage in such harassment.

In response to escalating reports of landlord harassment in Oxnard, Councilwomen Basua and Perez requested staff bring forth a Tenant Anti-Harassment Protections Ordinance for City Council’s consideration.

DISCUSSION

Tenant Anti-Harassment Ordinance Research

Housing staff engaged Mr. Stephen Lewis, Esq. (Mr. Lewis) to prepare a Tenant Anti-Harassment Protections Ordinance. Mr. Lewis is an attorney with nearly 30 years of experience litigating in state and federal courts, including over two decades representing California local jurisdictions' rent stabilization programs. He served as primary counsel to the City of West Hollywood Rent Stabilization Commission from 1999 through 2010, and as General Counsel to the Santa Monica Rent Control Board from 2010 through 2020. He currently advises numerous rent stabilization jurisdictions throughout California and has been instrumental in Oxnard's implementation of the Rent Stabilization and Just Cause Evictions and Tenant Protections Ordinances.

When drafting the proposed ordinance, Mr. Lewis incorporated best practices from the various jurisdictions consulted, while also ensuring the ordinance did not violate any constitutional protections or published appellate opinions.

The proposed ordinance prohibits harassment by residential landlords and identifies specific acts and omissions by landlords that constitute prohibited harassment. Violations under the ordinance are a misdemeanor and may be criminally prosecuted by the City. Based on the experience of other jurisdictions with similar ordinances, only the most egregious cases are prosecuted as violations of tenant anti-harassment laws. The ordinance also allows an aggrieved tenant, the City, or an organization to pursue civil action for damages and the recovery of attorney fees. The ordinance would apply citywide to all residential tenancies within the City. A copy of the proposed ordinance is attached to this report (Attachment 1).

In preparation of implementing the proposed ordinance, staff reviewed over a dozen anti-harassment laws to better understand the staffing, budget and outcomes associated with the implementation of their respective laws.

All of the jurisdictions staff reviewed, except the City of Santa Monica, include anti-harassment laws in their Rent Stabilization or Tenant Protection Ordinances. Therefore, the enforcement of their anti-harassment laws coincide with the enforcement of their Rent Stabilization and Tenant Protection Ordinance. This approach has the drawback of limiting these protections to only rental units that are covered under those ordinances. Because of this limitation, and in consultation with Mr. Lewis, Staff recommends a standalone anti-harassment ordinance, similar to the City of Santa Monica, which covers all residential tenancies within the City.

The City of Santa Monica's Tenant Harassment Ordinance is administered by the City Attorney's - Consumer Protection Unit. The Consumer Protection Unit engages in affirmative litigation and community education to enforce and promote consumer protections including renters rights, fair housing and code enforcement. According to the City of Santa Monica Housing Element, this ordinance would apply to the 33,505 renters identified in the Housing Element. The unit is staffed by five lawyers, two investigators and support staff.

Their processes include receiving complaints online, once received, having an investigator review the complaints, analyzing supporting documentation, interviewing involved parties, and sending any substantive complaints to the City Attorney's office for review and or prosecution. The City of Santa Monica receives approximately 200 complaints a year and on average 5-10 of those result in litigation. Each of those complaints warrants a thorough investigation which often results in substantial staff time needed to prepare these cases prior to the City Attorney's office receiving them.

Additionally, tenants may also employ their own methods, which includes, litigation and mediation through a private attorney to exercise their rights under the city's ordinance. However, many residents face financial

constraints and are not able to utilize this method to address their violations. In those cases the tenants will seek utilization of the city's Anti-Harassment Ordinance Program.

Implementation of the Tenant Anti-Harassment Ordinance

The US Census Bureau's annual American Community Survey estimates that there are approximately 22,327 housing units within the City of Oxnard which would be subject to the city's ordinance. Adoption of the ordinance will result in an expansion of the number and types of complaints received, as well as in-person and phone inquiries. Adoption of a Tenant Anti-Harassment Protection Ordinance would be ineffective without adequate staffing and resources to enforce the ordinance. Based on research with other cities, to launch a citywide program at least two (2) positions are necessary: one (1) partially dedicated Assistant City Attorney and one (1) fully dedicated Housing Investigator.

The Assistant City Attorney would conduct legal research, prepare opinions and regulations, prosecute civil or criminal violations related to the Tenant Anti-Harassment Protections Ordinance and other municipal codes, and represent the city in a variety of litigation.

The Housing Investigator would investigate tenant complaints, conduct research, interview witnesses, prepare reports and make referrals for criminal prosecution, civil litigation or to non-profits organizations.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Adoption of the proposed ordinance will have a fiscal impact on the General Fund. An annual budget of approximately \$505,000 is needed to support the two positions, budgeted at mid-range of the salaries, including benefits and fixed charges such as workers compensation, liabilities, unfunded liabilities, etc. The current salary range for an Assistant City Attorney is: \$156,976.56 - \$216,831.68 and the salary range for a Housing Investigator is: \$59,839 - \$113,367

Prepared by: Albert Ramirez, Assistant Housing Director

ATTACHMENTS

1. Attachment 1 - Tenant Anti-Harassment Ordinance
2. Attachment 2 - Presentation

Subject: March 25, 2025 Community Services Committee Mtg. Agenda Item D.1 - Just Cause Evictions & Tenant Protection Code Amendments & Regulations
From: "b.macriortiz via City Clerk" <cityclerk@oxnard.org>
To: 'Luis McArthur' <luis.mcarthur@oxnard.org>, "Perello, Bert" <bert.perello@oxnard.org>, Michaela.perez@oxnard.org
Cc: brenda.lopez@oxnard.org, 'Alex Nguyen' <alexander.nguyen@oxnard.org>, 'City Clerk' <cityclerk@oxnard.org>
Date Sent: Monday, March 24, 2025 7:24:18 PM GMT-07:00
Date Received: Monday, March 24, 2025 7:25:04 PM GMT-07:00
Attachments: Macri-Ortiz 2 Mayor & CC Comm re Item D1 (03.24.2025).pdf, Res. 11468 - Guidelines.pdf

Dear Mayor and Council Members Perello and Perez:

Attached please find my comment letter for tomorrow evening's Community Services, Public Safety, Housing and Development Committee meeting, Item D.1. I have commented on the proposed changes to the Oxnard Code My comments are found in points numbered 1-4 (pages 1 & 2 of my letter). . As you will see after reading Point No. 5 (letter pages 3-8) I urge you to send the Regulations back to the Housing Department as they are in no condition for adoption. I have also attached a copy of the city's Resolution 11, 468, which established the regulations for the Mobile Home Park Rent Stabilization Ordinance, including the procedures for a discretionary Rent Increase (p. 3 – 20; Sections IV – IX). I am providing this as an example of what should be in the regulations. Unfortunately, that is not the case yet for the regulations for a rent increase to achieve a fair return. More work must be done!

Thank you for your consideration. Please feel free to call me with any questions or concerns.

See you tomorrow night.

Barbara

Law Office of Barbara Macri-Ortiz
PO. Box 6432
Oxnard , CA 93031
Tel: [REDACTED]
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[REDACTED]

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March 24, 2025

Hon. Luis McArthur, Mayor, via luis.mcarthur@oxnard.org
Council Member Bert Perello , via bert.perello@oxnard.org
Council Member Michaela Perez, via Michaela.perez@oxnard.org
Oxnard City Council Community Services,
Public Safety, Housing & Development Committee
300 West Third Street, 4th Floor
Oxnard, CA 93030

**RE: *March 25, 2025 AGENDA ITEM D.1
Just Cause Evictions & Tenant Protection Code Amendments &
Resolution Establishing Administrative Regulations to Implement the
Rent Stabilization and Just Cause Ordinance***

Dear Mayor McArthur, and Council Members Perello and Perez:

I have reviewed the staff report and the drafts of the proposed Code Amendments and Regulations that are before you tonight and offer the following critique.

1. Part 1. Subdivision (B) of Section 27-3 of the Oxnard City Code

The words “additional replacement tenant” should be inserted in Section (B)(1)(a)(1), at the location highlighted below:

“The obligation to limit occupancy, provided that the additional occupant who joins the tenant of the residential real property thereby exceeding the limits on occupancy set forth in the lease is a dependent under age 18, or a replacement tenant who moved in after an approved tenant vacated the residential real property, so long as the additional replacement tenant does not exceed the limits set forth in the Uniform Housing Code.”

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Note that the Uniform Housing Code has not been used to bar tenancies where the immediate family/household has grown due to birth or family reunification. Thus, it is important to insert the proposed clarification as the proviso should only apply to replacement of tenants who are not part of the family unit. The other alternative would be to eliminate in its entirety the phrase... "so long as the addition does not exceed the limits set forth in the Uniform Housing Code."

2. **Part 2. Subdivision (A) of Section 27-4 of the Oxnard City Code.**

For consistency, the statement referenced in (A)(3)(a) should include all the persons who may occupy the unit, besides the owner or the owner's spouse. It should read as follows (with the additional language highlighted):

"(a) A statement that the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, intends in good faith to occupy the unit as to which the tenancy is to be terminated and to reside in that unit as their principal place of residence for a minimum of 24 months, commencing within 90 days of the termination of the tenancy." [last underlined change (not highlighted) was made to correct a grammatical error]

3. **Part 3. Section 27-10 of the Oxnard Code.**

A minor change should be made to (A)(3). The word "relations" should be changed to "relates", i.e."consistent with the intent of the ordinance provision to which it relates; and"

4. **Sec. 27-13 Fee Established**

It should be understood and agreed that there are two ordinances; however, residential property owners should only be subject to the fee in relation to their coverage under the specific ordinance. Note that some owners are covered under the Just Cause Evictions and Tenant Protection Ordinance [SEC. 27- 1 through SEC. 27-12], while others are exempted from coverage under SEC. 27-7. Additionally, other owners are not covered under the Rent Stabilization Ordinance [SEC. 27-20 through SEC. 27-30], by virtue of their exemption under SEC. 27-24. The City has to come up with an accurate fee study, including justification for the amount of the fee for coverage under one or both

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of the ordinances.

5. ***Regulations for Rent Stabilization and Just Cause Evictions and Tenant Protection Ordinances. [EXHIBIT A].***

REGULATION 1: Registration

A. Regulation 1.01

The language should read:

3. This regulation requires that all rental properties subject to Section 27-29 and/or Section 27-13 [*formerly known as SEC 27-10(B)*] be registered with the City.

B. Regulation 1.02

2.a. ii. The reference to Civil Code § 1940 subdivision ©, the regulation should use the lower case “c”, to comport with the reference in state law. That subdivision of the statute defines the meaning of a “Dwelling unit” as “a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.”

I would also suggest that you add another information point required under
a.

vii. Date of Certificate of occupancy¹

6. ***Regulations for Rent Increase to Achieve a Fair Return (EXHIBIT B).***

After review of these regulations [Regulation 1.01 - 1.07], and with all due respect, I must say in all seriousness, that these Regulations are simply not ready for prime time. Thus, ***I must urge the City Council Committee to send these regulations back to the Housing Department with instructions to work with the public and the stakeholders to***

¹ I note that under Civil Code § 1947.12, there is an exemption set forth in subdivision (d)(4) for “Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobile home.”

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create a product that would be worthy of consideration by the Council. More work must be done before these regulations are anywhere near ready to present to the City Council with a recommendation for approval.

As it stands now, the only thing that these regulations accomplish is to ensure that the tenants are not afforded Due Process. These regulations ensure that there is no due process and that there will be no real hearing. I am dismayed with this situation in particular because the City has lived for decades with a process under the Oxnard Mobile Home Park Rent Stabilization Ordinance and regulations that has apparently worked fairly well over the years. Yet, few if any of the best practices under that ordinance and its regulations were incorporated. For your benefit, I am attaching City Council Resolution No. 11,468, that was adopted by the City Council on November 17, 1998, effective December 10, 1998. I am not suggesting that the City can necessarily apply everything in these regulations or that everything within them will be relevant to residential rental housing (as opposed to mobile home where the tenants own their mobile homes and are charged space rents), but these regulations should be used as a guide, especially with respect to the administrative and hearing procedures and the substantive requirements that must be followed by the Owner and the City.

To make my point, the following are just some of the problems with the regulations.

1. Section 1.02: Of particular concern is the definition of "Base year," being the 12 month period preceding May 2022. That is actually the highest over-the-year percent change in the CPI that we have experienced. Let me remind you that the calls for rent control came from our residents because of the crushing rents that were being imposed on them during the months before the rent stabilization ordinance was adopted. By making that period the base year, the regulations guarantee abnormally high rents will be the norm. Instead, the base year should be the period from June 2022 - May 2023. The rationale is that the City's rent stabilization program did not go into effect until June 3, 2022, which means that landlords had unlimited rights to raise rents pursuant to notices issued before June 3, 2022; and therefore, the rents in effect in May 2022 -April 2023 already reflected any 2021-2022 increase in the cost to the landlord of maintaining the property. Additionally, there is no definition of nor parameters to when the "Requested Date of Increase" can fall. It should be defined in such a way as to require the landlord to submit a complete application at least 60 to 90

days prior to the requested effective date. Under the proposed regulations, the increase could be requested to take place on a date that actually falls before the date the application is filed. This must be addressed.

2. Section 1.02(3)(b)(I) references unusual Base Year income. What appears to be missing is any mention of unusual "Current Year" expenses, although Section 6(b)(ii) does refer vaguely to excluding "avoidable and unnecessary expenses since the Base Year". The phrase "since the Base Year" obviously includes the Current Year, but the phrase "avoidable and unnecessary expenses" would likely not cover a landlord piling on expenses in the Current Year in order to lower income -- for example, by undertaking an aggressive and complete remodel and/or replacement of all sorts of assets in the Current Year, even if they still had many years of useful life left, or over-paying for remodeling expenses (by hiring a family member to re-roof the place, for example, at a higher cost than warranted). The regulations must address this issue.
3. Section 1.03 (1)©: The regulations should require that the financial report be signed and certified by a CPA. Otherwise there could just be an unsigned spreadsheet presented by some property manager. Also, for Section 1.03(1): the landlord should be required to present property-specific tax returns, if such exist, in addition to the financial reports. The reason for this is that if a landlord received some kind of tax credit for something related to the property (for example, for installing solar, or energy conservation investments), that would not show up on an I/E statement, but would on a tax return -- and would effectively increase the income.
4. Section 1.03(2): In what format must the tenants' response be submitted? The City should develop a form to send to the tenants, a form they can fill out if they wish to challenge. The form should indicate to precisely whom in the City the form must be submitted, and the date by which it must be submitted. It is unreasonable and unrealistic to require tenants to submit "additional materials" with their response.
5. This leads me to the key point on Due Process. There is no requirement for an actual in-person hearing, no ability of tenants to have access to additional records (other than those submitted with the park's original

application), no right to cross-examine anyone associated with the property management firm or the person who prepared the financial reports. There is no requirement that anything be disseminated in any language other than English. In fact, the regulations require the Hearing Officer to issue a decision based solely on written submissions. In short, the regulations do not in any way establish a Due Process right to challenge what could be a rent increase of hundreds or thousands of dollars.

6. Time lines: There is a potential dilemma between the time line for notifying the tenants of the application, and the date by which they must submit their response.
7. Under 1.03(1)(d), the landlord must send the petition to the tenants "on or no more than two days before the date when the petition is submitted to the City." If we treat the date when the petition is submitted as Day One, then under 1.03(2)(a), the tenants would have to submit their response to the landlord's petition within thirty days, or by Day 30, and the tenants' response must also include "providing the city with additional materials if they wish to contest the petition." However, note that under 1.03(4), the city Hearing Officer may have to retain an expert and get an expert's report on the landlord's petition, and that will take much longer. In fact, under 1.04(2)© the tenants might not receive that expert's report until after Day 30. It is entirely unreasonable and a violation of Due Process to require the tenants to submit "additional materials" with their original response, when that response is due before the city's own expert has produced its report on the petition. This is just one illustration of how the Time lines in the regulations marginalize the tenants and exclude them from any effective way to participate in the hearing process.
8. It should be explicitly stated that tenants have the right to have a representative of their own choosing, to avoid any claim by either the landlord or by a future city employee that financial information about the application or property cannot be shared with a non-tenant.
9. The City Code already provides for city-appointed Hearing Officers to issue subpoenas. These regulations should state that tenants may submit requests

for, and the Hearing Officer may issue, subpoenas for production of documents or appearances by witnesses.

10. Regulation 1.04 needs a lot of work. Do we really want the City Manager or his designee, to act as a “hearing officer” without a hearing? The standards for decision [Sec. 1.04(3)] violate the principles of fairness and overcompensate the owner. Why shouldn’t the remedy in the formula just be the CPI, if it is greater than 4%? The standard for the Decision is really skewed. See above comment re the inherent problem with the base year, as defined in the regulations. Also, it does not seem appropriate that the challenge to a decision that does not really have a record, certainly not a record in a hearing, only be challenged by administrative mandamus. The attorneys really need to think this through.
11. Regulation 1.05.3(d) was obviously lifted from another ordinance as it refers to the “hearing examiner” or the “Board”, when the regulations refer to neither.
12. Regulation 1.07. This provision does not make much sense. Where did the 12% come from? The default position should be state law, Civil Code § 1947.12, 5% + the cost of living with a maximum of 10%. Why would owners get more relief under our ordinance than would be there right under state law? Why are we giving away the store? The regulations actually invite the owners to apply for the discretionary increase as the reward is much greater than they would get under state law.
13. The regulations should also state that tenants have a right to participate in the Hearing Process in Spanish and that the City shall provide translations of documents and interpretation at the Hearing.
14. There should be specific qualifications for the Hearing Officer, such as s/he should be an independent non-city employee, who serves under a fixed-term agreement (so as not to be subject to termination if the City Council is not happy with a particular decision) -- much the way that Dave Hart was contracted for, on the basis of a three year Consulting Services Agreement. The Hearing Officer should be someone who has no involvement in the rental property or real estate business anywhere in Ventura County, and the

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Hearing Officer should have some knowledge of and experience with rent stabilization ordinance implementation. It would also make sense for the regulations to state that the Hearing Officer has the ability to receive assistance from the City's legal counsel in the drafting of decisions, just as under the Mobile Home Rent Stabilization Guidelines. [Resolution No. 11,468, attached]. Those MHRS guidelines also state that the Hearing Officer has access to City staff and resources to perform his duties, which should also be specified, given that these proposed regulations require the Hearing Officer to print and send out notices, etc.

These are comments based on a cursory review of the proposed regulations. The parties should spend some serious time in study and discussion in a process that should be initiated with key stakeholders and representatives from the City attorney's office to provide input and proposals to refine the proposed regulations.

Please note that I have not yet had an opportunity to study (or compare with state law) the regulations that address the withdrawal of residential real property from the rental market under the Ellis Act. [Exhibit D]. That said, one issue that I noted under Regulation 1.05e is a reference to "the new date of withdrawal under paragraph ____." That sentence needs to be completed. Other than that, based on my recollection of the Ellis Act, it appears that the regulations parallel the statutory requirements. But that is just my preliminary assessment. I will try to scrutinize this Exhibit and applicable law in more detail prior to tomorrow's hearing.

Thank you for the opportunity to critique the draft ordinances and regulations. I am available to answer any questions that you or staff may have regarding my concerns.

Sincerely,



Barbara Macri-Ortiz

cc: Brenda Lopez, Oxnard Interim Housing Director; brenda.lopez@oxnard.org
Alexander Nguyen, Oxnard City Manager; alexander.nguyen@oxnard.org
Lourdes Lopez, Oxnard City Clerk; cityclerk@oxnard.org

Enclosure: Guidelines for Implementation of the City of Oxnard Mobilehome
Park Rent Stabilization Ordinance (City Council Resolution 11,468),
Effective December 10, 1998

**GUIDELINES FOR
IMPLEMENTATION OF THE CITY OF
OXNARD MOBILEHOME PARK RENT
STABILIZATION ORDINANCE**

(City Council Resolution No. 11,468)

Effective December 10, 1998

Exhibit No. 2

**INDEX TO GUIDELINES FOR IMPLEMENTATION OF OXNARD MOBILEHOME
PARK RENT STABILIZATION ORDINANCE (COUNCIL RES. #11,468)**

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CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11.468

GUIDELINES FOR IMPLEMENTATION OF THE MOBILEHOME PARK RENT
STABILIZATION ORDINANCE

WHEREAS, the City Council adopted Ordinance No. 2475 on November 10, 1998, which amended the Mobilehome Park Rent Stabilization System as codified in Chapter 17.1 of the Oxnard City Code; and

WHEREAS, Ordinance No. 2475 provides that the City Council, after a noticed public hearing, shall adopt guidelines and/or procedures to aid in the implementation of Ordinance No. 2475.

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

The Guidelines for Implementation of the Mobilehome Park Rent Stabilization System established by Ordinance No. 2475 shall be those set forth below:

- I. Definitions. The definitions used in these Guidelines shall be the same as those contained in Ordinance No. 2475, as codified in Chapter 17.1 of the Oxnard City Code, and such definitions are hereby incorporated in full herein by this reference.
- II. Fees. The following fees shall be paid by the owner with the described application. For review of any application except a discretionary rent increase application, the fee shall be Seventy-Five Dollars plus costs for postage for required resident notices. For review of a discretionary rent increase application, the fee shall be One Thousand Dollars. In addition, the owner shall pay for the cost of any independent certified public accountant audit and the postage required for resident notices.
- III. CPI Formula Adjustment. The following procedures shall govern the processing of a CPI Formula Adjustment Application.
 - A. Application. An owner shall request a CPI formula adjustment by submitting an application to the Director. For any rent adjustment taking effect on or after April 1, 1999, a complete application must be received at the Director's office at least sixty (60) calendar days prior to the date of the proposed rent adjustment. The application shall contain all of the existing space rents, the CPI adjustment calculations, the proposed new space rents, and a list of the affected residents and their addresses. Proposed space rents may be rounded to the nearest \$.50 in the following manner: \$.75 to \$1.24 rounded to \$1.00, \$.25 to \$.74 rounded to \$.50.]

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- B. Availability of Application. The owner shall make available copies of any CPI Formula Adjustment Application, free of charge, to any resident requesting same from the owner.
- C. Administrative Review. Within fifteen days of receipt of an application, the Director shall review the application to determine the accuracy of the application and determine whether the owner maintained the service level of the park as previously determined by the City. The Director shall notify the owner in writing of the results of the Director's review of the application.
- D. Notice and Petition for Hearing.
1. If the information in the application is correct, the Director shall give notice by mail to each affected resident. The notice shall contain the method of calculation and the amount of the proposed increase, and state that the increase will automatically be effective on a stated date not less than forty-five (45) days from the date of the notice. The Director shall file a proof of service of such notice with the Hearing Officer. Any protest shall be received at the Director's office within thirty (30) days of the date of mailing of such notice. If a protest is filed with the Director, the application shall be reviewed by the Hearing Officer.
 2.
 - (a) Within three days of the Director's receipt of a protest, the Director shall send a copy of the protest to the owner and file a proof of service of the protest with the Hearing Officer. The Hearing Officer shall set a hearing on the protest no later than forty-five (45) days after the Director sends a copy of the protest to the owner. No hearing may be continued beyond thirty-one days after the initial hearing date except by the Hearing Officer upon a showing of good cause.
 - (b) The written protest shall contain the name, mailing address, and telephone number of an individual who shall be designated as the representative of the protesting residents. Official notices to the protesting residents may be served upon this representative. This representative shall also organize the presentation to the Hearing Officer on behalf of residents.
 3. Notwithstanding the above, an individual resident may object to an error in calculation in the proposed CPI formula adjustment for his/her space rent by contacting the Director who shall determine the accuracy and the

amount of the allowable adjustment for that resident's space. In such cases, the Director's decision shall be final and a copy filed with the Hearing Officer.

4. The specific grounds for the protest shall be limited to a challenge of the Director's determination as to the accuracy of the application or the determination as to whether the owner has maintained the service level of the park. The hearing by the Hearing Officer shall be limited to those matters which are specifically identified in the protest.
5. In the event a protest is filed, residents shall remit to the park owner the full amount of the requested CPI formula adjustment, in accordance with the application, while the protest hearing is conducted by the Hearing Officer. Upon the conclusion of the protest hearing, the Hearing Officer shall issue a written decision which shall specify the amount of the permissible rent adjustment for each covered space.
 - (a) If the protest is upheld by the Hearing Officer, either in whole or in part, residents shall thereafter remit to the park owner the amount of rent as set forth in the Hearing Officer's written decision. The park owner shall credit residents with the difference between any amounts paid by residents beginning on the effective date of the CPI increase, and the amount ultimately authorized by the Hearing Officer. Such credit shall be applied on the first monthly rental statement subsequent to the issuance of the Hearing Officer's written decision, regardless of the filing of any challenge to the Hearing Officer's decision.
 - (b) If the protest is denied by the Hearing Officer, residents shall continue to remit the full amount of the requested CPI formula adjustment. Such remittance shall continue unless and until such time as the decision is reversed and final.

IV. Discretionary Rent Increases. The following procedures shall govern the processing of applications for discretionary rent increases:

A. Application, Timing of Hearing, Limits on Hearing Officer's Power

1. If an owner files a Discretionary Rent Increase Application, such application shall be submitted to the Director only in conjunction with and

at the same time as an application for a CPI Formula Adjustment Application.

2. A Discretionary Rent Increase Application shall be submitted to the Director at least sixty days prior to the effective date of the requested increase and may be submitted no more than once in any twelve-month period.
 3. Any hearing required concerning the CPI Formula Adjustment Application shall be conducted prior to the hearing on the Discretionary Rent Increase Application unless the owner consents to having the CPI Formula Adjustment Application heard immediately prior to but on the same date as the hearing on the Discretionary Rent Increase Application.
 4. If the Discretionary Rent Increase Application is granted in an amount greater than the amount granted pursuant to the CPI Formula Adjustment Application, then the CPI Formula Adjustment Application shall be deemed withdrawn and any increase awarded pursuant to the CPI Formula Adjustment Application shall be deemed null and void from the effective date of the discretionary rent increases.
 5. If the amount granted pursuant to the Discretionary Rent Increase Application is less than the amount granted pursuant to the CPI Formula Adjustment Application, then except for this purposes of appeal, the Discretionary Rent Increase Application shall be deemed withdrawn and any increase awarded pursuant to the Discretionary Rent Increase Application shall be deemed null and void.
 6. Under no circumstances shall the Hearing Officer grant a rent adjustment which results in an increase which exceeds the greater of either the discretionary rent increase or the CPI formula adjustment granted.
- B. Director's Review. Upon receipt, the application shall be reviewed by the Director. The application shall be considered satisfactory if all necessary information requested in the application is provided and documentation sufficient to support the need for the increase in the application is provided. The Director shall contract with an independent certified public accountant to audit, pursuant to generally accepted accounting principles, the application, documents and records, make a report to the Hearing Officer on the accuracy and completeness of the information

contained in the application, and respond to the Hearing Officer's questions or requests for information.

- C. Required Documentation. The required documentation shall consist of the application, a proposed space rent schedule showing the existing rents and the proposed new space rents, a current resident roster which shall provide the names and mailing addresses of each resident in the park.
- D. Public Records. The required documentation shall become public record unless the documents are privileged under federal or State law. Any document submitted in support of a rent increase application and any document reviewed and retained by the Certified Public Accountant hired by the City to review the park's records that is not privileged under state or federal law shall be deemed a public record and part of the record of the proceedings before the Hearing Officer. Documents submitted to the Hearing Officer must be legible, reproducible and prepared using generally accepted accounting principles.
- E. Role of Certified Public Accountant. The required documentation must be certified by the owner and the owner's certified public accountant as fairly presenting the results of operations. The records related to net operating income must be compiled by the owner in accordance with generally accepted accounting principles. The required documentation will not be returned to the owner. The owner shall make available to the certified public accountant all records, papers, or written memoranda which are not privileged under federal or State law for claimed expenses of the park.
- F. Relatives of Owner. In those instances where the owner's relatives performed management services or labor being claimed as an operating expense, a record of the date, number of hours, the nature of the service or labor, and the expenditure shall be identified and submitted with the application. Failure to submit such information may result in the Hearing Officer denying the requested cost or expense. The Hearing Officer may request evidence of any individual's background, knowledge, training or experience qualifying such an individual to perform management services or labor as claimed in the required documentation.
- G. Notice. An owner shall give each affected resident a copy of the application and file a proof of service with the Director at the time that the application is filed with the Director.
- H. Timing of Hearing. Within five days of the Director's determination that the application is satisfactory, the Director shall schedule the application for a hearing

and shall mail a written notice of the hearing to each affected park space. This notice shall include the date, time and place for the hearing. The hearing shall be no sooner than thirty days and no later than sixty days after the Director's receipt of the application.

- I. Posting of Notices. The Director shall provide the owner with three copies of the notice of hearing which the Director mailed to the residents. The owner shall post two copies of these notices in conspicuous locations in the park where they may be viewed by all interested residents for fifteen days prior to the date of the Hearing Officer's hearing.
- J. Proof of Service. The Director shall file a proof of service with the Hearing Officer of the notice of hearing. A copy of the notice, the proof of service, and list of residents notified shall be provided as an attachment to the Director's report to the Hearing Officer.
- K. Protest. Residents shall have fifteen days from the date that the notice of a hearing is mailed to file with the Director a protest to the application. Within ten days of the filing of a protest, the Director shall notify the owner in writing of the protest.
- L. Hearing. At the hearing, the Hearing Officer shall review the required documentation filed by the owner. The Hearing Officer shall decide the issues in dispute. The Hearing Officer shall issue a written decision on the application no later than thirty-five days following the completion of the hearing.
- M. Representatives/Transcript. The hearing on the application shall be open to the public. All participants at the hearing may have assistance from an attorney at law or such other person as may be designated by the party in presenting evidence or in setting forth by argument their position. The official record of the hearing shall be the certified shorthand reporter's stenographic transcript which shall be made available to a party for at least a six-month period after the hearing upon the party's request and payment for the transcript.
- N. Assistance to Hearing Officer. The Hearing Officer may use City personnel and facilities, including staff and legal counsel, to aid in reviewing applications and drafting proposed findings and decisions.
- O. Witnesses All witnesses shall testify under penalty of perjury.

P. Presumptions

1. The fact that an owner may apply for a discretionary rent increase that may exceed the amount of a CPI formula adjustment shall not give rise to any presumptions.
2. The granting of a discretionary rent increase by the Hearing Officer shall not give rise to the inference that prior rents were the minimum required or confiscatory. The Hearing Officer shall presume that all space rents received by owners both prior and subsequent to all discretionary rent increases were, and are, above the minimum required and not at a confiscatory level, unless there is clear and convincing evidence to the contrary.
3. The Hearing Officer shall presume that the net operating income received in the base year provided owners with a just and reasonable return above the required minimum on their investment unless there is clear and conclusive evidence to the contrary.

V. Discretionary Rent Increase Approach. The following approach is structured to permit a continuation of the net operating income of the park and provide a just and reasonable return on the owner's investment.

A. Net Operating Income Approach

1. The net operating income approach, correlated to the CPI, has the following desirable characteristics:
 - (a) The approach cannot be manipulated. Other approaches which take into account current mortgage payments and/or purchase price may be manipulated through sales and refinancing.
 - (b) The approach does not discriminate on the basis of original purchase price or financing arrangements.
 - (c) The analysis in this approach is simple to perform and is objective.
 - (d) The approach is not circular.
 - (e) The approach affords growth in profit levels that is tied to the inflation rate.

- (f) The approach encourages property maintenance because owners may passthrough to residents all reasonable operating expense increases regardless of profit levels.
 - 2. The approach authorized herein to evaluate a Discretionary Rent Increase Application is not exclusive, but is preferred. Alternate methods may be used by the Hearing Officer. Unless clear and convincing evidence is presented that another method is more appropriate, this preferred approach will be used by the Hearing Officer. When an alternate method is prepared, the owner must also use the preferred approach and submit all required documentation for the preferred approach concurrent with the proposed alternate method.
 - 3. Proposed other methods must fully explain, in writing, the methodology and reasons supporting use of the methodology, and must provide required documentation adequate for the Hearing Officer to understand and use the suggested method. The methodology, information and documentation shall be provided with the application. Failure to provide the mandatory methodology, information and documentation for other proposed methods shall be grounds for rejection of the proposed method, continuation of the hearing, or denial of the requested discretionary rent increase without prejudice. The use of other methods shall be at the absolute discretion of the Hearing Officer.
- B. Evaluation. Net operating income is determined by subtracting the annual operating expenses from the annual gross total income.
- 1. Gross total income is determined by adding the following:
 - (a) Rental income is the total annual income received from all the spaces in the park for space rent and passthrough items.
 - (b) Storage and parking income is additional income received for storage and parking services provided to the residents of the park.
 - (c) Adjusted income for below market space rent is an amount representing the difference between the space rent collected and what the owner could have collected if the spaces had been rented at their full market value. Examples of payment of a below market space rent may be for spaces occupied by the owner or the owner's family, or the space occupied by a resident manager, or any space

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where the space rent increases permitted by local law could have been made, but have not been made because of the owner's rental policies or purposes.

- (d) Miscellaneous income is determined by adding all revenues received from such sources as commissions paid to the owner from the sale of mobilehomes in the park, telephones, laundry and vending machines, signs on the property of the park, special charges for the use of amenities, special rentals for occasional use of recreation rooms or other common areas, any interest derived from residents' money held as security deposits, tax refunds related to the operation of the park, imputed income from abandoned or foreclosed mobilehomes, and any other income derived from the ownership or operations of the park.

2. Annual operating expenses are determined by adding the following:

- (a) Management and administrative expenses which include: wages and salaries of administrative personnel and employees, including agency fees for administrative services and the use value of any space or dwelling unit offered in compensation for such services, advertising of space rentals, accountant's fees related to the operation of the park, fees and dues in professional property management organizations (except that if the owner owns more than one park such expenses must be apportioned among the parks owned), telephone and building office expense used for rental operations and office supplies. Excluded expenses are any advertising for the sale of the park, in whole or part, and accountant or auditing fees for the conversion, purchase or sale of park property.
- (b) Adjustment for owner-performed services is an adjustment for the cost of owner-performed management, administrative and maintenance services which shall be allowed where the owner performs management or administrative functions or self-labor in operating and/or maintaining the park. In addition to management and administrative expenses where the owner performs such services, the owner may calculate an expense figure representing the value of such unpaid management and administrative services.

- (c) Employee benefits are expenditures paid by the owner for employee health or life insurance plans, payroll-based taxes, union dues, retirement plans, and other benefits provided to the employee at the owner's expense.
- (d) Contractual services are expenditures for services performed by nonemployees on a contractual basis, not included as part of repairs and maintenance or administration expense.
- (e) Vehicle expenses are expenditures related to the operation, repair and maintenance of vehicles used in the operation of the park.
- (f) To the extent that gross revenue is shown under revenue subparagraph (B)(1)(d) above, gross expenses for all owner-paid electricity, gas, water, sewer and trash expenses may also be included.
- (g) Repairs and maintenance are noncapital expenditures, including but not limited to painting, plumbing, electrical, masonry, carpentry, roofing, sidewalk and roadway repairs and maintenance. This also includes gardening, groundskeeping and costs of maintaining recreational amenities. Such costs include payroll, contractual services, materials and supplies, and minor noncapitalized equipment replacement. Costs of service contracts shall be prorated over the period covered. Painting and paving costs are to be prorated over the years of actual service cycle.
- (h) Allowable expenses which constitute capital expenditures must be amortized over the useful life in accord with the Schedule of Amortization of Capital Expenditures for Mobilehome Parks set forth in this Resolution. Allowable yearly expense for such items shall equal the costs divided by the scheduled allowable useful life. For purposes of this subparagraph, the Hearing Officer shall have the authority to set an amount below which capitalization is not required and may change that amount from time to time.
- (i) Security expenses are the wages of any security personnel, contracted security services, door guards and operating cost of security equipment.

- (j) Property taxes are local and state taxes paid on park property, limited to taxes actually paid. Property tax increases resulting from reassessment upon sale or transfer of park ownership are not included in this item.
- (k) Other expenses for taxes, fees and permits are applicable personal property taxes, franchise and business taxes, sign permit fees, government assessments, government required expenditures for onsite and offsite improvements, services and facilities, which are attributable to spaces existing in a mobilehome park as of January 1, 1991, but such expenses do not include federal and state income taxes which are part of salaries and wages of employees.
- (l) Insurance expenses are for liability and property insurance necessary for the operation of the park. Multi-year premiums must be prorated over the life of the policy. Insurance expenses for mortgage insurance and employee and executive benefit plans except as provided for in employee benefits, are not included in this item.
- (m) Legal expenses are those necessary for the day-to-day operation of the park including the costs of unlawful detainer proceedings. Attorneys' fees and costs incurred in criminal proceedings, or in connection with civil actions involving the Mobilehome Park Rent Stabilization Ordinance, the City of Oxnard or the Mobilehome Park Rent Review Board are not allowable as an operating expense.
- (n) Land lease expenses are allowable which include only the involuntary increase in land lease expenses for the land on which the park is located as compared to land lease expenses in the base year. Such expenses are allowable only if the park was subject to a land lease in the base year. An increase in land lease expenses subsequent to the base year, which is not scheduled as part of the terms of the lease during the base year, may not be an allowable expense at the discretion of the Hearing Officer. An increase in land lease expenses based on a percentage of gross rents for the term of the lease shall not be allowable as an operating expense.
- (o) Any involuntary increase in mortgage interest expense due to variable interest rates, as compared to the mortgage interest expense in the base year. Such expenses shall be allowed only

where the park was financed with a variable rate mortgage before or during the base year. An increase in variable interest rate may not be an allowable expense at the discretion of the Hearing Officer.

- (p) Other expenses are any other expenses not classifiable elsewhere in this Resolution. Such expenses must be explained and documented by the owner.

3. Operating expenses shall not include:

- (a) Unreasonable or unnecessary increases in expenses since the base year.
- (b) Debt service mortgage principal and interest except as provided in subparagraph (B)(2)(o) above.
- (c) Any penalties, fees or interest assessed or awarded for violation of this or any other law.
- (d) Legal fees, except as provided in subparagraph (B)(2)(m) above.
- (e) Any expense for which the owner has been reimbursed by any security deposit, insurance settlement, judgment for damages, settlement or any other methods.
- (f) Charges billed to residents as passthrough items, such as water, sewer, refuse, gas, electric, and TV cable service unless the residents are billed for the portion they actually consume and the owner is paying a City-approved pro-rata share for services consumed in the park's common area facilities. To the extent that gross revenue is shown under revenue, subparagraph (B)(1)(a) above, gross expenses would also be declared per subparagraph (B)(2)(f) above.
- (g) Increase in mortgage interest expense is a debt service cost and is not included as an operating expense, or any expense increase caused by refinancing, reorganization or transfer of park ownership.

4. The following are standards for Hearing Officer review:

Exhibit No. 2

- (a) Operating expenses must be necessary and reasonable. in cases where the Hearing Officer determines otherwise, the Hearing Officer shall disallow the expense or adjust the expense to reflect the customary industry range for that year. The Hearing Officer shall indicate the reason for such disallowment or adjustment in the decision.
- (b) The Hearing Officer may require the owner to provide written documents and information to aid the Hearing Officer in determining the necessity and reasonableness of the operating expense and/or customary industry range of the operating expense in question for the time period in question. Information from the owner pertaining to the reasonableness of and/or the customary industry range of the operating expense in question shall not be controlling or exclusive.
- (c) Vacancies in both the base year, and the year for which the application is made, are not calculated. In cases where the Hearing Officer finds unusual vacancy patterns, the Hearing Officer shall have the discretion to adjust the gross total income as, for example, where vacancies have been the result of an owner's general administrative and business practices, such as withholding spaces from the market, or due to the owner's practices or activities which have reduced income or made the park unattractive for rental purposes.

VI. Exceptional Rent Situations. The Hearing Officer shall review the amount of rent in the following manner for two exceptional situations.

A. Insurance

- 1. Upon an application by an owner who previously separately stated a charge for insurance or upon the request of a resident, the Hearing Officer shall adjust rent using the following formula: One-half of the difference between the latest separately stated charge for insurance less the per space insurance charge at the time insurance was first separately stated adjusted by the CPI formula adjustment rent increases granted by the Hearing Officer shall be subtracted from the current rent plus the latest separately stated charge for insurance. The remainder shall be the new rent.

2. Thereafter, the charge for insurance shall not be separately stated and this new rent will be adjusted in accordance with the procedures set forth in this resolution.
3. The following example illustrates the application of this approach: For the purposes of this example, assume that (a) the current rent less the separately stated charge for insurance is \$200.00, (b) the latest separately stated charge for insurance is \$10.00, (c) the insurance charge when first separately stated was \$4.00, (d) the CPI since the insurance charge was first separately stated has risen 20%, and (e) a 75% factor was used when adjustments were made for CPI adjustments. The new rent would be calculated as follows

Latest Insurance Minus Original Insurance As Adjusted

$$\$10.00 - [\$4.00 + (\$4.00 \times .20 \times .75)] = \$5.40$$

New Rent

$$\$200.00 + \$10.00 - (\$5.40 \times .50) = \$207.30$$

- B. Rent for Ocean-Aire Mobilehome Estates. The City has previously authorized a separately itemized component of rent for the spaces in Ocean-Aire Mobilehome Estates of \$7.35 per month from June 1, 1986, till May 31, 2005. Regardless of how previously segregated, the City Council hereby declares its intent that such item is and was part of the rent. If there should be any question whether such separately billed item was a part of rent, then the City Council now declares the item nunc pro tunc to be part of the rent. As of May 31, 2005, the then existing rent, as adjusted in accordance with the procedures set forth in this resolution, for every space subject to rent stabilization located in Ocean-Aire Mobilehome Estates shall be reduced by the sum of \$7.35 plus the quotient of \$7.35 multiplied by the percentage increase in rent from August 1, 1991, till May 31, 2005. Thereafter, the rent shall be adjusted in accordance with the procedures set forth in this resolution.

VII. Confirmation of Eligibility for Discretionary Rent Increase

- A. Confirmation Method. The owner shall confirm the need for the discretionary rent increase by the method described below.
1. The base year for the purpose of this paragraph shall be January 1, 1982, to December 31, 1982. In the event that the owner did not own the park

during the base year, the gross income and operating expenses for the base year may be determined by using the previous owner's gross income and operating expenses; or when unavailable, the Hearing Officer may determine what manner of determination is most reliable in the particular case.

2. Determine the base year net operating income by subtracting the annual operating expenses from the annual gross total income for the base year.
3. Add to the net operating income for the base year, the price level adjustment to determine the adjusted base year net operating income. The price level adjustment shall be calculated as one hundred percent of the increase of the CPI over the December CPI of the base year. This calculation shall be as follows:
 - (a) The CPI Index Number for December 1982 is 285.3 (1967 · 100).
 - (b) Determine the CPI index number for the most recently reported month at the time the application is filed.
 - (c) Divide the index number determined in (b) by 285.3 and subtract 1.0.
 - (d) Multiply the result obtained in (c) by one hundred percent.
 - (e) Multiply the base net operating income by the percentage in (d) to obtain the price level adjustment.

B. Owner's Entitlement. The owner is entitled to a discretionary rent increase if the current net operating income is exceeded by the adjusted base year net operating income. The allowable increase in the space rent shall be based on the difference between the current and adjusted base year net operating income. This difference divided by twelve shall then be divided by the current monthly gross space rent income for the park and that figure shall establish the allowable percentage increase in space rent.

C. Hearing Officer's Authority. The Hearing Officer shall have discretion to approve, reject or modify the Application based upon consideration of all the evidence presented to the Hearing Officer.

VIII. General Passthrough Items. The following procedures shall govern the establishment or termination of passthrough items.

A. Application

1. An owner may submit to the Director a passthrough application. Such application shall be submitted at least sixty days prior to the effective date of the passthrough item.
2. Upon receipt, the Director shall review the application. The application shall be considered satisfactory if the owner provides all information and documentation requested by the Director. Such documentation shall consist of original statements of charges for the passthrough item to be passed through, representing the entire calculation period.
3. If an application is satisfactory, the Hearing Officer shall conduct a hearing on the application no sooner than thirty days and no later than sixty days after the Director has determined that the application is satisfactory.
4. If an application is not satisfactory, the Director shall notify the owner in writing, within fifteen days of receipt of the application, of the deficiencies in the application and the steps necessary to correct those deficiencies.
5. When a passthrough item application is filed after the sixteenth of a month, the calculation period may include current month expenses within the twelve-month total.

B. Notice

1. Within fifteen days of the Director's receipt of an application for a passthrough item, the Director shall mail a notice to the resident of each space in the park listed on the roster provided in the application.
2. The notice shall identify the type of passthrough application submitted, the date, time and place of the Hearing Officer hearing at which the application will be considered and inform the residents of their right to protest the application. The owner shall be provided three copies of the notice mailed to residents. The owner shall post two copies of the notice in conspicuous locations in the park where they may be viewed by all interested residents at least five days prior to the date of the Hearing Officer's hearing.

- C. Protest. Residents shall have fifteen days from the date that the notice of a hearing is mailed to file a protest with the Director. Within ten days of the filing of a protest, the Director shall notify the owner in writing of the protest.
- D. Utility Passthroughs
1. In the event an owner does not separately charge for utilities, then initiates a segregated charge to the residents, such a charge shall be reviewed by the Director for accuracy in calculation and thereafter approved by the Hearing Officer. The owner shall deduct the approved amount from the rent.
 2. Upon review of an owner's application to segregate any passthrough utility charges, the Hearing Officer shall determine the space designations to be added to the number of spaces for park-provided services and amenities normally covered by rent (pools, clubhouse, laundry rooms, car wash racks) in determining the passthrough amount and the future proration of the utility charges.
 3. The application shall contain information including the total expense of the passthrough item (based on the published rates of the public utility or government entity furnishing the service) for the twelve months preceding the filing of the application. These costs are to be averaged on a per space, per month basis, by dividing the total cost of the passthrough item by the total number of spaces in the park plus any additional space designations as appropriate.
 4. An owner shall permit as a passthrough items adjustment or shall cutoff segregated utilities, not assigned a fixed amount per space, upon receipt of a five-day written notice that all residents will be absent from the space for a period of thirty days or more.
 5. In any park which has a segregated charge for a utility, the owner shall post, at a convenient and conspicuous location, the charges of that utility for each billing period with full explanation of the method and schedule used in allocating the passthrough of charges to each space.

E. Existing Separately Charged Items

1. On and after December 1, 1990, an owner may apply to the Hearing Officer for approval to terminate separate itemization on rent statements of previously authorized capital improvement passthrough items.
2. In the application, the owner may apply for a modification in rent equal to the amount of the capital improvement passthrough item. This rent modification shall not be a part of or in lieu of any other rent adjustment otherwise available to the owner under this chapter.
3. On the termination date of the previously authorized capital improvement passthrough item, the rent shall be reduced by an amount equal to the rent modification the first month following such termination date.

IX. Schedule of Amortization of Capital Expenditures for Mobilehome Parks. The following amortization schedule shall be used by the Hearing Officer unless the owner can present clear and convincing evidence to the contrary.

Item	Asset Life in Years
Air conditioning units	17
Air ducts	
Galvanized steel	20
Aluminum	25
Plastic	30
Air duct insulation	10
Appliances	5
Dishwasher	2
Garbage disposal	5
Refrigerator	5
Stove	5
Water heater	5
Boilers	15
Fans and ancillary items	
Fans and motors	12
Electric controls	10
Pneumatic controls	12
Heating and cooling coils	12

Exhibit No. 2

Item	Asset Life in Years
Humidifiers and air washers	10
Land improvements, such as sidewalks, roads, canals, waterways, drainage facilities, sewers, bridges, fences, landscaping, shrubbery	20
Laundry equipment	10
Lights	10
Painting	
Exterior	5
Interior	5
Paving	
Reslurry	4
Resurfacing	8
Pipe	
Galvanized	12
Copper	25
Pipe valves and special items	12
Plastering	10
Plumbing	
Fixtures	10
Pipes	10
Pumps	
Pool	5
Sump	10
Recreation Equipment	10
Refrigeration machines	
Reciprocating	15
Rotary	20
Roofing	15

Exhibit No. 2

Item	Asset Life in Years
Sauna	25
Security entry telephone intercom	10
Stokers and burners	12
Stucco	15
Swimming pools	25
Tennis courts	25
Therapy pools	25
Water cooling towers	15
Water evaporative condensers	20
Windows	
Awnings	5
Drapes	5
Screens	5
Shades	5

- X. Maintenance of Services. The following procedures govern the maintenance of services in parks.
- A. Notice of Provided Services. The owner shall file timely a Notice of Services Provided with the Director which shall list all the services that the owner provides to the residents as of October 1, 1991.
- B. Mailing. Within fifteen days of the receipt of the first such notice, the Director shall mail a copy of the notice to each space in the park.
- C. Posting. The owner shall post a copy of such Notice in a minimum of two conspicuous locations in the park where the notice may be viewed by all interested residents. The owner shall file with the Director at the same time that the notice is delivered, a proof of posting which shall include the name of the person doing the posting, the date of posting, and the locations of the posting.

D. Hearing Officer. Within thirty (30) days after the posting of the Notice by the owner, the Hearing Officer shall schedule a hearing to determine the level of services being provided to the residents.

E. Reductions or Deletions of Services Listed

1. After the Hearing Officer's determination of service level, except for the impacts of water rationing imposed by a governmental agency, notice of any reductions or deletions of services listed shall be provided by the owner, in writing, to the Director within sixty days of the reduction or deletion. Within fifteen days of the receipt of the Notice to Reduce or Delete Services, the Director shall mail a copy of the notice to each space in the park.
2. The owner shall post two copies of such notice in conspicuous locations in the park where the notice may be viewed by all interested residents.
3. The owner shall also file with the Director, at the same time that the Notice is delivered, a proof of posting which shall include the name of the person doing the posting, the date of posting, and the locations of the posting.
4. The owner is not required to give notice of a reduction or deletion of a service level if the reduction or deletion of such service is directly caused by water rationing imposed by a governmental agency. In considering adjustments to rent levels, the Hearing Officer shall disregard such a reduction or deletion of a service level if the reduction or deletion is due to water rationing imposed by a governmental agency. However, such service level shall be restored to the extent the water rationing is amended or deleted.

F. Additional Services in Rental Agreement. Pursuant to State law, the cost for additional services actually provided which are not listed in a rental agreement shall not be charged to the residents for sixty days from the date that the owner gave notice of the additional service to the residents.

XI. Severability. If any provision or clause of this resolution or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by a final judgment of any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications, and to this end, the provisions and clauses of this resolution are declared to be severable.

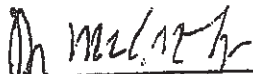
XII. Effective Date. This Resolution shall be effective on December 10, 1998.

ADOPTED this 17th day of November, 1998, by the following vote:

AYES: Councilmembers Lopez, Maulhardt, Pinkard, Zaragoza, Holden.

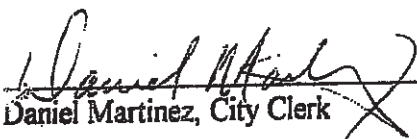
NOES: None.

ABSENT: None.



Dr. Manuel Lopez, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

Subject: Re: 03.25.25 Item D1 and D2. Comm Services, Public Safety, Housing & Dev. Committee
From: Maria Navarro <[REDACTED]>
To: City Clerk <cityclerk@oxnard.org>
Cc: Kristian Nunez <[REDACTED]> Olivia Lopez <[REDACTED]>
Date Sent: Monday, March 24, 2025 4:08:58 PM GMT-07:00
Date Received: Monday, March 24, 2025 4:09:49 PM GMT-07:00
Attachments: CAUSE_Housing Committee_03.25.25.pdf

Hi Luly,

Please find CAUSE's public comment letter attached.

Best,
Maria Navarro

--



Maria Navarro

Oxnard Policy Advocate

4225 Saviers Rd Unit 2, Oxnard 93033

c: ([REDACTED])

w: <http://www.causenow.org> e: [REDACTED]

pronouns: she/ her/ella





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Maria Navarro

VC Snr. Policy Advocate

Policy Advocates

Michelle Ambriz

Nidia Bello

Kristian Nunez

Aurora Rugerio

RE: Item D.2 Tenant Anti-Harassment Ordinance

Background

Since 2022, CAUSE has organized tenants in the City of Oxnard protected under the Just Cause Eviction and Tenant Protections Ordinance and/or the Rent Stabilization Ordinance. On the January 7th, 2025 City Council meeting, tenants gave testimony surrounding the issue of harassment and retaliation from landlords after asserting their rights under applicable local and state law. They reported that harassment is common after the tenants:

- Submit complaints of unlawful rent increases to the City.
- Submit complaints of unlawful evictions to the City, resulting in a fine.
- Address habitability concerns involving Code Compliance.

Through every step of the way- from walking into the CAUSE office, talking to their neighbors, submitting complaints, and speaking at City Council - the tenants continuously fight against the fear of retaliation, isolation and intimidation from the landlord or the landlord's agents. These fears are not unfounded, as tenants report the following:

- Physical intimidation, following the submission of a complaint of an above-cap rent increase, in violation of Oxnard's Rent Stabilization Ordinance.
- Phone calls inquiring about a tenant's immigration status following a Code Compliance inspection.
- Exuberant rent increases, made in bad faith in an attempt to evict a tenant, after the property owner unlawfully attempts to evict a tenant in violation of Oxnard's Just Cause Eviction and Tenant Protection Ordinance.
- Eviction of tenants or the cutting of essential housing services following the submission of a complaint of an above-cap rent increase, in violation of Oxnard's Rent Stabilization Ordinance.

To curb these retaliatory actions, other municipalities have passed anti-harassment and anti-retaliation ordinances outlawing retaliatory practices.

Proposed ordinance adequately meets the needs of tenants

The City's proposed ordinance adequately addresses the issue of harassment, and provides for appropriate remedies and damages. To further strengthen the ordinance CAUSE petitions the City to consider the following three modifications:

1. Delete last phrase of 27-42 (A)(10):

Threatening to terminate a tenancy, recover possession of a rental unit, or evict a tenant from a rental unit without a proper factual and legal basis. This subsection shall not apply to a threat that is made in connection with litigation that is actually pending ~~or in good faith contemplated when the threat is made.~~

- Reasoning: “Good faith contemplation” is a concept internal to the owner, it is difficult to prove or disprove the owner’s intent to terminate a tenancy, recover possession of a rental unit or evict a tenant. In the worst case scenario, an owner may *knowingly* threaten a tenant with an eviction *without proper factual legal basis*. The tenant may rely on this threat and voluntarily surrender possession of the unit. Subsequently, the same owner may claim that this threat was made in “good faith” while they were “contemplating” recovering possession of the unit. By removing this phrase, the section allows for a more complete protection for the tenants and encourages owners to seek legal advice before threatening tenants with an eviction.

2. Include a clause on unlawful or excessive rent increases, as provided in Santa Monica’s anti harassment ordinance [Santa Monica’s Municipal Code § 4.56.020(m)]. copied below:

(m) Impose or attempt to impose an unlawful or excessive rent increase. An unlawful rent increase is a rent increase in excess of the maximum allowable increase or to an amount in excess of the maximum allowable rent permitted by the lease agreement or by a deed, other recorded document, agreement with a government agency, regulatory agreement, settlement agreement, or contract, or in excess of the maximum allowable increase or to an amount in excess of the maximum allowable rent permitted by law, including, but not limited to, Article XVIII of the Santa Monica City Charter (the Rent Control Charter Amendment), California Civil Code Section 1947.12 (the Tenant Protection Act), Penal Code Section 396 (the State Price Gouging Law), or Section 4.32.160 et seq. of this Code (the City Price Gouging Law). An excessive rent increase is a

rent increase to an amount that is substantially in excess of market rates for comparable units. Evidence that an excessive rent increase was in bad faith includes, but is not limited to, imposition or attempted imposition of the excessive rent increase:

(1)

Within six months of an unsuccessful attempt to evict a tenant for a "just cause,"

(2)

Within six months of the tenant's complaints to the landlord or its agents, a government agency, or law enforcement regarding habitability, safety concerns, tenant harassment, discrimination, or neighbor to neighbor harassment,

(3)

When price gouging protections, including Penal Code Section 396 or Section 4.32.160 et seq. of this Code prohibit rent increases in excess of a particular amount during a state of emergency;

- Reasoning: A number of tenants covered by Oxnard's Just Cause Ordinance **are not covered** by Oxnard's Rent Stabilization Ordinance (single family homes rentals, for example). Recently, there have been a number of cases in which the property owner attempts to evict a tenant, but has no just cause justification for doing so. To get around the ordinance, the landlord immediately resorts to raising rents by thousands of dollars. These uncontrolled rent increases disproportionately impact elderly tenants who have rented a single family home for more than 10 or 20 years, and who have below market rents.

3. Include a clause on buyout offers ("cash for keys"), as provided in Santa Barbara's Just Cause Protections Ordinance [Santa Barbara's Municipal Code § 26.60.010(A)(7)], copied below:

Offering payments or other inducements to a tenant to vacate more than once in any six months, after the tenant has notified the owner in writing that the Tenant does not desire to receive further offers of payments or other inducements to vacate.

- Reasoning: When there is a change of ownership in a rental property, the new owner may approach existing tenants with buyout offers. Sometimes, the new owner pushes the tenants into believing that an eviction is ultimately unavoidable, and that it is in the tenant's best interest to accept the cash for keys. Although the drafted ordinance addresses the potential harassment a tenant may face as a result of this practice, adding a provision like the one above would grant a tenant agency to address the issue.

Thank you for your consideration of these changes. If you have any questions, or would like to hear real-case examples, please feel free to reach out to us via email or phone.

RE: Item D.1(2) on Administrative Regulations

CAUSE is appreciative of the City's efforts to establish regulations to effectively implement the Rent Stabilization and the Just Cause Eviction Protection Ordinances. However, we petition that the City of Oxnard postpone the approval of the administrative regulations and ask for these to return to the Community Services, Public Safety, Housing and Development Committee at a later time. Exhibit B, a regulation aimed at establishing a formula and decision-making process for a Fair Return Petition, is especially premature and poses more questions than answers.

Exhibit B- Questions Surrounding Definition of Reasonable Rate of Return

Under 1.02.03, a Fair Rate of Return is defined as:

- *“an increase in the owner's net operating income as of the current year equal to 100 percent of the percentage increase in the Consumer Price Index for All Urban Consumers in the Los Angeles-Long Beach-Anaheim area over the **owner's net operating income** for the base year. (For example, if the Consumer Price Index has increased by ten percent since the base year, the owner receives a fair and reasonable return if the owner's net operating income for the current year has also increased by at least ten percent above the base year level).”*

Whereas, under 1.04.03 the Standard for the Decision sets a different definition for a Fair Rate of Return:

- *“The Hearing Officer shall grant a Fair Return Petition only if the petitioning owner demonstrates that their current year net operating*

income does not equal at least the base year net operating expense plus 100% of the change in the Consumer Price Index since the end of the base year.”

Both of the definitions tie CPI to different things. The first asks the property owner to **compare** their **current year net operating income** to the change in CPI from the base year. However, the second asks the Hearing Officer to make a determination based on the owner’s **current year expenses plus** the change of CPI from the base year. These are two different formulas, both of which make little sense when written out. If the City would like to objectively set a formula for a Fair Rate of Return, then-at the very least- the regulation should include a consistent mathematical formula.

Other questions regarding the definition of a Fair Rate of Return:

- Where was this definition adopted from?
- What is the Base Year for new apartment owners who did not have a Net Operating Income in 2021-2022?
- If there is no turnover and vacancies in a building, and if rents have not increased year per year, is a landlord automatically allowed a rent increase above the rent cap if the change in CPI is above 4%?
- (1.05) Was the Amortization list compiled from other cities? How did the city determine the amortization period for the capital improvements?

Exhibit B 1.03 and 1.04- Questions Regarding the Review and Decision-Making Process

Several strict timelines are set within this regulation, the timeline of which is roughly:

- Owner sends Fair Return Petition to the City
 - The City promptly accepts or rejects the petition based on its completeness.
- If the City accepts the petition, then the City must mail impacted tenants a notice stating that they have received a Fair Return Petition, and provide them a timeline for response.
- The City **must, within 7 days of accepting a petition**, determine whether any expert is needed to be part of the determination AND inform the landlord of such anticipated costs *plus* costs for reviewing, analyzing and deciding the petition. If the City is **unable** to determine such costs, or inform the landlord of such costs, “then such costs shall be deemed **unnecessary.**”
 - Using this timeline, if an Owner’s petition is accepted on a Thursday (assuming the staff have Friday off), then the Housing Department staff must *process the petition, make a determination of the need of an expert, quote the experts* in question, and

*inform the Owner of these costs in **four business days**.* This is simply an unreasonable timeline.

- Additionally, tenants are allowed 30 days to review the Fair Return Petition and return any relevant evidence or additional documentation to the City.
 - How can the City determine whether an expert is needed in a Fair Return Petition if they have not received any contradictory information/documentation from the Tenants? The seven day timeline would essentially strip from the tenants the right to have an expert in the hearing.
- If an Expert is deemed necessary, then the Hearing Officer **must** contact them no later than 10 days *after* the owner pays the necessary fees (or 18 days after the petition is accepted by the city, if the owner pays within one day). This means that the Hearing Officer may likely contact the expert *before* receiving any documentation from the tenants. Furthermore, the expert would then have 14 days to provide their written opinion, without having read any documentation from the tenants.
- Both parties will have 14 days to respond to the expert's opinions.
- The Hearing Officer will then make their decisions based on the *written record only*-including the submissions of both parties, the expert(s)' opinion and any relevant City Records.

Questions regarding the Review and Decision Making Process:

- If the Hearing Officer is making a decision based solely on the written record, how will the City ensure that illiterate or non-English literate tenants have a chance to plead their case? Will there be no opportunity for a spoken hearing?
- How will the City respond if a tenant submits documentation which contradicts the fair return petition and requires that an expert be contracted?

Regulation 1.07. Limitation on Rent Increases

1.07.02- CAUSE petitions the City to change the language as follows:

- *No monthly rent increase of more than the ~~greater~~ lower of ~~12%~~ 6%, twice the Employment Cost Index (ECI), or \$100 shall be authorized for any unit occupied by a low- or moderate-income household if such an increase would result in severe economic hardship.*

Reasoning: The Census reports the median household gross rent to be \$1,962. A \$100 rent increase, then, would be approximately 5% of the median household rent. According to the Bureau of Labor Statistics, the national ECI increased by 3.8%, twice the ECI would equal 7.6%. It would be reasonable, then, to use 6%- which is more comparable to 5% and 7.6% than 12%.

CAUSE urges the City to refine Exhibit B's definitions, ensure consistency in Fair Rate of Return calculations, and adopt a more realistic review process. Delaying approval of the administrative regulations will allow for necessary revisions and prevent confusion in enforcement.

Thank you for your time and consideration.

Sincerely,
Maria Navarro

A black rectangular redaction box covering the signature of Maria Navarro.

Honorable Luis McArthur, Chair

March 25, 2025

Honorable Councilwoman Michaela Perez

Honorable Councilmember Bert Perello

Community Services Public Safety, and Housing and Community
Development Committee

RE: Meeting of March 25, 2025; Written Comment for Item D-1

Honorable Chair McArthur and Committee Members:

My name is Karl Lawson, a retired City of Oxnard Housing Department employee. *I am writing to commend you for taking an important step regarding the adoption of Regulations for the implementation of the Rent Stabilization Ordinance, and to offer one suggestion.*

I served the citizens of Oxnard or over three decades in Housing Department. My responsibilities included developing and administering the City's mobile rent stabilization system, and the initial implementation of the 2022 rent stabilization and just cause ordinances prior to retiring in December of 2022. I also served as a City Hearing Officer, conducting hearings and issuing over one hundred decisions, and have also served as a private mediator and arbitrator.

Based on my experience as a Hearing Officer, I know that adopting clear and workable regulations is of great value to not only the parties, but also to the Hearing Officer. I thus commend the staff of the Housing Department and the City Attorney for initiating this process by drafting proposed administrative regulations, and trust that this Committee and the staff will continue that work so that regulations acceptable to all stakeholders are adopted.

I have carefully reviewed the proposed regulations set forth in Exhibit B, and wish to express my concern about the one aspect of the proposed regulations. My concern relates to the timelines set forth in various sections. *While it is essential that regulations include timelines and dates by which certain actions must be taken, in order to ensure clarity and due process for all involved, the City must ensure that timelines are reasonable and workable, and do not end up being a straitjacket which cannot be complied with despite the best efforts of staff and the Hearing Officer.*

Specifically, I believe that proposed Regulations 1.03(2)-(4) and 1.04(2)2(c) impose impractical timelines that can simply not be met. The first provides only seven days for a comprehensive review a landlord's application for a Fair Return rent increase, which requires an analysis of all supporting financial documentation submitted therewith. The second requires the City to engage an independent financial expert within ten days, to produce an expert opinion on that

supporting financial documentation, and to write a report which must be received by the Hearing Officer within fourteen days.

These timelines are simply too short to be practical. Landlords and tenants deserve more than a cursory review and analysis of their Fair Return application, and seven days is simply not enough time to perform an adequate review. If by some chance the Hearing Officer is off or otherwise occupied during the week when an application is filed, then the City will find itself in a terrible fix. Similarly, the proposed regulations give a financial expert only fourteen days to review data which may be quite complex, and to produce a report and analysis thereof.

Fourteen days may work just fine at certain times of the year, but would likely prove unworkable or impossible during tax time, or during a month that falls during budget development season. Simply complying with the City's required procurement processes to engage such an expert can consume weeks, even when fast-tracked.

There are hundreds of landlords in Oxnard. Imagine if even two or three applications were to be submitted in the same month, it would be become impossible for the City staff, Hearing Officer, and independent financial expert to do anything other than a cursory job.

From a practical point of view, I conclude that these seven-day and fourteen-day timelines as proposed are simply unworkable. I thus recommend increasing timelines to increase the likelihood that quality work products can be produced in a way that serves all parties involved, including the City. In a quasi-judicial process such as this, due process guarantees demand nothing less.

I thank you for taking the time to read and consider my comments, and I wish you the best success in developing administrative regulations that are supportable and workable.

Sincerely,



Karl Lawson

Retired Oxnard Compliance Services Manager (1989-2022)

cc: Alex Nguyen, City Manager
Lourdes Lopez, City Clerk
Steve Fischer, City Attorney
Ashley Golden, Assistant City Manager
Eric Sonstegaard, Assistant City Manager
Brenda Lopez, Director, Oxnard Housing Department

To contact: E-mail: _____
Mailing address: _____

JUST CAUSE EVICTIONS AND TENANT PROTECTIONS (JUST CAUSE) CODE AMENDMENTS AND RESOLUTION ESTABLISHING ADMINISTRATIVE REGULATIONS TO IMPLEMENT THE RENT STABILIZATION AND JUST CAUSE ORDINANCES

Brenda Lopez, Interim Director
Housing Department

City Council
April 29, 2025

- 1) On April 13, 2022, City Council adopted the Just Cause Evictions and Other Tenant Protections (Just Cause) Ordinances which became effective June 2, 2022. Ordinance amendments were passed by City Council on January 25, 2024 and July 30, 2024 to provide additional tenant protections and provide clarifications on the ordinances.
- 2) On March 25, 2025 staff introduced amendments to the Just Cause Ordinance and draft administrative regulations for both the Just Cause and Rent Stabilization Ordinances to the Community Services, Public Safety, Housing & Development Committee ("Committee") input. The intent of the proposed amendments is to provide clarity, while the administrative regulations will close loopholes making it easier for tenants, landlords, and City staff to implement the ordinances.
- 3) Written comments regarding this item were received from the Law Office of Barbara Macri-Ortiz, CAUSE, and Karl Lawson. A majority of the written comments identified concerns with the Fair Return Petition regulation, as well as drafting errors in the proposed administrative regulation exhibits.
- 4) Based on the public comments and discussions during the meeting, staff recommended, and the Committee agreed, to only move forward only with the Code Amendments and Registration, Right of First Refusal, and Ellis Act administrative regulations. Staff proposed to collaborate with community stakeholders to further refine the Fair Return Petition regulations and return to Committee at a later date.

- 1) During the past 2 years, staff have observed emerging issues that hinder the effectiveness of the Just Cause Ordinance (Ord. No. 3012). In response, staff recommends strengthening the ordinance by amending Section 27-3 to address termination notices being issued for a change of a tenant and Section 27-4, which addresses when an owner intends to re-occupy a unit as allowed by the ordinance. In addition, the proposed amendments affect Section 27-10(B) and add Section 27-13, which creates consistency between the Rent Stabilization and Just Cause Ordinances related to fees associated with the implementation of the ordinances.
- 2) At the Committee meeting, drafting errors in the proposed ordinance amendments were identified which have been corrected by staff and are summarized as follows.
- 3) First page of the Ordinance was revised as follows:
 - a) Title section: **PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION**
 - b) 3rd paragraph: “City within five (5) **business** days of service.”
 - c) 5th paragraph: “City’s current ~~modify the City’s~~ Rent Stabilization”
 - d) Part 1. Subdivision (B)(1) of Section 27-3: “paragraph (3) of Section 116**51**”
 - e) Part 1. Subdivision (B)(2)(a)(1) of Section 27-3: “ so long as the additional **replacement tenant** does not”

4) Second page of the Ordinance was revised as follows:

- a) Part 2. Subdivision (A)(1) of Section 27-4: “five (5) **business** days of serving a tenant”
- b) Part 2. Subdivision (A)(2) of Section 27-4: “(5) **business** days of service of the notice”
- c) Part 2. Subdivision (A)(3)(a) of Section 27-4: “ **domestic partner, children, grandchildren, parents, or grandparents,** intends in good faith to occupy the unit as to which the tenancy is to be terminated and to reside in that unit as their principal place of residence for a minimum of 24 months, commencing within 90 days of the termination of the tenancy ~~of the termination;~~”

5) Third page of the Ordinance was revised as follows:

- a) Part 3. Section 27-10(A)(3): “ordinance provision to which it **relates**~~relations;~~ and”

- 1) Oxnard City Code Sections 27-10(A) and 27-28.1 authorizes the City Manager to adopt administrative regulations that support the implementation of the Just Cause Ordinance and Rent Stabilization Ordinance.

- 2) Staff proposes three administrative regulations: Registration, Right of First Refusal, and Ellis Act. As previously mentioned, staff will collaborate with community stakeholders to further refine the Fair Return Petition regulation and return to the Committee at a later date.

- 1) During the Committee meeting, drafting errors in the proposed administrative regulation exhibits were identified by public comment which staff have corrected. Since the Fair Return Petition regulation was removed, the original lettering of the exhibits were updated since the Committee's review.
- 2) First Page of the Registration Regulation was revised as follows:
 - a) Regulation 1: Registration, 1.01 Purpose (3): "rental properties subject to Section 27-29 and/or Section 27-13 be registered with the City"
 - b) Regulation 1: Registration, 1.02 Registration Required Section 1.02 (2)(a)(ii): "1940(c ~~G~~), in the property"
- 3) Third Page of the Ellis Act Regulation was revised as follows:
 - a) Section 1.05 (5)(e): "of the date of withdrawal and the new date of withdrawal under paragraph 1.03."

That the City Council:

1. Review and approve the first reading by title only and waive further reading of the proposed ordinance titled: "ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTIONS 27-3, 27-4 AND 27-10 AND ADDING SECTION 27-13 TO THE OXNARD CITY CODE PERTAINING TO JUST CAUSE EVICTIONS AND TENANT PROTECTION"; and
2. Review and approve the proposed resolution establishing administrative regulations to implement the provisions of the Just Cause Evictions and Other Tenant Protections Ordinance and Rent Stabilization Ordinance.



End of Presentation



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

REPORTS AGENDA ITEM NO. M.4

DATE: April 29, 2025

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

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

SUBJECT: Library Board City Code Updates. (10 minutes)

RECOMMENDATION

That the City Council approve the first reading by title only and waive further reading of the proposed Ordinance titled:

"AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO FIVE MEMBERS."

(The Community Services, Public Safety, Housing and Development committee approved 3-0 on April 8, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/SWGfGCy9QwI>

BACKGROUND

The Library Board was first established on December 26, 1906, along with the newly established Oxnard Public Library. The California Education Code (CEC) requires that a municipal public library be managed by a board of library trustees, consisting of five (5) members serving three-year terms on a staggered basis. The board of library trustees is responsible for making and enforcing rules and regulations of a library, managing staff responsibilities, quantity, and compensation, purchasing property as necessary, and administering any trust created for a library. Originally, the City's *Board of Library Trustees* was a five-member body appointed by the Chair of the Board of Trustees of the City. The financial management function of the *Board of Library Trustees* was removed and transferred to the City Council.

In 1998, in an effort to align Citizen Advisory Groups (CAGs), clarify ambiguities, and enhance overall effectiveness, the Council supported a comprehensive update to the ordinances related to CAGs. This effort resulted in the creation of the Library Board, as we know it today, being formally recognized as an advisory board to the Council. This change aligned the Library Board with its existing functions and clarified its powers and duties to match what the City Code reflects today. In 2019, in an effort to align with the district-based Council seats, all CAGs became seven-member bodies, with six members being elected by-district and one at-large. Although consistent with the spirit of the CEC regarding the establishment of a library board, the current structure of the Library Board is not entirely consistent with the CEC.

DISCUSSION

On July 9, 2024, staff brought an item to this committee requesting direction on the future of the Library Board. Staff recommended restructuring the Library Board to ensure full compliance with the California Education Code pending an opinion from the California Attorney General (AG) to determine if the Board could consist of seven members in alignment with the current City Council seats, and if so, staff would have recommended the City's seven-member City Council be established as the Library Board of Trustees, similar to the role of the Parking Authority.

On February 13, 2025, the City received a response from the AG that a Library Board of Trustees must be a five-member body consistent with the CEC (Attachment #1). As a result of the AG's opinion, staff is returning to this committee to recommend that Council adopt an ordinance revising various sections of the Oxnard City Code to be consistent with CEC.

Per CEC Section 18910-18927, a public library shall be managed by a board of library trustees, consisting of five members, to be appointed by the mayor, with the consent of the legislative body of the municipality. Trustees shall serve a term of three years, hold meetings monthly, comply with the Ralph M. Brown Act, and report to the legislative body of the municipality by August 31st each year on the state of the library. The recommended ordinance will ensure the City is in compliance with the CEC.

The Library Board of Trustees will be managed by the Library Manager. Meetings will tentatively take place on the third Wednesday of each month at 4:30 p.m. and be held in the Main Library Meeting Room A. Meetings will be open to the public in accordance with the Ralph M. Brown Act and agendas will be published in accordance with the City's Sunshine Ordinance. After City Council's approval, the City will conduct recruitment for this body and coordinate with the Mayor to bring nominations forward for appointment as required by the CEC. Nominations will be brought forward beginning with the new fiscal year, July 1, to comply with the staggering of terms per the statute.

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.

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

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

FINANCIAL IMPACT

No financial impact

Prepared by: Kathleen Ashmore, Library Manager

ATTACHMENTS

1. CEC Attorney General Opinion 24-803
2. Library Board Ordinance_redline
3. Library Board Ordinance_
4. Library Board Presentation_04.29.25

TO BE PUBLISHED IN THE OFFICIAL REPORTS

OFFICE OF THE ATTORNEY GENERAL
State of California

ROB BONTA
Attorney General

OPINION	:	
	:	
	:	No. 24-803
of	:	
	:	
	:	February 13, 2025
ROB BONTA	:	
Attorney General	:	
	:	
CATHERINE BIDART	:	
Deputy Attorney General	:	

The HONORABLE STEVE BENNETT, MEMBER OF THE STATE ASSEMBLY, has requested an opinion on a question relating to municipal library boards.

QUESTION PRESENTED AND CONCLUSION

May a general law city that has expanded its city council from five to seven members establish a seven-member municipal library board of trustees to permit all members of the city council to serve on that board, instead of a five-member board as specified in Education Code section 18910?

No. A general law city that has expanded its city council from five to seven members may not establish a seven-member municipal library board of trustees because Education Code section 18910 specifies that such a board consists of five members, and neither that statute nor any other statute or applicable authority provides an exception.

BACKGROUND

Education Code section 18910 is part of the Municipal Libraries Act, which authorizes municipal public libraries.¹ The Act “prescribe[s] a detailed scheme for the establishment and operation of such libraries.”² The authority to establish a municipal library predates the Act, which the Act acknowledges in authorizing a city to establish a library if one has not yet been established.³

Once established, a municipal library is operated by an appointed board of trustees.⁴ Among other things, a library board may buy books, journals, and other publications, employ and prescribe duties of the librarian and other employees, and administer trusts and gifts for the library.⁵ The number of trustees that may serve on a library board is the focus of our attention. Without exception, Education Code section 18910 describes the library board as “consisting of five members.”⁶

We are informed that the City of Oxnard would prefer all seven of its council members to serve simultaneously on its library board. Prior to 2018, Oxnard’s city council consisted of five members. In 2018, the City expanded its city council to seven members when it changed to district-based elections.⁷ The City states that it was required

¹ *Friends of the Library of Monterey Park v. City of Monterey Park* (1989) 211 Cal.App.3d 358, 362.

² *Id.* at p. 369.

³ *Id.* at pp. 364-365; Ed. Code, § 18900 (“The common council, board of trustees, or other legislative body of any city in the state may, and upon being requested to do so by one-fourth of the electors of the municipal corporation in the manner provided in this article, shall, by ordinance, establish in and for the municipality a public library if there is none already established therein”).

⁴ Ed. Code, § 18910.

⁵ *Id.*, §§ 18920-18922, 18926.

⁶ *Id.*, § 18910; *Friends of the Library of Monterey Park v. City of Monterey Park*, *supra*, 211 Cal.App.3d at p. 379 (reciting Education Code section 18910) & fn. 1 (describing Municipal Libraries Act provisions as “assigning management and control of such libraries to a five-member board of library trustees whose members hold office for terms of three years”).

⁷ Six members are elected by district, and a seventh elected member is the mayor. (See City of Oxnard, City Council homepage, at <https://www.oxnard.gov/city-council> (as of Feb. 12, 2025); see also City of Oxnard Ordinance No. 2934, section 2-3.5 [prescribing district-based elections commencing with November 2018 general election], available at https://codelibrary.amlegal.com/codes/oxnard/latest/oxnard_ca/0-0-0-65616#JD_2-3.5 (as of Feb. 12, 2025).)

to make such a change to resolve claims under the California Voting Rights Act.⁸ That Act prohibits the diluting or abridging of the voting rights of a protected class, and authorizes a court to impose appropriate remedies, including district-based elections for a violation of the Act.⁹ As mentioned, the City has changed to district-based elections and expanded its city council to seven members, but we were given no details regarding its resolution of the Voting Rights Act claims.¹⁰

ANALYSIS

The requestor represents the Assembly district in which Oxnard is located and seeks our opinion on whether a general law city such as Oxnard may expand its library board from five to seven members.¹¹ According to the City, some general law cities with five council members have designated their entire council as library board trustees, but no general law city with more than five council members has done so. As we explain below, a general law city's expansion of its municipal library board to more than five members would be inconsistent with Education Code section 18910. That statute specifies a municipal library board of trustees "consisting of five members" and provides no exception to that requirement.¹²

⁸ See Elec. Code, §§ 14025-14032; see also *id.*, § 10010.

⁹ The Act's key provision states that at-large (rather than district-based) elections "may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or the abridgment of the rights of voters who are members of a protected class." (Elec. Code, § 14027; see also *id.*, § 14026, subd. (d) [defining protected class].) A violation of that provision "is established if it is shown that racially polarized voting occurs in elections for members of the governing body . . . or in elections incorporating other electoral choices by the voters." (*Id.*, § 14028.) If a court finds a violation, it "shall implement appropriate remedies, including the imposition of district-based elections, that are tailored to remedy the violation." (*Id.*, § 14029.)

¹⁰ See *ante* note 7.

¹¹ Because the scope of the question extends to a general law city only, references in our opinion to a city refer to a general law city only. A general law city derives its powers from statutes enacted by the Legislature as opposed to a city charter. (See *City of Orange v. San Diego County Employees Retirement Assn.* (2002) 103 Cal.App.4th 45, 52.)

¹² We are not asked, and therefore provide no opinion on, whether other legal grounds such as the incompatible-offices doctrine could affect council members desiring to simultaneously serve as municipal library board trustees.

In construing Education Code section 18910, we employ established rules of statutory interpretation to determine the Legislature’s intent.¹³ We begin with the statute’s words because they are generally the most reliable indicator of its intended purpose.¹⁴ If the relevant words are subject to more than one reasonable interpretation, we consider extrinsic sources including the statute’s purpose, legislative history, and public policy.¹⁵

Education Code section 18910 states:

The public library shall be managed by a board of library trustees, *consisting of five members*, to be appointed by the mayor, president of the board of trustees, or other executive head of the municipality, with the consent of the legislative body of the municipality.^[16]

The relevant words are clear and unambiguous. The statute prescribes an appointed board of trustees “consisting of five members.” The statute makes no exception for a city with a council composed of more than five members. And we have found no exception in any other statute that would allow a general law city to establish a municipal library board having more than the five board members specified. For instance, nothing in the Voting Rights Act mentions expanding appointed, non-elected bodies, such as a library board.¹⁷ And the Government Code statutes that authorize city councils to consist of more than five members do not provide that other bodies (such as a municipal library board) may likewise do so.¹⁸ Those statutes are silent on library boards, and nothing in them supports the notion that a city may expand its library board beyond five members.

Under the rules of statutory construction, we may not “rewrite the law, add to it what has been omitted, omit from it what has been inserted, give it an effect beyond that gathered from the plain and direct import of the terms used, or read into it an exception,

¹³ *Prang v. Los Angeles County Assessment Appeals Bd.* (2024) 15 Cal.5th 1152, 1170.

¹⁴ *Ibid.*

¹⁵ *Ibid.*

¹⁶ Ed. Code, § 18910, italics added.

¹⁷ Cf. Elec. Code, § 14029 (if a court finds a violation, it “shall implement appropriate remedies, including the imposition of district-based elections, that are tailored to remedy the violation”); see also *id.*, §§ 14025-14032 (California Voting Rights Act).

¹⁸ For example, one statute provides that a city council of a general law city has “at least five members.” (Gov. Code, § 36501.) And another statute authorizes a maximum of nine city council members elected by or from districts. (*Id.*, § 34871.)

qualification, or modification that will nullify a clear provision”¹⁹ And “[w]here the words of the statute are clear, we may not add to or alter them to accomplish a purpose that does not appear on the face of the statute or from its legislative history.”²⁰

The language in Education Code section 18910 referring to the library board as “consisting of five members” is clear on its face, and the legislative history could add no further clarity. The statute has been in effect since 1976 with nearly identical language existing elsewhere since 1901.²¹ It is thus apparent that the Legislature’s longstanding intent has been for municipal library boards to consist of five members.

The City nonetheless suggests that the library board should be expanded to include all seven council members because the city council “is best situated to perform the essential functions of the board.” But the Legislature has not adopted that policy judgment. The Municipal Libraries Act does not require the library board to include any city council members, let alone all of them. Nor does it otherwise suggest any connection between the membership of the two bodies. What the Legislature did require is that municipal library boards “consist[] of five members.”²² If it was an oversight not to authorize city councils and library boards to have an equal number of members that exceeds five, it is up to the Legislature to address, not us.²³

While our research disclosed no court decisions on the exact issue before us, the reasoning in a 1989 Court of Appeal case further supports our conclusion that a city may not establish a library board with more than the five members specified in the Municipal Libraries Act.²⁴ In that decision, the court determined that a city council may not abolish

¹⁹ *Kleitman v. Superior Court* (1999) 74 Cal.App.4th 324, 334, quoting *Frazier v. City of Richmond* (1986) 184 Cal.App.3d 1491, 1496.

²⁰ *Ennabe v. Manosa* (2014) 58 Cal.4th 697, 719, quoting *In re Jennings* (2004) 34 Cal.4th 254, 265.

²¹ Stats. 1976, ch. 1010, § 2 (enacting Education Code section 18910); Stats. 1959, ch. 2, § 27351, p. 1461 (enacting former Education Code section 27351); Stats. 1943, ch. 71, § 22212, p. 738 (enacting former Education Code section 22212); 1938 Gen. Laws, Act 2749, §§ 1-3; Stats. 1909 ch. 481, §§ 1-3; Stats. 1901, ch. 170, p. 558, §§ 1-3.

²² Ed. Code, § 18910.

²³ See *Weber v. Superior Court of Sacramento County* (2024) 101 Cal.App.5th 342, 364 (“We express no view about whether the statutory language, thus applied, ideally balances the competing concerns or represents the soundest public policy. Such is not our responsibility or our province”).

²⁴ As noted above, the Municipal Libraries Act includes Education Code section 18910.

its library board and assume control of the library.²⁵ The court rejected a city’s claim that it could do so under statutes unrelated to the Municipal Libraries Act, including one that confers general authority on a city to own and operate utilities, services, and recreational facilities—including libraries.²⁶ The court examined the competing statutes, which were located in different codes, and concluded that the Municipal Libraries Act prevailed as the more specific statute.²⁷ The situation here is similar: The Municipal Libraries Act is the more specific statute concerning the size of library boards. Any competing statutes do not even pertain to libraries. We therefore reject the notion that a city council may establish a library board with more members than the Act authorizes so that all members of a city council, which expanded under unrelated statutes located in different codes, may serve on the board, or for any other reason.

²⁵ *Friends of the Library of Monterey Park v. City of Monterey Park*, *supra*, 211 Cal.App.3d at pp. 364, 380.

²⁶ *Id.* at pp. 369-371, 381.

²⁷ *Ibid.* This follows “the usual interpretive rule that ‘more specific provisions take precedence over more general ones.’” (*City of Los Angeles v. PricewaterhouseCoopers, LLP* (2024) 17 Cal.5th 46, 68-69, quoting *Lopez v. Sony Electronics, Inc.* (2018) 5 Cal.5th 627, 634.)

Ordinance No.

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD
CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO
FIVE MEMBERS

WHEREAS, the Oxnard City Council has established a Library Board to advise on policies and procedures of the Oxnard Public Library; and

WHEREAS, Education Code section 18910 is part of the Municipal Libraries Act (the “Act”), which authorizes municipal public libraries; and

WHEREAS, The Act “prescribe[s] a detailed scheme for the establishment and operation of such libraries”; and

WHEREAS, Education Code section 18910 describes a library board as “consisting of five members;” and

WHEREAS, prior to 2018, the Library Board consisted of five members matching the number of the Oxnard City Council membership; and

WHEREAS, in 2018, the City expanded its City Council to seven members when it transitioned to district-based elections; and

WHEREAS, thereafter, the City Council expanded its Library Board to seven members; and

WHEREAS, City staff recently sought an opinion of the Office of the Attorney General (the “Attorney General”) on whether a general law city may expand its library board from five to seven members; and

WHEREAS, the Attorney General concluded that a general law city that has expanded its city council from five to seven members may not establish a seven-member municipal library board of trustees because Education Code section 18910 specifies that such a board consists of five members; and

WHEREAS, the Oxnard City Code must be amended to comply with the Education Code.

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

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

Part 2. Code Amendment. Section 2-30 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-30. APPLICATION.

Ordinance No.

(A) —The following provisions shall apply to the following citizen advisory groups: senior services commission, commission on community relations, ~~library board~~, parks and recreation commission, homeless commission, planning commission, and cultural arts commission.

(B) Sections 2-31 through 2-35 and Sections 2-37 through 2-41 of this Division shall apply to the Library Board”

Part 3. Code Amendment. Section 2-66 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-66. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a library board composed of ~~fiveseven~~ members appointed by the mayor with approval of the City Council.

(B) —(B)—Members shall hold office for three years. In order to stagger the terms, the city council shall appoint members so that no more than two terms expire each year. One trustee’s term shall end on June 30, 2026. Two members’ terms shall end on June 30, 2027. Two members’ terms shall end on June 30, 2028. All trustees appointed thereafter shall serve a term of three years following the pattern established in this section. A member shall serve without compensation, shall reside in the city and shall be at least 18 years of age.

(C) Members are permitted to serve three consecutive terms.

(D) A term of less than one year shall not be considered a full term. Terms shall expire on June 30 of the applicable years. A member shall continue in office for the term for which the member was appointed or until the member’s successor is appointed.

(E) In the event of a vacancy, the mayor shall nominate a replacement to complete the term of the member creating the vacancy.

(F) A member shall serve without compensation, shall reside in the city and be at least 18 years old.”

Part 4. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect.

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

Part 6. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code section 36933. Ordinance No. _____ was first read on _____ 2025, finally adopted on _____, 2025 to become effective on thirty (30) days thereafter.

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Ordinance No.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD
CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO
FIVE MEMBERS

WHEREAS, the Library Board was first established on December 26, 1906, along with the newly established Oxnard Public Library; and

WHEREAS, the Oxnard City Council has established a Library Board to advise on policies and procedures of the Oxnard Public Library; and

WHEREAS, Education Code section 18910 is part of the Municipal Libraries Act (the “Act”), which authorizes municipal public libraries; and

WHEREAS, The Act “prescribe[s] a detailed scheme for the establishment and operation of such libraries”; and

WHEREAS, Education Code section 18910 describes a library board as “consisting of five members”; and

WHEREAS, prior to 2018, the Library Board consisted of five members matching the number of the Oxnard City Council membership; and

WHEREAS, in 2018, the City expanded its City Council to seven members when it transitioned to district-based elections; and

WHEREAS, thereafter, the City Council expanded its Library Board to seven members; and

WHEREAS, City staff recently sought an opinion of the Office of the Attorney General (the “Attorney General”) on whether a general law city may expand its library board from five to seven members; and

WHEREAS, the Attorney General concluded that a general law city that has expanded its city council from five to seven members may not establish a seven-member municipal library board of trustees because Education Code section 18910 specifies that such a board consists of five members; and

WHEREAS, the Oxnard City Code must be amended to comply with the Education Code.

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

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

Part 2. Code Amendment. Section 2-30 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-30. APPLICATION.

- (A) The following provisions shall apply to the following citizen advisory groups: senior services commission, commission on community relations, parks and recreation commission, homeless commission, planning commission, and cultural arts commission.
- (B) Sections 2-31 through 2-35 and Sections 2-37 through 2-41 of this Division shall apply to the Library Board”

Part 3. Code Amendment. Section 2-66 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-66. ESTABLISHED; QUALIFICATIONS.

- (A) There is hereby established a library board composed of five members appointed by the mayor with approval of the city council.
- (B) Members shall hold office for three years. In order to stagger the terms, the city council shall appoint members so that no more than two terms expire each year. One trustee’s term shall end on June 30, 2026. Two members’ terms shall end on June 30, 2027. Two members’ terms shall end on June 30, 2028. All trustees appointed thereafter shall serve a term of three years following the pattern established in this section..
- (C) Members are permitted to serve three consecutive terms.
- (D) A term of less than one year shall not be considered a full term. Terms shall expire on June 30 of the applicable years. A member shall continue in office for the term for which the member was appointed or until the member’s successor is appointed.
- (E) In the event of a vacancy, the mayor shall nominate a replacement to complete the term of the member creating the vacancy.
- (F) A member shall serve without compensation, shall reside in the city and be at least 18 years old.”

Part 4. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect.

Part 5 Pursuant to Government Code section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council’s adoption of the ordinance.

Part 6. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code section 36933. Ordinance No. _____

Ordinance No.

was first read on _____ 2025, finally adopted on _____, 2025 to become effective on thirty (30) days thereafter.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Library Board City Code Updates

City Council

April 29, 2025

Kathleen Ashmore, Library Manager



That the City Council approve the first reading by title only and waive further reading of the proposed Ordinance titled: AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING THE OXNARD CITY CODE TO REDUCE THE MEMBERSHIP OF THE OXNARD LIBRARY BOARD TO FIVE MEMBERS

- Library Board first established on December 26, 1906 with establishment of Oxnard Public Library
- California Education Code (CEC) requires that a municipal library be managed by a board of library trustees consisting of five members serving three-year terms on a staggered basis.
- In 1998, the Library Board was updated to become an advisory board to Council, and in 2019, it became a seven-member board in alignment with council districts.
- Although consistent with the spirit of the CEC, the current structure is not entirely consistent with the CEC.

- In July 2024, staff recommended restructuring the Library Board to ensure full compliance with the CEC pending an opinion from the State Attorney General (AG) to determine if the Library Board could be a seven-member body consistent with the current Council membership.
- In February 2025, the City received a response from the AG that a Library Board must remain at five members consistent with CEC.
- To ensure compliance with the CEC, staff is recommending that City Council adopt an ordinance revising various sections of the Oxnard City Code.

CEC Sections 18910-18987 define that a public library shall be managed by a Board of Trustees which must:

- Consist of five members who are appointed by the Mayor with approval from City Council;
- Serve three-year, staggered terms;
- Hold monthly meetings;
- Comply with the Brown Act; and
- Report to the legislative body of the municipality by August 31st of each year on the state of the library.

The new Library Board of Trustees will be managed by the Library Manager. Meetings will tentatively take place on the third Wednesday of the month at 4:30 p.m. and be held in the Main Library. After Council approval, the City will conduct recruitment and coordinate with the Mayor to bring nominations forward to the Council.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.5

DATE: April 29, 2025

TO: City Council

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

SUBJECT: Agreement 32500464 with Carollo Engineers, Inc. for Professional Engineering Services for the Digester Improvements Project. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute an Agreement with Carollo Engineers, Inc. for a total not to exceed value of \$2,100,000 for Professional Engineering Services for the Digestion/Cogeneration Improvement Project PW 25-70; and
2. A budget appropriation of \$1,504,000 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount for this Project (C2408).

(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/_2270K4dD0k

BACKGROUND

The Oxnard Water Resource Recovery Facility (WRRF) has three anaerobic digesters for treating wastewater solids. The resulting byproducts of the anaerobic digestion process are biosolids and digester (methane) gas. Currently, the biosolids are transported daily by a third party to a composting facility. Digester gas is used on-site to power the WRRF cogeneration facility. Digesters 1 and 2 were constructed in 1975. Digester 3 was built in 1990. Properly operating digesters are critical to meeting regulatory and operational requirements for the treatment and disposal of the digestion byproducts. A typical lifespan of the type of digesters at the WRRF ranges from 50 to 100 years for the structures, 10 to 20 years for equipment, and 30 to 50 years for underground utilities.

In 2017, the city completed the Public Works Integrated Master Plan (PWIMP). The work included the evaluation of existing facilities, equipment and processes to inform decision making and to develop a prioritized list of repair and replacement projects. All three digesters were identified for complete rehabilitation. Improvements to digester 2 are nearing completion as part of the ongoing Reliability Project construction.

The PWIMP recommended renovating digesters 1 and 3 after completion of the digester 2 rehabilitation. The work required as part of the rehabilitation of digesters 1 and 3 includes the addition of a new boiler and the replacement of the heat exchangers, gas mixing compressors, control system, sludge heating system, underground utility lines, and all related equipment.

The goals of the project are to increase the reliability of the digesters, create redundancy, reduce energy consumption, and enhance overall digestion performance.

Capital Improvement Program (CIP) Reference:

Project No. **C2408** - Digester/Cogeneration Improvement Project, Specification No. PW 25-70, CIP 2025-2029 - Adopted June 4, 2024 - Page 148.

DISCUSSION

The specific work for this project includes the following:

- Review of all existing data and previous reports
- Development of a Preliminary Design Report
- Inspection and condition assessment of digesters 1 and 3 and all related equipment and structures
- Identification and preparation of permit applications
- Development of bidding documents, including plans and specifications
- Cost estimates
- Services during bidding
- Construction phase services

A request for proposals (RFP) was published on December 19, 2024, with proposals due on January 29, 2025. The RFP was sent directly to 33 firms and published on www.PublicPurchase.com and the City's Purchasing website. The City received two proposals from Carollo Engineers, Inc. and AECOM Technical Services, Inc. The proposals were reviewed and evaluated by three staff members, consisting of the Wastewater Division Manager, and Project Managers from the Engineering and Wastewater Divisions.

Carollo Engineers, Inc. was selected as the most qualified firm to complete the work identified in the scope of work. Consistent with the City's procurement policy, the selection was based on the company profile, assigned staff, related project experience, project approach and understanding, and overall submittal responsiveness. Staff have confirmed that Carollo Engineers, Inc. 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.

Staff recommends awarding the agreement to Carollo to complete the Digester/Cogeneration Improvement Project for the WRRF. They have extensive experience in completing digester evaluation and planning studies and detailed design services. Carollo authored the *Co-Digestion Capacity in California Analysis* for the State Water Resources Board in 2019.

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 cost to complete the scope of work for this project shall not exceed \$2,100,000 over the five-year term. There is approximately \$596,000 currently available in this Project (C2408) in the Wastewater Capital Fund (612) funded from the Wastewater Operating Fund (611). Since the design phase is starting this fiscal year, staff is requesting a budget appropriation of \$1,504,000 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount for this Project (C2408) to fund this agreement.

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: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement 32500464
2. Presentation

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CAROLLO ENGINEERS, INC.**

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Carollo Engineers, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

This agreement is for the rehabilitation of digester 1 and digester 3 at the Oxnard Water Resource Recovery Facility and includes the inspection and condition assessment, design, preparation of plans and specifications, permits, project cost estimates, bidding and engineering during construction for the upgrades.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Carollo Engineers, Inc., a corporation of the State of California, located at 2795 Mitchell Drive, Walnut Creek, California 94598

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$2,100,000.00

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: [RESERVED]
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy
Exhibit G: Iran Contracting Certification

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

City Designated Representative Name: Julie Jang Title: Project Manager Phone: 805-271-2220 Email: Julie.jang@oxnard.org Address: 6001 Perkins Road, Oxnard CA 93033	Consultant Designated Representative Name: Rashi Gupta Title: Senior Vice President Phone: (714) 788-1925 Email: rgupta@carollo.com Address: 707 Wilshire Blvd, Suite 3290, Los Angeles, CA 90017
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

- B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of

those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.

- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City

to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant T and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or

in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
- (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.

City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to

be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its

officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit E” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit “F” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its

financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

30. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

31. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. ASSIGNMENT. This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

- 33. CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.
- 34. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
- 35. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 36. ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 37. NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For

every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

38. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

39. WAIVER. City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

40. FORCE MAJEURE. Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

42. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

43. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

44. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

45. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

46. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

CAROLLO ENGINEERS, INC.

☐ Luis Mc Arthur, Mayor¹ _____ Date
☐ Jennifer Yates, Purchasing Manager²

Rashi Gupta, Senior Vice President _____ Date

Kristi Powers, Corporate Secretary³ _____ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$220,000.

² The Purchasing Agent may execute any authorized agreement up to \$220,000.

³ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and CAROLLO ENGINEERS, INC.)

SCOPE OF SERVICES

Project Manager: Julie Jang, Project Manager, (805) 271-2220, Julie.jang@oxnard.org

Consultant shall provide all professional and support services necessary to manage, control, track, and report on the progress of work and expenditures under this scope of work.

TASK 1 – PROJECT MANAGEMENT

1. Project Management: Consultant shall manage all aspects of the project including scope, budget and schedule. The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget. It is assumed that the total project duration will be approximately 38 months, including an 18-month construction phase.
2. Kick-off Meeting: The Consultant shall facilitate a 1-hour kick-off meeting with City's team. The goal of the meeting is to verify the project scope of work, schedule and budget. The Consultant will be responsible for developing an agenda and meeting minutes. The kick-off meeting may be conducted either virtually or in-person.
3. Progress Meetings: The consultant is required to facilitate monthly status meetings throughout the project's duration. The consultant is responsible for preparing meeting information and agendas prior to each meeting and for providing meeting minutes within three business days of each meeting. Additionally, the consultant should keep a complete action tracking log. Twenty (20) virtual progress meetings lasting up to 1-hour are assumed.
4. Workshops: The consultant will facilitate six (6) 1-hour virtual workshops during the design phase of the project. These workshops will be coordinated with the following draft deliverables: Background Study, Condition Assessment Summary, Preliminary Design Report, 60 Percent Design, 90 Percent Design, and Final Design.
5. Project Schedule: The consultant shall create a preliminary project schedule prior to the kick-off meeting. The schedule should be reviewed and updated at each monthly meeting.

6. Project Communication: The consultant and Oxnard staff will develop a communications protocol to be discussed and finalized at the kick-off meeting.
7. Project Coordination: The consultant is responsible for coordinating all sub-consultant services, including site visits and inspections, and ensure coordination with Oxnard project staff.
8. Quality Assurance and Quality Control (QA/QC): The consultant shall implement quality management procedures throughout the project. The consultant's quality management staff will conduct a technical review of all deliverables before submission. The consultant must ensure that highly experienced and suitably qualified individuals perform technical reviews on all deliverables.
9. Monthly invoicing: The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City.

Task 1 Deliverables:

- Monthly summary cover letter and invoices (pdf format)
- Meeting and Workshop agendas (pdf format)
- Meeting and Workshop minutes (pdf format)

TASK 2 – DATA AND INFORMATION REVIEW

The consultant shall review all existing data and previous reports and studies to be used as the basis of the work under this project. A request for information shall be submitted to support data gaps. The requested information will be provided by the City within 1-week of the submitted request for information. At a minimum, the following previous studies, reports and designs will be made available:

- Public Works Integrated Master Plan (Carollo 2017)
- Anaerobic Digester System Improvement PDR (AECOM 2017)
- Digesters #1 & #3 Heating and Mixing alternatives analysis (Carollo 2023)
- Food Waste Co-digestion in the Anaerobic Digesters (Carollo 2023)
- 2021 Oxnard Reliability Project (AECOM 2021)

Use and Rely: City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by City.

Task 2 Deliverables:

- Request for Information
- Data gap memo (pdf format)
- Background Study summary (MSWord and pdf format) to be used in the PDR

TASK 3 – DIGESTER INSPECTION AND CONDITION ASSESSMENT

A condition assessment shall be completed to confirm and expand on previous assessments. The condition assessment shall estimate the remaining useful life of all structures and equipment associated with Digester No. 1 and No. 3 and be used to inform required replacements. A seismic analysis shall be performed on the digester based on as-built information and standard methodologies.

At a minimum, the condition assessment shall include the following elements:

- Concrete structures
- Metal walkways and stairs
- Mechanical Equipment
 - Mixing compressors
 - Heat exchangers
 - Above ground pumps, valves and piping
- Digester Process Piping
- Electrical conduits and devices
- Field Instruments
- Safety Systems
- All other related appurtenances

Historical information and previous studies should be used as the basis of the condition assessment.

Each digester will be isolated, locked-out-tagged-out, emptied, cleaned, and vented until the gas space within the tank is safe by the City prior to an interior inspection. The consultant shall assume that inspection of each digester will occur at different times. It is assumed that it will take approximately 2-months for the out-of-service digester to be brought back into service, achieve process stability, and to drain and clean the second digester for assessment.

The base scope includes a visual inspection of the interior and exterior of Digester No. 1 and No. 3. This inspection will also include a measure of concrete thickness protecting the reinforcing steel using surface penetrating radar at up to two locations per digester, an assessment of concrete condition by “sounding” on the lower 7-feet of each digester wall and floor, penetration measurements (using a chipping hammer) at four locations per digester, and measure of surface pH. Where appropriate, metal wall thickness at up to four locations will be determined and pit depth, where significant, will be measured. Finally, the dry film thickness of any coatings in the digesters will be measured at up to four locations.

The assessment includes some non-destructive testing. This non-destructive testing includes taking up to two concrete core samples from each digester. These core samples shall be 3-inches in diameter or less with core locations to be determined based on concrete condition observed during the assessment. Core holes will be patched with a concrete repair product, no reinforcing shall be damaged during coring, and cores will not

go through the entire wall. One core sample from each digester will be laboratory tested for compressive strength per ASTM C42 while the other core sample from each digester will be used to take ½-inch incremental chloride, carbonation, and pH tests.

Task 3 Deliverables:

- Condition Assessment Summary (MSWord and pdf format) to be used in the PDR

TASK 4 – PERMITTING

The Consultant shall identify the necessary permits and requirements for the project. All permits required for the design and construction must be detailed in the Preliminary Design Report (PDR). At a minimum, the following potential permits should be assessed and applications completed, if required.

1. Coastal Development Permit
2. Ventura County Air Pollution Control District
3. CEQA/NEPA
4. City permits

TASK 5 – PRELIMINARY DESIGN REPORT

A Preliminary Design Report (PDR) shall be developed prior to detailed design. The PDR shall include, at a minimum, inspection reports, alternatives analysis, design criteria, process descriptions, civil, structural, mechanical, electrical, instrumentation, control design, and construction cost estimates. The PDR should clearly define all systems and infrastructure that will be included in the detailed design. The consultant shall interview operations and maintenance staff to inform the recommendations.

The following information should be included:

- A new gas mixing compressor scheme should be evaluated and up to two alternatives developed. The results should identify the preferred approach.
- A preliminary construction schedule indicating the proposed sequence of work, durations, and critical milestones should also be included.
- A list of anticipated technical specifications and drawings for all aspects of the facilities construction including civil, structural, mechanical, demolition, and electrical and instrumentation.

Consultant shall assume that that the location of a new boiler and associated heat loop will be determined under Task Order 01 of Agreement No. 32500308 (On-Call Professional Services). Work under this separate task order will also include submittal of a pre-procurement package that includes technical specifications necessary for the City to prepurchase the boiler, three-way valve, hot water pump, and other associated long-lead equipment. The prepurchase package will be used by the City to procure the new boiler

system and appurtenances. The pre-procured boiler system will be incorporated into and installed under this project. Detailed design of the boiler and associated heat loop will be conducted under this contract.

Task 5 Deliverables:

- PDR shall fully document the options considered, analysis performed, references used, assumptions made, basis of design assumptions, Consultant's recommendations, and consider long-term operational requirements.
- The draft PDR should be revised until it reaches the final version. The PDR shall be submitted in editable electronic Word version, including 11 x 17 schematic drawings and preliminary cost estimates.

TASK 6 – 60% DESIGN

The Consultant shall create a design, equivalent to the 60-percent design level, incorporating the approved basis of design and recommendations presented in the PDR. Under this Task, the bulk of the preliminary design work shall be completed. The following is a proposed list of drawings and specifications that constitute the 60% design:

1. Title Sheet
 - Vicinity and location maps with contacts
 - Table of Contents
 - General notes, symbols, abbreviations, and legends
 - Standard Details
2. Demolition:
 - Site and Removal Plan
 - Removal Plans
 - Standard Details
3. Civil
 - Site plan w/underground utilities
 - Standard details
4. Structural
 - Structural Plans and Sections
 - Concrete repair and rehabilitation
 - Reinforcing Details
5. Process Design
 - Process flow diagrams
 - Piping and instrumentation diagrams
6. Mechanical Design
 - Equipment layout plans

- Piping plans and elevations
- 7. Electrical Design
 - Electrical loading and demands
 - Electrical equipment layout plans
 - Electrical single line diagram
- 8. Specifications
 - Technical specification with draft text in all sections

Task 6 Deliverable:

- Plans shall include three hardcopies of 22' x 34" plans and specifications along with electronic versions.
- Specifications shall be submitted as separate editable Word documents
- AACE Class 4 Cost estimate

TASK 7 – 90% DESIGN

Drawings and specifications shall incorporate comments from the 60% design review. At the end of the 90% design phase, drawings and specifications shall be substantially complete. The following tasks are to be completed:

- Demolition plans and details
- Civil plans
- Structural drawings and details
- Mechanical drawings and details
- Electrical drawings (equipment, instrumentation) and details
- Instrumentation and control drawings
- Complete Specifications
- Construction cost estimate

Task 7 Deliverable:

- Plans shall include three hardcopies of 22' x 34" plans and specifications along with electronic versions
- Specifications shall be submitted as separate editable Word documents
- AACE Class 3 Cost estimate

TASK 8 – FINAL DESIGN

During the final design phase, comments from the 90% design submittal shall be incorporated into the drawings and specifications. This final submittal will be considered the bid set.

Tasks include:

- Production of final engineering drawings

- Production of final technical specifications
- Production of final front-end specifications
- The Consultant shall prepare a Class 2 estimate of probable construction cost as defined by AACE for the 100% design package.

Task 8 Deliverable:

- Final drawings shall be signed and sealed by a professional civil engineer registered by the State of California. The Consultant shall provide three sets of 11" x 17" drawings, three sets of 22" x 34" (D Size) drawings, four sets of specifications, and one electronic copy in PDF format of the final design package for bid purposes. The final specifications shall be submitted in both Word and PDF format. All drawings shall be prepared using the latest version of AutoCAD and dwg files be delivered to the City as part of the final submittal.
- AACE Class 2 Cost estimate

TASK 9 – BID PHASE SERVICES

The Consultant shall provide assistance to the City during the project advertisement and award period. Bid phase assistance shall include, at a minimum, the following:

1. Response to requests for information (RFIs) and requests for clarification (RFCs) received during the bid period. Consultant shall provide a written response to questions within two business days of questions received during the bidding period. The responses shall be provided in short memorandum format with the question and response shown.
2. Attendance and participation in the mandatory in-person 1-hour pre-bid meeting.
3. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

TASK 10 – CONSTRUCTION PHASE SERVICES

Engineering services during construction (ESDC) shall include, at a minimum, the following:

1. Preconstruction Meeting: Attendance and participation in the in-person Pre-Construction Meeting.
2. Project Progress Meetings: Attendance and participation in the virtual 1-hour Monthly Project Progress Meetings with the City and the Construction Manager to discuss the status of the Project and potential Project issues. The Consultant shall budget for a eighteen month duration for the construction phase.
3. Request for Information (RFI): The Consultant shall review and recommend responses to the construction contractor RFI's at the City's request. The RFI may

require alternatives analysis, cost estimating, design changes or related engineering prior to a response. The City will work closely with the Consultant on appropriate level of effort and responses. The Consultant shall budget for a total of 100 RFI's.

4. Submittal Review: Consultant shall review all shop drawing and material submittals transmitted by the construction contractor. The Consultant shall budget for a total of 50 submittals.
5. Change Order Review: Consultant shall review all change order requests submitted by the construction contractor. The Consultant shall review each request and make a formal statement regarding entitlement and the merit of the contractor's request. The Consultant shall budget for a total of 10 change orders.
6. Project Close-out: The Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation. The Consultant shall review all final documentation to ensure completeness.
7. Record Drawings: The Consultant shall prepare a record drawing set based on the red-line drawings submitted by the construction contractor. The record drawings shall be prepared using the latest version of AutoCAD and shall be transmitted to the City within 30 calendar days of receipt of the construction contractor's red-line drawings. Electronic copies of the record drawings shall be submitted to the City in both AutoCAD and PDF formats. In addition, the Consultant shall submit three hard copies of the record drawings on 22" x 34" bond paper.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and CAROLLO ENGINEERS, INC.)

SCHEDULE OF COMPENSATION

Task #	Tasks	Carollo Labor																	Total
		Senior Project Manager/Technical Advisor	Supervising Professional	Senior Professional	Lead Professional	Professional	Staff Professional	Senior Designer	Staff Designer	Document Processor I	Total Hours	Total Labor Costs	Condition Assessment		Permitting		Subtotal		Total Fee
													\$352	\$326	\$276	\$259	\$238	\$225	
Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Fee	
Baseline Tasks																			
1	Project Management	95	28	164	48	14	46	0	0	0	395	\$113,935	0	\$0	0	\$0	0	\$0	\$113,935
	Project Management	60		120							180	\$54,207					0	\$0	\$54,207
	Kickoff Meeting (1 In Person)	8	16	8	16						48	\$14,382					0	\$0	\$14,382
	Monthly Progress Meetings During Design (20 Virtual)	20		20	20		40				100	\$26,761					0	\$0	\$26,761
	Workshops (6 Virtual)	6	12	12	12	6	6				54	\$15,223					0	\$0	\$15,223
	Communication and QA/QC Plan	1		4		8					13	\$3,361					0	\$0	\$3,361
2	Data and Information Review	10	8	28	26	32	28	0	0	6	138	\$35,611	0	\$0	0	\$0	0	\$0	\$35,611
	Review Existing Data and Studies	4	8	16	14	8	16				66	\$17,570					0	\$0	\$17,570
	Draft Background Study	4		8	8	16	8			4	48	\$12,027					0	\$0	\$12,027
	Final Background Study	2		4	4	8	4			2	24	\$6,014					0	\$0	\$6,014
3	Digester Inspection and Condition Assessment	22	12	50	104	60	20	0	0	6	274	\$72,311	262	\$98,540	0	\$0	262	\$98,540	\$170,851
	Condition Assessment	8	8	8	8	8	8				48	\$13,411					0	\$0	\$13,411
	Seismic Analysis	4		4	40	40					88	\$22,421					0	\$0	\$22,421
	Digester Interior Inspection	4		4	20						28	\$7,701	256	\$73,522			256	\$73,522	\$81,222
	Digester Non-Destructive Testing			2	8						10	\$2,627	6	\$25,018			6	\$25,018	\$27,646
	Draft Condition Assessment Summary	4	4	24	24	8	8			4	76	\$19,987					0	\$0	\$19,987
	Final Condition Assessment Summary	2		8	4	4	4			2	24	\$6,164					0	\$0	\$6,164
4	Permitting	2	0	12	0	0	0	0	0	0	14	\$4,013	0	\$0	156	\$36,978	156	\$36,978	\$40,991
	Identify and Apply to Required Permits	2		12							14	\$4,013			156	\$36,978	156	\$36,978	\$40,991
5	Preliminary Design Report	29	72	47	78	27	58	10	10	12	344	\$93,446	0	\$0	0	\$0	0	\$0	\$93,446
	Alternatives Analysis	15	46	15	30	15	30				152	\$42,749					0	\$0	\$42,749
	Construction Schedule	2	4	8							14	\$4,212					0	\$0	\$4,212
	Cost Estimate	2	12	8	32						54	\$15,120					0	\$0	\$15,120
	Draft Preliminary Design Report	8	8	12	12	8	20	8	8	8	92	\$23,453					0	\$0	\$23,453
	Final Preliminary Design Report	2	2	4	4	4	8	2	2	4	32	\$7,912					0	\$0	\$7,912
6	60% Design	84	64	108	180	156	156	99	396	62	1,306	\$310,914	0	\$0	0	\$0	0	\$0	\$310,914
	60% Design	80	48	84	156	156	156	99	396	62	1,238	\$291,452					0	\$0	\$291,452
	Cost Estimate	4	16	24	24						68	\$19,462					0	\$0	\$19,462
7	90% Design	105	76	129	219	195	195	124	495	77	1,615	\$383,777	0	\$0	0	\$0	0	\$0	\$383,777
	90% Design	101	60	105	195	195	195	124	495	77	1,547	\$364,315					0	\$0	\$364,315
	Cost Estimate	4	16	24	24						68	\$19,462					0	\$0	\$19,462
8	Final Design	24	20	37	47	39	39	25	99	15	345	\$83,363	0	\$0	0	\$0	0	\$0	\$83,363
	Final Design	20	12	21	39	39	39	25	99	15	309	\$72,863					0	\$0	\$72,863
	Cost Estimate	4	8	16	8						36	\$10,500					0	\$0	\$10,500
9	Bid Phase Services	16	0	16	24	0	0	2	2	0	60	\$17,209	0	\$0	0	\$0	0	\$0	\$17,209
	Pre-Bid Meeting (1 In Person)	8		8							16	\$5,022					0	\$0	\$5,022
	Bid Phase Services	8		8	24			2	2		44	\$12,187					0	\$0	\$12,187
10	Construction Phase Services	220	280	401	382	286	246	37	147	0	2,000	\$539,460	0	\$0	0	\$0	0	\$0	\$539,460
	Preconstruction Meeting (1 In Person)	8		8							16	\$5,022					0	\$0	\$5,022
	Monthly Progress Meetings During Construction (18 Virtual)	18	36	27							81	\$25,500					0	\$0	\$25,500
	RFIs	100	100	200	200	200	100	20	80		1,000	\$265,251					0	\$0	\$265,251
	Submittals	60	120	120	120	60	120				600	\$165,759					0	\$0	\$165,759
	Change Orders	12	24	24	24	12	12	2	10		120	\$32,877					0	\$0	\$32,877
	Project Close-out	8		8	24						40	\$11,249					0	\$0	\$11,249
	Record Drawings	14		14	14	14	14	14	57		143	\$33,802					0	\$0	\$33,802
11	As-Needed Services, Prior approval from Project Manager required																		\$310,442
	Total	608	560	993	1,109	809	789	296	1,149	179	6,491	\$1,654,040	262	\$98,540	156	\$36,978	418	\$135,518	\$2,100,000

<u>Billing Classification</u>	<u>Hourly Rate</u>
Engineers/Scientists	
Senior Project Manager	\$ 352.00
Project Manager	\$ 352.00
Senior Design Manager	\$ 352.00
Senior Program Manager	\$ 352.00
Program Manager	\$ 259.00
Principal Professional	\$ 347.00
Service Delivery Lead	\$ 362.00
Supervising Professional	\$ 326.00
Design Manager II	\$ 320.00
Design Manager I	\$ 288.00
Senior Professional	\$ 276.00
Lead Professional	\$ 259.00
Professional	\$ 238.00
Staff Professional	\$ 225.00
Engineering Intern	\$ 127.00
Senior Analyst	\$ 285.00
Lead Analyst	\$ 263.00
Digital Analyst	\$ 242.00
Staff Analyst	\$ 214.00
Technicians	
Senior Designer	\$ 288.00
Supervising Designer	\$ 277.00
Lead Designer	\$ 255.00
CAD/BIM Technician II	\$ 249.00
CAD/BIM Technician I	\$ 173.00
BIM Designer 3	\$ 255.00
BIM Designer 2	\$ 244.00
BIM Designer 1	\$ 227.00
Designer	\$ 181.00
Staff Designer	\$ 181.00
Senior Drafter	\$ 176.00
CAD Drafter	\$ 165.00
Support Staff	
Lead Document Processor	\$ 235.00
Document Processing II	\$ 197.00
Document Processing I	\$ 180.00
Other Direct Expenses	
Travel and Subsistence	Cost + 10%
Mileage	at current IRS Reimbursement Rate
Subconsultant	Cost + 10%
Other Direct Cost	Cost + 10%
Expert Witness	Hourly Rate x 2.0

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and CAROLLO ENGINEERS, INC.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[illegible]

[illegible]

EXHIBIT D

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, INC.)**

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and CAROLLO ENGINEERS, INC.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Consultant agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.
- c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and CAROLLO ENGINEERS, INC.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all

apprenticeable occupations. Before commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a

requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT G

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, INC.)
IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208**

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

Agreement 32500464 with Carollo Engineers, Inc. for Professional Engineering Services for the Digester Improvements Project

City Council
April 29, 2025

Timothy Beaman, P.E.
Assistant Public Works Director

That the City Council approve and authorize:

1. The Mayor to execute an Agreement with Carollo Engineers, Inc. for a total not to exceed value of \$2,100,000 for Professional Engineering Services for the Digestion/Cogeneration Improvement Project PW 25-70; and
2. A budget appropriation of \$1,504,000 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount for this Project (C2408).

- The Water Resource Recovery Facility (WRRF) has 3 digesters
- Digesters produce 2 byproducts
 - Biosolids
 - Methane gas
- Biosolids are transported off-site and composted
- Methane gas is used to power cogeneration engines to produce electricity used in the WRRF

- 2 digesters were built in 1975; the third was constructed in 1990
- The Public Works Integrated Master Plan recommended the rehabilitation of digester 2 followed by the rehabilitation of digesters 1 and 3
- Digester 2 rehabilitation is nearing completion
- Planning and design work for digesters 1 and 3 is required as part of the rehabilitation process



Wastewater Digesters

- The Purchasing Department released Request for Proposals (RFP) PW 25-70 for Digester Improvements Project on December 19, 2024
- The RFP was sent directly to 33 firms, posted on Public Purchase and on the City's website
- Proposals were due on January 29, 2025
- Two proposals were received from:
 - Carollo Engineers, Inc.
 - AECOM Technical Services, Inc.

- The proposals were reviewed by:
 - Wastewater Division Manager
 - Wastewater Project Manager
 - Engineering Project Manager
- Carollo was determined to be the best value based on:
 - Company profile
 - Assigned staff
 - Related project experience
 - Project approach and understanding
 - Overall responsiveness

- Under this agreement Carollo will provide the following services:
 - Review of all existing data and previous reports
 - Development of a Preliminary Design Report
 - Inspection and condition assessment of all related equipment and structures
 - Identification and preparation of permit applications
 - Development of bidding documents including plans and specifications
 - Cost estimates
 - Services during bidding
 - Construction phase services

- The total cost for this Agreement shall not exceed \$2,100,000 over five years
- There is approximately \$596k available in this Project C2408 from the Wastewater Capital Fund (612).
- Since the design phase is starting this fiscal year, staff is requesting a budget appropriation of \$1,504,000 from the Wastewater Operating Fund (611) available fund balance, as well as the corresponding Wastewater Capital Fund (612) appropriation increase in the same amount for this Project (C2408) to fund this agreement



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.6

DATE: April 29, 2025

TO: City Council

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

SUBJECT: Reimbursement of Service Charges to Special Districts. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the City Manager to approve:

1. Transfers in the total amount of \$49,531.62 from the General Fund (101) available fund balance to seven Landscape Maintenance Districts (Fund 120), with the corresponding budget appropriation adjustments for reimbursement of service charges, including interest; and
2. Transfers in amounts detailed in Table 2 of the Financial Impact section from six Landscape Maintenance Districts (Fund 120) available fund balances to six other Landscape Maintenance Districts (Fund 120), and subsequent transfers to and from the General Fund (101) for changes in General Benefit contributions with the corresponding budget appropriation adjustments for reimbursement of service charges, including interest.

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

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

BACKGROUND

The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including bonded and non-bonded Community Facilities Districts (CFDs), Landscape Maintenance Districts (LMDs), Waterways Maintenance Assessment Districts (WADs), and a Maintenance Assessment District (MAD). Each of these Special Districts has specific authorized individual services and improvements, including, but not limited to: maintenance of park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities such as picnic shelters, restrooms, arbors, and fountains. Properties within each District are assessed an annual parcel charge for the purposes of maintaining the improvements and other authorized services. Many of the services are provided by Contractors, who invoice the districts individually for the service(s) that are completed within that district. Prior to payment, invoices are reviewed by Special Districts staff for confirmation of the services rendered and the costs allocated to the appropriate district, or other funding sources, as applicable. However, errors, while uncommon, must be corrected when staff confirms any discrepancy.

In September 2023, a resident brought to the Special Districts Division's attention that there may have been charges to LMD-28 for sidewalk displacement grinding services that should have been charged to another funding source, since the area in question was not a component of that LMD. After reviewing the completed sidewalk maintenance records for LMD-28, the inaccurate charges were confirmed by Special District staff. Staff then reviewed all of the sidewalk maintenance charges that were performed within the LMDs. The result was a City Council-approved reimbursement on March 19, 2024, to the various LMDs totaling \$168,247.67.

As part of that March 19, 2023 staff report, Public Works staff noted that additional review would be done to check for other potential discrepancies for services beyond the sidewalk displacement grinding. Consistent with the starting timeframe that was reviewed for the sidewalk displacement grinding services, a staff member in the City Manager's Office was assigned to perform spot checks for invoice discrepancies that were billed to the LMDs from Fiscal Year 2017-18 through Fiscal Year 2021-22. Since FY 2022-23, the Special Districts Division has staffing levels sufficient to continue conducting these spot checks.

DISCUSSION

The spot checks that were performed by staff from the City Manager's office included invoices for monthly landscape maintenance services, tree trimming and removal, pest control, fence repair and replacement, and lighting repairs. The methodology for the review included the following quality control measures: confirmation that the services were performed within the appropriate District, confirmation that the services correspond with that fiscal year's LMD Engineer's Report, use of the City's Geographic Information Systems (GIS) to verify each District's boundaries and improvements, and use of the Finance Department's Chart of Accounts to ensure the correct account numbers were used. It is important to note that in cases where a service to an LMD authorized improvement was performed, but the corresponding invoice was unclear, potentially questionable, or staff was not able to validate a charge, the recommendation from staff was to err on the side of caution and reimburse the charges in question. For further details, please see the City Manager's Office Memo, dated January 30, 2025, attached hereto as Attachment 1.

The findings from the City Manager's Office concluded that a total of \$40,455.54 was incorrectly allocated or was questionable enough to recommend reimbursement among the LMDs. There is a difference of \$570 between the total amount identified within the attached memo and the amount identified within this report. This is due to the inclusion of the entire amount of a single invoice, rather than a partial total, after further review of the specific charge. This table represents the total amount, per fiscal year, that was incorrectly charged to various LMDs.

Sum of Identified Charges	
FY 17/18	\$5,104.15
FY 18/19	\$24,500.00
FY 19/20	\$4,477.39
FY 20/21	\$5,004.00
FY 21/22	\$1,370.00
TOTAL	\$40,455.54

The necessary corrections for each impacted LMD are listed in the Financial Impact section.

Staff does not expect any further reimbursements to correct LMD service charges. However, staff is currently reviewing all LMD utility charges and expect some additional corrections to be presented to the City Council once that analysis is completed.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The transfer amounts and corresponding budget appropriations, which include interest and applicable general benefit contributions, are outlined in Tables 1 and 2 below. To distinguish between transfers from the General Fund (Fund 101) and those occurring between various Landscape Maintenance Districts (LMDs), the details have been separated accordingly in the table.

The interest reimbursement adjustment was calculated taking into consideration the following assumptions: 1) Each respective invoice was paid within 30 days of the invoice date; and 2) the Local Agency Investment Fund (LAIF) interest

rate was applied for each quarter through the quarter ending December 31, 2024. Since the LAIF rate for the quarter ending March 31, 2025, is not yet available, the interest for that quarter has been estimated using the trailing 4-quarter average of LAIF rates. The difference between the revised interest allocation and the original interest allocation is the proposed interest reimbursement. Additionally, the corresponding general benefit contribution attributed to these expenses has also been included in the transfer calculation.

Table 1.

General Fund To LMD Transfers									
Fund From	Debit Amount (Invoice)	Debit Amount (Interest)	Credit Amount (General Benefit Contribution Refund)	Total Net Debits	Fund To	Credit Amount	Credit Amount (Interest)	Debit Amount (General Benefit Contribution Refund)	Total Net Credits
GF (Fund 101)	\$ 4,175.00	\$ 3,002.11	\$ (83.50)	\$ 7,093.61	LMD 3 (20303801)	\$ (4,175.00)	\$ (3,002.11)	\$83.50	\$ (7,093.61)
GF (Fund 101)	\$ 580.00	\$ 282.89	\$ (11.60)	\$ 851.29	LMD 3 (20303801)	\$ (580.00)	\$ (282.89)	\$11.60	\$ (851.29)
GF (Fund 101)	\$ 288.44	\$ 185.18	\$ (5.77)	\$ 467.85	LMD 12 (21203801)	\$ (288.44)	\$ (185.18)	\$5.77	\$ (467.85)
GF (Fund 101)	\$ 240.00	\$ 172.58	\$ (22.33)	\$ 390.25	LMD 14 (21403801)	\$ (240.00)	\$ (172.58)	\$22.33	\$ (390.25)
GF (Fund 101)	\$ 1,476.00	\$ 841.37	\$ (29.52)	\$ 2,287.85	LMD 30 (23003801)	\$ (1,476.00)	\$ (841.37)	\$29.52	\$ (2,287.85)
GF (Fund 101)	\$ 5,104.15	\$ 4,347.85	\$ (102.08)	\$ 9,349.92	LMD 34 (23403801)	\$ (5,104.15)	\$ (4,347.85)	\$102.08	\$ (9,349.92)
GF (Fund 101)	\$ 17,685.00	\$ 12,844.85	\$ (2,162.88)	\$ 28,366.97	LMD 36 (23603801)	\$ (17,685.00)	\$ (12,844.85)	\$2,162.88	\$ (28,366.97)
GF (Fund 101)	\$ 480.00	\$ 276.14	\$ (32.26)	\$ 723.88	LMD 42 (24203801)	\$ (480.00)	\$ (276.14)	\$32.26	\$ (723.88)
TOTAL DEBIT	\$ 30,028.59	\$ 21,952.97	\$ (2,449.94)	\$ 49,531.62	TOTAL CREDIT	\$ (30,028.59)	\$ (21,952.97)	\$ 2,449.94	\$ (49,531.62)

Table 2.

LMD to LMD Transfers									
Fund From	Debit Amount (Invoice)	Debit Amount (Interest)	Credit Amount (General Benefit Contribution From General Fund)	Total Net Debits	Fund To	Credit Amount (Invoice)	Credit Amount (Interest)	Debit Amount (General Benefit Refund to General Fund)	Total Net Credits
LMD 32 (23203801)	\$ 2,280.00	\$ 1,363.27	\$ (130.87)	\$ 3,512.40	LMD 28 (22803801)	\$ (2,280.00)	\$ (1,363.27)	\$ 45.60	\$ (3,597.67)
LMD 27 (22703801)	\$ 2,254.00	\$ 1,126.02	\$ (978.24)	\$ 2,401.78	LMD 32 (23203801)	\$ (2,254.00)	\$ (1,126.02)	\$ 129.38	\$ (3,250.64)
LMD 27 (22703801)	\$ 2,024.00	\$ 1,037.59	\$ (878.42)	\$ 2,183.17	LMD 38 (22803801)	\$ (2,024.00)	\$ (1,037.59)	\$ 40.48	\$ (3,021.11)
LMD 38 (22803801)	\$ 1,784.64	\$ 1,232.01	\$ (35.69)	\$ 2,980.96	LMD 39 (23903801)	\$ (1,784.64)	\$ (1,232.01)	\$ 63.18	\$ (2,953.47)
LMD 38 (22803801)	\$ 615.36	\$ 424.81	\$ (12.31)	\$ 1,027.86	LMD 39-1 (23913801)	\$ (615.36)	\$ (424.81)	\$ 21.78	\$ (1,018.39)
LMD 51 (25103801)	\$ 182.93	\$ 91.38	\$ (9.93)	\$ 264.38	LMD 39 (23903801)	\$ (182.93)	\$ (91.38)	\$ 6.48	\$ (267.83)

LMD 51 (25103801)	\$ 63.07	\$ 31.51	\$ (3.42)	\$ 91.16	LMD 39-1 (23913801)	\$ (63.07)	\$ (31.51)	\$ 2.23	\$ (92.35)
LMD 42 (24203801)	\$ 432.95	\$ 266.73	\$ (29.09)	\$ 670.59	LMD 40 (24003801)	\$ (432.95)	\$ (266.73)	\$ 8.66	\$ (691.02)
LMD 39 (23903801)	\$ 587.44	\$ 289.72	\$ (20.80)	\$ 856.36	LMD 46 (24603801)	\$ (587.44)	\$ (289.72)	\$ 20.80	\$ (856.36)
LMD 39-1 (23913801)	\$ 202.56	\$ 99.90	\$ (7.17)	\$ 295.29	LMD 46 (24603801)	\$ (202.56)	\$ (99.90)	\$ 7.17	\$ (295.29)
TOTAL DEBIT	\$ 10,426.95	\$ 5,962.94	\$ (2,105.94)	\$ 14,283.95	TOTAL CREDIT	\$ (10,426.95)	\$ (5,962.94)	\$ 345.76	\$ (16,044.13)

Total Debit and Credit amounts within Table 2 will not balance due to the variations in General Benefit Contribution rates from LMD to LMD. The adjustments will be represented in each LMD's subfund and identified in the Consolidated Engineer's Report as part of the FY 2025-26 assessment process.

COMMITTEE OUTCOME

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

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Special Districts Manager

ATTACHMENTS

1. City Manager's Office Spot Check Project Memo, dated January 30, 2025
2. City of Oxnard Special Districts Map
3. City of Oxnard Special Districts List
4. Presentation

MEMO



January 30, 2025

To: Anthony Miller, Special Districts Manager

From: Adam Smith, Project Manager 

CC: Steve Howlett, Assistant Public Works Director

Subject: Special Districts Spot Check Project

The Special Districts Division (Division) of the Public Works Department is responsible for maintaining, operating, and administrating the City's Landscape Maintenance Districts (LMDs). Each of these LMDs has specific individual authorized services and improvements, including park landscapes, open spaces, parkways, medians, other public improvements, and recreation and park amenities. Properties within each LMD are assessed an annual parcel charge to maintain the improvements and other authorized services within their boundary per their formation documents.

When reviewing and approving invoices for work done within any LMD, City staff is responsible for inspecting the contractor's work and processing the invoices for the completed work.

SPOT CHECK PROJECT

Following a March 2024 report to City Council, where City staff identified approximately \$168,000 in sidewalk grinding charges to various LMDs for sidewalk service charges performed outside of LMD-authorized service locations, the Spot Check Project began at the direction of the Public Works Director and City Manager to identify other potential issues with LMD billing. This comprehensive review, spanning Fiscal Year (FY) 2017-18 through FY 2021-22, involved a detailed examination of hundreds of invoices billed to the LMDs. These invoices included monthly maintenance charges, tree trimming and removal, pest control, fence repair and replacement, and lighting repairs.

When reconciling invoices, a conservative approach was taken to determine reimbursements for any particular LMD. This method emphasized careful review and deliberation over each claim to ensure accuracy and keeping with the established quality control measures listed below. Importantly, whenever there was uncertainty regarding an issue with invoicing an LMD, the decision-making process ultimately favored reimbursement to the LMD when questions arose.

In researching these invoices, charges were verified as appropriate by using the following quality control measures:

1. Confirming the LMD's authorized services and improvements in each LMD;
2. Utilizing that fiscal year's Council-approved Engineer's Report and boundary maps;
3. Using the City's Geographic Information System (GIS) mapping tool to verify LMD boundaries, trees, and other improvement locations;
4. Verifying that the invoices were billed to the proper LMD fund; and
5. Collaborated with Annie Jensen, a Project Manager in the City Manager's office, to review and confirm the list of inaccurate charges.

Authorized Service Improvements

Authorized Service Improvements (ASIs) are areas within an LMD boundary that list the trees, shrubs, ground cover, fencing, sidewalks, etc., that the LMD funds through property assessments.

Engineer's Report and Boundary Maps

An Engineer's Report must be prepared annually and contain a complete and detailed description of the improvements, the boundaries of the LMD, and the proposed assessments upon assessable lots and parcels of land within the LMDs. The City Council approves the Engineer's Report for the LMDs throughout the City. These documents ensure services are authorized, billed correctly, and within the LMD boundaries for that particular fiscal year.

City's GIS Mapping Tool

The City's GIS mapping tool played a crucial role in this process, specifically when an invoice noted that service in the LMD occurred on certain cross streets. It offered the ability to drill down on a neighborhood and its streets, ensuring accurate billing.

Proper Funds are Billed

Where available, invoices that notated the LMD fund to bill to were cross-checked with the Finance Department's Chart of Accounts spreadsheet to ensure that the LMD fund billed for the service was correct.

Total of Identified Charges

At the conclusion of the Spot Check Project, a total of \$39,885.54 in charges to the LMDs was identified. The table below represents the total per fiscal year billed to various LMDs for service:

Fiscal Year	Amount
2017-18	\$5,104.15
2018-19	\$24,500.00
2019-20	\$3,907.39
2020-21	\$5,004.00
2021-22	\$1,370.00
Total	\$39,885.54

The following section provides three examples of these charges, totaling \$7,247.10:

LMD 28 - Harborside

In FY 2019-20 in LMD 28 (Harborside), **\$1,710** in tree trimming costs were identified as completed on trees not in the LMD (Attachment 2). The invoice, provided by West Coast Arborists (WCA), listed the street name and number closest to where the tree was trimmed or removed. In this particular example, Indiana Dr was listed as the street where the service was completed; however, there are zero LMD trees on Indiana Dr in LMD 28. The invoice also listed 601 and 641 Roble Ln as other areas where WCA trimmed trees; this location also had zero LMD trees associated with LMD 28.

LMD 34 - Sunrise Point

In FY 2017-18, a fencing replacement project was undertaken by Fenceworks, Inc. for fence replacement within LMD 34 (Attachment 3). A total of **\$5,104.15** in charges were identified as potentially occurring outside the LMD ASIs. Fenceworks Inc. invoiced a total of 724 linear feet (LF) of new 6' iron fence to LMD 34; however, only 635 LF of LMD fence is erected within the LMD, as confirmed using the distance tool in the City's GIS application and an on-site measurement by staff. Reviewing the FY 2017-18 Engineer's Report indicates that areas charged for new fence had no fencing as part of the LMD.

LMD 40 - Cantada

In FY 2019-20, work within LMD 40 (Cantada) for pesticides by Target Specialty Products was billed to LMD 42 (Cantabria and Coronado) (Attachment 4). The amount that was billed incorrectly was **\$432.95**. That invoice notated the fund number to invoice LMD 40 for the services. However, utilizing the Finance Department's Chart of Accounts spreadsheet reveals that the number typewritten on the invoice was for LMD 42.

RECOMMENDED CORRECTIVE ACTIONS

Based on the findings above, the following corrective actions are recommended for processing payment for services to ensure that every invoice billed to an LMD is a correct and proper charge that coincides with that LMD's ASI and Engineer's Report.

1. All Division staff should have every Engineer's Report readily accessible, both electronically and physical printouts;
2. All staff should have access to the City's GIS mapping tool;
3. Every invoice submitted to the Division for payment must cross-reference an LMD's ASI and maps of those authorized improvements;
4. Confirm the proper fund number is used;
5. Division staff must clearly direct any vendor regarding what and where a service needs to be completed and provide maps of each LMD and its associated ASI.
6. Require all vendors working within the LMDs to include addresses and locations where a service is completed. Including this information will ensure that the service is performed within the LMD boundaries, as stated in the Engineer's Report.
7. Division staff should conduct spot check invoice review at the end of every fiscal year.

Attachments

Attachment 1 - Spot Check Spreadsheet
Attachment 2 - LMD 28 (Harborside) tree trimming invoice
Attachment 3 - LMD 34 (Sunrise Point) fence replacement
Attachment 4 - LMD 40 (Cantada) incorrect fund

LMD	Name	Invoice Type	Invoice No.	Vendor	Invoice Date	Invoice Amount	Issue	Notes	Total Invoice Amount Identified	SD Division Note	Revised Total
10	Country Club	Regular Service	296	Kaneko Landscaping	12/4/2017	\$375.00	None found	N/A			
23	Greystone	Regular Service	2309	Kaneko Landscaping	8/31/2017	\$285.00	None found	N/A			
24	Vineyards	On-call Irrigation	24347	Garcia's	9/15/2017	\$541.83	None found	N/A			
25	The Pointe	Regular Service	2308	Kaneko Landscaping	8/31/2017	\$604.00	None found	N/A			
28	Harborside	Regular Service	24749	Garcia's	1/1/2018	\$800.00	None found	N/A			
34	Sunrise Point	Regular Service	2637	Kaneko Landscaping	10/31/2017	\$1,700.00	None found	N/A			
			2642	Kaneko Landscaping	11/3/2017	\$1,575.00	None found	N/A			
34	Sunrise Point	Fence repair	509509	Fenceworks, Inc.	3/30/2018	\$48,801.40	A total of 724 linear feet (LF) of new, 6' Ameristar iron fence invoiced; however, there are only approximately 401 LF of LMD fence in district. Represents a potential overbilling of \$18,524.05 (323 LF x \$8.95 removal + 323 LF x \$48.40 new)	Overbilled for fence not within district boundary - \$18,524.05	\$18,524.05	There is approximately 635 linear feet of fence in the District. On-site measurement confirmed this. Original project scope was written by city staff and stated 724 linear feet. It is unclear where the extra length is located. (Approx. \$5,104.15 allegedly overcharged.)	\$5,104.15
39	Promesa & Sueno	Tree pruning	131710	West Coast Arborists	10/31/2017	\$5,550.00	None found	N/A			
39	Promesa & Sueno / DR Horton	Fence repair	509545	Fenceworks, Inc.	4/11/2018	\$51,662.50	None found	N/A			
39	Promesa & Sueno / DR Horton	Tree/ground cover plantings	SI-1149479	Boething Nursery	3/28/2018	\$4,869.73	None found	N/A			
39	Promesa & Sueno / DR Horton	Lighting repair	28968	All Lites Co.	11/10/2017	\$300.00	None found	N/A			
42	Cantabria & Coronado	Fence repair	509565	Fenceworks, Inc.	4/18/2018	\$137,934.85	None found	N/A			
43	Greenbelt	Concrete & post installation, electrical	30086	All Lites Co.	6/6/2018	\$6,356.68	None found	N/A			
43	Greenbelt	Tree trim	47844	West Coast Arborists	11/22/2017	\$540.00	None found	N/A			
43	Greenbelt	Fence repair	4297	All Lites Co.	4/2/2018	\$8,821.79	None found	N/A			
46	Daily Ranch	Tree pruning	131709	West Coast Arborists	11/2/2017	\$4,650.00	None found	N/A			
46	Daily Ranch	Tree pruning	48046	West Coast Arborists	12/12/17	\$6,320.00	None found	N/A			
47	Syamore Place	Tree pruning	48112	West Coast Arborists	12/17/2017	\$4,650.00	None found	N/A			
53	Huff Court	Irrigation repairs	25233	Garcia's	4/10/2018	\$338.00	None found	N/A			
53	Huff Court	Regular Service	25575	Garcia's	6/25/2018	\$35.41	None found	N/A			
Total dollar amount of identified invoices:									\$18,524.05		\$5,104.15

LMD	Name	Invoice Type	Invoice No.	Vendor	Invoice Date	Invoice Amount	Issue	Notes	Est. Overage Amount	Total Invoice Amount Identified	SD Division Note	Revised Total
											Reviewed addresses on invoice within Arbor Access program, all trees are maintained by the district.	
3	River Ridge	Tree pruning	145159	West Coast Arborists	1/29/2019	\$7,965.00	Street tree pruning completed on trees not a part of district	Approximately \$4,175 overcharged to LMD	\$4,175.00	\$4,175.00		\$4,175.00
3	River Ridge	Ground cover	212355	Performance Nursery	5/24/2019	\$205.77	None found	N/A				
3	River Ridge	Irrigation Repair	25887	Garcia's	8/27/2018	\$7,905.00	None found	Not enough information on invoice				
3	River Ridge	Irrigation Repair		Garcia's	6/11/2019	\$390.00	None found	N/A				
10	Country Club Estates	Regular Service	27199	Garcia's	6/1/2019	\$375.00	None found	N/A				
11	St. Tropez	Regular Service	27073	Garcia's	5/1/2019	\$138.75	None found	N/A				
12	Standard Pacific	Regular Service	25844	Garcia's	9/1/2018	\$450.00	None found	N/A				
12	Standard Pacific	Plant material	213475	Performance Nursery	6/28/2019	\$819.55	None found	N/A				
13	Le Village	Regular Service	25868	Garcia's	9/1/2018	\$100.00						
14	California Cove	Tree pruning	143783	West Coast Arborists	12/20/2018	\$240.00	Invoice indicated pruning service occurred on corner of H St and Upper Bay Dr. -- there are no LMD trees at this location	\$240 may have been overcharged to LMD	\$240.00	\$240.00	Queen Palms are located at this LMD, SD does not believe this to be incorrectly billed.	\$240.00
16	California Lighthouse	Gophers	2016514	Corky's Pest Control	6/15/2019	\$378.00	None found	N/A				
16	California Lighthouse	Gophers	1968120	Corky's Pest Control	4/15/2019	\$378.00	None found	N/A				
16	California Lighthouse	Regular Service	26785	Garcia's	3/1/2019	\$750.00	None found	N/A				
25	The Pointe	Tree pruning	147903	West Coast Arborists	4/23/2019	\$1,700.00	None found	N/A				
25	The Pointe	Bee removal	181017	Weinert & Sons	10/17/2018	\$125.00	None found	N/A				
25	The Pointe	Gophers	1968122	Corky's Pest Control	4/15/2019	\$129.00	None found	N/A				
25	The Pointe	Gophers	2016516	Corky's Pest Control	6/15/2019	\$129.00	None found	N/A				
27	Rose Island	Tree pruning	147909	West Coast Arborists	4/23/2019	\$907.00	None found	N/A				
27	Rose Island	Regular Service	26786	Garcia's	3/1/2019	\$1,000.00	None found	N/A				
28	Harborside	Tree pruning	148343	West Coast Arborists	6/25/2019	\$2,605.00	None found	N/A				
28	Harborside	Tree pruning	148917	West Coast Arborists	5/24/2019	\$2,220.00	None found	N/A				
28	Harborside	Irrigation Repair	27036	Garcia's	4/12/2019	\$1,850.00	None found	N/A				
33	El Paseo	Fence repair	510937	Fenceworks, Inc.	5/31/2019	\$735.00	None found	N/A				
33	El Paseo	Fence repair	510256	Fenceworks, Inc.	11/9/2018	\$2,000.00	None found	N/A				
33	El Paseo	Tree pruning	147904	West Coast Arborists	4/22/2019	\$960.00	None found	N/A				
33	El Paseo	Tree pruning	146853	West Coast Arborists	3/19/2019	\$12,725.00	None found	N/A				
34	Sanrise Pointe	Fence repair	510256	Fenceworks, Inc.	3/19/2018	\$7,030.00	None found	N/A				
34	Sanrise Pointe	Irrigation Repair	25998	Garcia's	9/18/2018	\$290.00	None found	N/A				
34	Sanrise Pointe	Tree pruning	146849	West Coast Arborists	3/22/2019	\$31,180.00	None found	N/A				
36	Villa Santa Cruz	Fence repair	510256	Fenceworks, Inc.	11/9/2018	\$2,430.00	None found	N/A				
36	Villa Santa Cruz	Irrigation Repair	26214	Garcia's	10/29/2018	\$320.00	None found	N/A				
36	Villa Santa Cruz	Tree pruning	143576	West Coast Arborists	12/17/2018	\$70,455.00	51-97+38 trees on Cesar Chavez Dr not a part of LMD in FY 18/19 & 19/20	Approximately \$17,685 overcharged to LMD	\$17,685.00	\$17,685.00	It is unclear which trees are in question on this invoice. All locations listed are within LMD 36. (However trees seem to have been left out of ER in 18/19)	\$17,685.00
38	Aldea Del Mar	Fence repair	510256	Fenceworks, Inc.	11/9/2018	\$850.00	None found	N/A				
38	Aldea Del Mar	Irrigation Repair	26126	Garcia's	9/28/2018	\$580.00	None found	N/A				
38	Aldea Del Mar	Tree pruning	149458	West Coast Arborists	6/29/2019	\$4,155.00	None found	N/A				
39	Promeso/Sueno	Gophers	2016515	Corky's Pest Control	6/15/2019	\$381.00	None found	N/A				
39	Promeso/Sueno	Gophers	1991203	Corky's Pest Control	5/15/2019	\$381.00	None found	N/A				
39	Promeso/Sueno	Lighting	1210	Encompass Consultants	6/15/2019	\$2,626.00	None found	N/A				
39	Promeso/Sueno	Irrigation Repair	26939	Garcia's	3/21/2019	\$2,400.00	Work performed outside of LMD boundary: MLK & Limonero Pl. (which is within LMD 38)	\$2,400 overcharged to LMD; TBD if invoice is for LMD 39 as the file is named; there are no confirming location details on invoice itself	\$2,400.00	\$2,400.00	Backflow located within LMD 38. Invoice was billed to LMD 38. It is unclear why this was flagged as LMD 39.	\$2,400.00
39	Promeso/Sueno	Irrigation Repair	27190	Garcia's	3/21/2019	\$4,920.00	None found	N/A				
40	Cantabria	Tree pruning	147656	West Coast Arborists	4/8/2019	\$1,935.00	None found	N/A				
40	Cantabria	Tree pruning	148919	West Coast Arborists	5/23/2019	\$1,635.00	None found	N/A				
41	Pacific Cove	Tree pruning	144902	West Coast Arborists	1/11/2019	\$6,260.00	None found	N/A				
42	Cantabria	Irrigation Repair	27169	Garcia's	5/1/2019	\$320.00	None found	N/A				
42	Cantabria	Tree pruning	144496	West Coast Arborists	1/23/2019	\$22,045.00	None found	N/A				
42	Cantabria	Tree pruning	146852	West Coast Arborists	3/19/2019	\$5,450.00	None found	N/A				
46	Daily Ranch	Irrigation Repair	27188	Garcia's	5/13/2019	\$4,200.00	None found	N/A				
46	Daily Ranch	Irrigation Repair	26507	Garcia's	12/18/2018	\$2,825.00	None found	N/A				
46	Daily Ranch	Tree pruning	148173	West Coast Arborists	5/2/2019	\$10,800.00	Not enough information on invoice to determine accuracy	N/A				
47	Sycamore Place	Tree pruning	144009	West Coast Arborists	1/8/2019	\$21,675.00	None found	N/A				
51	Pleier	Irrigation Repair	26731	Garcia's	1/28/2019	\$1,400.00	None found	N/A				
51	Pleier	Tree pruning	149875	West Coast Arborists	6/28/2019	\$1,725.00	Not enough information on invoice to determine accuracy	N/A				
51	Pleier	Tree pruning	148171	West Coast Arborists	5/8/2019	\$1,830.00	None found	N/A				
52	Wingfield	Tree pruning	141937	West Coast Arborists	11/6/2018	\$10,035.00	None found	N/A				

LMD	Name	Invoice Type	Invoice No.	Vendor	Invoice Date	Invoice Amount	Issue	Notes	Est. Overage Amount	Total Invoice Amount Identified	SD Division Note	Revised Total
54	Meadow Crest Villas	Tree pruning	148918	West Coast Arborists	5/24/2019	\$2,250.00	None found	N/A				
55	Wingfield West	Irrigation Repair	27164	Garcia's	4/25/2019	\$3,900.00	None found	N/A				
55	Wingfield West	Irrigation Repair	27168	Garcia's	5/14/2019	\$580.00	None found	N/A				
60	Artisan	Tree pruning	146855	West Coast Arborists	3/14/2019	\$4,280.00	None found	N/A				
Total dollar amount of identified invoices										\$24,500.00		\$24,500.00

LMD	Name	Invoice Type	Invoice No.	Vendor	Invoice Date	Invoice Amount	Issue	Notes	Est. Overage Amount	SD Division Note	Revised Total
3	River Ridge	Regular Service		Garcia's		\$1,900.00	None found	N/A			
3	River Ridge	Irrigation repair	2842	Garcia's	1/17/2020	\$2,760.00	None found	N/A			
10	Country Club Estates	Irrigation repair	470	Garcia's	6/23/2020	\$480.00	None found	N/A			
12	Standard Pacific	Gardening supplies	92758120-001	Site One Landscape	7/5/2019	\$288.44	Gardening supplies purchased only used for LMD 12?		\$288.44	A landscaping project was performed here by staff. However, as equipment is not purchased by a specific district unless they have the ability to store it, this should not have been billed to the district.	\$288.44
12	Standard Pacific	Regular Service	28695	Garcia's	4/1/2020	\$450.00	None found	N/A			
13	Le Village	Regular Service	28429	Garcia's	2/1/2020	\$100.00	None found	N/A			
13	Le Village	Regular Service	27818	Garcia's	10/1/2019	\$100.00	None found	N/A			
12	Standard Pacific	Irrigation repair	8515	Aqua Tech Services	12/31/2019	\$1,050.00	None found	N/A			
12	Standard Pacific	Irrigation repair	8518	Aqua Tech Services	12/31/2019	\$1,250.00	None found	N/A			
12	Standard Pacific	Irrigation repair	8516	Aqua Tech Services	12/31/2019	\$1,250.00	None found	N/A			
12	Standard Pacific	Irrigation repair	8519	Aqua Tech Services	12/31/2019	\$1,250.00	None found	N/A			
12	Standard Pacific	Irrigation repair	27470	Garcia's	7/8/2019	\$1,955.00	None found	N/A			
12	Standard Pacific	Irrigation repair	28115	Garcia's	11/12/2019	\$320.00	None found	N/A			
14	California Cove	Irrigation repair	28120	Garcia's	11/15/2019	\$2,820.00	None found	N/A			
16	California Lighthouse	Irrigation repair	28155	Garcia's	11/19/2019	\$480.00	None found	N/A			
16	California Lighthouse	Tree pruning	161568	West Coast Arborists	5/4/2020	\$4,698.60	None found	N/A			
23	Greystone	Regular Service	27676	Garcia's	9/1/2019	\$675.00	None found	N/A			
24	Vineyards	Regular Service	28718	Garcia's	4/1/2020	\$605.00	None found	N/A			
24	Vineyards	Irrigation repair	28156	Garcia's	11/19/2019	\$660.00	None found	N/A			
25	Pointe	Irrigation repair	27466	Garcia's	7/2/2019	\$3,800.00	None found	N/A			
24	Vineyards	Regular Service	28158	Garcia's	12/1/2019	\$605.00	None found	N/A			
28	Harborside	Regular Service	28557	Garcia's	3/1/2020	\$2,800.00	None found	N/A			
28	Harborside	Irrigation repair	191	Garcia's	5/1/2020	\$450.00	None found	N/A			
28	Harborside	Tree pruning	150930	West Coast Arborists	7/26/2019	\$2,280.00	Portion of street tree pruning completed on trees not a part of district	\$1,710 overcharged to LMD	\$1,710.00	The entire invoice (\$2,280) is mis-coded. This work should have been billed to LMD 32, Oak Park (adjacent district).	\$2,280.00
30	Haas	Landscaping equipment	G-96590	K&S Lawnmower Sales	1/16/2020	\$1,476.06	Landscaping equipment billed directly to LMD: earth auger (for digging), auger bit, blower	\$1,476 may have been overcharged	\$1,476.00	A landscaping project was performed here by staff. However, as equipment is not purchased by a specific district unless they have the ability to store it, this should not have been billed to the district.	\$1,476.00
30	Haas	Regular Service	28438	Garcia's	2/1/2020	\$1,600.00	None found	N/A			
30	Haas	Regular Service	28005	Garcia's	11/1/2019	\$1,600.00	None found	N/A			
33	El Paseo	Regular Service	28267	Garcia's	1/1/2020	\$1,450.00	None found	N/A			
33	El Paseo	Regular Service	27799	Garcia's	10/1/2019	\$1,450.00	None found	N/A			
30	Haas	Irrigation repair	28257	Garcia's	12/9/2019	\$1,920.00	None found	N/A			
30	Haas	Irrigation repair	28518	Garcia's	2/3/2020	\$7,441.00	None found	N/A			
31	Rancho de la Rosa	Irrigation repair	28091	Garcia's	10/31/2019	\$380.00	None found	N/A			
33	El Paseo	Insecticide	P11037598	Target Specialty Products	9/18/2019	\$1,639.44	Incorrect account number on invoice; wrong LMD billed for service	Account number indicated to bill to LMD 33; however, fund number on invoice is for LMD 34	\$1,639.44	This invoice and invoice P11037638 seem to be correctly billed but confusingly labeled. District identified via account number is LMD 34 but note states LMD 33 whereas P11037638 lists accounts for LMD 33 but note states LMD 34.	\$0.00
34	Sunrise Pointe/Sunset Cove	Tree pruning	161463	West Coast Arborists	6/28/2020	\$19,967.00	None found	N/A			
34	Sunrise Pointe/Sunset Cove	Tree pruning	27848	Garcia's	10/5/2019	\$2,350.00	None found	N/A			
34	Sunrise Pointe/Sunset Cove	Tree pruning	150656	West Coast Arborists	7/26/2019	\$350.00	None found	N/A			
34	Sunrise Pointe/Sunset Cove	Insecticide	P11037638	Target Specialty Products	9/18/2019	\$1,229.58	Incorrect account number on invoice; wrong LMD billed for service	Account number indicated to bill to LMD 34; however, fund number on invoice is for LMD 33	\$1,229.58	See above.	\$0.00
36	Villa Santa Cruz & Villa Carmel	Insecticide	P1030147	Target Specialty Products	9/5/2019	\$2,100.42	None found	N/A			
36	Huff Court	Insecticide	P1030147	Target Specialty Products	9/5/2019	\$2,100.42	None found	N/A			
37	Pacific Breeze	Tree removal	161751	West Coast Arborists	6/30/2020	\$950.00	None found	N/A			
37	Pacific Breeze	Irrigation repair	28109	Garcia's	11/11/2019	\$380.00	None found	N/A			
38	Aldea Del Mar	Irrigation repair	27568	Garcia's	7/29/2019	\$290.00	None found	N/A			

LMD	Name	Invoice Type	Invoice No.	Vendor	Invoice Date	Invoice Amount	Issue	Notes	Est. Overage Amount	SD Division Note	Revised Total
38	Aldea Del Mar	Irrigation repair	28529	Garcia's	2/10/2020	\$1,990.00	None found	N/A			
38	Aldea Del Mar	Irrigation repair	466	Garcia's	7/17/2020	\$1,450.00	None found	N/A			
39	Promesa	Irrigation repair	27626	Garcia's	8/2/2019	\$490.00	None found	N/A			
39	Promesa	Irrigation repair	28093	Garcia's	10/31/2019	\$460.00	None found	N/A			
39	Promesa	Fence repair	48819	Quality Fence Co.	7/22/2020	\$29,887.00	None found	N/A			
40	Cantada	Tree pruning	150271	West Coast Arborists	7/10/2019	\$4,200.00	None found	N/A			
40	Cantada	Tree pruning	150657	West Coast Arborists	7/31/2019	\$6,480.00	Not enough information on invoice to determine eligibility of charges	N/A			
42	Cantabria	Insecticide	P11030147	Target Specialty Products	9/5/2019	\$432.95	Incorrect account number on invoice; wrong LMD billed for service	Account number indicated to bill to LMD 40; however, fund number on invoice is for LMD 42	\$432.95	LMD 40 contains approximately 181 trees which matches the number listed on the invoice. This invoice was billed incorrectly.	\$432.95
40	Cantada	Regular Service	27806	Garcia's	10/1/2019	\$2,200.00	None found	N/A			
41	Pacific Cove	Regular Service	388	Garcia's	7/1/2020	\$750.00	None found	N/A			
41	Pacific Cove	Tree trimming	161863	West Coast Arborists	6/7/2020	\$4,799.46	Not enough information on invoice to determine eligibility of charges	N/A			
42	Cantabria	Irrigation repair	28397	Garcia's	1/7/2020	\$380.00	None found	N/A			
42	Cantabria	Irrigation repair	461	Garcia's	7/17/2020	\$1,350.00	None found	N/A			
42	Cantabria	Irrigation repair	460	Garcia's	7/17/2020	\$1,050.00	None found	N/A			
43	Greenbelt	Irrigation repair	27849	Garcia's	9/20/2019	\$1,680.00	None found	N/A			
43	Greenbelt	Irrigation repair	471	Garcia's	7/6/2020	\$720.00	None found	N/A			
43	Greenbelt	Lighting repair	2030112	Oilfield Electric	7/9/2020	\$548.93	None found	N/A			
46	Daily Ranch	Fence repair	511097	Fenceworks, Inc	7/18/2019	\$1,290.00	None found	N/A			
46	Daily Ranch	Irrigation repair	27642	Garcia's	8/12/2019	\$3,800.00	None found	N/A			
46	Daily Ranch	Irrigation repair	313	Garcia's	5/29/2020	\$280.00	None found	N/A			
46	Daily Ranch	Irrigation repair	350	Garcia's	6/17/2020	\$490.00	None found	N/A			
46	Daily Ranch	Irrigation repair	464	Garcia's	7/1/2020	\$490.00	None found	N/A			
46	Daily Ranch	Tree pruning	149557	West Coast Arborists	6/30/2019	\$16,250.00	Not enough information on invoice to determine eligibility of charges	N/A			
47	Sycamore Place	Tree pruning	161466	West Coast Arborists	6/28/2020	\$26,355.62	Not enough information on invoice to determine eligibility of charges	N/A			
47	Sycamore Place	Regular Service	27987	Garcia's	11/1/2019	\$1,300.00	None found	N/A			
49	Cameron Ranch	Tree pruning	155046	West Coast Arborists	11/26/2019	\$5,690.00	Portion of street tree pruning completed on trees not a part of district	\$420 overcharged to LMD (should have been billed to LMD 43	\$420.00	The four trees identified as a part of LMD 43 are in fact within LMD 49. Their address in the Arbor Access system is within LMD 43 but the trees are physically located in LMD 49. No overbilling was done in this case.	\$0.00
49	Cameron Ranch	Regular Service	27811	Garcia's	10/1/2019	\$2,500.00	None found	N/A			
51	Pfeiler	Regular Service	28280	Garcia's	1/1/2020	\$3,200.00	None found	N/A			
51	Pfeiler	Irrigation repair	27565	Garcia's	7/26/2019	\$2,800.00	None found	N/A			
51	Pfeiler	Irrigation repair	27566	Garcia's	7/26/2019	\$1,400.00	None found	N/A			
51	Pfeiler	Irrigation repair	203	Garcia's	5/26/2020	\$320.00	None found	N/A			
51	Pfeiler	Irrigation repair	204	Garcia's	6/10/2020	\$520.00	None found	N/A			
51	Pfeiler	Irrigation repair	469	Garcia's	7/21/2020	\$265.00	None found	N/A			
51	Pfeiler	Tree trimming	150238	West Coast Arborists	7/5/2019	\$960.00	None found	N/A			
53	Huff Court	Insecticide	P11030147	Target Specialty Products	9/5/2019	\$86.13	None found	N/A			
55	Wingfield West	Irrigation repair	27457	Garcia's	6/26/2019	\$490.00	None found	N/A			
58	Westwind	Irrigation repair	463	Garcia's	7/17/2020	\$660.00	None found	N/A			
58	Westwind	Regular Service	27822	Garcia's	10/1/2019	\$1,200.00	None found	N/A			
60	Artisan	Regular Service	647	Garcia's	9/1/2020	\$800.00	None found	N/A			
60	Artisan	Regular Service	1169	Garcia's	1/1/2021	\$800.00	None found	N/A			
Total dollar amount of identified invoices									\$7,196.41		\$4,477.39

LMD	Name	Invoice Type	Invoice No.	Vendor	Invoice Date	Invoice Amount	Issue	Notes	Est. Overage Amount	SD Division Note	Revised Total
3	River Ridge	New plant material	SI-1257353	Boethling Nursery	12/11/2020	\$2,155.85	None found	N/A			
3	River Ridge	Regular service	1463	Garcia's	4/16/2021	\$2,095.00	None found	N/A			
3	River Ridge	Mulch	32203	Dobson Nursey	12/9/2020	\$460.00	None found	N/A			
3	River Ridge	Irrigation repair	1935	Garcia's	7/13/2021	\$320.00	None found	N/A			
3	River Ridge	Irrigation repair	1008	Garcia's	11/11/2020	\$1,830.00	None found	N/A			
3	River Ridge	Irrigation repair	621	Garcia's	8/22/2020	\$1,500.00	None found	N/A			
3	River Ridge	Tree removal	170415	West Coast Arborists	2/8/2021	\$1,476.00	None found	N/A			
3	River Ridge	New plant material	131441	Boethling Nursery	12/14/2020	\$615.71	None found	N/A			
10	Country Club	Regular Service	481	Garcia's	8/1/2020	\$375.00	None found	N/A			
10	Country Club	Regular Service	1858	Garcia's	7/16/2021	\$411.50	Potentially overcharged \$225 - ER lists yearly contractor charge of \$4500; however, invoices add up to \$4,725	Not enough source documentation to determine why the charges were higher than ER allows		ER doesn't "allow" charges, it is simply a budget document that is used to create an assessment calculation. Charges within a fiscal year may exceed amounts estimated within the ER.	
11	St. Tropez	Regular Service	500	Garcia's	7/1/2020	\$138.75	None found	N/A			
11	St. Tropez	Regular Service	941	Garcia's	10/1/2020	\$138.75	None found	N/A			
11	St. Tropez	Regular Service	1283	Garcia's	1/1/2021	\$800.00	Potentially overcharged \$661.25	Service Level F, yearly contractor charge not-to-exceed \$555 (which would equal \$138.75 x 4)		Agreement A-8245 rate for LMD-11 was \$800 per quarter	
11	St. Tropez	Regular Service	1591	Garcia's	4/1/2021	\$800.00	Potentially overcharged \$661.25	Service Level F, yearly contractor charge not-to-exceed \$555 (which would equal \$138.75 x 4)		Agreement A-8245 rate for LMD-11 was \$800 per quarter	
11	St. Tropez	Plant removal	1341	Garcia's	2/23/2021	\$180.00	None found	N/A			
12	Standard Pacific	Bee removal	210429	Weinert & Sons	4/29/2021	\$125.00	None found	N/A			
12	Standard Pacific	Irrigation repair	892	Garcia's	10/20/2020	\$390.00	None found	N/A			
12	Standard Pacific	Tree pruning	171704	West Coast Arborists	4/15/2021	\$598.00	None found	N/A			
12	Standard Pacific	Irrigation repair	1392	Garcia's	3/6/2021	\$400.00	None found	N/A			
12	Standard Pacific	Regular Service	1856	Garcia's	7/16/2021	\$520.00	None found	N/A			
13	Le Village	Irrigation repair	1023	Garcia's	11/24/2020	\$240.00	None found	N/A			
13	Le Village	Tree pruning	171705	West Coast Arborists	4/16/2021	\$492.00	None found	N/A			
14	California Cove	Irrigation repair	1018	Garcia's	11/18/2020	\$125.00	None found	N/A			
14	California Cove	Irrigation repair	28120	Garcia's	11/15/2019	\$2,820.00	None found	N/A			
14	California Cove	Irrigation repair	28155	Garcia's	11/15/2019	\$480.00	None found	N/A			
16	California Lighthouse	Regular Service	919	Garcia's	11/1/2020	\$750.00	None found	N/A			
25	Pointe	Regular Service	1144	Garcia's	1/16/2021	\$800.00	None found	N/A			
24	Vineyards	Irrigation repair	1339	Garcia's	2/17/2021	\$540.00	None found	N/A			
24	Vineyards	Irrigation repair	1339	Garcia's	2/17/2021	\$520.00	None found	N/A			
25	Pointe	Irrigation repair	1729	Garcia's	5/25/2021	\$180.00	None found	N/A			
27	Rose Island	On-call Irrigation	1004	Garcia's	11/7/2020	\$1,720.00	None found	N/A			
28	Harborside	Tree pruning	173047	West Coast Arborists	4/17/2021	\$8,532.00	None found	N/A			
28	Harborside	Irrigation repair	1940	Garcia's	6/30/2021	\$4,440.00	None found	N/A			
28	Harborside	Irrigation repair	1494	Garcia's	3/26/2021	\$500.00	None found	N/A			
28	Harborside	Irrigation repair	1603	Garcia's	5/15/2021	\$760.00	None found	N/A			
28	Harborside	Irrigation repair	1734	Garcia's	5/28/2021	\$830.00	None found	N/A			
30	Haas	Irrigation repair	1939	Garcia's	7/15/2021	\$260.00	None found	N/A			
30	Haas	Irrigation repair	1652	Garcia's	5/13/2021	\$600.00	None found	N/A			
30	Haas	Tree pruning	166072	West Coast Arborists	10/31/2020	\$1,344.00	None found	N/A			
30	Haas	Tree pruning	166538	West Coast Arborists	11/15/2020	\$690.00	None found	N/A			
30	Haas	Tree pruning	173082	West Coast Arborists	10/31/2020	\$29,930.00	7 trees pruned along Sturges Rd not in the LMD	Difficult to determine exact overage with details on invoice; WCA only indicated hours spent on completing work, rather than billing based on tree height	?	District was responsible for tree maintenance at the time, no exact overage for non district trees can be determined here.	\$0.00
31	Rancho De La Rosa	Emergency tree service	170990	West Coast Arborists	3/31/2021	\$276.00	None found	N/A			
31	Rancho De La Rosa	Irrigation repair	1941	Garcia's	7/17/2021	\$480.00	None found	N/A			
31	Rancho De La Rosa	Irrigation repair	877	Garcia's	10/10/2020	\$580.00	None found	N/A			
32	Oak Park	Tree pruning	166361	West Coast Arborists	11/15/2020	\$984.00	None found	N/A			
32	Oak Park	Tree pruning	172586	West Coast Arborists	4/28/2021	\$8,116.00	Invoicing appears to show trees not within LMD were billed to LMD	Overage of \$2,254 should have been billed to LMD	\$2,254.00	Certain trees misbilled within invoice	\$2,254.00
32	Oak Park	Irrigation repair	891	Garcia's	10/20/2020	\$480.00	None found	N/A			
33	El Paseo	Irrigation repair	1842	Garcia's	6/23/2021	\$460.00	None found	N/A			
33	El Paseo	Irrigation repair	1448	Garcia's	3/18/2021	\$500.00	None found	N/A			

LMD	Name	Invoice Type	Invoice No.	Vendor	Invoice Date	Invoice Amount	Issue	Notes	Est. Overage Amount	SD Division Note	Revised Total
36	Villa Santa Cruz	Landscaping enclosure	111267398	Site One	7/29/2021	\$6,024.72	None found	N/A			
36	Villa Santa Cruz	Irrigation repair	1545	Garcia's	4/16/2021	\$480.00	None found	N/A			
37	Pacific Breeze	Irrigation repair	1827	Garcia's	6/16/2021	\$580.00	None found	N/A			
37	Pacific Breeze	Irrigation repair	519	Garcia's	8/1/2020	\$2,760.00	None found	N/A			
34	Sunrise Pointe/Cove	Regular Service	487	Garcia's	8/16/2020	\$2,300.00	None found	N/A			
38	Aldea Del Mar	Regular Service	1159	Garcia's	1/16/2021	\$2,500.00	None found	N/A			
38	Aldea Del Mar	Irrigation repair	876	Garcia's	10/10/2020	\$320.00	None found	N/A			
38	Aldea Del Mar	Irrigation repair	890	Garcia's	10/16/2020	\$860.00	None found	N/A			
38	Aldea Del Mar	Irrigation repair	1025	Garcia's	11/24/2020	\$450.00	None found	N/A			
38	Aldea Del Mar	Irrigation repair	1234	Garcia's	1/20/2021	\$1,250.00	None found	N/A			
38	Aldea Del Mar	Lighting repair	2030641	Oilfield Electric	12/1/2020	\$444.50	None found	N/A			
38	Aldea Del Mar	Tree pruning	166413	West Coast Arborists	10/30/2020	\$43,404.00	Invoicing appears to show trees not within LMD were billed to LMD	Overage of \$2,024 should have been billed to LMD 27	\$2,024.00	Certain trees misbilled within invoice	\$2,024.00
39	Promesa & Sueno / DR Horton	Tree pruning	173049	West Coast Arborists	4/21/2021	\$31,086.00	Invoicing appears to show 27 trees not within LMD were billed to LMD	Overage of \$2,874 should have gone to two other adjacent LMDs (LMD 46 = \$2,628; LMD 51 = \$246)	\$2,874.00	LMD 46 trees were billed correctly, LMD 51 trees were misbilled to LMD 39	\$246.00
39	Promesa & Sueno / DR Horton	Regular Service	1855	Garcia's	7/1/2021	\$4,237.00	None found	N/A			
39	Promesa & Sueno / DR Horton	Irrigation repair	529	Garcia's	8/7/2020	\$2,780.00	None found	N/A			
39	Promesa & Sueno / DR Horton	Trail service	1344	Garcia's	1/1/2021	\$960.00	None found	N/A			
40	Cantada	Tree pruning	170033	West Coast Arborists	2/18/2021	\$19,928.00	None found	N/A			
41	Pacific Cove	Irrigation repair	1228	Garcia's	1/13/2021	\$400.00	None found	N/A			
41	Pacific Cove	Tree pruning	164137	West Coast Arborists	9/21/2020	\$8,930.00	None found	N/A			
42	Cantabria	Tree pruning	171286	West Coast Arborists	4/7/2021	\$32,420.00	None found	N/A			
42	Cantabria	Irrigation repair	1347	Garcia's	2/24/2021	\$200.00	None found	N/A			
42	Cantabria	Irrigation repair	535	Garcia's	8/12/2020	\$480.00	None found	N/A			
42	Cantabria	Irrigation repair	755	Garcia's	9/19/2020	\$480.00	Address on invoice isn't within LMD 42	3001 Huerta is within LMD 46	\$480.00	3001 Huerta is a nonexistent address. 301 Huerta is in LMD 46 and could possibly match with a valve replacement job. This invoice is unclear but does not definitively match any location in LMD 42 or 46.	\$480.00
43	Greenbelt	Irrigation repair	1544	Garcia's	4/15/2021	\$380.00	None found	N/A			
43	Greenbelt	Irrigation repair	1323	Garcia's	2/3/2021	\$2,800.00	None found	N/A			
46	Daily Ranch	Irrigation repair	1066	Garcia's	11/27/2020	\$480.00	None found	N/A			
46	Daily Ranch	Lighting repair	2030300	Oilfield Electric	11/27/2020	\$7,416.66	None found	N/A			
47	Sycamore Place	Tree pruning	163092	West Coast Arborists	8/3/2020	\$950.00	None found	N/A			
47	Sycamore Place	Tree pruning	168237	West Coast Arborists	12/18/2020	\$861.00	None found	N/A			
50	Pleasant Valley Senior	Irrigation repair	1445	Garcia's	3/13/2021	\$480.00	None found	N/A			
50	Pleasant Valley Senior	Irrigation repair	1011	Garcia's	11/12/2020	\$640.00	None found	N/A			
50	Pleasant Valley Senior	Tree pruning	170519	West Coast Arborists	3/15/2021	\$1,230.00	None found	N/A			
51	Pfeiler	Tree pruning	167838	West Coast Arborists	12/8/2020	\$47,134.00	None found	N/A			
52	Wingfield	Irrigation repair	1393	Garcia's	3/6/2021	\$140.00	None found	N/A			
52	Wingfield	Tree pruning	171345	West Coast Arborists	4/7/2021	\$20,660.00	None found	N/A			
53	Huff Court	Irrigation repair	1499	Garcia's	4/3/2021	\$380.00	None found	N/A			
53	Huff Court	Irrigation repair	898	Garcia's	10/23/2020	\$480.00	None found	N/A			
54	Meadow Crest Villas	Irrigation repair	1546	Garcia's	4/16/2021	\$360.00	None found	N/A			
58	Westwind	Irrigation repair	1345	Garcia's	2/23/2021	\$1,100.00	None found	N/A			
58	Westwind	Irrigation repair	1009	Garcia's	11/12/2020	\$240.00	None found	N/A			
60	Artisan	Irrigation repair	1384	Garcia's	2/26/2024	\$350.00	None found	N/A			
60	Artisan	Irrigation repair	1735	Garcia's	5/28/2021	\$220.00	None found	N/A			
55	Wingfield West	Regular Service	1559	Garcia's	5/1/2021	\$1,150.00	None found	N/A			
55	Wingfield West	Regular Service	660	Garcia's	9/1/2020	\$1,000.00	None found	N/A			
60	Artisan	Regular Service	1281	Garcia's	2/1/2021	\$920.00	None found	N/A			
60	Artisan	Regular Service	803	Garcia's	10/1/2020	\$800.00	None found	N/A			
Total dollar amount of identified invoices:									\$7,632.00		\$5,004.00

LMD	Name	Invoice Type	Invoice No.	Vendor	Invoice Date	Invoice Amount	Issue	Notes	Est. Overage Amount	SD Division Note	Revised Total
3	River Ridge	Regular Service	2399	Garcia's	1/1/2022	\$2,095.00	None found	N/A			
3	River Ridge	Tree planting/stump removal	184288	West Coast Arborists	3/31/2022	\$787.00	None found	N/A			
3	River Ridge	Irrigation repair	2095	Garcia's	9/8/2021	\$165.00	None found	N/A			
3	River Ridge	Irrigation repair	2456	Garcia's	1/26/2022	\$580.00	Invoice indicated service occurred on Bermuda Dunes PI, which has no landscaping or trees	\$580 overcharged to LMD	\$580	Photos included show location in Bermuda Dunes Dr and not Place. SD considers this charge correct.	\$580.00
3	River Ridge	Irrigation repair	2982	Garcia's	6/23/2022	\$1,300.00	None found	N/A			
3	River Ridge	Irrigation repair	2459	Garcia's	1/26/2022	\$140.00	None found	N/A			
3	River Ridge	Irrigation repair	2805	Garcia's	5/12/2022	\$900.00	None found	N/A			
10	Country Club	Regular Service	2073	Garcia's	9/1/2021	\$413.00	None found	N/A			
11	St. Tropez	Regular Service	2853	Garcia's	5/2/2022	\$816.00	None found	N/A			
11	St. Tropez	Irrigation repair	2025	Garcia's	7/13/2021	\$120.00	None found	N/A			
12	Standard Pacific	Irrigation repair	2094	Garcia's	9/8/2021	\$120.00	None found	N/A			
12	Standard Pacific	Irrigation repair	2332	Garcia's	9/8/2021	\$140.00	None found	N/A			
12	Standard Pacific	Regular Service	2361	Garcia's	12/1/2021	\$520.00	None found	N/A			
13	Le Village	Regular Service	2259	Garcia's	11/1/2021	\$1,000.00	None found	N/A			
14	California Cove	Irrigation enclosure	112210987-001	Site One	8/25/2021	\$636.32	None found	N/A			
14	California Cove	Irrigation repair	2220	Garcia's	9/29/2021	\$120.00	None found	N/A			
14	California Cove	Regular Service	2260	Garcia's	11/1/2021	\$2,000.00	None found	N/A			
14	California Cove	Irrigation repair/replacement	111526357-001	Site One	7/27/2021	\$824.84	None found	N/A			
16	California Lighthouse	Irrigation repair/replacement	2059	Garcia's	8/2/2021	\$560.00	None found	N/A			
16	California Lighthouse	Regular Service	2473	Garcia's	2/1/2022	\$1,000.00	None found	N/A			
16	California Lighthouse	Regular Service	1956	Garcia's	8/1/2021	\$1,000.00	None found	N/A			
23	Greystone	Regular Service	2860	Garcia's	5/2/2022	\$757.00	None found	N/A			
23	Greystone	Irrigation repair	11165956-001	Site One	7/19/2021	\$144.10	None found	N/A			
24	Vineyards	Irrigation repair	2047	Garcia's	8/4/2021	\$280.00	None found	N/A			
25	The Pointe	Irrigation repair	2191	Garcia's	9/22/2021	\$240.00	None found	N/A			
25	The Pointe	Irrigation repair	2613	Garcia's	3/16/2022	\$240.00	None found	N/A			
27	Rose Island	Regular Service	2496	Garcia's	2/1/2022	\$2,000.00	None found	N/A			
28	Harborside	Tree pruning	184248	West Coast Arborists	3/31/2022	\$142.00	None found	N/A			
28	Harborside	Irrigation repair	2346	Garcia's	12/4/2021	\$820.00	None found	N/A			
28	Harborside	Irrigation repair	2457	Garcia's	1/26/2022	\$580.00	None found	N/A			
30	Haas Automation	Irrigation repair	2096	Garcia's	9/8/2021	\$360.00	None found	N/A			
31	Rancho De La Rosa	Regular Service	2364	Garcia's	12/1/2021	\$3,234.00	None found	N/A			
31	Rancho De La Rosa	Tree pruning	180760	West Coast Arborists	12/15/2021	\$380.00	None found	N/A			
31	Rancho De La Rosa	Tree pruning	185804	West Coast Arborists	5/15/2022	\$492.00	None found	N/A			
31	Rancho De La Rosa	Irrigation repair	2190	Garcia's	9/16/2021	\$480.00	None found	N/A			
31	Rancho De La Rosa	Irrigation repair	2140	Garcia's	9/22/2021	\$380.00	None found	N/A			
31	Rancho De La Rosa	Irrigation repair	2101	Garcia's	9/8/2021	\$640.00	None found	N/A			
31	Rancho De La Rosa	Irrigation repair	2455	Garcia's	1/26/2022	\$330.00	None found	N/A			
32	Oak Park	Tree removals	181262	West Coast Arborists	1/10/2022	\$7,380.00	None found	N/A			
32	Oak Park	Irrigation repair	2460	Garcia's	1/26/2022	\$580.00	None found	N/A			
33	El Paseo	Tree pruning	181269	West Coast Arborists	12/31/2021	\$2,952.00	None found	N/A			
34	Sunrise Pointe	Irrigation repair	2389	Garcia's	12/21/2021	\$2,200.00	None found	N/A			
34	Sunrise Pointe	Tree pruning	176558	West Coast Arborists	8/23/2021	\$1,600.00	None found	N/A			
34	Sunrise Pointe	Tree pruning	181550	West Coast Arborists	1/7/2022	\$760.00	None found	N/A			
36	Villa Santa Cruz	Irrigation enclosure	111267398-001	Site One	7/29/2021	\$6,024.72	None found	N/A			
36	Villa Santa Cruz	Irrigation repair	2188	Garcia's	10/1/2021	\$480.00	None found	N/A			
36	Villa Santa Cruz	Irrigation repair	2874	Garcia's	5/26/2022	\$6,560.00	None found	N/A			
36	Villa Santa Cruz	Tree pruning	176560	West Coast Arborists	8/23/2021	\$950.00	None found	N/A			
36	Villa Santa Cruz	Tree pruning	174411	West Coast Arborists	6/26/2021	\$70,858.00	None found	N/A			
36	Villa Santa Cruz	Tree pruning	176559	West Coast Arborists	8/23/2021	\$432.00	None found	N/A			
36	Villa Santa Cruz	Tree pruning	178174	West Coast Arborists	10/15/2021	\$492.00	None found	N/A			
36	Villa Santa Cruz	Tree pruning	176558	West Coast Arborists	8/23/2021	\$1,600.00	None found	N/A			
46	Daily Ranch	Regular Service	2373	Garcia's	12/1/2021	\$4,600.00	None found	N/A			

LMD	Name	Invoice Type	Invoice No.	Vendor	Invoice Date	Invoice Amount	Issue	Notes	Est. Overage Amount	SD Division Note	Revised Total
38	Aldea Del Mar	Irrigation repair	2187	Garcia's	10/1/2021	\$565.00	None found	N/A			
38	Aldea Del Mar	Irrigation repair	2270	Garcia's	11/4/2021	\$240.00	None found	N/A			
38	Aldea Del Mar	Tree pruning	184879	West Coast Arborists	4/15/2022	\$2,550.00	None found	N/A			
39	Promesa/Sueno	Playground chips	305686	Agromin	7/6/2021	\$737.44	None found	N/A			
39	Promesa/Sueno	Plant material	SI-1281117	Boething	7/1/2021	\$1,247.74	None found	N/A			
39	Promesa/Sueno	Irrigation repair	2019	Garcia's	7/24/2021	\$300.00	None found	N/A			
39	Promesa/Sueno	Irrigation repair	2794	Garcia's	5/6/2022	\$3,255.00	None found	N/A			
39	Promesa/Sueno	Irrigation repair	2344	Garcia's	12/4/2021	\$580.00	None found	N/A			
39	Promesa/Sueno	Lighting repair	2031871A	Oilfield Electric	10/27/2021	\$822.31	None found	N/A			
39	Promesa/Sueno	Lighting repair	2031763	Oilfield Electric	9/22/2021	\$395.49	None found	N/A			
39	Promesa/Sueno	Lighting repair	2032168	Oilfield Electric	2/2/2022	\$1,378.50	None found	N/A			
39	Promesa/Sueno	Lighting repair	2032252	Oilfield Electric	2/22/2022	\$474.00	None found	N/A			
39	Promesa/Sueno	Lighting repair	2918	ECG	5/6/2021	\$525.00	None found	N/A			
41	Pacific Cove	Lighting repair	2336	Garcia's	11/24/2021	\$360.00	None found	N/A			
42	Cantabria & Coronado	Irrigation repair	2139	Garcia's	9/22/2021	\$480.00	None found	N/A			
42	Cantabria & Coronado	Irrigation repair	2027	Garcia's	7/28/2021	\$300.00	None found	N/A			
42	Cantabria & Coronado	Irrigation repair	2339	Garcia's	11/27/2021	\$520.00	None found	N/A			
42	Cantabria & Coronado	Tree pruning	183741	West Coast Arborists	3/4/2022	\$6,736.00	None found	N/A			
42	Cantabria & Coronado	Tree pruning	185803	West Coast Arborists	5/15/2022	\$950.00	None found	N/A			
43	Greenbelt	Irrigation repair	2806	Garcia's	5/12/2022	\$680.00	None found	N/A			
46	Daily Ranch	Irrigation repair	2512	Garcia's	2/12/2022	\$480.00	None found	N/A			
46	Daily Ranch	Irrigation repair	2141	Garcia's	9/22/2021	\$790.00	2/3 of services listed on invoice occurred outside of LMD: Morado & Juanita + Briana Cir	Morado & Juanita: \$480 Briana Cir: \$140	\$620.00	This entire invoice seems to be miscoded. Services seem to have been performed in LMD 39.	\$790.00
46	Daily Ranch	Irrigation repair	2335	Garcia's	11/24/2021	\$280.00	None found	N/A			
46	Daily Ranch	Lighting repair	2032253	Oilfield Electric	2/22/2022	\$1,673.82	None found	N/A			
46	Daily Ranch	Tree pruning	1170	West Coast Arborists	11/6/2021	\$1,170.00	None found	N/A			
46	Daily Ranch	Tree pruning	1170	West Coast Arborists	12/4/2021	\$14,408.00	None found	N/A			
47	Sycamore Place	Irrigation repair	2223	Garcia's	10/4/2021	\$320.00	None found	N/A			
47	Sycamore Place	Tree pruning	177295	West Coast Arborists	9/16/2021	\$1,072.00	None found	N/A			
47	Sycamore Place	Tree pruning	177875	West Coast Arborists	10/7/2021	\$1,900.00	None found	N/A			
49	Cameron Ranch	Irrigation repair	2098	Garcia's	9/8/2021	\$500.00	None found	N/A			
49	Cameron Ranch	Tree pruning	183730	West Coast Arborists	3/15/2022	\$484.00	None found	N/A			
49	Cameron Ranch	Tree pruning	179606	West Coast Arborists	11/15/2021	\$726.00	None found	N/A			
51	Pfeiler	Trash pickup	2088	Garcia's	9/1/2021	\$1,920.00	None found	N/A			
51	Pfeiler	Irrigation repair	2458	Garcia's	1/26/2022	\$680.00	None found	N/A			
51	Pfeiler	Lighting repair	2031683	Oilfield Electric	9/1/2021	\$462.28	None found	N/A			
51	Pfeiler	Regular Service	2936	Garcia's	6/1/2022	\$3,754.00	None found	N/A			
55	Wingfield West		2152	Garcia's	10/1/2021	\$1,150.00	None found	N/A			
55	Wingfield West	Irrigation repair	112911302-001	Site One	9/14/2021	\$102.01	None found	N/A			
55	Wingfield West	Irrigation repair	2026	Garcia's	7/28/2021	\$260.00	None found	N/A			
55	Wingfield West	Irrigation repair	2333	Garcia's	11/23/2021	\$240.00	None found	N/A			
58	Westwind	Tree pruning	180643	West Coast Arborists	12/15/2021	\$4,176.00	None found	N/A			
60	Artisan	Irrigation repair	2192	Garcia's	10/7/2021	\$160.00	None found	N/A			
60	Artisan	Irrigation repair	2614	Garcia's	3/16/2022	\$160.00	None found	N/A			
Total dollar amount of identified invoices									\$1,200.00		\$1,370.00



INVOICE

West Coast Arborists, Inc.

2200 E. Via Burton Anaheim, California 92806

714.991.1900 • 800.521.3714 • fax 714.956.3745 • WCAINC.com • EIN# 95-3250682

Invoice Date	PO #	Terms	Cust. #	Job #	Invoice #
7/26/2019		DUE UPON RECEIPT	35	50684	150930

Customer	Job Description/Location
CITY OF OXNARD ATTN: JERI COOPER 1060 PACIFIC AVENUE, BLDG #3 OXNARD, CA 93030	Various Locations - Pruning Various Locations Work Completed: 7/25/2019 - 7/26/2019

TREE MAINTENANCE DESCRIPTION	QTY	U/M	PRICE	COUNT	TOTAL
Street Tree Pruning 7-12 DBH	13	Each	\$75.00		\$975.00
Street Tree Pruning 19-24 DBH	1	Each	\$135.00		\$135.00
Street Tree Pruning 13-18 DBH	13	Each	\$90.00		\$1,170.00

Call Rosa Cantu 800.521.3714 for payment.

TOTAL DUE: \$2,280.00

PO Number:	5670
Vendor Number	7745
Issued by	

(88)

LMD 28 - Harborside

We send our sincere thanks & appreciation for your business.

LORENZO PEREZ, Area Manager

lperez@wcainc.com - 714.681.3428 cell

BECCA HALCON, Customer Service Representative

rhalcon@wcainc.com - 805.671.5092 Ext. 257

DISCLAIMER: West Coast Arborists, Inc. insures the quality of work performed, however, we do not insure the City's entire tree population from failure. Arborists are tree specialists who use their education to reduce the risk of living near trees. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

CITY OF OXNARD - TREE MAINTENANCE PROGRAM

Street Tree Pruning 19-24 DBH

7/25/2019 - 7/26/2019

Dist	Street Address	Side	Tree	On Address	Botanical	Common	DSH	HT	Date
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N39	601 X ROBLE LN	S	2	601 ROBLE LN	Pyrus kawakamii	EVERGREEN PEAR	20.0	45	7/25/2019
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RECORD COUNT: 1

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Inv#: 150930

2 of 4

CITY OF OXNARD - TREE MAINTENANCE PROGRAM

Street Tree Pruning 7-12 DBH

7/25/2019 - 7/26/2019

Dist	Street Address	Side	Tree	On Address	Botanical	Common	DSH	HT	Date
N39	1933 X INDIANA DR	S	1	751 ROBLE LN	Quercus agrifolia	COAST LIVE OAK	11.0	40	7/25/2019
N39	1933 X INDIANA DR	S	2	751 ROBLE LN	Quercus agrifolia	COAST LIVE OAK	11.0	35	7/25/2019
N39	621 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	10.0	15	7/25/2019
N39	631 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	12.0	40	7/25/2019
N39	711 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	10.0	20	7/25/2019
N39	720 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	10.0	15	7/25/2019
N39	721 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	8.0	15	7/25/2019
N39	730 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	10.0	20	7/25/2019
N39	731 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	10.0	20	7/25/2019
N39	731 ROBLE LN		2		Quercus agrifolia	COAST LIVE OAK	10.0	10	7/25/2019
N39	740 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	10.0	30	7/25/2019
N39	750 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	12.0	35	7/25/2019
N39	1942 X ROBLE LN	S	1	1942 ROBLE LN	Quercus agrifolia	COAST LIVE OAK	12.0	25	7/25/2019

RECORD COUNT: 13

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CITY OF OXNARD - TREE MAINTENANCE PROGRAM

Street Tree Pruning 13-18 DBH

7/25/2019 - 7/26/2019

Dist	Street Address	Side	Tree	On Address	Botanical	Common	DSH	HT	Date
N39	730 X CALIENTE WY	S	1	1975 INDIANA DR	Pyrus kawakamii	EVERGREEN PEAR	13.0	30	7/25/2019
N39	730 X CALIENTE WY	S	2	1975 INDIANA DR	Pyrus kawakamii	EVERGREEN PEAR	14.0	35	7/25/2019
N39	1902 ENTRADA DR		1		Pyrus kawakamii	EVERGREEN PEAR	14.0	45	7/25/2019
N39	1922 ENTRADA DR		1		Pyrus kawakamii	EVERGREEN PEAR	15.0	40	7/26/2019
N39	1932 ENTRADA DR		2		Pyrus calleryana 'Aristocrat'	ARISTOCRAT PEAR	15.0	40	7/26/2019
N39	1942 ENTRADA DR		1		Pyrus kawakamii	EVERGREEN PEAR	15.0	40	7/26/2019
N39	1933 INDIANA DR		1		Pyrus kawakamii	EVERGREEN PEAR	14.0	35	7/25/2019
N39	1943 INDIANA DR		1		Pyrus kawakamii	EVERGREEN PEAR	15.0	40	7/25/2019
N39	1953 INDIANA DR		1		Pyrus kawakamii	EVERGREEN PEAR	16.0	45	7/25/2019
N39	1963 INDIANA DR		2		Pyrus kawakamii	EVERGREEN PEAR	13.0	30	7/25/2019
N39	1973 INDIANA DR		1		Pyrus kawakamii	EVERGREEN PEAR	16.0	40	7/25/2019
N39	601 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	18.0	45	7/25/2019
N39	641 ROBLE LN		1		Quercus agrifolia	COAST LIVE OAK	13.0	40	7/25/2019

RECORD COUNT: 13

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FENCEWORKS, INC
891 CORPORATION STREET
SANTA PAULA, CA 93060-3005

(805) 933-4522

License #299964



Invoice

Invoice Number

509509

Invoice Date

Mar 30, 2018

Page:

1

CITY OF OXNARD
1060 PACIFIC AVE STE 3
OXNARD, CA 93030

Job Location:

FENCE REPLACEMENT PROJECT
BASIN 34
A-8040
OXNARD

SP

Customer ID	Customer PO	Payment Terms										
CIT004FENCINGREPLACE		Net 15 Days										
Sales Rep ID	Invoice Date	Ship Date	Due Date									
SPRODJ	Mar 30, 2018		4/14/18									
Lineal Ft/Qty	Description	Unit Price	Extension									
724.00	LF., REMOVE AND HAUL AWAY FENCE	8.95	6,479.80									
724.00	LF., INSTALL 6' AMERISTAR IRON	48.40	35,041.60									
2.00	EA., 6' X 12' DOUBLE GATES	2,915.00	5,830.00									
1.00	EA., 6' X 4' PASS GATES	1,450.00	1,450.00									
<table><tr><td>FI-O Number</td><td>6710</td><td>(1)</td></tr><tr><td>Vendor Number</td><td>20074</td><td></td></tr><tr><td>Approved By</td><td><i>Sam</i></td><td><i>DE</i></td></tr></table> Acct# 156-5702-804-8229				FI-O Number	6710	(1)	Vendor Number	20074		Approved By	<i>Sam</i>	<i>DE</i>
FI-O Number	6710	(1)										
Vendor Number	20074											
Approved By	<i>Sam</i>	<i>DE</i>										

REMIT TO:

FENCEWORKS, INC
870 N. MAIN STREET
RIVERSIDE, CA 92501

Subtotal	48,801.40
Sales Tax	
Retention	
TOTAL	48,801.40

(951) 788-5620



P.O. Box 14084, Reading, PA 19612
P: 800-352-3870 F: 562-802-1786 Billing: 800-352-3870
www.target-specialty.com

INVOICE

Invoice Number: PI1030147
Location Code: SANTAFESP

Invoice Date: 09/05/19
Page: 1

Remit To Target Specialty Products
P.O. Box 14084
Reading, PA 19612

Bill To: Oxnard City of (Parks Dept)
1060 Pacific Ave Bldg 3
Oxnard, CA 93030-7337
USA

Ship To: Oxnard City of (Parks Dept)
1060 Pacific Ave Bldg 3
Oxnard, CA 93030-7337
USA

Shipping Instructions:

Ship Via Our Truck
Ship Date 09/04/19
Due Date 10/05/19
Terms Net 30 Days
Tax ID

Customer ID 314628
P.O. Number G90470
P.O. Date 09/04/19
Our Order No. SO1103007
Salesperson David Avila

license Type: QAC

License No.: 81480

Expiration Date: 12/31/19

license Type: RMP

License No.: 56-19-56X0088

Expiration Date: 12/31/19

m/Description	Unit	Order Qty	Invoiced Qty	Unit Price	Less Line Discount	Total Price
6403 Safari 20SG (3lb) MCP 4/cs	Each	6	6	380.38		2,282.28
70031 Pentra-Bark Surfactant (gal) 4/cs 48cs/pallet	Gallo	1	1	148.81		148.81

FPO Number:	G90470
Vendor Number	4825
Approved by	

Account	District Name	Number of trees	Amount
164-1606-805-8229	LMD 40 Cantada	181	\$432.95
170-8010-899-8229	LMD 53 Huff Court	36	\$86.13
157-1606-805-8229	LMD 36 Villa Santa Cruz	877	\$2,100.42
		1094	\$2,619.50

Amount Subject to Sales Tax: 2,431.09
Amount Exempt from Sales Tax: 0.00

Subtotal: 2,431.09
Total Sales Tax: 188.41

Total: 2,619.50

IN THE EVENT FULL PAYMENT IS NOT MADE WITHIN 30 DAYS AFTER INVOICING A FINANCE CHARGE WILL BE ADDED TO THE UNPAID BALANCE. IF A FINANCE CHARGE APPEARS ON THE STATEMENT, IT WAS COMPUTED BY A PERIODIC RATE OF 1.5% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% ADDED TO THE PREVIOUS BALANCE AFTER DEDUCTING CURRENT PAYMENTS, AND/OR CREDITS APPEARING ON THE STATEMENT.

Keep pesticides locked up, read and follow label instructions. No recommendation has been made concerning the use of the products on this invoice. Safety Data Sheets available upon request.

PLEASE RETURN THIS PAGE WITH YOUR PAYMENT



P.O. Box 14084, Reading, PA 19612
P: 800-352-3870 F: 562-802-1786 Billing: 800-352-3870
www.target-specialty.com

INVOICE

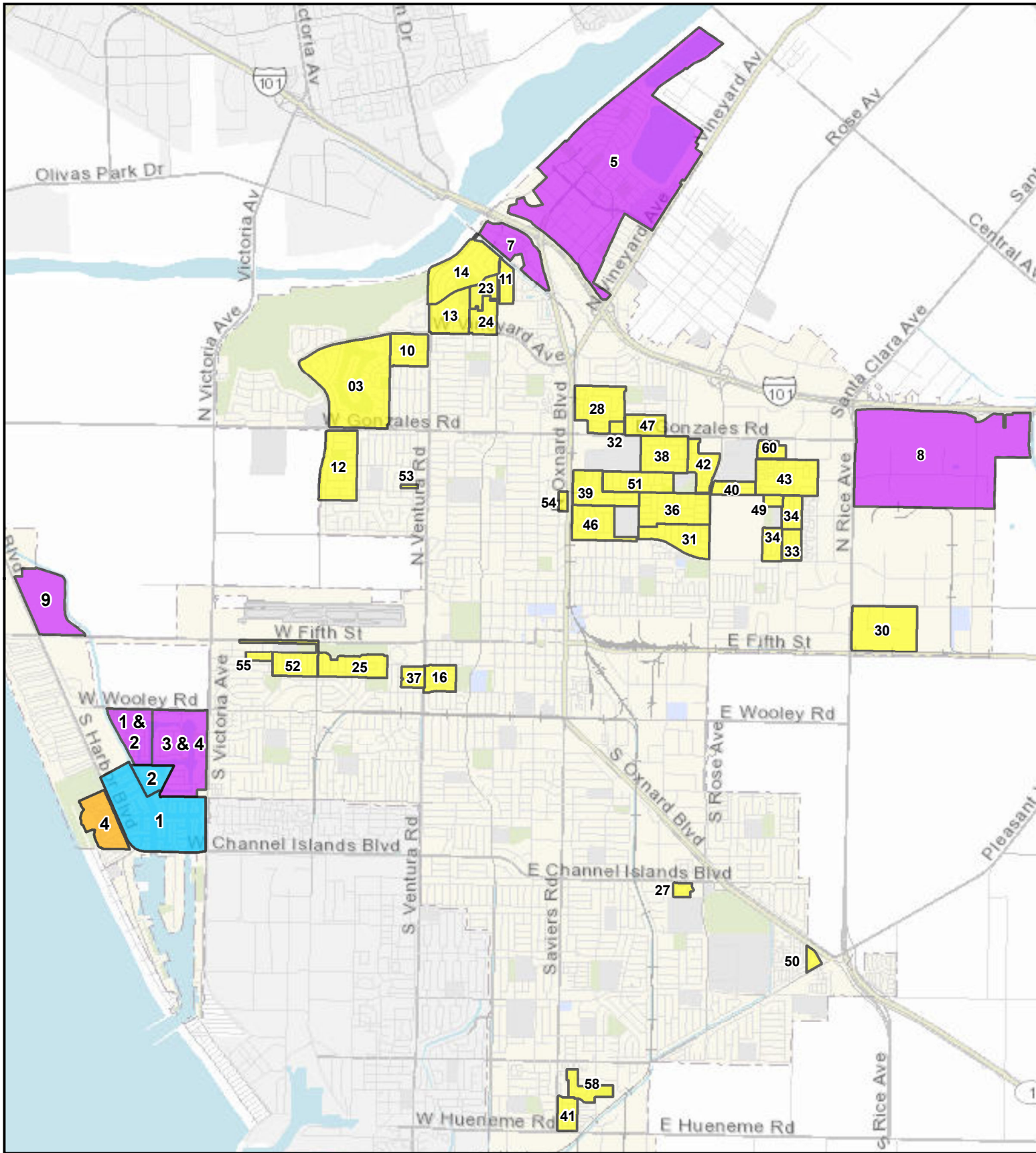
Invoice Number: PI1030147
Customer ID 314628
Invoice Date: 09/05/19
Due Date: 10/05/19

Bill To: Oxnard City of (Parks Dept)
1060 Pacific Ave Bldg 3
Oxnard, CA 93030-7337
USA

Ship To: Target Specialty Products
P.O. Box 14084
Reading, PA 19612

Subtotal:	2,431.09
Total Sales Tax:	188.41
Total:	2,619.50

CITY OF OXNARD SPECIAL DISTRICTS



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Reimbursement of Service Charges to Special Districts

City Council
April 29, 2025

Anthony Miller
Special Districts Manager

That the City Council approve and authorize:

1. Transfers in the total amount of \$49,531.62 from the General Fund (101) available fund balance to seven Landscape Maintenance Districts (Fund 120), with the corresponding budget appropriation adjustments for reimbursement of service charges, including interest; and
2. Transfers in amounts detailed in Table 2 of the Financial Impact section from six Landscape Maintenance Districts (Fund 120) available fund balances to six other Landscape Maintenance Districts (Fund 120), and subsequent transfers to and from the General Fund (101) for changes in General Benefit contributions with the corresponding budget appropriation adjustments for reimbursement of service charges, including interest.

- The Special Districts Division of the Public Works Department is responsible for the maintenance, operation, and administration of the City's 50 Special Districts, including bonded and non-bonded Community Facilities Districts (CFDs), Landscape Maintenance Districts (LMDs), Waterways Maintenance Assessment Districts (WADs), and a Maintenance Assessment District (MAD).
- Each District has specific authorized individual services and improvements.

- Many of the services are provided by Contractors, who invoice the districts individually for the service(s) that are completed within that district.
- Prior to payment, invoices are reviewed for confirmation of the services rendered and the costs allocated to the appropriate district, or other funding sources.
- Errors, while uncommon, must be corrected when staff confirms any discrepancy.

- In September 2023, a resident brought to the Special Districts Division's attention that there may have been charges to LMD-28 for sidewalk displacement grinding services that should have been charged to another funding source.
- After review, the inaccurate charges were confirmed by staff.
- Staff then reviewed all sidewalk maintenance charges that were performed within the LMDs.
- The result was a City Council-approved reimbursement on March 19, 2024, to the various LMDs totaling \$168,247.67.

- As part of the March 19, 2023 staff report, Public Works staff noted that additional review would be done to check for other potential discrepancies for services beyond the sidewalk displacement grinding.
- Consistent with the starting time frame that was reviewed for the sidewalk displacement grinding services, a staff member in the City Manager's Office was assigned to perform spot checks for invoice discrepancies that were billed to the LMDs from Fiscal Year 2017-18 through Fiscal Year 2021-22.

- Staff spot check items included invoices for monthly landscape maintenance services, tree trimming and removal, pest control, fence repair and replacement, and lighting repairs.
- Methodology for the review included:
 - Confirmation that the services were performed within the appropriate District,
 - Confirmation that the services correspond with that fiscal year's LMD Engineer's Report,
 - Use of the City's Geographic Information Systems (GIS) to verify each District's boundaries and improvements,
 - Use of the Finance Department's Chart of Accounts to ensure the correct account numbers were used.

- In cases where a service to an LMD authorized improvement was performed, but the corresponding invoice was unclear, potentially questionable, or staff could not validate a charge, the recommendation from staff is to reimburse the charge in question.
- City Manager's Office Staff detailed their findings in a memo dated January 30, 2025, which is attached to this report.

- Staff concluded that a total of \$40,455.54 was incorrectly allocated or was questionable enough to recommend reimbursement among the LMDs.
- There is a difference of \$570 between the total amount identified within the attached memo and the amount identified within this report.
- This is due to the inclusion of the entire amount of a single invoice, rather than a partial total, after further review of the specific charge.

- This table represents the total amount, per fiscal year, that was incorrectly charged to various LMDs.

Sum of Identified Charges	
FY 17/18	\$5,104.15
FY 18/19	\$24,500.00
FY 19/20	\$4,477.39
FY 20/21	\$5,004.00
FY 21/22	\$1,370.00
TOTAL	\$40,455.54

- The necessary corrections for each impacted LMD are listed in the Financial Impact section.
- Staff does not expect any further reimbursements to correct LMD service charges.
- Staff is currently reviewing all LMD utility charges and expects some additional corrections to be presented to the City Council once that analysis is completed.

- The transfer amounts and corresponding budget appropriations, which include interest and applicable general benefit contributions, are outlined in Tables 1 and 2.
- Interest reimbursement was calculated taking into consideration the following assumptions:
 - 1) Each respective invoice was paid within 30 days of the invoice date; and
 - 2) Local Agency Investment Fund (LAIF) interest rate was applied for each quarter through the quarter ending December 31, 2024. The March 31, 2025 LAIF rate has been estimated using the trailing 4-quarter average of LAIF rates.
- Each transactions corresponding general benefit contribution which would have been attributed to these expenses has also been included in the transfer calculation.

- Table I - General Fund to LMD Transfers

Fund From	Debit Amount (Invoice)	Debit Amount (Interest)	Credit Amount (General Benefit Contribution Refund)	Total Net Debits	Fund To	Credit Amount	Credit Amount (Interest)	Debit Amount (General Benefit Contribution Refund)	Total Net Credits
GF (Fund 101)	\$ 4,175.00	\$ 3,002.11	\$ (83.50)	\$ 7,093.61	LMD 3 (20303801)	\$ (4,175.00)	\$ (3,002.11)	\$83.50	\$ (7,093.61)
GF (Fund 101)	\$ 580.00	\$ 282.89	\$ (11.60)	\$ 851.29	LMD 3 (20303801)	\$ (580.00)	\$ (282.89)	\$11.60	\$ (851.29)
GF (Fund 101)	\$ 288.44	\$ 185.18	\$ (5.77)	\$ 467.85	LMD 12 (21203801)	\$ (288.44)	\$ (185.18)	\$5.77	\$ (467.85)
GF (Fund 101)	\$ 240.00	\$ 172.58	\$ (22.33)	\$ 390.25	LMD 14 (21403801)	\$ (240.00)	\$ (172.58)	\$22.33	\$ (390.25)
GF (Fund 101)	\$ 1,476.00	\$ 841.37	\$ (29.52)	\$ 2,287.85	LMD 30 (23003801)	\$ (1,476.00)	\$ (841.37)	\$29.52	\$ (2,287.85)
GF (Fund 101)	\$ 5,104.15	\$ 4,347.85	\$ (102.08)	\$ 9,349.92	LMD 34 (23403801)	\$ (5,104.15)	\$ (4,347.85)	\$102.08	\$ (9,349.92)
GF (Fund 101)	\$ 17,685.00	\$ 12,844.85	\$ (2,162.88)	\$ 28,366.97	LMD 36 (23603801)	\$ (17,685.00)	\$ (12,844.85)	\$2,162.88	\$ (28,366.97)
GF (Fund 101)	\$ 480.00	\$ 276.14	\$ (32.26)	\$ 723.88	LMD 42 (24203801)	\$ (480.00)	\$ (276.14)	\$32.26	\$ (723.88)
TOTAL DEBIT	\$ 30,028.59	\$ 21,952.97	\$ (2,449.94)	\$ 49,531.62	TOTAL CREDIT	\$ (30,028.59)	\$ (21,952.97)	\$ 2,449.94	\$ (49,531.62)

- Table 2 - LMD to LMD Transfers

Fund From	Debit Amount (Invoice)	Debit Amount (Interest)	Credit Amount (General Benefit Contribution From General Fund)	Total Net Debits	Fund To	Credit Amount (Invoice)	Credit Amount (Interest)	Debit Amount (General Benefit Refund to General Fund)	Total Net Credits
LMD 32 (23203801)	\$ 2,280.00	\$ 1,363.27	\$ (130.87)	\$ 3,512.40	LMD 28 (22803801)	\$ (2,280.00)	\$ (1,363.27)	\$ 45.60	\$ (3,597.67)
LMD 27 (22703801)	\$ 2,254.00	\$ 1,126.02	\$ (978.24)	\$ 2,401.78	LMD 32 (23203801)	\$ (2,254.00)	\$ (1,126.02)	\$ 129.38	\$ (3,250.64)
LMD 27 (22703801)	\$ 2,024.00	\$ 1,037.59	\$ (878.42)	\$ 2,183.17	LMD 38 (22803801)	\$ (2,024.00)	\$ (1,037.59)	\$ 40.48	\$ (3,021.11)
LMD 38 (22803801)	\$ 1,784.64	\$ 1,232.01	\$ (35.69)	\$ 2,980.96	LMD 39 (23903801)	\$ (1,784.64)	\$ (1,232.01)	\$ 63.18	\$ (2,953.47)
LMD 38 (22803801)	\$ 615.36	\$ 424.81	\$ (12.31)	\$ 1,027.86	LMD 39-1 (23913801)	\$ (615.36)	\$ (424.81)	\$ 21.78	\$ (1,018.39)
LMD 51 (25103801)	\$ 182.93	\$ 91.38	\$ (9.93)	\$ 264.38	LMD 39 (23903801)	\$ (182.93)	\$ (91.38)	\$ 6.48	\$ (267.83)
LMD 51 (25103801)	\$ 63.07	\$ 31.51	\$ (3.42)	\$ 91.16	LMD 39-1 (23913801)	\$ (63.07)	\$ (31.51)	\$ 2.23	\$ (92.35)
LMD 42 (24203801)	\$ 432.95	\$ 266.73	\$ (29.09)	\$ 670.59	LMD 40 (24003801)	\$ (432.95)	\$ (266.73)	\$ 8.66	\$ (691.02)
LMD 39 (23903801)	\$ 587.44	\$ 289.72	\$ (20.80)	\$ 856.36	LMD 46 (24603801)	\$ (587.44)	\$ (289.72)	\$ 20.80	\$ (856.36)
LMD 39-1 (23913801)	\$ 202.56	\$ 99.90	\$ (7.17)	\$ 295.29	LMD 46 (24603801)	\$ (202.56)	\$ (99.90)	\$ 7.17	\$ (295.29)
TOTAL DEBIT	\$ 10,426.95	\$ 5,962.94	\$ (2,105.94)	\$ 14,283.95	TOTAL CREDIT	\$ (10,426.95)	\$ (5,962.94)	\$ 345.76	\$ (16,044.13)

- Total Debit and Credit amounts within Table 2 will not balance due to the variations in General Benefit Contribution rates from LMD to LMD.
- The adjustments will be represented in each LMD's subfund and included in the Consolidated Engineer's Report as part of the FY 2025-26 assessment process.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.7

DATE: April 29, 2025

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Amendment to CalPERS Contract. (10 minutes)

RECOMMENDATION

That City Council:

1. Adopt a resolution of intention to approve an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Oxnard to provide a different level of benefits without improved industrial disability allowance for new local police members.
2. Approve the first reading by title only and waive further reading of an uncoded ordinance titled: "Ordinance of the City Council of the City of Oxnard authorizing an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Oxnard."

(This item did not originate in Committee.)

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

BACKGROUND

On June 4, 2024, the City Council finalized a three-year agreement with the Oxnard Peace Officer's Association (OPOA), introducing a key modification by eliminating the enhanced disability benefit offered through CalPERS. Previously, this benefit enabled public safety employees retiring due to disability to receive up to 90% of their pension tax-free, compared to the 50% provided under the standard contract.

This adjustment affects only new hires starting after the ordinance takes effect, making them ineligible for the enhanced benefit while reducing their CalPERS contribution rates. Existing employees, however, will maintain their current higher contribution levels and retain the enhanced benefit, which is protected as a vested right under the Public Employee Retirement Law (PERL).

The Public Employees' Retirement Law requires an amendment of an agency's CalPERS contract to be approved by ordinance following adoption of a resolution of intention.

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

According to CalPERS, the new second tier employer rate for new employees entering this tier will be 29.54% and the new employee rate that is paid for by the employee will be 14.75%. The current employer rate for PEPRA employees who will continue to receive this enhanced benefit is 34.10% and the employee contribution is 16.5%.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. Resolution of Intention To Adopt CalPERS Contract Amendment.v2
2. Uncodified Ordinance Re CalPERS Contract Amendment.v2
3. CalPERS AMENDMENT TO CONTRACT Exhibit
4. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OXNARD

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20475 (Different Level of Benefits) without Section 21430 (Improved Industrial Disability Allowance) for new local police members entering membership for the first time with this agency in the police classification after the effective date of this amendment to contract.

NOW, THEREFORE, the City Council of the City of Oxnard resolves and does hereby give notice of intention to approve an amendment to the contract between the City Council of the City of Oxnard and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto as an "Exhibit" and by this reference made a part hereof.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis Mc Arthur
Mayor

ATTEST:

Lourdes A. López
City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

Exhibit

[CalPERS AMENDMENT TO CONTRACT attachment to Agenda Report]

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

(UNCODIFIED)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OXNARD

The City Council of the City of Oxnard does ordain as follows:

Part 1. The City Council does hereby approve the “Amendment to Contract between the Board of Administration of the California Public Employees’ Retirement System and the City Council of the City of Oxnard” (the “Amendment”), which is attached hereto as an “Exhibit” and by this reference made a part hereof.

Part 2. The Mayor of the City of Oxnard is hereby authorized, empowered and directed to execute the Amendment for and on behalf of the City of Oxnard.

Part 3. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the ordinance.

Part 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ____ was first read on April 29, 2025, and finally adopted on _____, 2025 to become effective thirty days thereafter.

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

Exhibit A

[CalPERS AMENDMENT TO CONTRACT attachment to Agenda Report]



EXHIBIT

**California
Public Employees' Retirement System**

AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Oxnard**

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1952, and witnessed November 13, 1951, and as amended effective February 5, 1952, March 1, 1957, July 1, 1959, October 1, 1968, September 24, 1972, July 1, 1973, December 28, 1977, December 24, 1978, July 6, 1980, January 4, 1981, September 7, 1983, December 28, 1986, July 12, 1987, April 3, 1988, July 7, 1989, February 2, 1990, August 10, 2000, April 1, 2001, December 28, 2001, January 1, 2005, and February 8, 2008, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective February 8, 2008, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1952, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Public Agency and the Redevelopment Agency of the City of Oxnard and the Housing Authority of the City of Oxnard have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the Redevelopment Agency of the City of Oxnard and the Housing Authority of the City of Oxnard, pursuant to Section 20567.6 of the Government Code. Such merger is effective as of July 12, 1987. Legislation repealed said Section effective January 1, 1988.
 - a. Service performed for the former agencies prior to July 12, 1987, shall be subject to the terms and conditions of the former agencies' contracts as they were in effect at that time. Service performed on and after July 12, 1987, shall be subject to the terms and conditions of this contract.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
11. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21573 (Third Level of 1959 Survivor Benefits) for local police members only.
 - b. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).

- c. Section 21389 (Second Opportunity to Elect 1959 Survivor Benefits). Legislation repealed said Section effective September 27, 1979.
 - d. Section 20965 (Credit for Unused Sick Leave) for local police members only.
 - e. Section 21024 (Military Service Credit as Public Service).
 - f. Section 21430 (Improved Industrial Disability Allowance for Local Safety Members) for local police members hired on or prior to the effective date of this amendment to contract.
 - g. Section 20903 (Two Years Additional Service Credit).
 - h. Section 20042 (One-Year Final Compensation) for classic members only.
 - i. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local miscellaneous members and local fire members only.
 - j. Section 20434 ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code Section 20434).
 - k. Section 20434.5 ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform hazardous materials services as described in Government Code Section 20434.5).
 - l. Section 20475 (Different Level of Benefits): Section 21430 (Improved Industrial Disability Allowance) is not applicable to new second tier local police members entering membership for the first time with this agency in the police classification after the effective date of this amendment to contract.
12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 28, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
 13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

14. Public Agency shall also contribute to said Retirement System as follows:
- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF OXNARD

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

AMENDMENT OF CALPERS CONTRACT AFFECTING THE OXNARD PEACE OFFICERS' ASSOCIATION

Presented to: City Council

Steve Naveau, Human Resources Director

April 29, 2025

- Purpose

- To adopt an ordinance amending the City's contract with CalPERS eliminating an enhanced disability retirement benefit for future employees.
 - This group represents over 250 employees
 - Affected employees in this unit consist of Police Officers, Police Corporals, Police Sergeants, and Public Safety Dispatchers.
 - Though Public Safety Dispatchers are in the bargaining unit, they are not considered safety by CalPERS, and so are not subject to the provisions of this contract amendment with CalPERS.

- This ordinance eliminates an enhanced disability retirement provision
 - The current benefit provides up to a 90% tax free pension when an employee is approved for a disability retirement
 - This item will reduce the benefit to the standard 50% for all newly hired employees
- This change was requested by the OPOA during contract negotiations

- Fiscal Impacts
 - There is a reduction in the employer rate for this new tier.
 - New employer rate will be 29.54% though this is not immediate.
 - New employee rate will be 14.75% and will only be paid by new employees.
 - Current PEPRA employees will continue to pay 16.5% since the enhanced benefit will still apply.



QUESTIONS