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AGENDA  
OXNARD CITY COUNCIL  
COMMUNITY SERVICES, PUBLIC SAFETY,  
HOUSING & ECONOMIC DEVELOPMENT COMMITTEE  
Council Chambers, 305 West Third Street  
January 27, 2026  
**Regular Meeting - 8:30 PM to 10:00 PM**

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 814 0432 6719
3. Passcode: 865308

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

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT [WWW.OXNARD.ORG](http://WWW.OXNARD.ORG).

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

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](http://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](http://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](http://www.oxnard.org/citymeetings).
  - b. Submit an email to [cityclerk@oxnard.org](mailto: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.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING
  - a. Follow Zoom details listed above.

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)

- 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](http://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, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body, and on non-action items. 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 for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing and Economic Development Committee approve the minutes of the January 13, 2026 regular meetings as presented.

Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Police Department

SUBJECT: Downtown Security Contract.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute an agreement with Citiguard, Inc. (32600276) for a five (5) year agreement, for a total contract amount not to exceed \$2,575,000 for security services in the Oxnard Downtown Management District (ODMD), the Oxnard Public Library, the Downtown Parking Structure, and the Oxnard Service Center.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/TKT9zm-fkQs>

Contact: Jason Benites, (805) 385-7624

2. City Manager Department

SUBJECT: Update on Contract Negotiations with OPAC Nonprofit for operations of the “Meeting Rooms” at the Oxnard Performing Arts & Convention Center (PACC).

RECOMMENDATION:

That the Community Services, Public Safety, Housing & Economic Development Committee:

- Receive an update on the contract negotiations with the OPAC nonprofit for facility operations of the “Meeting Rooms” at the Oxnard Performing Arts & Convention Center (PACC)
- Provide feedback on the nine outstanding items related to the contract
- Discuss any additional items or questions the Committee needs for consideration of the contract, and determine if any of the items need to return to the Committee; or
- Direct staff to continue work on the outstanding issues within the contract with the nonprofit and Sterling, and bring it to the City Council for further discussion.

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

<https://youtu.be/4bR0FHRq7CI>

Contact: Terrel Harrison, (805) 385-7994

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



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

**CONSENT AGENDA**

**AGENDA ITEM NO. C.1**

**DATE:** January 27, 2026  
**TO:** Community Services, Public Safety, Housing & Development Committee  
**FROM:** Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org  
**SUBJECT:** Approval of Minutes.

**RECOMMENDATION**

That the Community Services, Public Safety, Housing and Economic Development Committee approve the minutes of the January 13, 2026 regular meetings as presented.

**BACKGROUND**

Approval of minutes.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact.

*Prepared by: Luly Lopez, City Clerk*

**ATTACHMENTS**

1. Minutes of Community Services, Public Safety, Housing and Economic Development January 13, 2026

**MINUTES**  
OXNARD CITY COUNCIL  
COMMUNITY SERVICES, PUBLIC SAFETY,  
HOUSING & ECONOMIC DEVELOPMENT COMMITTEE  
Regular Meeting  
January 13, 2026

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:33 p.m., Chair Luis Mc Arthur called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & Economic Development Committee in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Bert E. Perello, Member Michaela Perez and Chair Luis A. Mc Arthur were present.

The meeting opened with the pledge of allegiance to the flag of the United States. Member Perez requested a moment of silence in memory of Renee Nicole Good, who was killed in Minneapolis. Chair Mc Arthur added that the moment should also honor Commander Scott Aaron, a 21-year veteran with the Oxnard Police Department who passed away on January 9, 2026.

Staff members present were Ashley Golden, Assistant City Manager; Kenneth Rozell, Chief Assistant City Attorney; Michelle McCarron, Assistant City Attorney; Andrew Gonzalez, Deputy City Attorney; Brenda Lopez, Housing Director; Alba Marshall, Rent Stabilization Analyst and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

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

Public comment was received from Danna Aten.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing and Economic Development Committee approve the minutes of the October 28, November 25 and December 9, 2025 regular meetings as presented.

No public comments were received.

*It was moved by Member Perello, seconded by Member Perez, to approve the Information/Consent item as presented. VOTE: Perez, Perello and Mc Arthur voted in favor; the motion carried 3-0.*

Chair Mc Arthur announced that Report No. D-2 would be the first item of business.

#### D. REPORTS

##### 2. Housing Department

SUBJECT: Lease Agreement with Teatro de las Américas.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council:

1. Authorize the Mayor to execute a Lease Agreement (A-8604) with Teatro de las Américas for the use of property owned by the City located at 321 West Sixth Street for a term of three years with two one-year options to extend the Agreement, at the discretion of the City Manager, for a total of five years, at an annual fee of \$1 and quarterly rent up to \$2,970 of their quarterly gross revenues in excess of \$10,560; and
2. Authorize the Mayor to forgive past due rent to the City in the amount of \$15,690 for past due rent through January 2026, plus a daily pro-rata share through February 2026.

Public comments were received from James Donlon, Ana VanHoven, Juan Gonzalez, Margaret Cortese and Barbara Macri-Ortiz.

The Housing Director presented and answered the Committee's questions. Discussion ensued among the Council and President of the board of Teatro de las Americas Juan Gonzales.

It was moved by Member Perello that a tiered payment plan starting at \$300 a month in year one, increasing to \$600 a month in year two, and reaching \$900 a month in year three.

President Gonzalez asked if it could be capped at \$600?

*It was moved by Chair Mc Arthur, seconded by Member Perez, to approve the recommended action as presented and along with the requirement to receive monthly report on fundraising, grant solicitation, and planned activities. VOTE: Perez and Mc Arthur, voted in favor; the motion carried 2-1. Committee Member Perello voted no.*

1. Housing Department

SUBJECT: Resolution Establishing Administrative Regulations regarding the Fair Rate of Return Petition Regulations to Implement the City's Rent Stabilization Ordinance.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee review and recommend that the City Council approve the proposed resolution establishing administrative regulations to implement the provisions of the Rent Stabilization Ordinance regarding Fair Rate of Return Petition regulation.

Assistant City Manager Golden expressed gratitude to all the stakeholders involved in the process and addressed the recent letter from Barbara Macri-Ortiz regarding seven requested revisions previously discussed in the joint meetings with the various stakeholders.

Assistant City Attorney McCarron, Deputy City Attorney Gonzalez and Rent Stabilization Analyst presented and answered the Committees questions.

Deputy City Attorney Gonzalez discussed the revisions presented by Barbara Macri-Ortiz.

Public comments were received from Janet Sprissler, Dawn Durazo, Barbara Macri-Ortiz and Maria Navarro.

*It was moved by Member Perello, seconded by Chair Mc Arthur, to approve the recommended action as amended.*

- On page 32 and 33, within Section 4(a) and Section 1.04
- On page 25, within Section 107, there will be multiple changes regarding the tenant.
- On page 21, the amortization section, Exhibit D – formatting

VOTE: Perello, Perez and Mc Arthur, voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Member Perello suggested that we look into installing red light cameras.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 11:20 p.m.

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LOURDES A. LÓPEZ  
City Clerk

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LUIS A. MC ARTHUR  
Mayor



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

**REPORTS**

**AGENDA ITEM NO. D.1**

**DATE:** January 27, 2026  
**TO:** Community Services, Public Safety, Housing & Development Committee  
**FROM:** Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org  
**SUBJECT:** Downtown Security Contract.

**RECOMMENDATION**

That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council approve and authorize the Mayor to execute an agreement with Citiguard, Inc. (32600276) for a five (5) year agreement, for a total contract amount not to exceed \$2,575,000 for security services in the Oxnard Downtown Management District (ODMD), the Oxnard Public Library, the Downtown Parking Structure, and the Oxnard Service Center.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/TKT9zm-fkQs>

**BACKGROUND**

The City has maintained general services agreements with private patrol operators to provide uniformed security guard services in the ODMD and the Central Business District (CBD) since 2005. These services have been an effective complement to the Police Department's presence in the downtown area, helping address quality-of-life issues and deter crime. The current schedule for the ODMD/CBD security guard services provides 136 security guard hours per week, including forty (40) hours for a security supervisor.

For purposes of this agreement, the ODMD and the CBD are generally defined as the area in Downtown Oxnard that is bordered by Wooley Road to the south, Second Street to the north, the west alley of "C" Street to the west, and the east alley of Meta Street to the east.

Private patrol operators are expected to increase their interaction with downtown businesses and visitors and actively promote a "safe, clean, and thriving downtown." Some of the main expectations of the CBD security "ambassadors" include the following:

- Observe and report illegal, hazardous, or suspicious activities to law enforcement.
- Provide information as directed to employees, the public, and visitors to the CBD.
- Serve as a helpful resource for visitors, travelers, business owners, and employees in the CBD.
- Assist the Fire Department, Police Department, and emergency medical services, as necessary.

During the fall of 2016, staff from the Oxnard Public Library (Library) requested security guard coverage. This included a security guard presence during the Library's operating hours, and to "help maintain an atmosphere

conducive to library study while protecting library users, staff, materials, furniture, equipment and premises.” The existing contract was amended and was approved by the City Council on January 24, 2017 (Item I.3.A). The Oxnard City Library accounts for forty (40) security guard hours per week. These guards remain on-site.

In February 2017, the City Treasurer's Office requested that a security guard be present at the Oxnard Service Center (Service Center) during its hours of operation. Among several City offices, the Service Center also houses the City Treasurer’s Office and the Licensing Office. These offices provide public services, including accepting payments for utility billing, business licensing, and other cash-handling transactions. The Oxnard Service Center accounts for forty-three (43) security guard hours one week and fifty-two (52) security guard hours the following week (alternating).

The existing four (4) year contract was approved by City Council on October 5, 2021 and is set to conclude on February 28, 2026.

A request for proposal (RFP) was distributed on July 1, 2025. Per section 6 of the City’s Purchasing Manual, the process to select the vendor through an RFP may be used as a basis for entering into a contract when the price will not necessarily be the predominant award criteria. Twenty-one (21) proposals were received, and following an evaluation process, Citiguard, Inc. was selected. The rating panel consisted of a public library manager, a downtown executive director, a department administrative specialist, and a public works manager. A police commander and a police sergeant served as subject-matter experts and supervised the process.

Citiguard Inc.'s quote of \$515,000 annually was among the lowest in the proposals. In addition to cost, the panel considered the vendor proposals, qualifications, experience with similar contracts, past performance, evidence of good organizational and management practices, ability to provide security personnel reliably, and the quality of presentation. Vendors were also required to propose a security plan tailored to the CBD’s specific needs, demonstrating how they could deliver these services within the available budget. Citiguard, Inc. was selected based on the above criteria because the rating panel believed it provides the services best suited to the current needs of all locations.

The Oxnard Downtown Improvement District (ODID) is a financial contributor to the ODMD/CBD security services and will be billed directly by Citiguard Inc.

Once operational, the selected security services provider will serve as a partner to Police Department personnel assigned to the ODMD/CBD, and their day-to-day activities will be coordinated to complement police operations.

In response to the increase in incidents at the downtown parking structure, and in accordance with the Public Works/Facilities Department's request, it has been determined that security guard services are necessary at the parking structure. A security guard will be deployed on-site to ensure a 24/7 presence. The security guard will conduct patrols across all four levels of the parking facility, including monitoring the elevator lobbies, stairwells, perimeter, and general parking areas. Additionally, the security company may provide security officers for both planned and unplanned events throughout the City of Oxnard.

## **STRATEGIC PRIORITIES**

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, and strengthen the City's organizational foundation, building a modern, high-functioning City government that effectively and efficiently supports the operating departments in delivering 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 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 total cost of the five-year agreement with Citiguard Inc., is not to exceed \$2,575,000.00. The total cost annually is approximately \$515,000. There is sufficient funding to cover the last four months of the current fiscal year (FY2025-2026) in the various funds: General Fund, Police and Library operating budget, Billing & Licensing (7251623-53200), and Facilities Maintenance (7353740-53200). Oxnard Downtown Management District (ODMD) is billed separately for \$75,000 annually. The City's annual portion of the agreement is approximately \$432,776 (Police Department - \$105,128, Library - \$49,920, Billing & Licensing - \$64,896, and Public Works/Facilities Maintenance - \$212,832). Funding for future years will be included in the recommended budget for each fiscal year.

*For Finance Use Only: General Fund (Police 1012111-53200 and Library 1015401-53200); Billing & Licensing (7251623-53200) and Facilities Maintenance (7353740-53200).*

*Prepared by: Miguel Serrato, Police Commander*

## **ATTACHMENTS**

1. RFP 25-140 Security Service for Oxnard Downtown
2. Contract number 32600276 - Citiguard, Inc.
3. Citiguard response and proposal RFP No. 25-140
4. FY 25-26 Downtown Security Contract PP 1-7-26



# Request for Proposals

## 25-140

### Security Services for the

### **OXNARD DOWNTOWN MANAGEMENT DISTRICT**

### Bid Close Date: July 21, 2025

### at or before 2:00 p.m. PT

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

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

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- 10.0 Certification
- 11.0 Request for Proposal Terms and Conditions

## EXHIBITS

Exhibit 1 – Security Services Fee Schedule

## ATTACHMENTS

- Attachment 1 – Sample Agreement
- Attachment 2 – Insurance Requirements INS-C
- Attachment 3 – Conflict of Interest Form
- Attachment 4 – Non-Collusion Declaration
- Attachment 5 – Iran Contracting Act Certification

**Proposals must be submitted electronically at <https://www.publicpurchase.com>  
All questions must go through the Public Purchase portal.**

**1.0 TIMELINE OF EVENTS:**

**PROPOSED TIMELINE**

<b>DATE</b>	<b>ACTIVITY</b>
July 1, 2025	Release of Solicitation
July 11, 2025	Non-Mandatory Proposers Teleconference Meeting ID <a href="https://meet.google.com/ssh-cxnp-aht">meet.google.com/ssh-cxnp-aht</a> Phone Numbers <a href="tel:+16123612248">(US)+1 612-361-2248</a> PIN: 384 638 553#
July 14, 2025	Last day for Questions by Proposers Proposer inquiries must be submitted online: Public Purchase website.
July 21, 2025	Submission of the Proposal is to be uploaded to the Public Purchase website at or before <b>2:00 p.m.</b> local time. <a href="https://www.publicpurchase.com">https://www.publicpurchase.com</a>
July 22-31	Review of Proposals
August 2025	Agreement negotiations
September 2025	City Council approval
October 1, 2025	Contracted work begins

**The above dates are tentative and are subject to change as necessary.  
Proposers will be responsible to carefully examine the requirements contained herein.**

## **2.0 BACKGROUND OF THE CITY OF OXNARD:**

Oxnard, a vibrant and growing community of approximately 210,000 people, is located on the beautiful Southern California coast and is the most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of seven (7) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

## **3.0 PERIOD OF PERFORMANCE:**

The period of performance anticipated for this solicitation shall be for a period of five (5) years, with each year renewable in one (1) year increments beginning, October 1 2025 or effective upon signature of an Agreement by both parties, through September 30, 2030, unless terminated earlier. After the first year, and each year thereafter, the City shall have the option to extend the term pursuant to the Agreement, upon mutually acceptable services, cost adjustments, and the City requirements. There is no obligation by the City to purchase any specified amount of goods or services

## **4.0 INTRODUCTION:**

The City of Oxnard Police Department invites proposals from qualified and licensed Private Patrol Operators (PPO's) to provide comprehensive private patrol, customer service, and security services in the Oxnard Downtown Management District (ODMD), and the city facilities that include the Oxnard Public Library located at 251 S. A Street, the parking lot between the Library and Service Center; the Oxnard Service Center, located at 214 S. C Street, and the Downtown Parking Structure, located at 324 S. B Street for the City of Oxnard.

## **5.0 PROJECT DESCRIPTION:**

As described further below, PPO officers will be uniformed and will supplement and support the activities of the Oxnard Police Department officers and civilian personnel. PPO Security officers assigned to the Service Center will be armed; all others will not be equipped with firearms.

Security officer appearance, communication skills, and public relation abilities are key components for PPO's seeking to successfully bid on this contract. Day-to-day PPO operations will be coordinated with each respective manager or designee for each location.

The selected vendor must demonstrate its employees have attended training and received appropriate certification of competence for licensed security officers. All security officers are

unarmed, with the exception of the security officer(s) assigned to the Service Center. The PPO's security guards must demonstrate high levels of skill in dealing with the public. We expect the security guards to be pleasant and helpful. The city has two goals for service: one, serve as a helpful person to visitors and travelers as well as the business owners and employees, and second: enforce city policies regarding persons loitering and causing disturbances.

Security guards will work with the Oxnard Police Department as needed to enforce city and state laws. The city's philosophy is to address public nuisances early and diplomatically. The Oxnard Downtown Management District area has a significant homeless population that loiters on various premises throughout the downtown area, including the Oxnard Public Library, Downtown Parking Structure and the Service Center.

### PATROL PERSON RESPONSIBILITIES

The assigned patrolperson will:

1. Patrol assigned areas as required for each location.
2. Ensure appropriate communication with vendor supervisors or corporate offices.
3. Observe and report any violations, illegal or hazardous activities and/or items to law enforcement immediately.
4. Provide information as directed to employees, the public, and visitors of the Central Business District, Library, Service Center and Parking Structure.
5. Deter crime and misconduct through high-visibility patrols and interactions with suspicious individuals. Expel unruly persons and report more serious offenders to law enforcement.
6. Deter loss, damage, or misuse of the property.
7. Monitor activity occurring within Oxnard Downtown Management District.
8. Investigate any suspicious activity and notify law enforcement when appropriate.
9. Assist fire department, medical services, and police agencies as necessary.
10. Maintain and update the security procedures manual, commonly known as "Post Orders."
11. Maintain a professional appearance at all times.
12. Provide a daily log noting exceptional events and observations.
13. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing on City property.
14. Report incidents of graffiti, vandalism, lighting outages and other issues affecting public safety to designated responsible agencies for repair.
15. Upon request, ensure staff safely reach their vehicles.
16. Deal effectively and properly with disruptions in a respectful and tactful manner; proactively prevent disruptions.
17. Perform other duties as required to maintain effective and efficient security.

### VENDOR RESPONSIBILITIES

1. Vendor will provide adequate supervision for all patrol persons.
2. Vendor to ensure coverage is provided for planned break and lunch times.

3. Location of guard tour patrols and frequency of patrols will be agreed upon by the Vendor and City.
4. Vendor shall provide copies of guard tour logs and daily post logs bi-weekly to the City's facilities manager and Police Department, and at any time upon demand.
5. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
6. Each security officer and supervisor assigned to this project must be able to speak, read, and write in English.
7. Vendor employees assigned to this project may be required to submit to a Live Scan and criminal history check performed by the Oxnard Police Department at City's expense with or without notice.
8. At least one patrol person on site must be bilingual in English and Spanish. Bilingual capabilities in English and Spanish are desirable for patrolpersons.
9. Vendor will work cooperatively with the Oxnard Police Department to develop protocols for employees to take action required to handle incidents on City property.
10. The Vendor shall provide written summaries of incidents involving habitual offenders known to the patrol staff, persons or situations causing a concern for public safety, or violence. The written summaries will be transmitted to the Oxnard Police Department's office assigned to the patrol for the Oxnard Downtown Management District, Oxnard Public Library, Service Center and the Parking Structure.
11. The City reserves the right to reject Vendor employees with or without cause.

#### REPORTS OF VIOLATIONS OF LAWS

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such reports may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

#### PREFERENTIAL QUALIFICATIONS

Preference will be given to those vendors that currently:

1. Conduct large, public venue security operations such as malls, amusement parks, downtown areas, etc.
2. Operate local offices within 25 miles of downtown Oxnard.
3. Bilingual vendor employees (ability to speak fluently in both Spanish and English) are highly desirable.

Vendor shall comply with the following private patrol operator regulations:

#### Badges/Insignia

1. The Chief of Police or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or be readily mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

#### Uniforms

1. No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
2. No patrol person shall wear or be required to wear a uniform shirt which is similar to, or may be mistaken for the uniform shirt of a local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown) or a similar color or hue.
3. When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "Private Security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "Private Security". The Oxnard Downtown Management District logo will be affixed on the upper right breast of the uniform (See Exhibit 2). Across the back to the outermost garment will be permanently marked "District Safety" in a high-contrast color in standard sans-serif characters no smaller than two inches in height.
4. The Chief of Police or designee may authorize a special uniform blazer apparel for a patrol person or uniformed in-house security guard working a fixed post at a specific location, e.g. commercial building lobby and not assigned to a foot or vehicle patrol assignment. The uniform blazer typically consists of a light weight, single-breasted jacket with the insignia or uniform patch affixed over the breast pocket.

#### Vehicles

1. Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.

2. The private patrol operator license number, prefaced with the letters “PPO”, will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.
3. Any vehicle used for private patrol must be marked permanently with the words “Private Security” or “Security Patrol” on the rear and both sides of the vehicle. The Oxnard Downtown Management District logo shall be affixed to the front driver and passenger side door (see Exhibit 2)
4. Any required vehicle lettering pursuant to this section shall:
  - a. Consist of a standard sans-serif font with characters no smaller than two inches in height.
  - b. The lettering must be in a high contract color with the background color where affixed.

Proposals must include the following information:

1. The brand name and model of any guard tour management system used for this project.
2. A description of any guard tour management system and related operation.
3. Photographs of a security officer (front, side and rear) in the uniform designated or designed for use in this project.
4. Photographs of security vehicle designated or designed for use on this project.
5. Detailed photograph of the security officer badge designated or designed for use on this project.
6. Detailed photograph of the security officer shoulder patch/insignia designated or designed for use on this project.
7. Provide examples of training materials, post orders, policies and procedures created or used by your company.
8. Describe your recommendations for the professional development and training of officers assigned to this project.

**6.0 SCOPE OF SERVICES:**

The Oxnard Downtown Management District or ODMD is managed by the Downtown Oxnard Improvement Association (DOIA). This is an approximately thirty-two square block area in Downtown Oxnard bounded by the north side of Eighth Street to the south, south of First Street to the north, the alley west of “C” Street to the west, and the east alley of Meta Street to the east.

**OXNARD DOWNTOWN MANAGEMENT DISTRICT - ODMD**

The schedules for unarmed uniformed patrol persons in the ODMD are driven by available funding and security demands. These schedules are subject to change and will be agreed upon by the City and Vendor. The total hours per week may range from 136 up to 280.

- Overnight patrol may consist of one uniformed district safety officer who may be on site from 12:00AM to 8:30AM seven days per week with an unpaid 30-minute meal break.
- Day shift patrol may consist of one uniformed district safety officer who may be on site from 8:30AM to 5:00PM seven days per week with an unpaid 30-minute meal break.
- Swing shift patrol may consist of one uniformed district safety officer who may be on site from 3:30PM to 12:00AM seven days per week with an unpaid 30-minute meal break.
- Support shift patrol, Friday and Saturday, may consist of one uniformed district safety officer who may be on site from 10:00PM to 4:30AM two days per week, Friday and Saturday, with an unpaid 30-minute meal break. (16 hours per week).
- Support shift patrol, Tuesday through Saturday, may consist of one uniformed district safety officer who may be on site from 12:00PM to 8:30AM two days per week, Friday and Saturday, with an unpaid 30-minute meal break. (40 hours per week).

Patrol will occur by a variety of means, including foot patrol, bicycle patrol, vehicle patrol, and video surveillance, throughout the ODMD Area with a focus on the Parking Structure (300 block of South B Street) and Centennial Plaza (400 Block of South B Street).

Currently, District Safety consists of one supervisor working 40 hours per week, and a combination of security officers working 96 hours per week.

The schedule below represents a sample week of District Safety coverage total 136 hours per week:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Supervisor	1500-2300	Off	Off	0700-1500	1500-2300	0700-1500	0700-1500	40
Officer	1830-0230	1500-2300	1500-2300	Off	Off	Off	0900-1700	32
Officer	0700-1500	Off	0700-1500	1500-2300	Off	Off	1700-2300	32
Officer	Off	0700-1500	Off	Off	0700-1500	1500-2300	1700-2300	32

**DOWNTOWN PARKING STRUCTURE**

Security Guard Services will be required 24 hours a day, 7 days a week for the Downtown Parking Structure. Security Services staff will patrol all 4 levels of the parking structure, including elevator lobbies, all stairwells, parking structure perimeter, and general parking structure areas.

Security Guard Services to provide security officers to support on demand requests. This would include planned and unplanned events across the City of Oxnard. Security services may require support over a 24-hour period, or to support planned City events. In addition, please refer to the Patrol Person and Vendor Responsibilities in sections 6.0 & 7.0.

Note: Hours of security support may be reduced based on need or available budget.

**OXNARD PUBLIC LIBRARY**

The main Oxnard Public Library (OPL) located at 251 S. “A” Street is owned and operated by the City of Oxnard. The OPL is a 72,000 square foot building which has two main public doors at both the “A” Street side and Parking Lot/Civic Center side, a staff entrance, and a loading dock. It includes administrative workspace, public indoor and outdoor patio space, public restrooms, public meeting space, and a gift shop. Its proximity to the City’s Civic Center, Transportation Center (approximately two blocks), Plaza Park (three blocks), the Winter Warming Shelter (eight blocks), and Heritage Square (four blocks) situate the OPL in a high traffic area. The OPL is open to the public Monday through Thursday 9:00 AM to 8:00 PM, Saturday from 9:00 AM to 5:30PM. Each year the OPL serves approximately one quarter of a million patrons.

The schedule for unarmed uniformed patrol persons at the Oxnard Public Library is driven by available funding, security demands, and hours of operation. This schedule is subject to change and will be agreed upon by the City and Vendor. The total hours per week may range from 40 hours to 60 hours, including their 30-minute unpaid lunch depending on the need. The current schedule for uniformed patrol persons at the Oxnard Public Library is as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Officer	0850-1740	Closed	1205-0830	1205-0830	1205-0830	1205-0830	Closed	40

In addition to the Patrol Person Responsibilities listed in section 7.0, the following responsibilities apply to those patrol persons assigned to the Oxnard Public Library:

- Whenever possible, the PPO shall provide guard services without interruptions. The same guard(s) shall provide the services daily. In the case of interruptions in service, including, but not limited to, absenteeism, the PPO must provide a replacement in a

reasonable amount of time that will cover agreed-upon Library hours. Additionally, the PPO must notify the Library immediately upon receiving a tardy notice from the scheduled guard(s).

- An extra hours bank of 40-50 hours that can be used for library-set training, or if a guard is held over their schedule to finish up an incident.
- Security company must ensure guard has a fully functional and working phone that includes at minimum, call, text, internet, photo/video and media sharing.
- Follows library policies and procedures for expectations, protocols, rounding, incidents, reporting, and so on. Onboarding of guards for library specific policies and procedures would include going over these. Additional trainings and certificates may be assigned by the Library Manager or delegate throughout the guard’s employment.
- Security Guard must be of a temperament to work and communicate with compassion with adults, teens, and children of all ages and be capable of deescalating incidents and controlling a crowd in all circumstances.

**OXNARD SERVICE CENTER**

The Oxnard Service Center is located at 214 S. “C” Street, and is also owned and operated by the City of Oxnard. The Service Center has two main public doors at both the “C” Street side and the Parking Lot/Civic Center side, and three staff entrances, two of which are located on the east side of the building and the other on the northwest corner. There are two employee break rooms located on the southwest and northwest corners of the building, respectively. There is an employee patio area with an external gate on the northwest corner. There are public restrooms in the lobby and employee restrooms in the north and south wings. There are three conference rooms located off of the lobby. There is a Development Services counter on the south side of the lobby which provides service to Oxnard residents in the area of planning, building, development, engineering, public improvement inspections, traffic engineering, and transportation planning.

The north side of the lobby is occupied by staff from the city’s Billing and Licensing Division, staff from Community Development Department, and staff from Public Works Department, providing service to the residents and business community, including conducting City-related payments for utility billing and business licensing, cash, check, and credit card handling services, Code Compliance inspection, and Traffic Engineering Services. The payment windows are equipped with glass partitions above a solid surface counter. There is a payment drop box located outside of the lobby entrance facing the Parking Lot/Civic Center side. All employee entrances are accessed by use of City issued card key. The lobby has a high volume of foot traffic of City employees and the public each business day Monday through Thursday 8:00 AM to 6:00 PM and every other Friday 9:00 AM to 5:00 PM.

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday *	Total Hours
Officer	Closed	Closed	0745-1830	0745-1830	0745-1830	0745-1830	0745-1730*	52.75

\*Service Center is closed every other Friday; no patrol is necessary on closed Fridays

In addition to the Patrol Person Responsibilities listed in section 6.0, the following responsibilities apply to those patrol person(s) assigned to the Oxnard Service Center:

- The patrol person receives general supervision from the Service Center Management.
- Provide a high visibility representative of the Service Center for patrons and visitors.
- Provide assistance to the Service Center staff and management in handling visitors with aggressive or abusive behaviors or language when interacting with the staff and/or management, including escorting such visitors out of the Service Center when they refuse to stop such behaviors or language toward the Service Center staff or management upon verbal warning. And if the situation escalates, contact the Oxnard Police Department for further assistance.
- Offer customer service to those who ask for it, and those who may look as if they need assistance.
- Identify those persons who may be suspicious and alert staff and/or authorities as necessary.
- Deter crime and misconduct through high-visibility patrols and interactions with suspicious individuals.
- Report violations of the law to police.

Offices are closed all designated city holidays; however, certain employees may be staffed inside during off hours.

### **OTHER SECURITY SERVICES (AS NEEDED)**

The city may require on-call security services for city events or emergency services on an as-needed basis.

The city reserves the right to add or remove locations as deemed necessary.

### **7.0 PROPOSAL & SUBMITTAL REQUIREMENTS**

Proposals should not include any materials to be returned to the Vendor. Each proposal must include the following information:

#### **Compliance**

- A written statement that the vendor shall comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

## Cost Proposal

Provide a rate proposal on a monthly basis based on the Security Services Fee Schedule Form (Exhibit 1) for each location. The fee schedule shall include a breakdown of the following:

- Monthly cost for all 4 locations stated in this RFP.
- Cost to provide security services for City special events (as needed basis).
- Cost for emergency security services.

Fees should be inclusive of all costs related to vehicle maintenance, fuel surcharges, and mileage reimbursement in the monthly rate.

## Proposal Format

Proposing firms must provide this information in the following format:

### Proposal Cover Page

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

- Name of Business/Company:
- Business/Company Address:
- Telephone Number(s):
- E-mail Address:
- Website Address:
- Federal Tax ID Number:
- Type of Business (Sole Proprietorship; Partnership; Corporation; or Other (Explain):
- References – Provide three references, either municipality or a client who conducted similar services in the past three years. The references should include names, titles, addresses, phone numbers, and email addresses the City can contact.
- Number of Years in Business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- Name, title, telephone number, and, if different, address of the person(s) authorized to sign contracts for the business entity:
- Certificate of Insurance showing a minimum of \$1 M in Professional Liability (not included in page count).

## Proposal Table of Contents

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

### **Section 1: Company Profile**

This section should establish the vendor's ability to perform the required work to the expectations of the City. The narrative should include the vendor's background, including length of time in business, number of employees, the location that will primarily support the project and other office support locations. Please include:

- Introduction to the company
- Strength and stability of the company
- Overview of the vendor's capabilities related to the project scope
- Provide reasoning why the prospective vendor would be the best choice for providing services as described in the RFP.
- Company hierarchy (President, Vice president, Company Offices, etc.) and an organizational chart.

### **Section 2: Project Experience**

This section should highlight up to ten (10) relevant projects that represent the vendors experience related to the scope of services.

### **Section 3: Approach, Understanding, and Level of Effort**

The vendor should clearly state its understanding of the project description and scope of work. Do not simply repeat the scope of work provided. Instead, address the following areas in the proposal:

- Describe the key challenges associated with the project and the vendor's approach to overcoming these challenges.
- Describe your company's approach to the work and how it will benefit the City.
- Outline processes or steps that the vendor will take to ensure quality professional services.

### **Conflict of Interest**

The Vendor shall disclose any financial, business, or other relationships with City or other stakeholders that may have an impact on the outcome of this contract (Attachment 3). The Vendor shall list current clients who may have a financial interest in the outcome of this contract.

### **Clarifications, Exceptions, or Deviations:**

- a. The sample professional service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement".
- b. The city's Terms and Conditions" is located in section 11.0 and incorporated herein.
- c. The following contractual terms are non-negotiable: Termination; Indemnification; Insurance; Conflict of Interest; Governing Law; and Assignability of Agreement.

- d. Describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified.
- e. Include statement if your company has no clarifications, exceptions, or deviations.

**Company overview and disclosure of services or activities:**

- a. Include if any contributions were made to any City of Oxnard elected officials by the owners of the company. This is required as the City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months.
- b. Vendor is required to list past, current, or pending litigation resulting from services rendered over the past five years. If a court or an arbitrator rendered a decision, state the results. Include an explanation of any litigation, involving the company or any principal officers thereof in connection with any contract. Provide details if your company or the principals associated with your company are under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency.

**Iran Contracting Act Certification (Attachment 5) is required to be submitted with your proposal. Certification (section 10.0) and Conflict of Interest Form (Attachment 3) and Non-Collusion Declaration (Attachment 4) must also be included.**

**8.0 COMMUNICATION REGARDING RFP:**

**Communication Regarding RFP**

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

**Confidentiality**

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

**Amendments to Request for Proposals (Addendum)**

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

**9.0 EVALUATION METHOD:**

The Evaluation Committee will review and score only those proposals that are deemed responsive to this RFP and presented in the format as stated in section 7.0. During the scoring process, the Evaluation Committee may contact the Proposer's references or any other sources deemed relevant by the Evaluation Committee as part of their review of the Proposer's

qualifications to perform the requested services or work. Selection will not be based on the lowest priced proposal, but will be based on the following criteria:

1. Thoroughness and understanding of the scope of services. **20 points.**
2. Responsiveness, adherence to the requirements, quality and completeness of the Proposal. **15 points.**
3. Relevant experience to perform the services requested in the RFP for Professional Security Services. **30 points.**
4. References. **10 points.**
5. Cost of Services Provided. **25 points.**

**10.0 CERTIFICATION: (Submit with your proposal)**

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

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

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

CERTIFICATIONS

I, \_\_\_\_\_ of \_\_\_\_\_  
**Printed Name of Agent/Officer** **Name of Organization**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title of Agent/Officer: \_\_\_\_\_

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

## 11.0 REQUEST FOR PROPOSAL TERMS AND CONDITIONS:

### 1.0 PUBLIC PURCHASE

As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, [www.publicpurchase.com](http://www.publicpurchase.com), a third-party electronic bidding website that allows vendors to register. Upon registration with Public Purchase, registered Bidder(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered bidder(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered bidder(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

Just a couple helpful hints before starting your registration:

- First, bid notifications are based on registered email addresses, hence, it is recommended you use a generic email address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.
- Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at [www.publicpurchase.com](http://www.publicpurchase.com) and must be in written format. All responses to Bidder's questions will be posted online at [www.publicpurchase.com](http://www.publicpurchase.com).

The City cannot guarantee you will receive notice of every opportunity to sell to the City; it is encouraged to visit our Purchasing website at <https://www.oxnard.org/rfps-and-rfqs/> for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

### 2.0 RETURN OF BID/CLOSING DATE

- a. All Proposals/Bids/Quotes shall be submitted electronically to PublicPurchase.com by 2:00 PM Pacific Standard Time (PST) on the closing date listed in the Bidder Response Form. Bid responses not received by the City's purchasing division by the closing date and time will not be accepted. The City will not be responsible for and will **not** accept late bids due to slow internet connection, or incomplete transmissions. If the Bidder cannot upload the bid response to the PublicPurchase.com website, delivery of the bid response is accepted at the City of Oxnard, City Hall, Purchasing Division, 300 West Third Street, Oxnard, CA 93030, on or before 2:00 PM PST.
- b. The Solicitation must be signed by an authorized agent and uploaded to the Public Purchase website or if mailing, placed in a sealed package marked "Bidder Solicitation, clearly

marking the solicitation designed bid number”. Postmarks will not be accepted in lieu of this requirement. Proposals/Bids/Quotes submitted to any other City office will be rejected.

### **3.0 RECEIPT AND OPENING OF PROPOSALS/BIDS/QUOTES**

Proposals will not be opened publicly. Any Solicitation received after the established closing date and time will not be accepted. Solicitation results will be available after Proposals/Bids/Quotes have been reviewed.

### **4.0 WITHDRAWAL OF BIDS**

Bidders may withdraw their Proposals/Bids/Quotes at any time prior to the due date and time by submitting notification of withdrawal signed by the Bidder’s authorized agent. Proposals/Bids/Quotes cannot be changed or modified after the date and time designated for receipt.

### **5.0 ADDENDA AND INTERPRETATION**

No interpretation of the meaning of the specifications or other Solicitation documents will be made to any proposer orally. Proposers are not to contact any individual other than the Buyer. All Proposals/Bids/Quotes must be submitted in accordance with the standards and specifications contained within this solicitation.

### **6.0 PRICING/DELIVERY/TERMS/TAX**

All pricing shall be quoted F.O.B. Destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The City reserves the right to designate methods of freight. The City pays California Sales Tax. In the event of an extension error, the unit price shall prevail. Payment terms are net 30 after receipt of invoice.

### **7.0 PERIOD OF FIRM PRICING**

Unless stated otherwise elsewhere in this document, prices shall be firm for the duration of this solicitation. The City reserves the right to ask for an extension of firm pricing if conducting active Solicitation evaluations.

No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if Vendor/Contractor offers lower prices to another governmental entity) will automatically be extended to the City. The City requires written proof satisfactory to the City, upon the City’s acceptance, of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 60-days advance notice in writing is required to be considered and approved by the City. No retroactive price adjustments will be considered. For Contracts, any price increases must be stated in a written amendment. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items, less food and energy – Los Angeles and be subject to satisfactory performance review by the City and approved (if needed) for budget funding by City Council.

The City's obligation for payment of this solicitation and ensuing Agreement beyond the current fiscal year end is contingent upon and limited by the availability of City funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the City shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for

any reason, City shall immediately notify Contractor in writing; and the Agreement shall be deemed terminated, have no further force, and effect.

## **8.0 INQUIRIES BY BIDDERS**

Requests for explanation must be submitted via the PublicPurchase.com website by the time designated in the solicitation "Last Day for Questions". The Purchasing Agent, or duly authorized personnel, will post a response to the inquiries via the Public Purchase website.

## **9.0 SPECIFICATION/CHANGES (Request for Bids only)**

Whenever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable. Bidders are encouraged to offer alternatives. However, the City reserves the right to reject those alternatives as nonresponsive.

## **10.0 CANCELLATION OR MODIFICATION OF PROCUREMENT**

- a. The City reserves the right to modify or terminate the solicitation process at any time. The City may amend or modify the project scope of services prior to the award of contract, as necessity may dictate, reject any and all Proposals/Bids/Quotes submitted (and rebid, if necessary), accept any or all Proposals/Bids/Quotes submitted, negotiate with any qualified source, or cancel, in part or in its entirety, this solicitation if it is in the best interest of the City.
- b. The procurement process may be canceled after opening, but prior to award if the City determines that cancellation is in the best interest of the City for reasons (but not limited to) such as:
  1. Inadequate, ambiguous, or otherwise deficient specifications.
  2. The services are no longer required.
  3. Proposals/Bids/Quotes received are at an unreasonable cost.
  4. Solicitation did not arrive in open competition, were collusive, or not submitted in good faith.
  5. The City determines, after analysis of the Proposals/Bids/Quotes that its needs can be satisfied through a less expensive method.
- c. All Proposals/Bids/Quotes will become the property of the City, and all such information submitted in connection to this solicitation becomes public record, and may be disclosed through the Public Records Act. The City shall keep submissions and negotiations confidential until City Council approves the final contract and/or a Purchase Order contract is issued. Proposals/Bids/Quotes may contain financial statements or other information which constitute a trade secret. In order to protect such data from disclosure, please identify the pages by clearly marking the applicable pages as confidential. Please note; disclosure of such data considered confidential by Bidder will only be withheld to the extent that the City determines that disclosure is improper under applicable law. It is important to further note that California law weighs heavily in favor of disclosing records submitted through a solicitation process. The City assumes no responsibility for disclosure or use of unmarked data for any purpose.
- d. This solicitation does not commit the City to award a contract or to pay any costs incurred in the preparation of a Solicitation in response to this request. The City reserves the right to accept or reject any or all Proposals/Bids/Quotes received because of this request, to

negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal/Request for Bid if it is in the best interest of the City.

### **11.0 PUBLIC RECORDS**

All Proposals/Bids/Quotes submitted in response to this solicitation become the property of the City and under the Public Records Act (Government Code section 6250 et. Seq.), are public records, and as such may be subject to public review. However, the Proposals/Bids/Quotes shall not be disclosed until negotiations are complete and recommendation for selection and award is made to the City Council.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Solicitation. Note that under California law, prices submitted in the proposal to a public agency is not a trade secret.

### **12.0 CITY BUSINESS LICENSE**

A business tax certificate is required before conducting any business, trade, profession, enterprise, establishment or occupation within the city limits– even if your business is located outside of the city limits, or you have a business license or tax certificate from another city.

The majority of the City business tax certificate applications are available on line or by calling the Business Tax office 805.385.7817.

### **13.0 WHO NEEDS A BUSINESS TAX CERTIFICATE**

Any person who conducts any business, trade, profession, enterprise, establishment or occupation within the city shall obtain a business tax certificate whether or not the physical business address is in or outside of the City.

The majority of the City business tax certificate applications are available on line (<https://www.oxnard.gov/finance/business-licensing>). You can also apply for a business tax certificate by coming to the Service Center Business Licensing customer service counters in person, calling the Billing and Licensing Division at 805.385.7817, or emailing the Billing and Licensing Division at [ctlicensing@oxnard.org](mailto:ctlicensing@oxnard.org).

### **14.0 WHEN TO GET A BUSINESS TAX CERTIFICATE**

A business tax certificate is required before conducting any business, trade, profession, enterprise, establishment or occupation – regardless of whether your business is located outside of the city limits or you have a business tax certificate from another city.

### **15.0 SUBMISSION OF PROPOSALS/BIDS/QUOTES (Preparation of Responses)**

Before submitting a Solicitation, each Bidder is expected to thoroughly examine the specifications in the solicitation, and all other related contractual documents included in this solicitation, including subsequent amendments to the solicitation. Failure to do so will be at the Bidder's risk, and shall bar the Bidder's obligation to perform if a contract is awarded pursuant to this solicitation.

Each Bidder shall review and complete all the Attachments according to their instructions, and submit them as part of the Solicitation. Each Bidder must be satisfied by personal examination and by such other means as it may prefer, as to the actual conditions and requirements under which the contract will be performed.

The awarded Bidder agrees to extend the same pricing, terms, and conditions as stated in this Agreement to every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the awarded Bidder; and City shall in no way be responsible to the awarded Bidder for other entities' purchases.

#### **16.0 FORMAT**

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents. Proposals/Bids/Quotes must be typed uniformly each section clearly titled with labels identifying each Tabbed section, and each page clearly and consecutively numbered.

#### **17.0 MODIFICATION OF PROPOSALS/BIDS/QUOTES**

Any Bidder who wishes to make modifications to their Solicitation already received by the City must withdraw his/her Solicitation in order to make the modifications. All modifications must be made in ink, properly initialed by Bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Bidder to ensure that modified Proposals/Bids/Quotes are resubmitted before the solicitation submittal deadline.

Bidders are advised that the City reserves the right to amend the requirements of this solicitation prior to the date set for opening of bids, including, but not limited to, extending the Solicitation deadline. Such revisions will be done formally by publishing changes via the Public Purchase website.

#### **18.0 EVALUATION PROCESS (Request for Proposals only)**

The Proposal shall be concise and to the point. A letter format in sufficient detail to allow thorough evaluation and analysis is required. Proposals will be evaluated based on criteria determined to be appropriate by the City, which may include, but not necessarily limited to the following:

- a. Responses to the Request for Proposal for completeness to the requirements.
- b. The quantity and locations of facilities. (If applicable)
- c. Bidder's experience and ability.
- d. Technical capability and project methodology.
- e. Overall cost to the City. In no event will the City be limited to selecting a successful Bidder based solely upon total cost submitted.
- f. References with demonstrated success with similar work to the Scope of Service.
- g. Clarification, Exceptions or Deviations.
- h. Credential/Resumes/Licenses/Certifications.
- i. Contractor's ability to provide future maintenance, repair parts and/or services.
- j. Any other factors the City determines to be appropriate.

All Proposals/Bids/Quotes will be given thorough review. All contacts during the bidding process and review selection phase must contact the City's Purchasing Division Buyer. Attempts by the Bidder to contact any other the City representative may result in disqualification of the Bidder.

All evaluation material will be considered confidential and not released until after award. The City reserves the right to split or make the award that is most advantageous to the City.

#### **19.0 ORAL PRESENTATIONS**

During the evaluation process, the City may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any

questions the City may have on a firm's Proposal. Not all firms may be asked to make such oral presentations.

## **20.0 AWARD OF CONTRACT**

- a. The award of the contract will be made to a responsive and responsible proposer whose Solicitation best meets the needs of the City. The successful proposer will enter into a contract with the City incorporating all prescribed requirements and conditions of this request for Solicitation.

If the successful proposer refuses or fails to execute the contract, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

- b. The City reserves the right to reject any or all responses to this solicitation and to waive any informality or irregularity in this solicitation or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this solicitation, in the best interest of the City. The City reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This solicitation does not commit the City to award a contract, or to procure or contract for services or goods.
- c. The award will be made, in whole or in part, to the responsive, responsible Bidder whose solicitation is most advantageous to the City; price, delivery, and other factors considered.

The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer.

- d. The City reserves and may in its sole discretion, exercise any one or more of the following rights and options with respect to the solicitation selection:
  1. To issue a notice of intent to contract and/or execute a contract for any or all of the items in any Solicitation, in whole or in part, as the City, in its sole discretion, determines to be in the City's best interest;
  2. To discontinue negotiations with any applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the applicant, and to enter into negotiations with any other applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
  3. To rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an applicant, and to issue or not issue a notice of intent to contract to the same or a different applicant and enter into negotiations with that applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;
  4. To elect not to enter into any contract with any applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing the notice of contract opportunity, if the City determines that it is in the City's best interest to do so
  5. To reject any or all offers, to waive any discrepancy, any irregularity, or technicality which the City deems reasonably correctable or otherwise not warranting rejection of the solicitation.
  6. To split or make the award in any manner determined by the City to be most advantageous to the City.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The Proposals/Bids/Quotes of proposers found not to be qualified may be rejected.

## **21.0 BID PROTESTS**

**A.** Non-selected vendors will have one week (7 calendar days) from the date the intent to award notice that is posted to file a formal bid protest to the Purchasing Division.

**B.** This appeal shall be delivered by the vendor in writing through U.S. mail or the buyer's email, and must include the specific facts, circumstances, reasons, and/or basis for the protest.

**C.** All protests shall be in writing and state that the bidder is submitting a formal protest, and the protesting vendor is responsible to assure the protest is received within the protest deadlines. If Purchasing does not receive the protest within one week of the opening of responses, the protest may be rejected. The mailing address for all protests, or the vendor may email the buyer, is:

Physical Address:  
City of Oxnard City Hall  
Purchasing Division  
300 West 3<sup>rd</sup> St.. 3rd Floor  
Oxnard, CA 93030

**D.** Failure to provide the following information could result in rejection of vendor's protest:

1. Company name, mailing address, phone number, and name of company individual responsible for submission of the protest.
2. Email address for communication, clarification, and disposition of the pending protest.
3. The City's bid number, bid title, closing date and proposed award date of the solicitation.
4. The specific action or decision protested.
5. The basis for the protest.
6. Indicate what relief or corrective action the City should make.
7. Vendor must demonstrate that every reasonable effort was made within the schedule provided for this protest to be resolved, and the basis of the protest during the process, including asking questions, seeking clarification, requesting addenda, and otherwise alerting the City to any perceived problems.
8. Protest letters must be signed by an authorized agent of the company or if sent via email; the email must be sent by an authorized agent of the company.

**E.** Grounds for Protest - A formal protest must contain the following to be considered:

1. A specific identification of the statutory or regulatory provision(s), if applicable, that the alleged action is in violation.
2. A specific description of each act alleged to have violated the statutory or regulatory provision(s), if applicable.
3. A precise statement of the relevant facts and identification of the issue or issues needing addressed.

4. Complaints about events or decisions made before the Solicitation deadline.
5. Complaints that the Solicitation unduly constrains competition through improper minimum qualifications or specifications.
6. Complaints that the pre-bid conference was not fair or accessible. Please note that bidders must attend all mandatory pre-bid conferences.
7. Complaints that solicitation questions were not fully or properly addressed by the City.
8. Complaints that the solicitation did not provide adequate information or contained improper criteria.

## **22.0 OTHER TERMS AND CONDITIONS**

The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. The City shall not be liable for any expenses incurred by any proposer prior to issuing the contract. The selected Consultant/vendor will be required to sign and be bound by a City Agreement (“Agreement”). Proposer must meet all insurance requirements found in the Agreement (Separate document).

## **23.0 LIVING WAGE POLICY (If applicable)**

With certain exceptions, the City requires vendors to pay all employees who provide services under a City services agreement in accordance with the Living Wage Policy. That Policy is provided as an exhibit to the contract that is attached. If this work requires the payment of both living wage and prevailing wages, the vendor will pay the higher of the two wages.

The City’s Living Wage Policy is non-negotiable. Any bidder who submits a bid under this RFB has, by doing so, agrees to comply with the Policy.

## **24.0 PREVAILING WAGES (If applicable)**

If the service performed in the RFP is considered a “public work” project, the services are subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8, Division 1, Chapter 8 of the California Code of Regulations (“CCR”). The vendor and all of its subcontractors must pay wages in accordance with the determination of the Director of the DIR. Copies of these rates are on file with the Buyer and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The vendor must post a copy of the DIR’s rates at each job site. This work is subject to compliance monitoring and enforcement by the DIR. The vendor and its subcontractors must furnish certified payroll records directly to the Labor Commissioner. The vendor and its subcontractors are not qualified to bid on, be listed in a bid, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of bid submission. If this work requires the payment of both living wage and prevailing wages, the vendor will pay the higher of the two wages.

## **25.0 SMALL LOCAL BUSINESS PURCHASING PREFERENCE**

Definition: A business entity located within the city’s geographic boundaries, has average annual gross receipts of \$20,000,000 or less, and employs fewer than 100 employees.

(A) The City of Oxnard herein establishes a local preference program for the purpose of promoting economic development by supporting employment and business opportunities within the City.

(B) The local preference program is not applicable to public works projects, professional services and projects funded with state or federal grants.

(C) A small local business shall mean, a business that has its headquarters or a branch office within City limits, and the headquarters or branch office was established prior to the city's request for bids for a particular procurement. The business must possess a current City business license and certificate of occupancy. P.O. Boxes do not qualify as a valid business location.

(D) When soliciting or contracting for goods and services, the Purchasing Agent may give a preference to a small local business, that properly responds to a City solicitation, a not to exceed amount of Five (5%) Percent of the small local business' total net bid price or \$5,000.00 dollars, whichever is lower.

### **26.0 INVESTIGATIONS**

The City may make such investigations as necessary to determine the ability of the bidder to perform the services as required. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that the bidder is qualified to carry out the obligations of the contract.

### **27.0 FEDERAL EXCLUSION LIST (If applicable)**

If the award is federal or State funded, the potential bidder must go to the following website and submit a printout with their proposal that verifies that the contractor is not listed on the Excluded Parties Listing System (EPLS) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). If awarded a contract, the awarded vendor must notify the City immediately if debarred at any time during the contract period.

### **28.0 USE BY OTHER POLITICAL ENTITIES**

The Bidder agrees to extend the same pricing, terms, and conditions as stated in this procurement and ensuing Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the Bidder; and the City shall in no way be responsible to the Bidder for other entities' purchases.

### **29.0 IRAN CONTRACTING ACT CERTIFICATION**

In accordance with Public Contract Code Section 2200 et seq., the City requires that any person that submits a bid or 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, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of 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. The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

**EXHIBIT 1**  
**SECURITY SERVICES FEE SCHEDULE**

City of Oxnard  
Security Services Fee Schedule

**City Locations**

Oxnard Downtown Management District \$\_\_\_\_\_ per month

Oxnard City Library \$\_\_\_\_\_ per month

Downtown Parking Structure \$\_\_\_\_\_ per month

Oxnard Service Center \$\_\_\_\_\_ per month

**Other Security Services (as needed)**

Event Security (unarmed) \$\_\_\_\_\_ per hour

Emergency Services \$\_\_\_\_\_ per hour

Other Fees (specify) \_\_\_\_\_ \$\_\_\_\_\_ per \_\_\_\_\_

Agency Name: \_\_\_\_\_

Agency Phone/Email: \_\_\_\_\_

Agency President or CEO: \_\_\_\_\_

**EXHIBIT 2**

**OXNARD DOWNTOWN MANAGEMENT DISTRICT LOGO**



**GENERAL SERVICE AGREEMENT  
BETWEEN  
THE CITY OF OXNARD AND CITIGUARD, INC.**

**By This General Services Agreement** (“Agreement”), the CITY of Oxnard (“City”) agrees to engage the services of Citiguard, Inc. (“Service Provider”), and Service Provider agrees to perform the services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Service Provider may be individually referred to as “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the City issued a Request for Proposals (RFP), seeking Services to provide Downtown Security Services.

**WHEREAS**, Vendor submitted a proposal dated August 4, 2025 (the “Proposal”) in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP.

**WHEREAS**, Vendor represents that it is fully qualified and licensed to perform the Services required under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees.

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

1. The Recitals set forth above are true and correct and together with any definitions set forth therein are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

**2. SUMMARY DESCRIPTION OF SERVICES.**

This Agreement is for day time security guard services and armed security guard services for the downtown area. Service provider will patrol the downtown area, City facilities such as library, city hall and parking structure and will assist the police department as further described in the scope of services set forth herein.

**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

Citiguard, Inc., a corporation/LLC/LLP of the State of California, located at 22736 Vanowen Street, Ste. 300, West Hills, CA 91307.

**4. TERM OF AGREEMENT:** From (Date): March 1, 2026 To (Date): February 28, 2027

- A. Time is of the essence in this Agreement.
- B. The City shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the General Services Agreement.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All services required of Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

**5. AGREEMENT AMOUNT NOT TO EXCEED:** \$ 2,575,00.<sup>1</sup>

**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-B
- Exhibit D: Living Wage Policy
- Exhibit E: Iran Contracting Certification

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

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

City Designated Representative Name: Miguel Serrato Title: Police Commander Phone: 805-797-5891 Email: Miguel.serrato@oxnardpd.org Address: 251 S. C Street Oxnard, CA 93030	Service Provider Designated Representative: Name: Sami Ullah Title: Sr. Security Consultant Phone: 310-877-0989 Email: Sami@citiguardinc.com Address: 22736 Vanowen Street, Ste. 300, West Hills, CA 91307
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**8. CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Service Provider, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
- B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Service Provider shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 26 of this Agreement.

**9. SERVICE PROVIDER'S SERVICES.**

- A. Service Provider shall perform only the type or category of services as set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Service Provider hereby designates its Project Manager, as set forth in "Exhibit A" as the person responsible for

the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

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

- A. Annual Rate and Fees adjustments must be requested in writing and accompanied by information to substantiate the request for price adjustments. Adjustments are subject to approval by the City. Any allowable request for adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices.

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

- A. Payment Request. Service Provider shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: [invoices@oxnard.org](mailto:invoices@oxnard.org).
- B. Non-Appropriation of Funds. Payments to be made to Service Provider by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated

sufficient funds and shall automatically terminate at that fiscal year's conclusion.

- C. Service Provider's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Service Provider for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Service Provider for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Service Provider and its employees, agents and Subcontracted Service Providers.
- D. Service Provider shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Service Provider or materials or products provided to City by Service Provider, Service Provider shall pay the sales tax. City shall not reimburse Service Provider for sales taxes paid by Service Provider

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

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

**14. TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be

effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Service Provider only for work done by Service Provider up to and including the date of termination of this Agreement unless the termination is for cause, in which event Service Provider need be compensated only to the extent required by law. Service Provider may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' written notice.

**15. [RESERVED].**

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

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

**17. LAWFUL PERFORMANCE.** Service Provider shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates

that may be required in connection with the performance of services under this Agreement.

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

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

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Records and Inspections. The Service Provider shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Service Provider shall, upon completion of all work, submit to the City all information developed in the course of the Service Provider 's services. Service Provider shall, in such time and in such form as the City may require, furnish reports concerning the status of

- services required under this Agreement. Service Provider shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Service Provider by the City.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
  - E. Disclosure of Information. Service Provider shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Service Provider by the City or other information to which the Service Provider has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
  - F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Service Provider in reliance on any Confidential Information disclosed under this Agreement.

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

**21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.** Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written

notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

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

**23. COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Service Provider shall be construed to be both a covenant and a condition.

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

**25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.**

A. As a separate and independent covenant from Service Provider's obligations under this section, Service Provider shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to

comply with any of its obligations contained in this Agreement, Service Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Service Provider's obligation to indemnify and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.

- B. The duty to defend is a separate and distinct obligation from Service Provider's duty to indemnify. Service Provider shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Service Provider of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation negligence or willful misconduct by any of the Indemnitees shall not relieve Service Provider from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Service Provider asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.
- C. The review, acceptance or approval of Service Provider's work or work product by any of the Indemnitees shall not affect, relieve or reduce Service Provider's indemnification or defense obligations. Service Provider waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Service Provider pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The Service Provider's obligations under this Section of the Agreement shall survive the termination of the Agreement.
- D. Service Provider agrees to pay all required taxes on amounts paid to Service Provider under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider shall be solely responsible

for, and shall save City harmless from, all matters relating to the payment of Service Provider's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Service Provider under this Agreement any amount due to City from Service Provider as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

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

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

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

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

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

**30. IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

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

A. If Service Provider is providing Security or Janitorial Services under this Agreement and is employing independent contractors to provide such services to the City, then Service Provider shall provide the City a copy of its agreement with the independent contractors that are performing the services stated in this agreement.

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

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

the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

- 34. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Service Provider shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 35. ADVERTISING AND PUBLICITY.** Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 36. NONDISCRIMINATORY EMPLOYMENT.** Service Provider shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Service Provider understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Service Provider shall be responsible for such subcontractor's compliance with this Section.
- 37. FORCE MAJEURE.** Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural

calamities, riots, or demands or requirements of governmental agencies other than the City.

- 38. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 39. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 40. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 41. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 42. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.
- 43. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 44. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by

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

**45. ACKNOWLEDGEMENT.** By signing below, Service Provider acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Service Provider hereby agrees to full compliance.

**[Signatures on next page]**

**In witness** whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

**CITY OF OXNARD**

**CITIGUARD, INC.**

\_\_\_\_\_  
X Luis A. Mc Arthur, Mayor<sup>2</sup> \_\_\_\_\_ Date  
 Libertad Macias,<sup>3</sup>  
Purchasing Manager

\_\_\_\_\_  
Sami Nomair, President \_\_\_\_\_ Date

\_\_\_\_\_  
Howard Fridkin,<sup>4</sup> \_\_\_\_\_ Date  
Director of Contract & Procurements

ATTEST:

\_\_\_\_\_  
Lourdes A. López, CITY Clerk \_\_\_\_\_ Date  
(only if Mayor signs)

APPROVED AS TO FORM:

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

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

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

<sup>4</sup> The City requires the following for any contract:

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

## EXHIBIT A

### GENERAL SERVICE AGREEMENT (City of Oxnard and Citiguard, Inc.)

#### SCOPE OF SERVICES

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PROJECT MANAGER: Miguel Serrato, Police Commander. Phone: 805-797-5891  
Miguel.serrato@oxnardpd.org.

The vendor to provide the services listed below for the following locations:

#### **OXNARD DOWNTOWN MANAGEMENT DISTRICT - ODMD**

The schedules for unarmed uniformed patrol persons in the ODMD are driven by available funding and security demands. These schedules are subject to change and will be agreed upon by the City and Vendor. The total hours per week may range from 136 up to 280.

- Overnight patrol may consist of one uniformed district safety officer who may be on site from 12:00AM to 8:30AM seven days per week with an unpaid 30-minute meal break.
- Day shift patrol may consist of one uniformed district safety officer who may be on site from 8:30AM to 5:00PM seven days per week with an unpaid 30-minute meal break.
- Swing shift patrol may consist of one uniformed district safety officer who may be on site from 3:30PM to 12:00AM seven days per week with an unpaid 30-minute meal break.
- Support shift patrol, Friday and Saturday, may consist of one uniformed district safety officer who may be on site from 10:00PM to 4:30AM two days per week, Friday and Saturday, with an unpaid 30-minute meal break. (16 hours per week).
- Support shift patrol, Tuesday through Saturday, may consist of one uniformed district safety officer who may be on site from 12:00PM to 8:30AM two days per week, Friday and Saturday, with an unpaid 30-minute meal break. (40 hours per week).

Patrol will occur by a variety of means, including foot patrol, bicycle patrol, vehicle patrol, and video surveillance, throughout the ODMD Area with a focus on the Parking Structure (300 block of South B Street) and Centennial Plaza (400 Block of South B Street).

Currently, District Safety consists of one supervisor working 40 hours per week, and a combination of security officers working 96 hours per week.

The schedule below represents a sample week of District Safety coverage total 136 hours per week:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Supervisor	1500-2300	Off	Off	0700-1500	1500-2300	0700-1500	0700-1500	40
Officer	1830-0230	1500-2300	1500-2300	Off	Off	Off	0900-1700	32
Officer	0700-1500	Off	0700-1500	1500-2300	Off	Off	1700-2300	32
Officer	Off	0700-1500	Off	Off	0700-1500	1500-2300	1700-2300	32

**DOWNTOWN PARKING STRUCTURE**

Security Guard Services will be required 24 hours a day, 7 days a week for the Downtown Parking Structure. Security Services staff will patrol all 4 levels of the parking structure, including elevator lobbies, all stairwells, parking structure perimeter, and general parking structure areas.

Security Guard Services to provide security officers to support on demand requests. This would include planned and unplanned events across the City of Oxnard. Security services may require support over a 24-hour period, or to support planned City events.

Note: Hours of security support may be reduced based on need or available budget.

**OXNARD PUBLIC LIBRARY**

The main Oxnard Public Library (OPL) located at 251 S. “A” Street is owned and operated by the City of Oxnard. The OPL is a 72,000 square foot building which has two main public doors at both the “A” Street side and Parking Lot/Civic Center side, a staff entrance, and a loading dock. It includes administrative workspace, public indoor and outdoor patio space, public restrooms, public meeting space, and a gift shop. Its proximity to the City’s Civic Center, Transportation Center (approximately two blocks), Plaza Park (three blocks), the Winter Warming Shelter (eight blocks), and Heritage Square (four blocks) situate the OPL in a high traffic area. The OPL is open to the public Monday through Thursday 9:00 AM to 8:00 PM, Saturday from 9:00 AM to 5:30PM. Each year the OPL serves approximately one quarter of a million patrons.

The schedule for unarmed uniformed patrol persons at the Oxnard Public Library is driven by available funding, security demands, and hours of operation. This schedule is subject to change and will be agreed upon by the City and Vendor. The total hours per week may range from 40 hours to 60 hours, including their 30-minute unpaid lunch depending on the need. The current schedule for uniformed patrol persons at the Oxnard Public Library is as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Officer	0850-1740	Closed	1205-0830	1205-0830	1205-0830	1205-0830	Closed	40

The following responsibilities apply to those patrol persons assigned to the Oxnard Public Library:

- Whenever possible, the PPO shall provide guard services without interruptions. The same guard(s) shall provide the services daily. In the case of interruptions in service, including, but not limited to, absenteeism, the PPO must provide a replacement in a reasonable amount of time that will cover agreed-upon Library hours. Additionally, the PPO must notify the Library immediately upon receiving a tardy notice from the scheduled guard(s).
- An extra hours bank of 40-50 hours that can be used for library-set training, or if a guard is held over their schedule to finish up an incident.
- Security company must ensure guard has a fully functional and working phone that includes at minimum, call, text, internet, photo/video and media sharing.
- Follows library policies and procedures for expectations, protocols, rounding, incidents, reporting, and so on. Onboarding of guards for library specific policies and procedures would include going over these. Additional trainings and certificates may be assigned by the Library Manager or delegate throughout the guard’s employment.
- Security Guard must be of a temperament to work and communicate with compassion with adults, teens, and children of all ages and be capable of deescalating incidents and controlling a crowd in all circumstances.

**OXNARD SERVICE CENTER**

The Oxnard Service Center is located at 214 S. “C” Street, and is also owned and operated by the City of Oxnard. The Service Center has two main public doors at both the “C” Street side and the Parking Lot/Civic Center side, and three staff entrances, two of which are located on the east side of the building and the other on the northwest corner. There are two employee break rooms located on the southwest and northwest corners of the building, respectively. There is an employee patio area with an external gate on the northwest corner. There are public restrooms in the lobby and employee restrooms in the north and south wings. There are three conference rooms located off of the lobby. There is a Development Services counter on the south side of the lobby which provides service to Oxnard residents in the area of planning, building, development, engineering, public improvement inspections, traffic engineering, and transportation planning.

The north side of the lobby is occupied by staff from the city’s Billing and Licensing Division, staff from Community Development Department, and staff from Public Works Department, providing service to the residents and business community, including conducting City-related payments for utility billing and business licensing, cash, check, and credit card handling services, Code Compliance inspection, and Traffic Engineering Services. The payment windows are equipped with glass partitions above a solid surface counter. There is a payment drop box located outside of the lobby entrance facing the Parking Lot/Civic Center side. All employee entrances are

accessed by use of City issued card key. The lobby has a high volume of foot traffic of City employees and the public each business day Monday through Thursday 8:00 AM to 6:00 PM and every other Friday 9:00 AM to 5:00 PM.

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday *	Total Hours
Officer	Closed	Closed	0745- 1830	0745- 1830	0745-1830	0745- 1830	0745- 1730*	52.75

\*Service Center is closed every other Friday; no patrol is necessary on closed Fridays

The following responsibilities apply to those patrol person(s) assigned to the Oxnard Service Center:

- The patrol person receives general supervision from the Service Center Management.
- Provide a high visibility representative of the Service Center for patrons and visitors.
- Provide assistance to the Service Center staff and management in handling visitors with aggressive or abusive behaviors or language when interacting with the staff and/or management, including escorting such visitors out of the Service Center when they refuse to stop such behaviors or language toward the Service Center staff or management upon verbal warning. And if the situation escalates, contact the Oxnard Police Department for further assistance.
- Offer customer service to those who ask for it, and those who may look as if they need assistance.
- Identify those persons who may be suspicious and alert staff and/or authorities as necessary.
- Deter crime and misconduct through high-visibility patrols and interactions with suspicious individuals.
- Report violations of the law to police.

Offices are closed all designated city holidays; however, certain employees may be staffed inside during off hours.

**PATROL PERSON RESPONSIBILITIES**

The assigned patrolperson will:

1. Patrol assigned areas as required for each location.
2. Ensure appropriate communication with vendor supervisors or corporate offices.
3. Observe and report any violations, illegal or hazardous activities and/or items to law enforcement immediately.
4. Provide information as directed to employees, the public, and visitors of the Central Business District, Library, Service Center and Parking Structure.
5. Deter crime and misconduct through high-visibility patrols and interactions with suspicious individuals. Expel unruly persons and report more serious offenders to law enforcement.

6. Deter loss, damage, or misuse of the property.
7. Monitor activity occurring within Oxnard Downtown Management District.
8. Investigate any suspicious activity and notify law enforcement when appropriate.
9. Assist fire department, medical services, and police agencies as necessary.
10. Maintain and update the security procedures manual, commonly known as "Post Orders."
11. Maintain a professional appearance at all times.
12. Provide a daily log noting exceptional events and observations.
13. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing on City property.
14. Report incidents of graffiti, vandalism, lighting outages and other issues affecting public safety to designated responsible agencies for repair.
15. Upon request, ensure staff safely reach their vehicles.
16. Deal effectively and properly with disruptions in a respectful and tactful manner; proactively prevent disruptions.
17. Perform other duties as required to maintain effective and efficient security.

### **VENDOR RESPONSIBILITIES**

1. Vendor will provide adequate supervision for all patrol persons.
2. Vendor to ensure coverage is provided for planned break and lunch times.
3. Location of guard tour patrols and frequency of patrols will be agreed upon by the Vendor and City.
4. Vendor shall provide copies of guard tour logs and daily post logs bi-weekly to the City's facilities manager and Police Department, and at any time upon demand.
5. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
6. Each security officer and supervisor assigned to this project must be able to speak, read, and write in English.
7. Vendor employees assigned to this project may be required to submit to a Live Scan and criminal history check performed by the Oxnard Police Department at City's expense with or without notice.
8. At least one patrol person on site must be bilingual in English and Spanish. Bilingual capabilities in English and Spanish are desirable for patrolpersons.
9. Vendor will work cooperatively with the Oxnard Police Department to develop protocols for employees to take action required to handle incidents on City property.
10. The Vendor shall provide written summaries of incidents involving habitual offenders known to the patrol staff, persons or situations causing a concern for public safety, or violence. The written summaries will be transmitted to the Oxnard Police Department's office assigned to the patrol for the Oxnard Downtown Management District, Oxnard Public Library, Service Center and the Parking Structure.
11. The City reserves the right to reject Vendor employees with or without cause.

## **REPORTS OF VIOLATIONS OF LAWS**

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such reports may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

Vendor shall comply with the following private patrol operator regulations:

### **Badges/Insignia**

1. The Chief of Police or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or be readily mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

### **Uniforms**

1. No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
2. No patrol person shall wear or be required to wear a uniform shirt which is similar to, or may be mistaken for the uniform shirt of a local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown) or a similar color or hue.
3. When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "Private Security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "Private Security". The Oxnard Downtown Management District logo will be affixed on the upper right breast of the uniform (See Exhibit 2). Across the back to the outermost garment will be permanently marked "District Safety" in a high-contrast color in standard sans-serif characters no smaller than two inches in height.
4. The Chief of Police or designee may authorize a special uniform blazer apparel for a patrol person or uniformed in-house security guard working a fixed post at a specific location, e.g., commercial building lobby and not assigned to a foot or vehicle patrol

assignment. The uniform blazer typically consists of a light weight, single-breasted jacket with the insignia or uniform patch affixed over the breast pocket.

#### Vehicles

1. Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.
2. The private patrol operator license number, prefaced with the letters “PPO”, will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.
3. Any vehicle used for private patrol must be marked permanently with the words “Private Security” or “Security Patrol” on the rear and both sides of the vehicle. The Oxnard Downtown Management District logo shall be affixed to the front driver and passenger side door (see Exhibit 2)
4. Any required vehicle lettering pursuant to this section shall:
  - a. Consist of a standard sans-serif font with characters no smaller than two inches in height.
  - b. The lettering must be in a high contract color with the background color where affixed.

#### **OTHER SECURITY SERVICES (AS NEEDED)**

The city may require on-call security services for city events or emergency services on an as-needed basis. The city reserves the right to add or remove locations as deemed necessary.

**EXHIBIT B**

**GENERAL SERVICE AGREEMENT  
(City of Oxnard and Citiguard, inc.)**

**SCHEDULE OF COMPENSATION**

**SECURITY SERVICES FEE SCHEDULE**

**City of Oxnard Security Services Fee Schedule**

**City Locations**

Oxnard Downtown Management District \$24.00 per hour \$ 15,010.67 per month

Oxnard City Library \$24.00 per hour \$ 4160.00 per month

Downtown Parking Structure \$24 per hour \$ 17,736.00 per month

Oxnard Service Center \$24.00 per hour \$ 5408.00 per month

Security Services Supervisor \$29.00d)

Event Security (unarmed) \$ 29 per hour

Emergency Services \$ 29 per hour

Other Fees (specify) Vehicle patrol \$ 30 per hour

**SECURITY SERVICES FEE SCHEDULE**

**City of Oxnard Security Services Fee Schedule**

**City Locations**

Oxnard Downtown Management District \$ 180,128 per year

Oxnard City Library \$ 49,920 per year

Downtown Parking Structure \$ 212,832 per year

Oxnard Service Center \$ 64,896 per year

“This contract shall not exceed \$2,575,000.00 for the entire 5-year term of the contract”

**EXHIBIT C**

**GENERAL SERVICES AGREEMENT  
(City of Oxnard and Citiguard)**

**INSURANCE REQUIREMENTS**

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**Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.**

**EXHIBIT D**

**GENERAL SERVICES AGREEMENT  
(City of Oxnard and Citiguard, Inc.)**

**LIVING WAGE POLICY**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Service Provider shall compensate any employee of Service Provider who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Service Provider agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.
- D. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

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

Service Provider shall compensate any employee of Service Provider who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

**EXHIBIT E**

**GENERAL SERVICES AGREEMENT  
(City of Oxnard and Citiguard, Inc.)**

**IRAN CONTRACTING ACT CERTIFICATION**  
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 Institute (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 No. 32600276

**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 Institute (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 \_\_\_\_\_



Response to:

**RFP NO. 25-140 SECURITY SERVICES**  
**FOR THE OXNARD DOWNTOWN MANAGEMENT DISTRICT**

July 31, 2025

Howard Fridkin,  
Director of Contracts and Procurements  
Citiguard, Inc.  
22736 Vanowen St., Ste. 300  
West Hills, CA 91307

Patricia Garcia  
City of Oxnard  
300 W. Third St., Suite 202  
Oxnard, CA 93030

Dear Ms. Garcia,

On behalf of Citiguard, Inc., I would like to express our sincere appreciation for the opportunity to submit our proposal for unarmed security guard services for the City of Oxnard. We understand the vital role that safety and professionalism play in maintaining public trust, and we are proud to present a comprehensive security solution tailored specifically to the City's designated service areas—including the Oxnard Downtown Management District (ODMD), the Downtown Parking Structure, the Oxnard Public Library, the Oxnard Service Center, and additional on-call support for City events or emergency needs.

Citiguard is a California-based, full-service private security firm with over 18 years of experience delivering consistent, high-quality protection for municipalities, transportation hubs, public libraries, and civic centers throughout the state. We are submitting to this RFP because we believe our background aligns directly with the City's needs—not only in scope but also in complexity, sensitivity, and scale.

Our personnel are BSIS-certified and rigorously trained in de-escalation, emergency response, crowd management, and trauma-informed public engagement—essential qualities for managing the unique dynamics of downtown corridors, high-traffic municipal buildings, and facilities frequented by transient populations. Many of our officers come from military or law enforcement backgrounds and are further trained to reflect the values of compassion, courtesy, and professionalism that the City of Oxnard expects.



We currently serve a wide range of public sector clients, including the Bakersfield Police Department, the City of Torrance, the County of Orange/Santa Ana, and Los Angeles County Probation, along with various city libraries and school districts. These long-standing relationships underscore our capacity to provide scalable, responsive, and mission-aligned security services under demanding conditions.

We are honored to be considered for this critical role and stand ready to deliver a proactive, visible, and community-conscious security presence across all designated Oxnard locations. Thank you for your time and consideration. We look forward to the opportunity to partner with you in keeping the City of Oxnard safe and secure.

Best Regards,

*Howard Fridkin*

Howard Fridkin,  
Director of Contracts and Procurements  
Authorized to execute documents on behalf of Citiguard, Inc.

800-613-5903  
howard@citiguardinc.com



**RFP No. 25-140**  
**Security Services for the Oxnard Downtown Management District**

**Responding with Precision and Innovation for**

**City of Oxnard**

**Strategic Excellence Unveiled**

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**Appendices** (attached):

- 1. SECURITY SERVICES FEE SCHEDULES**
- 2. CERTIFICATION**
- 3. DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM**

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- 4. NON-COLLUSION DECLARATION**
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- 12. CITIGUARD W-9**
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## COMPANY INFORMATION

**Name of Business/Company:** Citiguard, Inc.

**Business/Company Address:** 22736 Vanowen St., Ste. 300, West Hills, CA 91307

**Number of Years in Business under the present business name/**

**Number of years of experience providing the proposed, equivalent or related services:** 18 years

**Person(s) authorized to sign contracts for the business entity:** Howard Fridkin, Director of Contracts and Procurements, Sami Nomair, President and Aurora Olmos, Senior Account Manager / available office number: 800-613-5903

**Telephone Number(s):** 800-613-5903

**E-mail Address:** howard@citiguardinc.com

**Website Address:** www, citiguardinc.com

**Federal Tax ID Number:** 90-1003623

**Type of Business:** S Corporation

## REFERENCES

Citiguard takes pride in delivering exceptional security services to a distinguished roster of clients across diverse sectors, including city, state, and federal government agencies, as well as high-profile organizations. Our unwavering commitment to excellence, reliability, and professionalism has earned the trust of these esteemed partners. Below is a selection of the valued clients who have entrusted Citiguard with their security needs, showcasing our proven dedication to ensuring safety and peace of mind for all those we serve.

**LOS ANGELES COUNTY PROBATION DEPARTMENT** (2 locations)  
**BARRY J. NIDORF JUVENILE HALL**  
16350 Filbert St. Sylmar, CA 91342

**LOS PADRINOS JUVENILE HALL**  
7285 Quill Dr. Downey, CA 90242

(cont'd.)

Contact person: Nicholas Esparza, Director  
Tel: (323) 804-6152  
Email: [nicholas.esparza@probation.lacounty.gov](mailto:nicholas.esparza@probation.lacounty.gov)

Start date: September 5, 2023  
Term of Contract: Ongoing  
Contract amount: \$6,000,000.00

Service (both locations):

We provide comprehensive security coverage across multiple locations with a dedicated team of 96 highly trained security officers. Our personnel adhere to stringent security protocols, utilizing metal detectors to conduct thorough screenings of staff, inmates, and visitors, ensuring that all individuals entering the facilities are properly vetted.

Our armed security officers maintain a 24/7 presence, actively monitoring and patrolling facility entrances. They meticulously document staff and visitor movements, maintaining detailed records to uphold the highest standards of safety, accountability, and compliance.

Beyond entrance security, we deploy security golf carts for continuous perimeter patrols, enhancing visibility and response capabilities. This proactive approach ensures that all areas remain secure, well-monitored, and prepared for any potential threats.

#### **BAKERSFIELD POLICE DEPT.**

1600 Truxtun Avenue, Bakersfield, CA 93301

Contact Person: Nicole Anderberg, Director  
Tel: (661) 326-3978  
Email: [nanderberg@bakersfieldpd.us](mailto:nanderberg@bakersfieldpd.us)

Start date: February 13, 2023  
Term of contract: Ongoing  
Contract amount: \$1,090,297.00

Service:

Citiguard operates a fleet of patrol vehicles providing 24/7 security coverage for Bakersfield's downtown area. Our high-visibility patrols ensure constant surveillance, rapid incident response, and the safety of city staff, residents, and visitors.

(cont'd.)

Officers are trained in advanced de-escalation techniques to diffuse volatile situations involving criminal behavior, transient populations, and potential fire or public safety threats. In aggressive scenarios, Citiguard officers coordinate seamlessly with the Bakersfield Police Department, leveraging a strong partnership for immediate intervention. Our proactive approach, focusing on deterring criminal activity and maintaining public safety, has significantly enhanced the security landscape in the downtown district.

### **ARCADIA PUBLIC LIBRARY**

20 W. Duarte Road, Arcadia, CA 91006

Contact person: Samantha Alba, Library Services Manager

Tel: (626) 821-4364

Email: [salba@arcadiaca.gov](mailto:salba@arcadiaca.gov)

Start date: July, 2023

Term of contract: Ongoing

Contract amount: \$77,940.00

#### **Service:**

Citiguard provides vigilant monitoring and proactive patrol services to ensure the safety and comfort of library staff, patrons, and visitors. Our assigned security officer is professionally trained in de-escalation techniques and responds effectively to disruptive or unauthorized individuals, maintaining a secure, welcoming environment for all.

### **COMPANY PROFILE**

Citiguard, Inc. is a California-based, full-service private security firm established in 2007 and licensed by the Bureau of Security and Investigative Services (BSIS) as a Private Patrol Operator (PPO). For over 18 years, we have successfully delivered high-impact security solutions to municipal governments, state agencies, school districts, healthcare providers, critical infrastructure, and the transit sector.

We are submitting this proposal to the City of Oxnard because the scope of services—ranging from downtown patrol and public library security to armed coverage at the Oxnard Service Center—mirrors the multifaceted, public-facing assignments we currently manage across California. Our success in these settings is rooted in professionalism, community sensitivity, and operational precision.

## **Strength and Stability of the Company**

Citiguard proudly employs over 1,050 BSIS-certified security officers and more than 180 administrative, compliance, and support staff, across 12 regional office locations, which include: West Hills (Corporate Headquarters), Los Angeles, Irvine, Rancho Cucamonga, San Diego, Bakersfield, Fresno, Sacramento, Oakland, San Francisco, Redding, and Oroville.

This wide-reaching infrastructure enables rapid mobilization, field supervision, and operational coverage across the entire state. Because of our internal workforce strength, Citiguard does not utilize subcontractors. All guards are direct employees—fully trained, background checked, and supervised by our in-house management. This guarantees uniformity in performance, accountability, and alignment with client standards.

## **Overview of Capabilities Related to the Project Scope**

Citiguard is fully equipped to fulfill the City of Oxnard's security needs across the Downtown Management District, parking structures, libraries, the Oxnard Service Center, and special events. Our services include:

- Unarmed foot, bike, vehicle, and surveillance-supported patrols
- Armed security coverage for higher-risk civic and institutional facilities
- Digital GPS-tracked reporting systems via our proprietary CitiTrac platform
- De-escalation and mental health awareness training for all field personnel
- Spanish-English bilingual staffing prioritized for public-facing roles
- Experience with transient population interaction, supported by over a decade of collaboration with outreach agencies including LAHSA, PATH, Mercy House, and Hope of the Valley

## **Armed Security Experience**

Citiguard deploys highly vetted, BSIS-certified armed officers for high-risk or mission-critical environments. Our armed teams are trained in:

- Firearm safety and retention
- Use-of-force protocols and liability mitigation
- Threat assessment and crowd control
- Active shooter preparedness and emergency response coordination

We currently provide armed security for:

- Los Angeles County Probation Department – secure facility coverage and controlled access enforcement
- Union Pacific Railroad – mobile and fixed-site protection for high-risk rail operations

- Primstor (shopping centers and malls) – high-traffic, multi-tenant properties requiring public-facing armed deterrence
- Pasadena Unified School District – armed officers for after-hours events, board meetings, and threat response
- Three Riverside County Sheriff's Department sites – specialized armed patrol for civic and administrative offices

These challenging environments demand not only technical skill, but tact, reliability, and situational judgment—all of which are standard in our officer training programs.

### **Special Event Security Experience**

In addition to fixed and mobile assignments, Citiguard has a proven record of special event coverage:

- CalExpo State Fair – Full-service event security, including admissions, traffic control, and crowd management
- Public School Events – Graduation ceremonies, homecoming games, fundraisers, and sporting events across multiple districts
- Breeders' Cup World Championships (2023 & 2024) – Successfully deployed over 100 officers each year to manage visitor screening, access control, parking, and grounds patrol—zero incidents reported in either year

### **Public-Sector and Transit Experience**

Citiguard is trusted by numerous public agencies for long-term security partnerships:

- **City & County Clients:**
  - City of Pasadena
  - City of Carlsbad
  - County of Orange (Santa Ana)
  - Sonoma County Sheriff's Department
  - Butte County Sheriff's Department
  - Bakersfield Police Department
  - County of Los Angeles Department of Public Health
  - California Department of Corrections and Rehabilitation
  - California Lottery Association

- Kern Health Systems
- **Libraries & Schools:**
  - Santa Ana Public Libraries
  - Pasadena, San Gabriel, Fresno, and Las Virgenes Unified School Districts
- **Transit & Transportation:**
  - Monterey-Salinas Transit District
  - Shasta County Transit District
  - Golden Empire Transit District
  - Redlands Railway (Arrow Line)
  - Riverside Transit Agency
  - Union Pacific Railroad
  - Marin County Airport
  - Alameda Ferry Terminals
- **Environmental & Industrial Protection:**
  - Partnered with Vulcan Materials Company for land and property protection across environmentally sensitive and industrial landscapes

### **Why Citiguard is the Best Choice for Oxnard**

Citiguard is more than a security provider—we are a trusted extension of your municipal operations. The City of Oxnard deserves a partner who is:

- Experienced in both unarmed and armed civic deployments
- Culturally and operationally responsive to public-facing environments
- Technologically advanced and logistically nimble
- Able to ensure patrol continuity and public confidence through direct, in-house staffing only

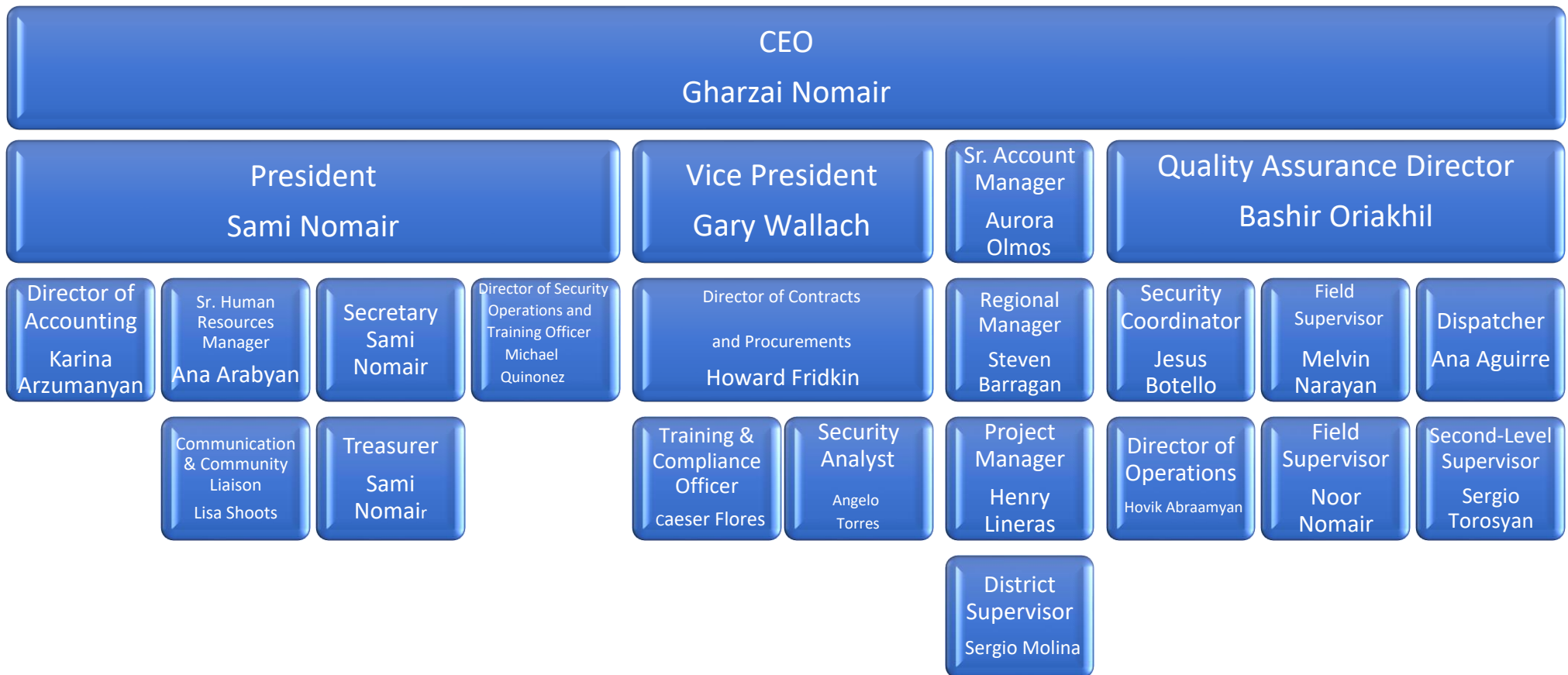
Our local presence, bilingual staff, 24/7 operational capacity, and dedication to community-first security make us uniquely suited to support Oxnard's public safety goals.

### **Company Hierarchy and Key Leadership**

- Sami Nomair – President & CEO
- Gharzai Nomair – Chief Executive Officer
- Gary Wallach – Vice President
- Ana Arabyan – Director of Human Resources
- Karina Arzumanyan – Director of Accounting and Training

- Ceaser Flores – Compliance Officer
- Steven Barragan – Regional Manager (Contract oversight for Oxnard)
- Aurora Olmos – Senior Account Manager (Day-to-day liaison for City personnel)
- Bashir Oriakhil – Director of Quality Assurance

**ORGANIZATIONAL CHART**



## PROJECT EXPERIENCE

Citiguard, Inc. has a long-standing history of successfully delivering comprehensive security services to municipalities, public agencies, transit authorities, and high-traffic civic facilities across California. Our experience includes contracts that closely mirror the scope, scale, and operational demands outlined in the City of Oxnard's RFP—ranging from downtown patrol and library security to armed coverage at civic centers and special event support.

The following project examples highlight Citiguard's ability to provide consistent, high-quality service in environments requiring professionalism, public engagement, de-escalation capabilities, and seamless coordination with city staff and law enforcement partners. These contracts demonstrate our expertise in managing complex schedules, diverse populations, and multi-location assignments while maintaining a visible, approachable, and effective security presence.

### **PASADENA USD**

351 S Hudson Ave., Rm 102, Pasadena, CA 91009

Contact name: Julianne Reynoso, Assistant Superintendent, Student Wellness and Support  
Tel: (626) 396-3600 ext. 88238  
email: reynoso.julianne@pusd.us

Start date: December 1, 2023  
Term of contract: Ongoing  
Contract amount: \$538,284.00

#### Service:

Citiguard deploys three dedicated armed patrol vehicles to actively traverse and monitor 28 Pasadena Unified School District sites, including schools, libraries, community centers, children's facilities, administrative offices, and district buildings. Our security teams respond promptly to on-campus emergencies, secure gates and access points, de-escalate incidents involving criminal or disruptive behavior, remove unauthorized individuals, and coordinate with local law enforcement when intervention is required for aggressive or unlawful conduct.

### **VULCAN MATERIAL COMPANY**

16013 E Foothill Blvd, Irwindale, CA 91702

Contact Person: Shannon Pedroza, Sourcing Lead, Western Division  
Tel: (626) 513-5521  
Email: pedrozas@vmcmail.com

(cont'd.)

Start date: July, 2024  
Term of contract: Ongoing  
Contract amount: \$2,300,000.00

**Service:**

Citiguard provides blanket security services across 45 Vulcan Materials locations in California, encompassing quarries, asphalt plants, ready-mix sites, offices, and distribution centers. With a team of 75 highly trained security officers, we deliver both on-site and vehicle patrols, ensuring coverage in remote and high-risk areas. Our guards are proficient in enforcing safety protocols, managing access control, and de-escalating conflicts, particularly with transient populations that often pose challenges. By maintaining strong relationships with local law enforcement, we facilitate swift emergency responses when necessary. Citiguard's efforts safeguard Vulcan's employees, assets, and surrounding communities, ensuring uninterrupted operations and a secure environment.

**CALIFORNIA LOTTERY ASSOCIATION**

700 North 10th St. MS: 4-3, Sacramento, CA 95811

Contact person: Jennifer Tointon-Painter  
Phone: (916) 247-9182  
email: [jtointon-painter@calottery.com](mailto:jtointon-painter@calottery.com)

Start date: March 7, 2024  
Term of contract: Ongoing  
Five year contract amount: \$12,500,000.00

**Service:**

Citiguard deploys 50 security officers to safeguard 12 California Lottery locations statewide. Our team conducts routine patrols, enforces access control measures, and ensures a visible security presence. Officers are trained to manage high-security environments effectively, addressing potential threats while maintaining a professional demeanor. Citiguard's close collaboration with local law enforcement enables rapid response to emergencies, providing a secure environment for staff, visitors, and customers. This contract demonstrates Citiguard's ability to handle high-profile, multi-location security operations with precision and professionalism.

**PATH (multiple locations)**

340 N. Madison Ave., Los Angeles, CA 90004

(cont'd.)

Contact person: Tescia Uribe  
Tel: (213) 446-5002  
Email: [tesciau@epath.org](mailto:tesciau@epath.org)

Start date: December, 2022  
Contract amount: \$ 4 million  
Term of contract: Ongoing

**Service:**

Citiguard provides 16 professionally trained unarmed security officers on a 24/7 rotational schedule to patrol, monitor, and control access across PATH facilities. Our personnel maintain detailed logs of all resident entries and exits, ensuring accountability and adherence to site protocols. Officers are specially trained in verbal de-escalation, behavioral recognition, and non-violent intervention techniques—allowing them to manage disruptive behavior with professionalism and empathy. Through a visible and respectful presence, our team fosters a safe, secure, and supportive environment for residents, staff, and visitors alike.

**2023 BREEDERS' CUP SANTA ANITA PARK**

285 W Huntington Dr. Arcadia, CA 91007

Contact name: Don Ahrens, Manager  
Tel: 281-914-2579  
email: [don.Ahrens@pennentertainment.com](mailto:don.Ahrens@pennentertainment.com)

Event dates: Nov. 3 & 4, 2023

Contract amount: \$554,351.00

**Service:**

76 guards ensure the safety and security of all attendees. They diligently patrol access points, verify credentials, and maintain order in the midst of crowds. Their expertise allows them to manage crowd flow efficiently and respond promptly to any emergencies that arise. Beyond their security duties, they also serve as ambassadors of hospitality, ensuring that participants have a safe and comfortable experience throughout the event.

Citiguard's security team underwent specialized training to proactively handle a wide range of emergency scenarios, including medical incidents, power outages, fires, earthquakes, suspicious packages, and active shooter situations.

(cont'd.)

This rigorous preparation ensured our guards were equipped to respond swiftly and effectively, prioritizing the safety and security of all attendees at the 2023 & 2024 Breeders' Cup.

**2024 BREEDERS' CUP DEL MAR**

2260 Jimmy Durante Blvd., Del Mar, CA 92014

Contact name: Don Ahrens, Manager  
Tel: 281-914-2579  
email: don.Ahrens@pennentertainment.com

Service dates: October 23 – November 4, 2024

Contract amount: \$908,703.00

**Service:**

Citiguard demonstrated its unparalleled expertise in special event security with a team of 86 elite professionals ensuring safety and exceptional service at this iconic event. From efficiently managing access points and verifying credentials to maintaining order and expertly handling crowd flow, our guards delivered seamless operations while responding swiftly to any emergencies.

For the second time in servicing this prestigious event, Citiguard's team embraced their role as ambassadors of hospitality. By fostering a welcoming atmosphere, they elevated the overall guest experience with professionalism and proactive service. Their efforts upheld the prestige of Del Mar and the Breeders' Cup, guaranteeing a safe, seamless, and unforgettable event for all attendees.

**MARIN COUNTY AIRPORT**

451 Airport Rd, Novato, CA 94945

Contact person: David Lawlor, Purchaser  
Phone: (415) 473-4217  
Email: david.lawlor@marincounty.gov

start date: August, 2024  
Term of contract: Ongoing  
Annual contract amount: \$128,026.00

(cont'd.)

**Service:**

Citiguard provides nightly security at Marin County Airport (Gross Field), patrolling the facility from 20:00 (8:00 PM) to 06:00 (6:00 AM), seven days a week. The team reports unlawful activities and emergencies to the appropriate agencies and the County Airport Manager. In cases of public emergencies or incidents like fire, theft, or vandalism, Citiguard promptly notifies the Airport Manager or, if unavailable, contacts emergency responders and documents the events. An all-weather patrol vehicle with adequate lighting is used for night monitoring. A nightly email report is sent to the Airport Manager, and employees at secure access points are screened with metal detectors.

**PRIMESTOR** (Property Development Company)

9450 Jefferson Blvd., B2, Culver City, CA 90232

Contact person: Marie Galindo

Tel: (310) 652-1177 / 213-223-5519

Email: [mgalindo@primestor.com](mailto:mgalindo@primestor.com)

Start date: April, 2015

Contract amount: \$ 1.5 million

Term of contract: Ongoing:

**Service:**

Citiguard currently deploys 30 armed security officers, providing 24/7 coverage across six high-traffic Primstor retail centers. Our officers conduct continuous vehicle and foot patrols, actively monitor each property for safety concerns, and respond immediately to incidents involving criminal behavior, theft, or loitering.

Trained in de-escalation tactics, situational awareness, and respectful engagement, our team works to deter unlawful activity while maintaining a welcoming environment for tenants, employees, and customers. When necessary, officers are authorized to eject disruptive or non-compliant individuals in accordance with California law and property management protocols.

This contract reflects Citiguard's strength in armed retail security, tenant coordination, and our ability to manage complex, multi-site operations with professionalism and precision.

## APPROACH, UNDERSTANDING, AND LEVEL OF EFFORT

Citiguard fully understands that the City of Oxnard is seeking a reliable, professional, and community-conscious partner to provide unarmed and armed security services across multiple public-facing environments—including the Oxnard Downtown Management District, Downtown Parking Structure, Oxnard Public Library, Oxnard Service Center, and during planned or emergency city events. These assignments demand not just traditional security patrols, but also active public engagement, situational de-escalation, and adaptive problem-solving in areas that see high pedestrian traffic, transient populations, and diverse community interactions.

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### **Key Challenges and Citiguard’s Strategic Solutions**

#### **1. Maintaining Public Safety While Preserving a Welcoming Environment**

Challenge: Oxnard’s civic facilities and downtown core must remain open, inclusive, and accessible—especially to families, business owners, library patrons, and the unhoused. The security presence must promote safety without creating a sense of intimidation or exclusion.

#### **Citiguard’s Approach:**

We deploy uniformed officers trained in trauma-informed care, de-escalation, and mental health awareness, ensuring every interaction is handled with respect and restraint. Officers are trained to recognize behavioral health indicators and use verbal intervention techniques before resorting to enforcement. This aligns directly with the City’s emphasis on addressing public nuisances early and diplomatically.

#### **2. Managing Transient and Homeless Populations in High-Use Areas**

Challenge: The Downtown Management District and nearby civic buildings see frequent interaction with unhoused individuals, requiring thoughtful management of loitering, sleeping on property, or aggressive behavior without escalating tensions.

#### **Citiguard’s Approach:**

We bring over a decade of experience partnering with LAHSA, PATH, Mercy House, and Hope of the Valley, which informs our approach to working with vulnerable populations. Officers are trained to balance enforcement with empathy, provide verbal warnings, escort individuals off the premises when necessary, and document interactions professionally for City and law enforcement coordination.

### **3. Diverse Facility Types with Different Operational Needs**

Challenge: The Oxnard Public Library, Service Center, and Parking Structure each have unique operational patterns, visitor demographics, and access points.

#### **Citiguard's Approach:**

We assign dedicated officers per site, supported by floating supervisors, to ensure consistency and familiarity. Each location will have customized post orders, created in collaboration with facility managers, that define access protocols, patrol routines, reporting formats, and visitor interaction guidelines.

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#### **Company Approach and Benefits to the City**

Citiguard's approach emphasizes high-visibility patrol, consistent officer presence, and active support of City policies. Our operational strategy includes:

- **Clear Communication and Chain of Command** – The City will have direct access to a dedicated Senior Account Manager and Regional Manager, with 24/7 contact capability. Site supervisors will provide daily oversight and serve as the bridge between officers and City personnel.
- **Technology-Enabled Oversight** – Officers utilize CitiTrac, our real-time GPS patrol tracking and reporting platform, which provides immediate access to post logs, incident reports, time-stamped check-ins, and shift performance metrics.
- **Community-Centered Staffing** – We prioritize assigning bilingual (English/Spanish) officers to client sites, especially those with high public interaction. All officers assigned to Oxnard will be trained specifically on the City's code of conduct, facility protocols, and community values.
- **Stability and Continuity** – Citiguard will assign consistent personnel to each post, avoiding unnecessary rotation to build familiarity with residents, businesses, and staff, and reduce retraining time.

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#### **Quality Assurance and Performance Standards**

To ensure Oxnard receives consistent, professional, and responsive service, Citiguard implements the following quality control measures:

- Weekly and Bi-weekly Audits – Conducted by our Director of Quality Assurance, who reviews patrol logs, incident reports, and shift performance, and conducts random site inspections.
- Post Order Customization and Updates – All sites will operate under detailed post orders, which are reviewed quarterly and updated as needed to reflect changing needs or patterns observed by City staff.
- Rapid Officer Replacement Protocol – In the event of tardiness, absence, or officer reassignment, Citiguard maintains a local bench of trained personnel to fill vacancies immediately without disrupting coverage.
- Client Feedback Loops – Regular meetings with City facility managers and Police Department liaisons ensure issues are addressed proactively, and service levels are continuously adjusted to meet expectations.

Citiguard approaches this contract not just as a service provider, but as a trusted representative of the City of Oxnard’s public values. Our goal is to create safe, approachable, and professionally managed public spaces, where our officers serve both as guardians and ambassadors to the community.

**City of Oxnard – Security Services Schedule by Location**

**OXNARD DOWNTOWN MANAGEMENT DISTRICT (ODMD)**  
 Downtown Oxnard (bounded by 1st St, 8th St, C St, and Meta St Alleys)

Shift Type	Number of Officers	Days	Hours
Overnight Shift	1	7 days/week	12:00 AM – 8:30 AM
Day Shift	1	7 days/week	8:30 AM – 5:00 PM
Swing Shift	1	7 days/week	3:30 PM – 12:00 AM
Support Shift 1	1	Friday and Saturday	10:00 PM – 6:30 AM
Support Shift 2	1	Tuesday – Saturday	12:00 PM – 8:30 PM

(cont'd.)

## **Duties, Tasks and Special Conditions**

### **Primary Duties and Responsibilities:**

#### **1. Visible Foot, Bike, and Vehicle Patrols**

- Conduct routine, high-visibility patrols throughout the 32-block district, including alleyways and pedestrian corridors.
- Deter illegal activity, loitering, vandalism, and public nuisances through active presence and proactive engagement.

#### **2. Loitering and Public Nuisance Mitigation**

- Engage diplomatically with individuals loitering or behaving disruptively.
- Issue verbal warnings and, if necessary, escort non-compliant individuals from the premises while documenting the incident.

#### **3. Response to Public Disturbances**

- Respond immediately to reports of altercations, suspicious activity, or threatening behavior.
- De-escalate situations using verbal tactics and notify Oxnard Police Department (OPD) when law enforcement intervention is required.

#### **4. Reporting and Documentation**

- Maintain accurate daily logs noting incidents, suspicious behavior, and any maintenance or safety issues.
- Photograph and record individuals who are habitual offenders or have been warned regarding trespassing.

#### **5. Support to Businesses and the Public**

- Serve as a friendly and professional point of contact for local business owners, patrons, and visitors seeking information or assistance.
- Provide safety escorts to vehicles when requested.

#### **6. Emergency Coordination**

- Assist fire, medical, and police personnel in emergency situations by securing areas, managing crowds, and guiding responders to locations.

(cont'd.)

## 7. Communication and Command Structure

- Maintain radio communication with supervisors and respond promptly to directives or changes in patrol priorities.
- Coordinate closely with the Oxnard Police Department and City personnel for incident escalation or law enforcement coordination.

### Tasks by Patrol Shift:

- **Overnight (12:00 AM – 8:30 AM)**  
Focused on deterring break-ins, vandalism, and monitoring transient movement within the district.
- **Day Shift (8:30 AM – 5:00 PM)**  
Engages with businesses, supports civic foot traffic, deters loitering near Centennial Plaza, and monitors city events or maintenance activities.
- **Swing Shift (3:30 PM – 12:00 AM)**  
Covers the after-hours economy, including restaurants and nightlife areas; ideal for deterring disruptive activity and providing safe closure periods for merchants.
- **Support Shifts (Fri–Sat evenings and weekend afternoons)**  
Offer reinforcement during peak nightlife and community activity hours. Provide additional patrol for known problem zones or during scheduled events.

### Special Conditions and Considerations:

- **High-Volume Public Activity:**  
ODMD includes popular destinations like Centennial Plaza (400 block of S. B Street) and the Downtown Parking Structure (300 block of S. B Street)—both of which require consistent presence to deter criminal activity and assist with pedestrian safety.
- **Homeless Population & Behavioral Health Issues:**  
Officers will regularly engage with unhoused individuals. Guards must be trained in trauma-informed de-escalation, maintaining respect while upholding City ordinances.
- **Community-Focused Conduct:**  
Officers are expected to maintain a friendly, service-oriented demeanor while remaining alert and responsive to risk. All actions must reflect positively on the City of Oxnard and Downtown Oxnard Improvement Association (DOIA).

(cont'd.)

- **Uniform and Vehicle Standards:**  
Officers must wear uniforms compliant with the City’s specifications (no resemblance to law enforcement). Patrol vehicles must be marked appropriately and bear the required ODMD logos and PPO identification.
- **Collaboration with OPD:**  
Citiguard must coordinate with the Oxnard Police Department to develop enforcement protocols, reporting systems, and communication chains for shared public safety objectives.

**DOWNTOWN PARKING STRUCTURE**

324 S. B Street, Oxnard, CA 93030

Shift Type	Number of Officers	Days	Hours
Midnight Shift	1	7 days/week	12:00 AM – 8:00 AM
Day Shift	1	7 days/week	8:00 AM – 4:00 PM
Evening Shift	1	7 days/week	4:00 PM – 12:00 AM

**Duties, Tasks and Special Conditions**

**Responsibilities and Core Duties**

**1. 24/7 Armed or Unarmed Security Coverage**

Citiguard will provide continuous coverage through a dedicated 3-shift rotation model, ensuring there is always a trained, uniformed officer on-site. Officers are briefed daily on known risks, transient activity, or city concerns to ensure focused patrols.

**2. Comprehensive Interior and Perimeter Patrols**

Our officers will patrol all four levels of the structure—including elevator lobbies, stairwells, ramps, and the exterior perimeter—on foot and, where applicable, via patrol vehicle. Stairwells and secluded corners will receive heightened attention due to known patterns of loitering and vandalism.

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### **3. High-Visibility Deterrence & Customer Support**

Every Citiguard officer is trained to project a calm, confident, and helpful presence. Officers will greet visitors when appropriate, offer escorts upon request (especially during late hours), and gently redirect loiterers or unauthorized individuals.

### **4. Real-Time Monitoring & Incident Management**

Using our CitiTrac system, every patrol checkpoint and incident is time-stamped and logged digitally, providing the City with complete transparency. Officers will respond to emergency call buttons or elevator alarms within moments, assess the situation, and alert the proper responders as needed.

### **5. Daily Activity Logs & Reporting**

Our guards will generate daily reports detailing observed activity, maintenance issues (e.g., broken lighting, graffiti), and interactions with the public. All reports are reviewed by a Citiguard supervisor before submission to the City's designated point of contact.

### **6. Parking Policy Oversight & Safety Enforcement**

Officers will report misuse of reserved spaces, disabled placards, or unauthorized overnight stays to City staff and coordinate with OPD when violations warrant enforcement action. Safety hazards, such as oil leaks or glass debris, will be reported or temporarily addressed immediately.

### **Special Conditions and Citiguard Response Strategies**

- **Loitering & Transient Activity:**  
Officers will apply Citiguard's compassionate de-escalation model, shaped through over a decade of work with LAHSA, PATH, Mercy House, and Hope of the Valley. Our guards are trained to redirect individuals peacefully and report patterns of repeated behavior to the City and OPD for follow-up.
- **Elevator & Stairwell Safety:**  
Stairwells are a known concern area. These will be patrolled no less than once every 30 minutes, with logs recorded via mobile device and confirmed by supervisory review.
- **24/7 Emergency Response:**  
Whether it's a medical emergency, structural issue, or law enforcement matter, our guards are trained to remain calm under pressure, coordinate with first responders, and secure the area. We maintain open communication lines with OPD dispatch and emergency services.

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- **No Subcontractors – 100% Citiguard Team**  
All officers assigned to the Downtown Parking Structure will be Citiguard employees, trained in-house, and supervised directly by our management. We do not subcontract. This ensures consistent uniforms, standardized reporting, and complete operational control.
- **Uniform & Branding Compliance:**  
Our officers' uniforms will comply with all City requirements, including "Private Security" shoulder patches, clear company name identifiers, and "District Safety" markings. Any Citiguard patrol vehicle on site will also be branded per City standards.

This location will benefit from continuity of staffing, routine supervisor site inspections, and the support of Citiguard's Quality Assurance Division, ensuring that all post orders are followed and performance standards are met. We recognize that the Downtown Parking Structure serves as a first impression for many visitors, and our mission is to keep that impression safe, clean, and welcoming—day and night.

**OXNARD PUBLIC LIBRARY**

Address: 251 S. A Street, Oxnard, CA 93030

Day	Number of Officers	Hours of Coverage
Monday	1	12:05 PM – 8:30 PM
Tuesday	1	12:05 PM – 8:30 PM
Wednesday	1	12:05 PM – 8:30 PM
Thursday	1	12:05 PM – 8:30 PM
Saturday	1	8:50 AM – 5:40 PM

**Duties, Tasks and Special Conditions**

**1. Maintain Daily Patrol and Visibility**

- Patrol the building interior, outdoor patio areas, entrances (both "A" Street and Civic Center sides), loading dock, and restrooms at regular intervals.
- Ensure clear walkways, enforce behavior guidelines, and redirect disruptive individuals as needed.

(cont'd.)

## **2. Public Interaction and Engagement**

- Provide calm, professional engagement with library visitors of all ages, including children and individuals in distress.
- Officers will be trained in customer service, verbal de-escalation, and youth-friendly communication to reflect the welcoming atmosphere of the Library.

## **3. Incident Response and Reporting**

- Respond to behavioral incidents, trespassing, theft, and safety concerns with tact and immediate documentation.
- Submit clear, objective, and detailed reports of any disturbances, supported by the CitiTrac digital reporting system.

## **4. Escort and Safety Services**

- Escort staff members or vulnerable patrons to vehicles or secure areas upon request, especially at closing time.

## **5. Monitor Transient or Unhoused Visitor Behavior**

- Address behaviors that impact visitor experience (e.g., sleeping, prolonged loitering, bathing in restrooms), while approaching individuals respectfully and in alignment with trauma-informed practices.

## **6. Compliance with Library Policies**

- Officers will be oriented to and operate under Library-specific policies, which define expected conduct, incident escalation protocols, and reporting requirements.
- Citiguard will participate in onboarding with the Library Manager or their delegate and comply with any supplemental training required.

## **Special Conditions & Additional Expectations**

- **Continuity of Personnel**  
Citiguard is committed to assigning the same officer(s) consistently to the Library post to build familiarity with staff and regular patrons. Any schedule changes will be communicated in advance, with a trained replacement provided immediately if necessary.

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- **Functional Equipment**  
Each assigned officer must be equipped with a working mobile phone capable of making calls, sending/receiving texts, and sharing media (photos/video), to communicate with Library staff and Citiguard supervisors in real time.
- **Training and Certifications**  
Officers may be required to undergo additional training modules or policy certifications assigned by Library management. Citiguard will provide support for completion and maintain compliance documentation.
- **Extra Hours Bank**  
Citiguard will maintain an additional 40–50 hours per month in a flex pool for:

  - On-site Library training
  - Incident report follow-ups
  - Shift extensions due to ongoing events or late-hour issues
- **Sensitivity to Youth and Families**  
Officers must have the temperament, maturity, and communication skills to engage with minors, resolve conflicts quietly, and avoid unnecessarily escalating behavior in the presence of children or vulnerable patrons.

**OXNARD SERVICE CENTER**

Address: 214 S. C Street, Oxnard, CA 93030

Day	Number of Officers	Hours of Coverage
Monday	1 (armed)	7:45 AM – 6:30 PM
Tuesday	1 (armed)	7:45 AM – 6:30 PM
Wednesday	1 (armed)	7:45 AM – 6:30 PM
Thursday	1 (armed)	7:45 AM – 6:30 PM
Friday (every other)	1 (armed)	7:45 AM – 5:30 PM

**Duties, Tasks and Special Conditions**

**1. Access Point Monitoring & Controlled Entry**

- Maintain visibility at public entry points (C Street side and Parking Lot/Civic Center side) and monitor staff entrances.
- Prevent unauthorized individuals from accessing employee-only areas or bypassing public counters.

## **2. Visitor Assistance & Public Interface**

- Serve as a welcoming and professional presence for visitors seeking guidance or support.
- Offer clear directions to appropriate departments and provide customer assistance when City staff are unavailable.

## **3. De-Escalation of Aggressive Behavior**

- Intervene in disputes involving unruly or verbally abusive visitors to staff.
- Issue verbal warnings and, if necessary, escort individuals from the premises. In serious cases, coordinate with Oxnard Police Department (OPD) for immediate assistance.

## **4. Emergency Preparedness & Incident Response**

- Respond to medical emergencies, disturbances, or fire alarms by following established evacuation and incident protocols.
- Secure the area, assist staff and patrons, and serve as liaison to first responders.

## **5. Daily Patrol of Interior and Exterior Spaces**

- Routinely patrol lobbies, public restrooms, conference rooms, employee break areas, and the outdoor patio.
- Ensure parking areas and perimeters remain secure and free of unauthorized activity.

## **6. Security Escort Services**

- When requested, escort City employees to their vehicles—especially during closing hours or after difficult customer interactions.

## **7. Report Generation & Log Keeping**

- Maintain detailed daily reports of all significant activity, incidents, or observed hazards, submitted via CitiTrac, Citiguard's GPS-verified digital reporting platform.

## **Special Conditions & Requirements**

- **Armed Officer Assignment**

Given the elevated potential for confrontational encounters and the high volume of financial transactions, the officer assigned will be BSIS-certified to carry a firearm and fully trained in use-of-force protocols, firearm safety, and emergency threat response. All qualifications will be on file and verified prior to assignment.

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- **Coordination with Service Center Management**  
Our officer will work under the general supervision of the City’s Service Center Management, following all site-specific post orders and remaining responsive to direction and feedback.
- **Customer-Facing Professionalism**  
This location demands not just a trained officer, but a calm, courteous professional with excellent interpersonal skills. Officers must display the tact required to resolve issues without escalation and demonstrate a strong understanding of public service etiquette.
- **Employee & Facility Safety**  
The officer will monitor for suspicious behavior, unauthorized filming, loitering, or vandalism and take swift, appropriate action to deter these activities and protect City property.
- **Secure Handling of Public Spaces**  
Special care will be given to areas with sensitive documents, cash transactions, or licensing data. The officer will help ensure a secure environment for both staff and patrons engaged in City business.
- **No Subcontractors**  
All assigned officers are direct Citiguard employees—fully trained, insured, background-checked, and supervised by our internal leadership. We do not utilize subcontractors under any circumstances.

Citiguard understands that the Oxnard Service Center is a front-facing symbol of City governance and public trust. The officer assigned must reflect the professionalism, preparedness, and respect expected of such a position. Through consistent staffing, close collaboration with management, and quality-focused supervision, we will ensure a safe, stable, and service-oriented environment for the City of Oxnard.

**Other Security Services (As-Needed)**

Various City of Oxnard Locations (Special Events and Emergencies)

Event Type	Staffing	Hours/Days
Special Events (Planned)	Varies (1–10+)	Per Event Schedule
Emergency Coverage	Rapid Deployment	As Needed (24-hr capable)

(cont'd.)

### **Duties, Tasks and Special Conditions**

- **Crowd Monitoring & Control**  
Officers will manage pedestrian flow, identify potential disturbances early, and maintain a visible, calm presence to deter disruptions.
- **Access Control & Credential Verification**  
Screen entry points, monitor restricted areas, and check passes, tickets, or staff credentials as directed by event coordinators or City officials.
- **Traffic & Parking Coordination**  
Assist with the orderly flow of vehicle and foot traffic, manage designated drop-off zones, and prevent unauthorized parking or vehicle access.
- **Rapid Response & Emergency Support**  
Provide immediate support during medical incidents, disturbances, or evacuations, while maintaining open communication with City staff, law enforcement, and first responders.
- **Reporting & Incident Documentation**  
Maintain real-time documentation of all incidents, crowd issues, or security concerns using Citiguard's CitiTrac digital platform.

### **Special Conditions**

- **24/7 Readiness**  
Citiguard maintains a dedicated on-call staffing reserve to respond quickly to urgent City needs, including overnight deployments or short-notice event coverage.
- **Event-Specific Briefings**  
Officers assigned to City events will receive site-specific training and operational briefings to align with the tone, expected attendance, and sensitivities of each assignment.
- **Uniform Flexibility**  
For formal events or public ceremonies, Citiguard can deploy officers in alternate uniform styles (e.g., blazer-style jackets or soft uniforms) to maintain a professional but non-threatening presence.
- **No Subcontractors**  
All event and emergency personnel are direct Citiguard employees—licensed, trained, insured, and supervised by our senior management team.

Citiguard is proud to serve as an extension of the City during moments that matter most—whether it’s a civic celebration or a crisis response. Our ability to scale quickly, deploy trained staff, and maintain professionalism in high-pressure environments makes us an ideal partner for Oxnard’s as-needed security services.

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### **Key Personnel**

Citiguard is proud to offer a team of highly qualified supervisory, management, and security personnel, all fully bilingual in English and Spanish and equipped with decades of combined experience in the security industry. This linguistic proficiency allows our team to communicate seamlessly across diverse communities, fostering an inclusive, welcoming, and secure environment for all individuals. With 100% of our security personnel fluent in both languages, Citiguard underscores its commitment to accessible, culturally competent service.

We are pleased to introduce our Key Personnel — a dedicated and experienced core team ready to assume oversight responsibilities for the City of Oxnard, delivering exceptional, responsive security management in the event of a successful contract award.

**Sami Nomair** (President – 2007 to present) Primary Contact: 800-613-5903

Sami Nomair is a distinguished leader with deep-rooted ties to law enforcement, serving as an active member of the LAPD Board of Directors. His expertise in community security allows him to adapt enforcement strategies to address evolving challenges across various sectors, including city installations, airports, and homeless shelters. Under his leadership, Citiguard has become a premier security firm, known for its customized solutions, operational efficiency, and unwavering commitment to customer satisfaction.

As a passionate advocate for public safety, Mr. Nomair works closely with local police to foster strong, positive relationships between law enforcement and the communities they serve. His efforts contribute to a safer, more harmonious urban environment, and his dedication to public safety is further demonstrated through his collaboration with the Mayor’s Office to improve and expand homeless shelters.

Mr. Nomair's philanthropic endeavors reflect his deep commitment to community well-being. He actively organizes charity drives and celebrity fundraisers, benefiting homeless veterans and underprivileged children. He contributes both his time and financial resources to renowned organizations such as Save the Children, Feeding America, and Children International. Furthermore, he leads Citiguard’s volunteer employee program, which raises awareness and provides support to veterans' organizations including Wounded Warrior Project, Disabled American Veterans, and Homes for Our Troops.

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His interpersonal and communication skills have earned him a reputation for effective collaboration with stakeholders, driving meaningful change within both law enforcement and the communities they serve. Mr. Nomair's ability to balance law enforcement engagement with community advocacy highlights his comprehensive approach to creating safer, more vibrant urban environments.

As the founder of Citiguard in 2007, Mr. Nomair identified and addressed critical gaps in the security industry. Today, Citiguard is renowned for its large-scale city, state, and government contracts, consistently delivering top-tier security services. His visionary leadership ensures the seamless execution of operations and the highest performance standards.

Sami will oversee the entire organizational team to ensure that the City of Oxnard experiences trouble-free security and an impeccable performance schedule across the board.

He continues to invest in his professional development through senior-level operational and business training, underscoring his dedication to excellence in the security industry.

**Educational Background:**

Sami Nomair earned a Bachelor's Degree in Business Management from the University of California, Los Angeles, in 2011.

**Steven Barragan** (Regional Manager – 2013 to present)

Mr. Barragan has played a crucial role as Cyber Security Operations Manager during the inception of LifeLock in 2005, bringing invaluable structure to Citiguard's growing expertise in cyberspace safeguarding. His cybersecurity background has significantly enhanced Citiguard's capabilities in both physical and digital security, aligning with the rising demand for comprehensive protection.

As Regional Manager, Steven ensures operational efficiency across all ten Citiguard locations by standardizing security protocols, processes, and standards. He leads audits, implements best practices for incident reporting, patrolling, and emergency response, and closely monitors performance metrics like response times and client feedback to drive consistency and improvement.

Steven coordinates regular training programs to ensure that security personnel remain updated on the latest protocols, technology, and safety procedures. His emphasis on leadership and mentorship fosters staff growth, creating clear pathways for promotions and increasing overall job satisfaction.

A significant part of his role involves building and maintaining strong client relationships. Steven holds regular meetings with clients to gather feedback, resolve concerns promptly, and ensure Citiguard's services consistently meet client expectations.

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He ensures full compliance with California state regulations, including the California Bureau of Security and Investigative Services (BSIS) standards, while continually reviewing legal and safety requirements to keep certifications and training current.

Steven manages resource allocation by overseeing budgets for personnel, equipment, and technology. He optimizes financial performance while ensuring that crisis and risk management strategies are in place, preparing locations for emergencies such as natural disasters or security breaches. His coordination of rapid response teams ensures that urgent security needs are promptly addressed.

In addition to promoting the use of advanced security technologies like surveillance systems and communication tools, Steven collaborates closely with IT teams to maintain functionality and reliability. He also facilitates regular communication between location managers, using tools such as 'When I Work' to streamline staffing coordination.

Steven's focus on recruitment and retention ensures that all locations are fully staffed with highly qualified personnel. He works alongside HR to develop retention strategies, such as recognition programs and career advancement opportunities, boosting employee morale and reducing turnover.

By conducting regular site visits, Steven ensures that each location adheres to Citiguard's rigorous standards, addressing any challenges and providing on-site leadership support as needed.

Since joining Citiguard in 2013, Steven has become an indispensable part of the team. His exceptional communication skills and leadership abilities led to his swift promotion to Regional Manager. He also manages all of Citiguard's Caltrans contracts, ensuring optimal safety measures for both staff and surrounding communities.

**Educational Background:**

Steven holds a Master's Degree in Computer Science from Caltech and engages in yearly corporate training and administration programs, showcasing his commitment to ongoing professional development. Through his leadership, Citiguard continues to solidify its position as a premier provider of security services across the region.

**Henry Linares (Project Manager – 2010 to present):**

Mr. Linares is an elite security project manager known for his exceptional leadership and comprehensive skill set in evaluating, selecting, and training security personnel. With a meticulous approach, he leverages his extensive experience to ensure seamless operations and consistent communication with local authorities.

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Under his direction, security teams are strategically deployed across high-risk municipal and governmental sites, with a special focus on armed security for contracts requiring heightened protective measures. Mr. Linares' military background as a decorated Sergeant in the Marine Corps is a cornerstone of his expertise, having served with distinction as a machine gunner and Crew Chief through five combat tours. His military experience is marked by tactical precision, crisis management, and superior leadership under pressure, all of which translate into his current role managing complex security operations.

**Educational Background:**

Mr. Linares holds a Bachelor's degree in Executive Management from the University of San Diego, reinforcing his dedication to achieving the highest standards in security management and operational excellence. He continuously adapts to emerging threats and evolving security demands, making him a trusted and highly effective leader in the industry.

**Michael Quinonez** (Director of Security Operations & Training Officer – 2023 to Present)

Michael Quinonez is a seasoned security operations leader with over 15 years of experience managing high-risk, multi-site environments across healthcare, government, and corporate sectors. As Project Manager at Citiguard, he plays a pivotal role in directing day-to-day operations, ensuring service consistency, maintaining contract compliance, and responding swiftly to client needs.

Michael currently oversees Citiguard's security contract with the Los Angeles County Probation Department, managing operations at Los Padrinos and Barry J. Nidorf Juvenile Halls. His responsibilities include implementing advanced security protocols, recruiting and training specialized personnel, conducting emergency response drills, and serving as the primary point of contact with County officials. His leadership has ensured full compliance with complex regulations and high standards for institutional safety.

In addition to his operational leadership, Michael is instrumental in developing and conducting critical training programs for Citiguard personnel. He provides hands-on instruction in medical emergencies (CPR, First Aid, AED), power outage procedures, fire response and prevention, earthquake response, identification and response to suspicious packages, bomb threat protocols, and active shooter response tactics. His training initiatives ensure that all assigned personnel are fully prepared to respond decisively and effectively to a wide range of emergency scenarios.

Prior to joining Citiguard, Michael served as Security Account Manager for Allied Universal, managing behavioral health and detox units at two Southern California Hospitals. His work included leading Active Shooter Response Training in coordination with local law enforcement agencies, and conducting comprehensive risk assessments to improve patient and staff safety.

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His earlier roles with Amazon Studios and NMS-Concourse Residential further underscore his expertise in large-scale scheduling, high-profile executive protection, access control enforcement, and visitor management across high-traffic facilities.

Michael is a certified instructor in De-escalation Techniques, Workplace Violence Prevention, Tactical Handcuffing, and the use of Chemical Agents. He is also a Red Cross Certified Instructor in CPR, First Aid, and AED, and holds the IAHS Certified Healthcare Protection Administrator (CHPA) credential. His combined field knowledge and teaching qualifications make him uniquely suited to lead both training initiatives and security operations for dynamic municipal environments like the City of West Hollywood.

Michael brings extensive hands-on experience with advanced security technologies, including Honeywell ProWatch access control systems, CCTV infrastructure, and incident tracking platforms. He ensures all personnel under his command are prepared to perform with professionalism, vigilance, and adaptability.

In his role as Project Manager, Michael will directly oversee all West Hollywood field operations, ensuring post orders are executed, shift coverage is seamless, incident reporting is prompt and accurate, and that all security personnel reflect the City's values of professionalism, courtesy, responsiveness, and community engagement.

#### Certifications & Training:

- Certified Instructor: De-Escalation, Workplace Violence Prevention, Tactical Handcuffing, Chemical Agents
- Red Cross Certified Instructor: CPR, First Aid, AED
- IAHS Certified Healthcare Protection Administrator (CHPA)
- Specialized Training Instructor: Medical Emergencies, Power Outage Procedures, Fire Response, Earthquake Response, Suspicious Packages, Bomb Threat Response, Active Shooter Preparedness
- Advanced knowledge of Honeywell ProWatch, CCTV, and digital security systems

#### Educational Background:

Bachelor of Arts in Criminal Justice University of Las Vegas, Nevada

#### **Bashir Oriakhil** (Quality Assurance Director – 2011 to present)

Mr. Oriakhil has been a driving force behind Citiguard's commitment to excellence since joining the company in 2011.

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With a history in quality assurance management dating back to 2005, Bashir was promoted to Quality Assurance Director in 2018, where he oversees all quality control efforts across Citiguard's California operations. He maintains direct communication with every Quality Assurance Manager, ensuring clear channels for maintaining high-quality service delivery throughout the state.

Bashir plays a pivotal role in developing rigorous protocols that meet client needs, regulatory requirements, and industry standards. His oversight includes conducting regular audits and inspections to assess compliance with security protocols, safety measures, and client expectations. By monitoring performance metrics such as incident reports, response times, and client feedback, he ensures Citiguard consistently meets key performance indicators (KPIs) and delivers optimized services.

A core part of his role is ensuring compliance with evolving local, state, and federal regulations. Bashir continuously updates company policies, ensuring all certifications and licensing are up to date. He works closely with clients, swiftly addressing concerns and fostering strong relationships.

Bashir leads training programs to keep security personnel equipped with the latest technologies and best practices. In the event of incidents, he manages thorough investigations, preparing detailed reports and implementing preventive measures to avoid future issues. His focus on continuous improvement drives the introduction of new technologies and the refinement of operations through quality management systems (QMS).

He manages both internal and external audits, ensuring compliance with standards such as ISO, while also overseeing risk management strategies to minimize potential vulnerabilities. His collaboration with HR, Operations, and IT ensures quality standards are embedded into recruitment, staff development, and daily operations, while also maintaining the functionality of security systems and technologies.

Bashir gathers client feedback to further refine Citiguard's services, leads emergency response planning, and oversees the budget for quality assurance, ensuring resources are allocated efficiently and that expenditures improve service outcomes. His leadership ensures Citiguard remains competitive and compliant with industry standards.

#### Educational Background:

With a military background and service in Afghanistan, Bashir earned a Bachelor's degree in Business Information Systems from the University of Kabul. He is active in yearly quality assurance courses, reflecting his commitment to continuous improvement in Citiguard's security services.

**Howard Fridkin** (Director of Contracts and Procurements – 2015 to present)  
Primary contact: 800-613-5903

With over a decade of expertise in contract management, security operations, and customer service, Howard Fridkin serves as the Director of Contracts and Procurement at Citiguard. In this role, he oversees the end-to-end procurement process, contract negotiations, and compliance assurance, ensuring that all agreements align with the company's operational needs and regulatory requirements.

Howard plays a pivotal role in evaluating vendor contracts, managing procurement strategies, and optimizing resource allocation to support Citiguard's expanding security operations. He ensures that all contracts adhere to industry best practices and legal standards while maintaining cost efficiency and service excellence. His meticulous approach to contract oversight and risk management safeguards the company's financial interests and enhances its ability to deliver superior security solutions.

Previously serving as a Senior Security Consultant, Howard conducted comprehensive security audits, risk assessments, and compliance evaluations, identifying vulnerabilities and strengthening client security infrastructures. His expertise in physical, operational, and cybersecurity now informs his strategic approach to contract development, ensuring that all procurement decisions support Citiguard's commitment to high-quality security services.

Beyond contract administration, Howard continues to mentor and lead cross-functional teams, providing guidance on procurement strategies, compliance with OSHA, HIPAA, and GDPR, and vendor risk management. He also plays an active role in corporate training programs, reinforcing Citiguard's dedication to professional development and operational excellence.

Howard's data-driven approach to procurement and contract management enhances operational efficiency, reduces risks, and strengthens Citiguard's ability to meet the evolving needs of its clients.

Through his leadership in contract negotiations, supplier relations, and strategic sourcing, he contributes to the company's continued growth and reputation as an industry leader in security services.

**Educational Background:**

Howard Fridkin holds an MBA from UCLA, showcasing his academic achievements in combination with extensive professional experience.

**Aurora Olmos** (Senior Accounts Manager – 2014 to present)  
Primary contact: 800-613-5903

(cont'd.)

Aurora Olmos plays a pivotal role in ensuring the company's 24/7 availability to clients. She has designed a highly efficient response system tailored to meet the unique security needs of each client. Aurora's dedication to precisely matching client requirements with the right security team has resulted in optimal scheduling, deployment, and overall performance across all managed sites.

In her role as the primary client liaison, Aurora ensures that client concerns and inquiries are addressed promptly. She works closely with clients to fully understand their evolving security needs, adapting strategies to keep up with any changes. By building strong, trust-based relationships, Aurora ensures that clients have complete confidence in the quality of Citiguard's services.

Service delivery oversight is another area where Aurora excels. She carefully monitors the performance of security personnel to ensure they consistently meet or exceed service expectations. Any issues or complaints are resolved swiftly, maintaining a high level of client satisfaction. Aurora conducts regular site visits to assess security operations firsthand, facilitating open communication with both clients and staff to gather feedback and implement improvements.

Aurora also plays a key role in staff coordination and management. She ensures the right security personnel are assigned to each client site, carefully coordinating the deployment of guards, supervisors, and support staff to ensure appropriate coverage. She works closely with the operations team to develop schedules that align with client requirements while ensuring that staffing levels remain sufficient. Additionally, she ensures that security personnel are trained to meet each client's specific needs, including site-specific protocols and updated industry standards.

Contract management is a central aspect of Aurora's role. She ensures that all contract terms are fulfilled, including service hours and staffing requirements. As contracts approach renewal, Aurora engages clients in discussions about extending or expanding the service agreement. She also works with the finance department to ensure accurate billing, manage budget concerns, and adjust pricing based on changes in scope or additional services requested.

In incident management, Aurora is responsible for overseeing the reporting of any security incidents, ensuring reports are completed accurately and promptly shared with clients. She works closely with security supervisors to resolve incidents quickly and efficiently, minimizing disruption to client operations. Aurora also identifies potential security risks and recommends strategies to mitigate those risks, ensuring the highest level of protection for clients.

(cont'd.)

Operational coordination is a key responsibility for Aurora, as she collaborates with field management and operations teams to ensure all logistical needs are met, including personnel, equipment, and technology. She tracks account-related expenses and monitors profitability to ensure services remain within budget. Aurora, working with the HR Department, also ensures full compliance with local regulations and industry standards, such as OSHA or other relevant guidelines.

Client reporting and analytics are central to Aurora's approach. She provides detailed reports on security services, including performance metrics, incident logs, and response times, allowing clients to assess the effectiveness of their security measures. Aurora uses these insights to propose improvements and gather client feedback regularly, ensuring that service delivery is continuously optimized.

Aurora also contributes to Citiguard's business development efforts by identifying opportunities to expand relationships with existing clients. She proposes additional services, upgrades to security systems, and new technologies that meet evolving needs. Client retention is a major focus for Aurora, who ensures exceptional service that leads to contract renewals and long-term partnerships.

#### Educational Background:

Aurora Olmos holds a Master's Degree in Financial Economics & Performance Studies in Management from the University of California at Santa Cruz, which reflects her comprehensive understanding of financial and management principles.

#### **Security Officers**

At Citiguard, we take pride in employing security officers who are not only highly trained but also exceptionally experienced and deeply committed to public safety. All Citiguard officers possess, at minimum, a high school diploma, with many holding college degrees, military service records, or prior law enforcement experience—reinforcing the professionalism and discipline we bring to every assignment.

As part of our rigorous hiring criteria, Citiguard requires a minimum of five years of prior security guard experience for all applicants. For candidates with military or law enforcement backgrounds, a minimum of three years of relevant field service is accepted. This ensures that every officer we deploy is field-tested, situationally aware, and mission-ready from day one.

Our officers are California POST-certified and have completed basic Police Academy training, equipping them with the tactical proficiency and operational readiness needed to manage high-risk environments. Their robust experience enables them to assess threats swiftly, respond with sound judgment, and remain composed in dynamic, high-pressure situations.

(cont'd.)

Fluent in both English and Spanish, Citiguard officers are skilled communicators who foster respectful, effective engagement with the public and the diverse communities we serve. Their training in de-escalation, behavioral recognition, and public interaction promotes safe, inclusive environments at every assignment.

Whether securing high-profile municipal properties, conducting complex risk assessments, or responding to critical incidents, our officers operate with professionalism, accountability, and confidence. Their extensive emergency preparedness includes:

- Medical emergency response
- Crisis and evacuation protocols
- Fire and earthquake procedures
- Suspicious package recognition
- Bomb threat and active shooter response

Citiguard officers are also trained to manage sensitive interactions with transient and unhoused individuals. They approach each encounter with empathy and professionalism, often coordinating with outreach organizations such as LAHSA, PATH, Hope of the Valley, and Mercy House to help connect individuals with support services and shelter resources.

We are deeply committed to continuous training and development. Our personnel receive ongoing instruction on evolving security protocols and technologies, including CitiTrac digital reporting systems and Wolfcom body-worn camera technology, to ensure transparency, accountability, and operational excellence.

In addition to their core responsibilities, many Citiguard officers serve as mentors to junior staff, fostering leadership growth and reinforcing our company-wide culture of service excellence.

Through their qualifications, discipline, and commitment to public safety, Citiguard officers do more than secure properties—they build confidence, elevate standards, and serve as proactive partners in community protection.

**Timeline and Implementation Matrix (20-days or less)**

Day	Task	Description
1	Client Orientation Meeting	Present Citiguard's orientation procedures to the client.
2	Risk Management Inspection	Conduct a thorough Risk Management Safety Inspection.
3	Transition Team Establishment	Establish and assign a transition team to facilitate a smooth handover.

(cont'd.)

Day	Task	Description
4	Post Order Requirements Survey	Complete a comprehensive survey to determine post order requirements.
5	Post Order Preparation	Work collaboratively with the client to prepare detailed Post Orders.
6	Security Personnel Introduction	Conduct a comprehensive Security Officer Introduction Program for new and incumbent officers.
7	Supplies and Equipment Order	Order necessary supplies and equipment for effective security operations.
8	Wage and Benefit Package Review	Review and prepare a competitive wage and benefit package for security officers.
9	Site-Specific Training Materials	Develop site-specific training materials to ensure officers are well-prepared.
10	Master Schedule Preparation	Prepare a master schedule for effective coordination of security personnel.
11	Security Personnel Selection	Select security officers based on client-specific requirements.
12	Post Order Review with Client	Meet with the client to review and confirm Post Orders, discuss Transition Plan progress, and invoice procedures.
13	Security Personnel Approval	Meet with authorized staff/board members for Security Officer approval.
14	Personnel Files Verification	Confirm all personnel files have complete pre-screening documentation.
15	On-Site Training	Conduct on-site specific training for security officers.
16	Service Start Procedures	Establish specific procedures for service initiation, including supervision arrival and equipment placement.
17	Daily Account Visit	Visit the account daily to ensure proper service initiation and address any emerging issues.
18	Personnel Standards Review	Regularly review personnel assigned to the site to ensure they meet all established standards.
19	Contract Compliance Check	Confirm that all contract requirements are being met by conducting periodic compliance checks.
20	Invoice Review with Client	Review the first invoice with the client to ensure accuracy and satisfaction with services rendered.

## Equipment Issued

Citiguard provides two key advanced technologies to enhance its security services for clients: CitiTrac and Wolfcom, each offering a range of capabilities designed to improve operational efficiency, accountability, and overall security management. Here's an in-depth look at how these resources function to ensure safety and transparency in Citiguard's operations.

### CitiTrac: Comprehensive Security Reporting System

CitiTrac is a robust, fully digital security management system that allows for real-time monitoring, reporting, and analysis of security activities. The following are the primary features and capabilities of CitiTrac:

- 1. Real-Time Incident Reporting:** Security officers can report incidents immediately as they occur, ensuring that both Citiguard management and the client are instantly informed of any security threats or breaches. This real-time documentation allows for quick response and escalation if necessary.
- 2. GPS Tracking:** CitiTrac includes integrated GPS functionality to monitor the exact location of security personnel. This feature allows for constant oversight, ensuring that guards are covering their assigned areas and can be swiftly dispatched to incident locations when necessary.
- 3. Time-Stamped Reports:** Every report generated through CitiTrac is time-stamped, providing an accurate and tamper-proof record of incidents. This is crucial for maintaining the integrity of reports, particularly in cases requiring audits or legal review.
- 4. Automated Guard Tour Summaries:** CitiTrac automatically compiles summaries of guard tours, documenting the locations patrolled and any incidents encountered. This feature reduces manual record-keeping, allowing officers to focus on their duties while still ensuring that all activities are logged.
- 5. Multimedia Reporting:** Officers using CitiTrac can upload photos, videos, and audio recordings as part of their incident reports. This multimedia capability enriches the data provided, giving clients and management better context and clarity when reviewing incidents.
- 6. Customizable Reporting Options:** CitiTrac's reporting system can be tailored to meet the specific needs of different clients. Whether it's customizing templates for particular incident types or generating specialized reports for audit purposes, CitiTrac provides flexibility to accommodate various security environments.
- 7. Instant Notifications:** When a critical incident is reported, CitiTrac sends automatic notifications to relevant managers and stakeholders. This ensures immediate attention and response, preventing incidents from escalating and enhancing overall site safety.

- 8. Data Access and Review:** Clients have direct access to review and analyze security data through CitiTrac's web-based portal or mobile apps. This level of transparency ensures that stakeholders can monitor security operations, track performance, and verify that their security protocols are being followed.
- 9. Compliance and Auditing:** With its detailed record-keeping, CitiTrac helps Citiguard stay compliant with industry standards and local regulations. All activities and reports are stored in a secure and easily retrievable format, making the system ideal for both internal and external audits.

### **Wolfcom: Advanced Surveillance and Body-Worn Camera Solutions**

Wolfcom technology complements CitiTrac by providing cutting-edge body-worn cameras and surveillance tools. These devices are designed to capture real-time video and audio evidence, helping Citiguard officers perform their duties effectively and with accountability. Wolfcom offers the following features:

- 1. Real-Time Video and Audio Recording:** Wolfcom cameras record high-definition video and audio, capturing critical events as they unfold. This is invaluable for documenting incidents, confrontations, or any suspicious activities encountered during patrols.
- 2. Night Vision and Live Streaming:** Wolfcom cameras are equipped with infrared (IR) night vision, enabling security personnel to record clear footage in low-light conditions. The live streaming feature allows supervisors to monitor field activities in real time, which is essential during high-risk situations.
- 3. GPS Location Tracking:** Like CitiTrac, Wolfcom cameras also provide GPS tracking, allowing supervisors to monitor the exact location of officers in real time. This not only ensures accountability but also enhances the coordination of field operations.
- 4. Push-to-Talk Communication:** Wolfcom cameras have built-in push-to-talk functionality, allowing officers to communicate directly with command centers. This feature is critical for coordinating responses during emergencies.
- 5. Tamper-Proof Data Security:** All video and audio recorded by Wolfcom cameras is encrypted, ensuring the security of the data and preventing tampering. Each file is watermarked with a unique identifier and timestamp, ensuring the authenticity of the evidence.
- 6. Automatic Uploading and Cloud Storage:** At the end of each shift, recorded data is automatically uploaded to a secure cloud or local server, where it can be accessed by authorized personnel. This feature eliminates the need for manual data transfer and ensures that the footage is stored securely.
- 7. AI Integration and Facial Recognition:** Wolfcom cameras can integrate with AI technologies, including facial recognition, which helps officers identify individuals in the field who may be on watch lists or have outstanding warrants.

**8. Automated Reporting:** Wolfcom systems can automatically generate detailed incident reports, including GPS data, officer notes, and video footage. This reduces the manual burden on officers while ensuring that all relevant data is documented.

### Summary of Benefits for Citiguard Clients

By integrating CitiTrac and Wolfcom, Citiguard provides a comprehensive security management solution that combines real-time reporting, advanced surveillance, and transparent data management. These tools give clients peace of mind, knowing that their sites are being monitored with the latest technology, and that any incidents are handled efficiently and transparently.

- **Transparency:** Clients have full access to real-time reports, multimedia evidence, and patrol summaries.
- **Accountability:** GPS tracking and tamper-proof data storage ensure that all security activities are properly documented.
- **Customization:** Both CitiTrac and Wolfcom offer customizable options to meet the unique security needs of each client.
- **Compliance:** Both systems help Citiguard remain compliant with local and federal regulations, making them ideal for government and commercial contracts alike.

With these advanced technologies, Citiguard ensures the highest levels of security, accountability, and client satisfaction.

- Post Phones
- Two-way radios
- Handcuffs
- Flashlights
- Batons
- Pepper Spray (upon request)
- Pen & Pad
- First Aid Kits (for patrol vehicles)
- Fire Extinguishers (for patrol vehicles)

### CLARIFICATIONS, EXCEPTIONS, OR DEVIATIONS

Citiguard, Inc. has conducted a thorough review of all terms, conditions, scope of work, technical requirements, and performance expectations outlined in the City of Oxnard's solicitation documents.

We are pleased to confirm that Citiguard has no clarifications, exceptions, or deviations from the requirements as stated in the RFP.

Our proposal is fully compliant with all provisions, including but not limited to:

- Scope of Work
- Staffing schedules and hourly requirements
- Uniform and equipment standards
- Vehicle and patrol marking guidelines
- Insurance and licensing requirements
- Training, reporting, and post order procedures
- Compliance with California BSIS regulations
- Non-subcontracting requirements

Citiguard is committed to delivering the highest level of service and professionalism in full alignment with the City's expectations and without any requested modifications to the terms outlined.

Should any clarification be requested by the City during the evaluation or contracting process, we are fully prepared to respond promptly and cooperatively.

## **COMPANY OVERVIEW AND DISCLOSURE OF SERVICES OR ACTIVITIES**

### **a. Political Contributions Disclosure**

Citiguard, Inc. affirms that no contributions of \$250 or more have been made within the past twelve (12) months by any owner, officer, or principal of the company to any elected official of the City of Oxnard.

We understand and fully support the City's ethics and transparency policies, and we confirm our compliance with all related requirements outlined in the solicitation documents.

### **b. Litigation Disclosure (Past Five Years)**

Citiguard, Inc. has maintained an exemplary track record of service across California. However, as is common with high-volume, multi-jurisdictional service providers, we disclose the following:

- **Past Litigation:**  
Citiguard was named in a limited number of employment-related claims over the past five years, typical of firms in our industry and size. All cases were either resolved through settlement with no admission of fault or dismissed with no finding against Citiguard. None of these cases involved contract disputes, fraud, negligence, or performance-related issues tied to our public sector clients.

- **No Current or Pending Litigation:**

As of the date of this submission, Citiguard, Inc. and its principal officers are not involved in any active litigation, arbitration, or administrative investigations related to our services, nor are we under investigation by any government agency.

- **No Lawsuits with Governmental Agencies:**

Citiguard is not currently, nor has it recently been, a party to any lawsuit or alternative dispute resolution proceeding involving a governmental entity regarding failure to perform, breach of contract, or other service-related issues.

Citiguard is proud of its reputation for integrity, compliance, and professionalism. We remain fully committed to transparency and open communication with all municipal partners, including the City of Oxnard.

## **TOUR MANAGEMENT SYSTEM**

### **1. Guard Tour Management System – Brand Name and Model**

For the City of Oxnard project, Citiguard will utilize its proprietary CitiTrac Guard Tour Management System, powered by the trusted and industry-leading SilverTrac Software Platform.

### **2. System Description and Operational Overview**

The CitiTrac system is an advanced, cloud-based patrol and reporting platform designed to provide real-time transparency, GPS accountability, and streamlined communication between our field officers, supervisors, and City personnel. It is fully optimized for municipal security environments, including patrol-heavy locations such as downtown districts, public libraries, civic centers, and parking structures.

#### **Key features of the CitiTrac/SilverTrac system include:**

- ✓ **Real-Time GPS Patrol Tracking**

Every patrol checkpoint, location scan, and officer movement is time-stamped and GPS-verified, allowing City management to monitor coverage in real-time.

- ✓ **Live Incident Reporting**

Officers can create incident reports on the spot—complete with photos, video clips, and notes—delivered instantly to City stakeholders via a secure client portal or scheduled summary reports.

✔ **Automated Tour Verification**

Patrol routes and scan points can be customized per location (e.g., stairwells, elevators, restrooms), ensuring comprehensive coverage. Missed tours or checkpoints are flagged for supervisor review.

✔ **24/7 Client Access**

City of Oxnard staff will have optional secure access to the CitiTrac platform, where they can view daily reports, incident history, GPS trails, and officer activity logs.

✔ **Supervisor Alerts & Escalation**

Priority incidents (e.g., trespassing, vandalism, public safety threats) automatically notify Citiguard field supervisors and, when directed, City points of contact.

✔ **Paperless Logs & Daily Shift Reports**

All activity—routine and critical—is stored in searchable digital logs, eliminating paper-based reports and reducing administrative delays.

✔ **Customizable Templates & Branding**

Reports can be tailored to match City formatting preferences and include department-specific instructions or key site data.

The CitiTrac system enhances officer accountability, improves communication with City staff, and ensures that no area or incident goes unmonitored. Citiguard will provide full onboarding, system access, and support to designated Oxnard personnel, along with weekly or bi-weekly summary reports as requested.

## POST ORDERS, POLICIES AND PROCEDURES

Citiguard has extensive experience creating detailed, site-specific post orders and operational protocols for municipal clients across California. Our post orders are living documents—developed in collaboration with client departments—and updated regularly based on incident trends, feedback, and operational changes.

For the City of Oxnard, Citiguard will customize comprehensive post orders for each designated location. These directives will be accessible to officers on-site, reviewed during shift briefings, and enforced by our supervisory and quality assurance teams.

Below are examples of the post orders, policies, and procedures we have developed or will adapt for the following Oxnard locations:

### **1. Oxnard Downtown Management District (ODMD)**

Sample Post Order Highlights:

- Patrol perimeter and high-traffic interior areas including Centennial Plaza and alleys
- Monitor and document loitering, graffiti, illegal vending, or public intoxication
- Conduct 15- to 30-minute patrol intervals during peak hours
- Engage with unhoused individuals using de-escalation protocols
- Coordinate with OPD for disturbances, trespassing, or repeat offenders
- Submit detailed shift logs using CitiTrac, including names of ejected individuals if known
- Provide merchant check-ins and offer visibility support during evening hours

### **2. Downtown Parking Structure (324 S. B Street)**

Sample Post Order Highlights:

- Patrol all 4 levels, stairwells, and elevator lobbies every 30 minutes
- Respond to elevator emergency buttons and coordinate with maintenance or fire personnel
- Deter loitering in stairwells and monitor for vandalism or vehicle tampering
- Escort patrons and City employees to vehicles upon request
- Log suspicious activity or repeat loiterers into CitiTrac with photos when appropriate
- Report maintenance hazards: broken lights, graffiti, spills, damaged guardrails

### **3. Oxnard Public Library (251 S. A Street)**

Sample Post Order Highlights:

- Patrol building interior, outdoor patio, restrooms, staff entrance, and loading dock
- Use trauma-informed communication with teens, families, and vulnerable patrons
- Prohibit sleeping, bathing, or disruptive behavior in public spaces
- Support staff during patron interactions that escalate or require intervention
- Maintain a calm, quiet presence that reflects the Library's community values
- Adhere to all Library-specific policies and procedures as outlined by the Library Manager

### **4. Oxnard Service Center (214 S. C Street)**

Sample Post Order Highlights (Armed Officer):

- Remain stationed at front entrance; conduct lobby patrols every 30 minutes
- Monitor Development Services counter, payment windows, and restrooms
- Intervene in verbal altercations involving public aggression toward staff
- Use verbal warnings and OPD coordination for any refusal to comply with directives

- Escort staff to their vehicles when requested
- Submit shift report with visitor incident summaries and debrief to Service Center Management

## 5. Citywide As-Needed Services (Events/Emergencies)

Sample Event Post Order Highlights:

- Secure designated perimeters, vendor zones, and access points
- Perform bag checks or badge verification as directed
- Maintain order in crowd areas, and prevent entry to restricted zones
- Coordinate with event organizers, fire marshal, and City liaisons
- Remain in radio contact with team leads and mobile supervisors
- Document all interactions, interventions, or incidents in CitiTrac

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## Policies & Procedures Citiguard Applies at All Locations:

- **Use-of-Force & De-escalation Policy:**  
All officers receive extensive training on avoiding physical engagement unless absolutely necessary. De-escalation is always prioritized.
- **Code of Conduct:**  
Officers are expected to remain courteous, neutral, and professional—no use of personal cell phones, foul language, or unprofessional posture while on duty.
- **Incident Escalation Procedure:**  
Officers escalate to Citiguard supervisors or directly to OPD based on severity, and immediately report high-priority issues through our dispatch center.
- **Appearance & Uniform Standards:**  
Officers must be in clean, pressed uniforms with correct insignia and Oxnard-required patches, and wear “District Safety” markings as specified.
- **Check-in/Check-out Protocol:**  
All guards are required to clock in and out electronically, with GPS-tracked time stamps confirmed via the CitiTrac system.
- **Confidentiality Policy:**  
Officers are trained to maintain the confidentiality of public interactions and sensitive information discussed or overheard on site.

Citiguard's post orders and procedures are always developed with client input, fully aligned with municipal standards, and enforced through a multi-tiered system of supervision, reporting, and field audits. For the City of Oxnard, we will tailor each post order to reflect your operational culture, public engagement philosophy, and departmental expectations.

### **ASSIGNED PROJECT OFFICERS: RECOMMENDATIONS FOR THE PROFESSIONAL DEVELOPMENT AND TRAINING OF OFFICERS**

At Citiguard, we believe that the foundation of effective municipal security lies in the ongoing professional development of our officers. For a diverse and dynamic community like Oxnard, our training model is designed to go beyond state minimums to cultivate well-rounded professionals who are not only capable in their security duties but also represent the City with courtesy, cultural awareness, and community sensitivity.

We will implement a location-specific training plan for all officers assigned to the Oxnard project, covering both initial onboarding and ongoing professional development.

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#### **Initial Assignment Training (Pre-Deployment)**

All officers assigned to City of Oxnard locations will receive the following targeted training modules:

- **Oxnard-Specific Post Orders & Site Orientation**  
Officers will be trained on City facility layouts, access points, emergency exits, and individual site protocols (Library, ODMD, Service Center, Parking Structure).
- **De-Escalation & Verbal Conflict Resolution**  
Officers are trained to manage hostile behavior calmly, with an emphasis on verbal techniques to reduce tensions and avoid use of force.
- **Mental Health & Homeless Interaction Training**  
Given the City's transient population, officers will receive trauma-informed training rooted in our longstanding work with LAHSA, PATH, Hope of the Valley, and Mercy House.
- **Public Engagement & Customer Service**  
Officers learn how to assist City staff, residents, and visitors with professionalism and approachability—especially important at the Library and Service Center.

- **CitiTrac System Training**  
Officers will be trained in how to complete GPS-verified patrols, incident logging, and shift reporting through our digital platform, ensuring accountability and transparency.
- **Uniform, Grooming & Conduct Standards**  
All officers must adhere to Citiguard's appearance policies, including Oxnard-specific requirements for patches, "District Safety" identifiers, and badge placement.

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### Ongoing Professional Development

Citiguard supports continual learning for all officers through monthly refresher courses, quarterly site evaluations, and field-level coaching. For the Oxnard contract, we will implement:

- **Monthly Scenario-Based Training**  
Supervisors will conduct post briefings using real-world examples (e.g., handling aggressive library patrons, redirecting loiterers in Centennial Plaza, escorting staff during a Service Center dispute).
- **Quarterly Evaluations and Skill Re-certifications**  
Officers undergo formal evaluations of performance, attendance, documentation accuracy, and public interaction, with coaching provided as needed.
- **Cross-Training Between Sites**  
To ensure coverage flexibility, officers will be cross-trained across all Oxnard posts (e.g., Public Library, Parking Structure, ODMD), while maintaining primary assignments to ensure continuity.
- **Emergency Preparedness Drills**  
Citiguard will collaborate with Oxnard Police, Fire, and City management to conduct annual or semi-annual emergency response drills (evacuation, shelter-in-place, medical emergency response).

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### Supervisor & Manager Training

All field supervisors assigned to Oxnard will receive additional training in:

- Team management and performance monitoring
- City-specific escalation protocols
- Client communication and reporting procedures
- Conflict mediation and internal investigations

### **Commitment to Professionalism**

Citiguard ensures that every officer assigned to the City of Oxnard is not just a guard, but a trained, polished, and community-aware public-facing professional. Our training philosophy emphasizes:

- Respectful engagement
- Calm command presence
- Accurate documentation
- Constant learning and self-awareness

By investing in officer development, Citiguard enhances the safety, trust, and professionalism that the City of Oxnard expects from its contracted partners.



**EXHIBIT 1**

**SECURITY SERVICES FEE SCHEDULE**

City of Oxnard  
Security Services Fee Schedule

**City Locations**

Oxnard Downtown Management District	\$ <u>\$14,999.12</u> per month
Oxnard City Library	\$ <u>\$12,030.36</u> per month
Downtown Parking Structure	\$ <u>17,458.56</u> per month
Oxnard Service Center	\$ <u>\$6,924.19</u> per month

**Other Security Services (as needed)**

Event Security (unarmed)	\$ <u>29.00</u> per hour
Emergency Services	\$ <u>29.00</u> per hour
Other Fees (specify) <u>Vehicle Patrol</u>	\$ <u>30.00</u> per <u>hour</u>

Agency Name: Citiguard, Inc.

Agency Phone/Email: 800-613-5903 / howard@citiguardinc.com

Agency President or CEO: Sami Nomair

**EXHIBIT 1**

**SECURITY SERVICES FEE SCHEDULE**

City of Oxnard  
Security Services Fee Schedule

**City Locations**

Oxnard Downtown Management District	\$ 24.00	cost per hour
Oxnard City Library	\$ 24.00	cost per hour
Downtown Parking Structure	\$ 24.00	cost per hour
Oxnard Service Center	\$ 27.05	cost per hour

**Other Security Services (as needed)**

Event Security (unarmed)	\$ 29.00	cost per hour
Emergency Services	\$ 29.00	cost per hour
Other Fees (specify) <u>Vehicle Patrol</u>	\$ 30.00	cost per <u>hour</u>

Agency Name: Citigaurd, Inc.

Agency Phone/Email: 800-613-5903 / howard@citiguardinc.com

Agency President or CEO: Sami Nomair

**EXHIBIT 1**

**SECURITY SERVICES FEE SCHEDULE**

City of Oxnard  
Security Services Fee Schedule

**City Locations**

Oxnard Downtown Management District  
Please provide hourly rate for Supervisor  
and Officer. \$ 29.00 cost per hour (S)

\$ 24.00 cost per hour (O)

Oxnard City Library \$ 24.00 cost per hour

Downtown Parking Structure \$ 24.00 cost per hour

Oxnard Service Center \$ 27.05 cost per hour

**Other Security Services (as needed)**

Event Security (unarmed) \$ 29.00 cost per hour

Emergency Services \$ 29.00 cost per hour

Other Fees (specify) Vehicle Patrol \$ 30.00 cost per hour

Agency Name: Citiguard, Inc.

Agency Phone/Email: 800-613-5903 / howard@citiguardinc.com

Agency President or CEO: Sami Nomair

**10.0 CERTIFICATION: (Submit with your proposal)**

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

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

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

CERTIFICATIONS

I, Howard Fridkin	of	Citiguard, Inc.
<b>Printed Name of Agent/Officer</b>		<b>Name of Organization</b>

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

Signature: Howard Fridkin Date: 07/14/2025

Title of Agent/Officer: Director of Contracts and Procurments

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

ATTACHMENT 3

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM**

The Proposer must identify and describe in detail each conflict of interest, if applicable. Use at least one form for each firm and attach additional documentation as necessary.

1. Describe in detail the nature of the actual or potential conflict(s) (involving project, personnel, financial advantage, or other item), or state none.

NONE

2. For each actual or potential conflict above, describe in detail the measures proposed to mitigate, or state none.

NONE

3. Describe in detail the intended effect of the proposed measures on the actual or potential conflict(s) and how the proposed measures will mitigate the actual or potential conflict(s), or state none.

NONE

Signature Howard Fridkin Date 07/14/2025

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Department of Transportation contract personnel.

Name & Title Howard Fridkin, Director of Contracts and Procurements Phone 800-613-5903

Solicitation # 25-140 Firm Name Citiguard, Inc.

**ATTACHMENT 4**

**NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSERS  
AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the Director of Contracts and Procurements of Citiguard, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 07/14/2025 (date), at West Hills (city), California. (state)

Bidder's Name (Company): Citiguard, Inc.

Signature: *Howard Fridkin* Title: Director of Contracts and Procurements

Print: Howard Fridkin Date: 07/14/2025

**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):  
Citiguard, Inc.

Federal ID Number (or n/a):  
90-1003623

By (Authorized Signature):  
*Howard Fridkin*

Printed Name & Title of Person Signing:

Date Executed

Howard Fridkin, Director of Contracts and Procurements

07/14/2025

Executed in the County of Los Angeles

in the State of California

**OPTION No.2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

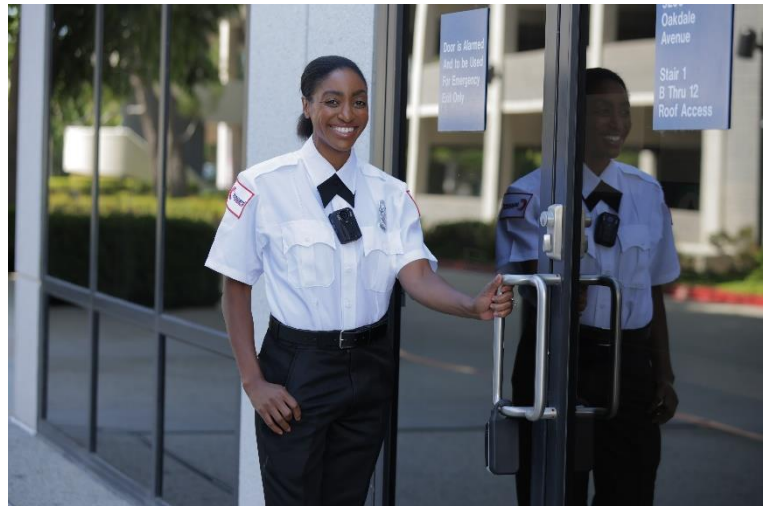
Printed Name & Title of Person Signing:

Date Executed

Executed in the County of \_\_\_\_\_

in the State of \_\_\_\_\_

## UNIFORMS



## UNIFORMS



## UNIFORMS



## UNIFORMS



CITIGUARD

PRIVATE



SECURITY

3007

## PATROL VEHICLES



## PATROL VEHICLES





**ADDENDUM NO. 1**  
**Security Services for the Oxnard Downtown Management District**

**July 15, 2025**

**CERTIFICATION OF RECEIPT OF ADDENDUM**

I certify that I have received this Addenda on behalf of the company listed below.

Signed: *Howard Fridkin*

Dated: 7/16/2025

Print Name: Howard Fridkin

Title: Director of Contracts and Procurements

Company: Citiguard, Inc.

Email: howard@citiguardinc.com

**ADDENDUM NO. 1**

**1.0** This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

**1.1** To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

**2.0 Clarification from the City:****1. Page 9 of RFP bullet point 4 and 5.**

- Support shift patrol, Friday and Saturday, may consist of one uniformed district safety officer who may be on site from 10:00PM to 4:30AM two days per week, Friday and Saturday, with an unpaid 30-minute meal break. (16 hours per week).
- Support shift patrol, Tuesday through Saturday, may consist of one uniformed district safety officer who may be on site from 12:00PM to 8:30AM two days per week, Friday and Saturday, with an unpaid 30-minute meal break. (40 hours per week).

**Replace With**

- Support shift patrol, Friday and Saturday, may consist of one uniformed district safety officer who may be on site from 10:00PM to 6:30AM two days per week, Friday and Saturday, with an unpaid 30-minute meal break. (16 hours per week).
- Support shift patrol, Tuesday through Saturday, may consist of one uniformed district safety officer who may be on site from 12:00AM to 8:30AM two days per week, Friday and Saturday, with an unpaid 30-minute meal break. (40 hours per week).

**2. Cost Proposal page 13 of RFP, bullet point number 1.**

Provide a rate proposal on a monthly basis based on the Security Services Fee Schedule Form (Exhibit 1) for each location. The fee schedule shall include a breakdown of the following:

- Monthly cost for all 4 locations stated in this RFP.

**Replace with****Cost Proposal**

Provide a rate proposal on an hourly basis based on the Security Services Fee Schedule Form (Exhibit 1) for each location. The fee schedule shall include a breakdown of the following:

- Hourly cost for all 4 locations stated in this RFP.

- 3. Page 27 of RFP, Exhibit number 1.**  
Exhibit 1 fee schedule has been updated, please see attached Security Services Fee Schedule.
- 4. Submission date of Proposal has been extended to August 4, 2025 at 2:00 p.m. local time.**

**End Addendum 1**



**ADDENDUM NO. 2**  
**Security Services for the Oxnard Downtown Management District**

**July 16, 2025**

**CERTIFICATION OF RECEIPT OF ADDENDUM**

I certify that I have received this Addenda on behalf of the company listed below.

Signed: *Howard Fridkin*

Dated: 07/16/2025

Print Name: Howard Fridkin

Title: Director of Contracts and Procurements

Company: Citiguard, Inc.

Email: howard@citiguardinc.com

**ADDENDUM NO. 2**

**1.0** This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

**1.1** To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

**2.0 Clarification from the City:**

**I. Page 27 of RFP, Exhibit number 1.**

Exhibit 1 fee schedule has been updated to include hourly rate for Supervisor and Officer for ODMD.

Please see attached Security Services Fee Schedule.

**End Addendum 2**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2025

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

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

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC ID: (DecisionHR) c/o DecisionHR Holdings Inc 5801 Postal Road, PO Box 818020 Cleveland, OH 44181	<b>CONTACT NAME:</b> Cortney Horn	
	<b>PHONE (A/C. No. Ext):</b> 888-828-5511	<b>FAX (A/C. No.):</b>
<b>E-MAIL ADDRESS:</b> Certs@DecisionHR.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> SUNZ Insurance Company		34762
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 DecisionHR I Inc  
 LCF Citiguard Inc  
 5801 Postal Road; PO Box 818020  
 Cleveland OH 44181

**COVERAGES**

CERTIFICATE NUMBER: 84507696

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC042-00263-024	3/26/2025	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

**CERTIFICATE HOLDER**
 976101  
 FOR INFORMATIONAL PURPOSES ONLY
**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Bureau of Security and Investigative Services  
 P.O. Box 989002  
 West Sacramento, CA 95798-9002  
 (916) 322-4000

# PRIVATE PATROL OPERATOR

License No. PPO121572

Valid Until: 09/30/2026

Receipt No. 13357

CITIGUARD  
 22736 VANOWEN ST STE 300  
 WEST HILLS, CA 91307-2656

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

1204.CERT04S.071823

JOB000774.1p32-20240619213347659-00018.ttf//943.870045.D1.00.1.1

CITIGUARD  
 22736 VANOWEN ST STE 300  
 WEST HILLS CA 91307-2656

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES  
 PO BOX 989002  
 WEST SACRAMENTO CA 95798-9002



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Citiguard, Inc</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>22736 Vanowen Street Suite 300</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>West Hills, CA 91307</b>		
	7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
9	0	-	1	0	0	3	6	2	3

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>S. Nomain</i>	Date ▶ 01/01/2025
------------------	---	-------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# TRAINING PROCEDURES AND METHODOLOGY

Created by Michael Quinonez – Fire Life & Safety Director



***Citiguard Employs a Comprehensive and Systematic Approach to Training, Ensuring That All Security Personnel Meet and Maintain the Necessary Certifications and Qualifications.***

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## **Initial Training Program**

New security personnel undergo extensive training programs that cover a wide range of topics, including security protocols, emergency procedures, legal regulations, ethical conduct, and customer service. These programs are designed to equip employees with the fundamental knowledge and skills required for their roles.



## **Certification Verification**

Citiguard conducts thorough checks to verify the certifications and licenses of new hires. This includes confirming the authenticity of security licenses, firearm permits, first aid/CPR certifications, and any other relevant qualifications. Only individuals with valid and verified certifications are employed.

## **Regular Refresher Training**

Security personnel participate in regular refresher training sessions to reinforce their skills and knowledge. These sessions cover updates in security protocols, changes in regulations, and advancements in technology. Refresher training ensures that employees stay current with industry best practices.

## **Continuous Education**

Citiguard encourages security personnel to pursue continuous education opportunities. This can include advanced security training, higher education in related fields, or specialized certifications. The company supports and sometimes sponsors employees in these endeavors to enhance their skills and expertise.

[2]

## **Regular Assessments and Evaluations**

Security personnel undergo periodic assessments and evaluations to gauge their proficiency and identify areas for improvement. These assessments can include written tests, practical exercises, and scenario-based simulations. Performance evaluations are conducted by experienced trainers or supervisors.

## **Hands-On Training**

Citiguard provides hands-on training experiences to ensure that security personnel are proficient in using security equipment, handling emergencies, and executing their duties effectively. Practical exercises enhance their abilities to respond to real-life situations.

## **Mandatory Continuing Education**

Citiguard enforces mandatory continuing education requirements for all security personnel. This includes staying updated on legal regulations, attending workshops or seminars, and completing online courses. Proof of completion is regularly verified to ensure compliance.

## **Documentation and Records**

Citiguard maintains detailed records of all training sessions, certifications, and assessments. These records serve as evidence of employee qualifications and training compliance. Documentation is regularly audited to ensure accuracy and completeness.

## **Supervision and Mentoring**

Experienced supervisors provide guidance and mentorship to security personnel. They offer on-the-job training, share best practices, and provide constructive feedback to enhance employees' skills and confidence.

[3]

## **PC-832 Arrest and Firearms Course**

Hired guards either possess completed training or complete it within the first 30 days. The training comprises two components totaling a minimum of 64 hours: a 40-hour Arrest component and a 24-hour Firearms component for armed guards.

- The Arrest component has a 40-hour requirement
- The Firearms component has a 24-hour requirement (Armed guards only).

## **Client Relations / Service Attitude**

New hires undergo training within their first 30 days, focusing on a client-centered approach, managing difficult clients, fostering client loyalty, and enhancing communication and writing skills.

- Client-Centered Approach
- Dealing with Angry/Upset Clients
- Importance of Client Loyalty / How to Nurture Relationships
- Writing and Communication Skills

## **Emergency Preparedness**

All new hires receive training within their initial 30 days, covering concepts such as awareness, mitigation, response, and recovery. Training addresses various emergency situations, including antiterrorism, active shooter incidents, HazMat incidents, crowd control, and evacuation protocols.

- Antiterrorism



[4]

- Active Shooter
- HazMat
- Crowd Control
- Evacuation protocols

## **Government Laws and Regulations**

Applicants and new hires are tested on their understanding of federal and state laws governing security personnel. Ongoing training ensures compliance with evolving laws and regulations affecting security guards in California.

## **Security Patrol Procedures**

New hires receive training within the first 30 days, focusing on entrance/exit checks, observing suspicious behavior, ensuring people's safety, and being vigilant for emergencies.

## **Citiguard De-escalation Guidelines**

At Citiguard, our foremost goal is to uphold a safe and secure environment for all. A cornerstone of our approach lies in mastering the art of de-escalation. These vital techniques have been proven to calm potentially volatile situations, thwart escalation, and defuse conflicts before they reach a dangerous point. Our specialized training program, meticulously crafted by our team of ex-law enforcement professionals, offers stringent guidelines on employing de-escalation tactics with precision in diverse situations.

### **1. Recognize Early Warning Signs:**

Effective de-escalation starts with identifying early warning signs of aggression or conflict, including physical cues like clenched fists or tense body posture, and behavioral signs such as shouting, aggressive language, or threats.

[5]

## 2. **Control Your Own Emotions:**

Maintaining composure is crucial. Stay calm and composed in all situations, even under high pressure. Be mindful of your body language, tone of voice, and facial expressions, as they can either escalate or de-escalate a situation.

## 3. **Build Rapport:**

Establishing rapport and connecting with the individual you're dealing with can Foster trust and cooperation. Utilize active listening skills, ask open-ended questions, and show empathy to understand their perspective.

## 4. **Clarify the Situation:**

Before attempting to de-escalate, ensure a thorough understanding of the circumstances and the reasons behind the person's behavior. Clarify any misunderstandings or misconceptions, validating their feelings and emotions.

## 5. **Set Boundaries:**

Define clear boundaries and behavior expectations while ensuring the person feels respected and heard. Provide explicit instructions and consequences for non-compliance, while also offering practical solutions and alternatives to the situation.



## 6. **Use Verbal and Non-Verbal Techniques:**

De-escalation tactics encompass both verbal and non-verbal approaches. Verbal techniques involve using a calm and reassuring tone, mirroring the person's language and gestures, and providing choices and options. Non-verbal techniques include open body language, maintaining eye contact, and establishing appropriate physical distance.

## 7. **Seek Assistance:**

In situations where handling becomes challenging or there is a risk of physical harm, promptly seek assistance from other security personnel or law enforcement.

[6]

Have a well-defined escalation plan and know when to involve higher authorities to ensure a swift and safe resolution.

## **Citiguard's Comprehensive Training for Proactive Defense**

While restraint is a fundamental aspect of a guard's security approach, it's crucial to acknowledge that emergency situations may require guards to face physical threats from antagonists. In these challenging scenarios, proactive defense strategies are paramount to ensuring safety and maintaining control. Citiguard security personnel are rigorously trained, prepared, and equipped with the following certifications:

### **1. Firearm Safety Certificate (Armed Guards Only):**

Armed guard applicants must obtain this certification prior to employment. It entails passing a rigorous Department of Justice (DOJ) written test on firearm safety, administered by DOJ Certified Instructors.

### **2. PR-24 Baton Certification:**

All ACOs either possess PR-24 Baton Certification upon hiring or complete the Training within their initial 30 days of employment. This certification comprises a state-mandated course with a minimum of eight hours of instruction. A written examination, requiring a passing score of 83% or better, ensures proficiency.

### **3. Pepper Spray / Mace Permit:**

ACOs are either hired with their pepper spray/mace permit or undergo Comprehensive training within their first 30 days of employment. This training encompasses legal and moral aspects, types of sprays, proper usage protocols, storage guidelines, and recognizing/treating symptoms associated with exposure.

### **4. Emergency Response Training:**

- **Types of Emergencies:** Provide training on various types of emergencies such as fire, medical emergencies, natural disasters, and security breaches.
- **Evacuation Procedures:** Outline clear evacuation routes and procedures For different scenarios.

[7]

- **First Aid and CPR:** Ensure security personnel are trained in basic first aid And CPR to provide immediate assistance in medical emergencies.

## 5. Report Writing Training:

- **Incident Reporting:** Train security personnel to accurately and promptly report incidents, including details such as time, location, individuals involved, and actions taken.
- **Documentation Skills:** Emphasize clear and concise documentation of incidents, ensuring that reports are accessible for future reference.

## 6. Safety Training:

- **Patrol Procedures:** Instruct on effective patrol techniques to identify and address potential safety hazards.
- **Security Equipment Usage:** Provide training on the proper use of security equipment such as surveillance cameras, alarms, and communication devices.



## 7. Community Rules and Regulations:

- **Familiarity with Community Policies:** Ensure security personnel have a thorough understanding of community rules and regulations.
- **Conflict Resolution:** Provide training on resolving conflicts while upholding community standards.

[8]

## **8. Procedural Training:**

- **Access Control Procedures:** Train security personnel on verifying and controlling access to the community.
- **Visitor Management:** Instruct on proper procedures for handling and logging visitors to the community.
- **Package Handling:** Provide guidelines on receiving and handling packages, ensuring security and resident satisfaction.

## **9. Interpersonal Relationships:**

- **Customer Service Training:** Emphasize the importance of good customer service in interactions with residents.
- **Communication Skills:** Train security personnel in effective communication to handle inquiries, complaints, and emergencies with professionalism.
- **Cultural Sensitivity:** Promote cultural awareness to foster positive relationships with a diverse resident population.

## **10. Ongoing Training and Drills:**

- **Regular Drills:** Conduct regular emergency response drills to ensure security personnel are well-prepared.
- **Continuing Education:** Provide ongoing training to keep security personnel updated on new procedures, technologies, and community developments.

## **11. Hours of Training:**

### **a. Orientation (4-8 hours):**

**[9]**

- Introduction to the security company and its policies.
- Overview of the security industry and the role of ACOs.
- Introduction to basic security procedures and professionalism.

**b. Legal and Ethical Considerations (4-8 hours):**

- Understanding relevant laws and regulations.
- Ethics in the security industry.
- Use of force and legal responsibilities.

**c. Emergency Response Training (8-16 hours):**

- First aid and CPR certification.
- Emergency evacuation procedures.
- Handling medical emergencies.

**d. Patrol and Observation (8-12 hours):**

- Techniques for effective patrolling.
- Observation skills and situational awareness.
- Identifying and reporting security threats.

**e. Communication Skills (4-8 hours):**

[10]

- Effective verbal and written communication.
- Radio communication procedures.
- Interacting with the public and residents.

**f. Access Control and Technology (8-12 hours):**

- Access control procedures.
- Proper usage of security equipment (e.g., surveillance cameras, alarms).
- Technology training relevant to the security role.

**g. Report Writing and Documentation (8-12 hours):**

- Writing incident reports.
- Documentation skills and record-keeping.
- Legal considerations in report writing.

**h. Customer Service (4-8 hours):**

- Interacting with residents, visitors, and the public.
- Conflict resolution and de-escalation techniques.
- Cultural sensitivity and diversity training.

**i. Community Rules and Regulations (4-8 hours):**

- Familiarity with community-specific rules.
- Enforcing rules while maintaining professionalism.

[11]

- Handling resident inquiries and complaints.
- j. **Practical Exercises and Drills (8-16 hours):**
- Hands-on exercises to reinforce training.
  - Emergency response drills.
  - Simulations of common security scenarios.
- k. **Regular Refresher Courses: Implement regular refresher courses to reinforce skills and knowledge.**

## **EMPLOYEE PHYSICAL EXAMS**

Citiguard prioritizes the health and physical well-being of its employees through a structured approach to conducting annual physical exams. The company follows a systematic process to ensure these exams are completed on schedule:

### **Pre-employment Medical Screening:**

Before hiring, Citiguard requires candidates to undergo a comprehensive pre-employment medical screening. This screening includes a thorough examination by a licensed medical professional. Candidates are assessed for their overall health, physical fitness, and ability to perform the required job duties.



### **Annual Physical Exams:**

Citiguard mandates that all employees undergo a thorough physical examination on an annual basis. These exams are scheduled and coordinated by the company's HR department. The purpose of these exams is to assess the employee's general health, identify any potential health issues, and ensure that they are physically fit to continue their duties effectively.

[12]

### **Selection of Qualified Healthcare Providers:**

Citiguard partners with qualified healthcare providers or medical facilities to conduct the physical exams. These providers are experienced in occupational health assessments and are capable of identifying health issues relevant to the specific job requirements of security personnel.

### **Standardized Medical Examination Protocol:**

Citiguard ensures that the physical exams follow a standardized protocol. This protocol includes a range of tests and assessments such as blood pressure measurement, vision and hearing tests, cardiovascular health evaluation, musculoskeletal examination, and overall fitness assessment. The examination protocol is tailored to address the unique physical demands of security duties.

### **Documentation and Record-Keeping:**

Citiguard maintains detailed records of each employee's physical exams. These records include the results of the examination, any recommendations made by the healthcare provider, and the employee's overall fitness status. Having accurate documentation allows Citiguard to track employees' health over time and ensure timely follow-ups if necessary.

### **Reminders and Scheduling:**

Citiguard implements a proactive approach to scheduling annual physical exams. Employees receive timely reminders well in advance of their scheduled exam dates. HR personnel assist in coordinating appointments, ensuring that every employee complies with the annual physical examination requirement.

### **Employee Support:**

Citiguard offers support to employees during the physical examination process. This can include providing necessary information, addressing concerns, and ensuring that employees feel comfortable throughout the examination.

## **DRUG AND ALCOHOL TESTING**

Citiguard maintains stringent policies and procedures regarding drug and alcohol testing to ensure a safe and drug-free work environment for its employees assigned to every post.

[13]

The company follows a comprehensive approach that includes pre-employment testing, random testing, and follow-up testing, as well as procedures for reasonable suspicion testing. Here are the details:

## 1. Pre-Employment Testing:

### Pre-employment drug screening:

All candidates undergo mandatory drug testing before they are officially hired by Citiguard. This screening includes tests for commonly abused substances to ensure that prospective employees are drug-free.



**Alcohol screening:** Pre-employment alcohol testing is also conducted to confirm that candidates do not have alcohol-related issues.

## 2. Random Testing:

### Unannounced random drug testing:

Citiguard conducts random drug tests on employees throughout the year. This random approach deters substance abuse and ensures that employees are aware they can be tested at any time.

### Random alcohol testing:

Similar to drug tests, random alcohol tests are administered without prior notice to selected employees, ensuring compliance with alcohol policies.

## 3. Follow-Up Testing:

### Follow-up drug and alcohol testing:

Employees who have previously tested positive for drugs or alcohol, or have undergone rehabilitation, are subject to follow-up testing as part of their continued employment.

[14]

The frequency of follow-up testing is determined on a case-by-case basis, typically involving regular and unannounced tests to monitor ongoing sobriety and compliance with company policies.

#### **4. Reasonable Suspicion Testing:**

##### **Drug and alcohol testing based on reasonable suspicion:**

If there is reasonable suspicion that an employee may be under the influence of drugs or alcohol while on duty, Citiguard reserves the right to conduct drug and alcohol testing. Reasonable suspicion can be based on observed behavior, performance issues, or other specific indicators.

#### **5. Compliance with Applicable Laws:**

##### **Compliance with state and federal regulations:**

Citiguard ensures that all drug and alcohol testing procedures comply with relevant state and federal laws, including the guidelines set forth by the Department of Transportation (DOT) if applicable.

## **ENSURING EMPLOYEES ARE CAPABLE**

Citiguard adopts a comprehensive and strategic methodology to guarantee its employees possess the requisite competencies to effectively deliver services as specified in the Statement of Work (SOW) for each contract. These services encompass safeguarding designated locations through specialized armed, unarmed, or vehicle patrol services. Key components of this approach include:

#### **1. Rigorous Recruitment and Selection Process:**

- Citiguard recruits experienced and qualified security personnel who Have a background in law enforcement, military, or private security.

[15]

- Candidates undergo a thorough screening process, including Background checks, interviews, and skills assessments to ensure they meet the necessary criteria and possess the requisite skills for the job.

## 2. Specialized Training Programs:

- Citiguard delivers thorough training programs meticulously designed to cater to the unique post orders of the facilities or locations to which its personnel are deployed. This training incorporates an expansive spectrum of subjects, encompassing emergency response protocols, access control procedures, conflict resolution strategies, surveillance techniques, and adherence to legal regulations.
- Armed guards receive specialized firearm training, ensuring they are proficient in the safe and responsible use of weapons. Vehicle patrol officers are trained in defensive driving techniques and patrolling methodologies.

## 3. Continuous Professional Development:

- Citiguard invests in the continuous professional development of its employees. Ongoing training sessions and workshops keep security personnel updated on the latest security technologies, industry best practices, and legal requirements.



- Employees are encouraged to pursue relevant certifications and attend Industry conferences, enhancing their knowledge and expertise in the field.

[16]

#### **4. Site-Specific Training:**

- Citiguard conducts site-specific training to ensure that employees are thoroughly acquainted with the distinct layout, security concerns, and crucial areas of each location to which they are assigned.
- Security personnel are trained to handle various situations specific to The facilities they are assigned to, ensuring they are well-prepared to address any security-related issues that may arise.

#### **5. Regular Drills and Simulations:**

- Citiguard organizes regular drills and simulations to assess the Readiness and response capabilities of its security personnel.
- These exercises include scenarios related to intruder detection, emergency evacuations, and coordination with law enforcement agencies, allowing employees to practice their skills in a controlled environment.

#### **6. Strong Supervision and Support:**

- Citiguard maintains a robust supervisory system where experienced supervisors provide guidance, support, and oversight to security personnel.
- Supervisors conduct regular site visits to monitor the performance of security officers, ensuring that they adhere to protocols and maintain a high level of professionalism.

#### **7. Effective Communication and Collaboration:**

- Citiguard emphasizes open communication and collaboration among Security personnel, ensuring seamless coordination during patrols, emergencies, and shift changes.

[17]

- Security officers are trained to effectively communicate with each other and with other relevant parties, fostering a cohesive and efficient security team.

## EMERGENCY PROCEDURES

**Power Failure Procedures:** Citiguard prioritizes thorough training on power failure procedures for our clients to ensure preparedness and effective response during such incidents. Our training program covers a range of essential topics to equip Security Staff with the knowledge and skills needed to mitigate risks and maintain security in the event of a power outage.



- 1. Understanding Power Systems:** We provide detailed insights into the building (s) power infrastructure, including main power sources, backup generators, and emergency lighting systems. Understanding these systems enables Security Staff to identify potential vulnerabilities and respond accordingly.
- 2. Response Protocols:** Our training emphasizes clear protocols for responding to power failures, including immediate actions to ensure the safety of everyone. This includes procedures for evacuating buildings safely if necessary and establishing communication channels with emergency services.
- 3. Emergency Lighting Usage:** Proper utilization of emergency lighting is crucial during power outages. We train Security Staff on how to locate and activate emergency lighting systems to maintain visibility in critical areas such as corridors, stairwells, and exits.
- 4. Security Measures:** In the event of a power failure, security measures must be adapted to maintain the safety and integrity of the premises. Our training covers strategies for securing entrances, monitoring vulnerable areas, and deploying additional Security Staff if needed.

[18]

**5. Communication Protocols:** Effective communication is essential during power outages to coordinate responses and provide updates to relevant stakeholders. We instruct Security Staff on how to establish communication channels using alternative methods such as two-way radios or mobile phones.

**6. Equipment Operation:** Some security equipment may rely on power sources that are affected during outages. Our training includes instructions on how to operate backup systems or alternative equipment to ensure continuous monitoring and surveillance.

**7. Mock Drills and Scenario-Based Training:** Practical exercises and simulated scenarios are integral parts of our training program. By conducting mock drills, Security Staff can practice implementing power failure procedures in a controlled environment, allowing for refinement and improvement of response protocols.

**8. Continuous Education and Updates:** As part of our commitment to ongoing improvement, we provide regular updates and refresher training sessions to ensure that Security Staff remain current with best practices and any changes to procedures or equipment.

**Fire Evacuation Procedures:** Citiguard places great emphasis on training clients in fire evacuation procedures to ensure the safety of all occupants during emergencies. Our comprehensive training program equips Security Staff with the knowledge, skills, and confidence needed to respond effectively in the event of a fire. Here are the key components of our fire evacuation training:

**1. Understanding Fire Risks:** We educate Security Staff about common fire hazards and risks specific to their facility. This includes identifying potential ignition sources, flammable materials, and areas with a high risk of fire occurrence.

**2. Fire Alarm Systems:** Training covers the operation and response to fire alarm systems installed on the premises. Security Staff learn how to recognize different alarm signals, activate alarm systems, and respond promptly upon hearing an alarm.

[19]

**3. Emergency Exits and Evacuation Routes:** We ensure that Security Staff are acquainted with the whereabouts of emergency exits, evacuation routes, and assembly points. This training encompasses identifying both primary and secondary evacuation routes and ensuring unobstructed access to exits at all times.

**4. Evacuation Procedures:** Security Staff are trained on the steps to take when evacuating the building during a fire. This includes calmly directing occupants to the nearest exit, assisting individuals with disabilities or special needs, and ensuring orderly evacuation without causing panic.

**5. Emergency Communication:** Effective communication is critical during fire evacuations. We instruct Security Staff on how to raise the alarm, notify emergency services, and communicate evacuation instructions to all occupants using designated communication methods such as intercoms or two-way radios.

**6. Fire Suppression Equipment:** Training includes instruction on the safe and proper use of fire suppression equipment such as fire extinguishers, hoses, and blankets. Security Staff learn how to assess whether it is safe to attempt to extinguish a fire and when to evacuate instead.

**7. Accounting for Occupants:** Security Staff are trained to account for all occupants during evacuations, particularly vulnerable individuals such as children, elderly persons, or those with mobility impairments. This includes conducting roll calls at assembly points and reporting any missing persons to emergency responders.

**8. Mock Drills and Scenario-Based Training:** Practical exercises and simulated fire scenarios are conducted regularly to reinforce training and allow Security Staff to practice evacuation procedures in a controlled environment. These drills provide valuable experience and help identify areas for improvement.



[20]

**9. Post-Evacuation Procedures:** After evacuating the building, Security Staff are trained on post-evacuation procedures such as assisting emergency responders, providing information about the incident, and conducting debriefings to review the evacuation process and identify lessons learned.

**10. Continuous Education and Updates:** Our commitment to ongoing education ensures that Security Staff receive regular updates and refresher training on fire evacuation procedures, including any changes to protocols or evacuation routes.

**Earthquake Evacuation Procedures:** Citiguard's earthquake evacuation training for clients is meticulously designed to equip individuals with the knowledge and skills needed to respond swiftly and effectively during seismic events. Here are the comprehensive details of Citiguard's earthquake evacuation training program:

**1. Understanding Earthquake Risks:** Clients are educated about the seismic risks specific to their geographical location and facility. They learn about the potential impact of earthquakes on structures, utilities, and infrastructure, as well as the likelihood of aftershocks.

**2. Seismic Hazard Identification:** Training includes instruction on identifying hazards within the facility that may pose risks during an earthquake, such as unsecured objects, heavy furniture, and glass windows. Clients learn how to mitigate these hazards to minimize potential injuries.

**3. Drop, Cover, and Hold On Protocol:** Clients are trained on the internationally recognized safety protocol of "Drop, Cover, and Hold On" during an earthquake. They learn to drop to the ground, take cover under a sturdy object, and hold on until the shaking stops to protect themselves from falling debris.

**4. Emergency Communication:** Effective communication strategies during and after an earthquake are emphasized. Clients learn how to use designated communication channels to notify occupants about the earthquake, provide instructions for evacuation, and relay information to emergency responders.

[21]

**5. Evacuation Routes and Assembly Points:**

Detailed evacuation plans are provided, highlighting primary and alternate evacuation routes, as well as designated assembly points outside the facility. Clients learn how to guide occupants safely to these locations while avoiding hazards such as damaged structures or fallen debris.



**6. Assisting Vulnerable Individuals:** Procedures are outlined for assisting vulnerable individuals, including the elderly, disabled, or injured, during evacuation. Clients learn how to prioritize the safety of these individuals and provide appropriate assistance based on their needs.

**7. Post-Earthquake Procedures:** Clients receive guidance on post-earthquake procedures, including conducting safety assessments of the facility, checking for gas leaks or structural damage, and providing first aid to injured individuals. They also learn how to initiate emergency response protocols and communicate with authorities if necessary.

**8. Mock Drills and Scenario-Based Training:** Practical exercises and simulated earthquake scenarios are conducted regularly to reinforce training and allow clients to practice evacuation procedures in a controlled environment. These drills help identify areas for improvement and familiarize individuals with the appropriate response actions.

**9. Continuous Education and Updates:** Citiguard emphasizes the importance of ongoing education by providing regular updates and refresher training on earthquake evacuation procedures. Clients are informed of any changes to protocols or evacuation routes and encouraged to stay informed about earthquake preparedness measures.

[22]

**Abandoned/Suspicious Packages:** Citiguard's training for identifying and responding to abandoned or suspicious packages is crucial for ensuring the safety and security of our clients' facilities. Here are the detailed components of Citiguard's training program on this matter:

**1. Recognition of Abandoned or Suspicious Packages:** Clients are trained to recognize signs of abandoned or suspicious packages, including unusual appearance, unexpected location, lack of identification, leaking substances, or protruding wires. They learn to trust their instincts and report any concerns immediately.

**2. Initial Response Protocol:** Upon discovering an abandoned or suspicious package, clients are instructed to maintain a safe distance and avoid touching or moving the package. They learn to alert nearby individuals and evacuate the area if necessary, following established evacuation routes and assembly points.

**3. Emergency Communication Procedures:** Effective communication is paramount during such situations. Clients are trained on the importance of promptly reporting the discovery of abandoned or suspicious packages to designated authorities, such as Security Staff, law enforcement, or emergency services. They learn the appropriate channels and methods for reporting, including emergency hotlines or radio communications.

**4. Establishment of Perimeter and Isolation Zone:** Clients learn to establish a safe perimeter around the suspicious package to prevent unauthorized access and ensure the safety of bystanders. They are trained to cordon off the area and create an isolation zone to minimize the risk of harm in case of an explosion or hazardous substance release.

**5. Documentation and Observation:** Detailed documentation of the suspicious package and surrounding area is emphasized. Clients are trained to record essential details, such as the package's size, shape, color, and any identifying features, as well as the circumstances of its discovery. They are also instructed to observe and report any suspicious individuals or activities in the vicinity.

[23]



**6. Coordination with Authorities:** Clients receive guidance on coordinating with law enforcement, bomb squads, or hazardous materials teams to assess and address the situation. They learn to provide accurate and timely information to assist authorities in their investigation and response efforts.

**7. Evacuation and Shelter-in-Place Procedures:** Depending on the nature of the threat, clients are trained on appropriate evacuation or shelter-in-place procedures. They learn to prioritize the safety of occupants and follow established protocols for relocating to safe areas or remaining indoors until authorities provide further instructions.

**8. Mock Drills and Scenario-Based Training:** Practical exercises and simulated scenarios are conducted regularly to reinforce training and familiarize clients with the appropriate response actions. These drills help build confidence, identify areas for improvement, and ensure readiness in real-life situations.

**9. Continuous Education and Updates:** Citiguard emphasizes the importance of ongoing education by providing regular updates and refresher training on identifying and responding to abandoned or suspicious packages. Clients are encouraged to stay vigilant and informed about emerging threats and best practices in security.

**Bomb Threat Procedures:** Citiguard's training for bomb threat procedures equips clients with the knowledge and skills necessary to effectively respond to and mitigate the risks associated with bomb threats. Here are the detailed components of Citiguard's training program on this matter:

**1. Recognition of Bomb Threat Indicators:** Clients are trained to recognize common indicators of a bomb threat, including suspicious packages, unusual behavior from individuals, and anonymous threats via phone calls, emails, or written messages.



## [24]

They learn to remain vigilant and report any suspicious activity immediately.

**2. Initial Response Protocol:** Upon receiving a bomb threat, clients are instructed to remain calm and follow established protocols. They learn to take threats seriously and immediately notify designated authorities, such as Security Staff, law enforcement agencies, or emergency services. Clients are trained to provide detailed information about the threat, including the location, nature of the threat, and any specific instructions provided by the caller or sender.

**3. Emergency Communication Procedures:** Effective communication is critical during bomb threat situations. Clients are trained on the importance of promptly reporting threats and communicating with relevant authorities using designated channels, such as emergency hotlines or radio communications. They learn to maintain clear and concise communication to ensure swift response and coordination.

**4. Evacuation and Shelter-in-Place Protocols:** Depending on the nature of the threat and guidance from authorities, clients are trained on appropriate evacuation or shelter-in-place procedures. They learn to prioritize the safety of occupants and follow established evacuation routes to evacuate the premises safely. In cases where evacuation is not feasible, clients are instructed on shelter-in-place protocols to minimize exposure to potential hazards.

**5. Search and Sweep Procedures:** Clients receive training on conducting systematic searches of their premises to identify any suspicious objects or packages. They learn to follow predefined search patterns and techniques while maintaining a safe distance from potential explosive devices. Clients are also trained to report any suspicious findings to designated authorities for further investigation.

**6. Establishment of Perimeter and Isolation Zones:** In the event of a bomb threat, clients learn to establish a secure perimeter around the affected area to prevent unauthorized access and ensure the safety of bystanders. They are trained to cordon off the area and create isolation zones to minimize the risk of harm in case of an explosion.

[25]

**7. Coordination with Authorities:** Clients receive guidance on coordinating with law enforcement agencies, bomb squads, or hazardous materials teams to assess and address the threat. They learn to provide accurate and timely information to assist authorities in their response efforts and follow instructions provided by law enforcement personnel.

**8. Mock Drills and Scenario-Based Training:** Practical exercises and simulated scenarios are conducted regularly to reinforce training and familiarize clients with the appropriate response actions. These drills help build confidence, identify areas for improvement, and ensure readiness in real-life situations.

**9. Continuous Education and Updates:** Citiguard emphasizes the importance of ongoing education by providing regular updates and refresher training on bomb threat procedures. Clients are encouraged to stay informed about emerging threats and best practices in security to enhance their preparedness and response capabilities.

**Active Shooter Response:** Trained by off-duty Los Angeles law enforcement officers and implementing stringent protocols, Citiguard's elite security personnel exemplify excellence in promptly and efficiently addressing active shooter incidents. Our unwavering commitment is to prioritize the safety and well-being of all individuals involved. Below, we present an overview of Citiguard's comprehensive procedures for managing such critical incidents:

**1. Evacuation Protocol:**

- **Evacuate immediately if a clear path to safety exists:** When faced with an active shooter situation, the priority is to get yourself and others to safety as quickly as possible.
- **Have an evacuation plan and route ready:** Familiarize yourself with evacuation routes and designated safe areas in advance to facilitate swift and organized evacuation.



[26]

- **Assist others in evacuating and prevent access to dangerous areas: Help guide and support individuals who may need assistance in evacuating, and ensure that no one enters areas where the shooter may be present.**
- **Keep hands visible and comply with law enforcement instructions: Law enforcement personnel need to distinguish between potential threats and civilians. Keep your hands visible and follow instructions carefully to avoid being mistaken for the shooter.**

## **2. Hiding Protocol:**

- **Find a hiding place away from the shooter's view if evacuation is not possible: If evacuation is not feasible, seek shelter in a secure location away from the shooter's line of sight.**
- **Choose locations with protection from gunfire and ensure you're not trapped: Select hiding spots that provide physical barriers, such as solid walls or furniture, to shield you from gunfire. Ensure that your hiding place allows for freedom of movement and escape if necessary.**
- **Secure doors and barricade entry points with heavy objects: Take proactive measures to fortify your hiding place by securing doors and barricading entry points with heavy objects to impede the shooter's access.**

**3. Proactive Duties (Role in Immediate Risk Situations):** In situations where occupants' safety is immediately threatened by an active shooter, prioritize safety by avoiding direct engagement with the shooter.

- **Secure yourself in a safe area and provide real-time information to local law enforcement, including the shooter's location, description, and any other relevant details.**
- **Enable law enforcement to employ tactical strategies effectively to neutralize the threat while minimizing harm to occupants.**

[27]

#### 4. Interaction with Law Enforcement:

- Stay calm and composed when interacting with law enforcement officers.
- Keep your hands visible at all times and avoid making sudden movements.
- Provide law enforcement with accurate and timely information about the situation, including the number of shooters, their location, and any weapons they may possess.



#### 5. Training Client Staff (Emergency Action Plan Development):

- Collaborate with stakeholders to develop a comprehensive Emergency Action Plan tailored to the specific needs and layout of the facility.
- Conduct regular training exercises and mock drills to familiarize client staff with the Emergency Action Plan and ensure they are prepared to respond effectively in an active shooter situation.
- Train client staff to recognize the sound of gunshots, assess threats quickly, and take decisive action to protect themselves and others.
- Provide instruction on how to effectively communicate with law enforcement, emergency responders, and other stakeholders during an active shooter incident.
- Emphasize the importance of maintaining a survival mindset and remaining calm under pressure.

#### 6. Preparation and Prevention to Maximize Safety:

- Establish multiple evacuation routes throughout the facility and clearly mark them to ensure easy identification during emergencies.

[28]

- Implement preventive measures such as access controls, surveillance systems, and visitor screening procedures to deter potential threats and enhance security.

#### **7. Recognizing and Managing Workplace Violence:**

- Train client staff to recognize warning signs of potential workplace violence, including behavioral changes, verbal threats, or hostile actions.
- Implement reporting protocols to encourage the prompt reporting of suspicious behavior or security concerns to appropriate authorities for investigation and intervention.

#### **8. Managing Post-Incident Consequences:**

- Conduct thorough post-event assessments to evaluate the effectiveness of response efforts and identify areas for improvement.
- Provide support and assistance to individuals affected by the incident, including counseling services, debriefing sessions, and follow-up care as needed.

#### **9. Filling Operational Gaps:**

- Identify any deficiencies or shortcomings in personnel, procedures, or equipment that may have been exposed during the active shooter incident.
- Take proactive steps to address and rectify these gaps, such as updating training protocols, enhancing communication systems, or augmenting security measures, to improve preparedness and response capabilities for future incidents.

***At Citiguard, your safety is our priority, and our personalized training ensures you're always prepared to handle emergencies confidently and effectively.***

# Downtown Security Contract with Citiguard Inc.

Community Services, Public Safety, Housing & Development Committee  
January 27, 2026

City Council  
February 17, 2026

Miguel Serrato, Commander

For the Community Services, Public Safety, Housing & Development Committee and City Council to:

1. Approve and authorize the Mayor to sign a five (5) – year agreement (contract number 32600276) with Citiguard Inc. for security guard services in the Oxnard Downtown Management District (ODMD), Central Business District Downtown Parking Structure, the Oxnard Public Library, and the Oxnard Service Center.
2. Approve and authorize the Mayor to approve a budget in the amount not to exceed \$2,575,000.00 starting March 1, 2026, which is the total cost projection for the five-year agreement (contract number 32600276).

- The City has maintained general service agreements with private patrol operators to provide uniformed security guard services in the Central Business District (CBD) since 2005.
- On January 24, 2017, an approval was granted for a security officer to provide coverage at the Oxnard Public Library.
- On February 2017, an approval was granted for a security officer to provide coverage at the Oxnard Service Center.
- On July 2025, a security officer was requested to provide coverage at the Downtown Parking Structure 24/7.



# Request for Proposal (RFP)

- A Request for Proposal (RFP) was distributed on July 1, 2025.
- Twenty-one (21) proposals were received.
- Following an evaluation process, Citiguard Inc. was selected.
- The rating panel consisted of a public library manager, a downtown executive director, a department administrative specialist, and a public works manager. A police Commander and a police Sergeant served as subject-matter experts and supervised the process.
- Citiguard Inc.'s quote of \$515,000 annually was among the lowest in the proposals.
- In addition to cost, the panel considered the vendor proposal qualifications, experience with similar contracts, past performance, evidence of good organizational and management practices, ability to provide security personnel reliably, and the quality of presentation.
- Vendors were also required to propose a security plan tailored to the CBD's specific needs, and demonstrating how they could deliver these services within the available budget.
- Citiguard Inc. was selected based on the above criteria because the rating panel believed it provides the services best suited to the current needs of all locations.



Services currently provided by security:

## Oxnard Downtown Management District (ODMD/CBD)

- The Oxnard Downtown Management District (ODMD) is managed by the Downtown Oxnard Improvement Association (DOIA). This is an approximate thirty-two square block area in Downtown Oxnard bounded by Wooley Road to the south, First Street to the north, the west alley of “C” Street to the west, and the east alley of Meta Street to the east.
- Security will patrol the assigned areas
- Observe and report any violations, illegal or hazardous activities.
- Deter crime and misconduct through high-visibility patrols and interactions with suspicious individuals.
- Report incidents of graffiti, vandalism, lighting outages, and other issues affecting public safety to designated responsible agencies for repair.
- Work with local law enforcement and report all issues.
- The current schedule for ODMD/CBD security guard services provides 136 security guard-hours per week and forty (40) hours for a security supervisor.

## Services currently provided by security:

### Oxnard City Library

- The Oxnard Public Library (OPL), located at 251 S. “A” Street, is owned and operated by the City of Oxnard.
- Security Guard presence.
- Will have a good temperament to work and communicate with compassion with adults, teens, and children of all ages, and be capable of de-escalating incidents and controlling a crowd in all circumstances.
- Observe and report any violations, illegal or hazardous activities, to law enforcement.
- The schedule for the Oxnard City Library security guard services will be forty (40) hours per week.

## Services currently provided by security:

### Oxnard Service Center

- The Oxnard Service Center is located at 214 S. “C” Street and is also owned and operated by the City of Oxnard.
- Security Officer presence.
- Observe and report any violations, illegal or hazardous activities and/or items to law enforcement immediately.
- The schedule for the Oxnard Service Center security guard services will be 95 hours bi-weekly.

## Downtown Parking Structure

- The Downtown parking structure is located at 328 S. “B” Street and is also owned and operated by the City of Oxnard.
- Security Guard Services will be required 24 hours a day, 7 days a week. Security Service staff will patrol all four levels of the parking structure, including elevator lobbies, stairwells, the perimeter, and general parking areas.
- Observe and report any violations, illegal or hazardous activities, to law enforcement.
- Security Guard Service may provide security officers to support on-demand requests. This would include planned and unplanned events across the City of Oxnard.

- Citiguard Inc. will provide adequate supervision for all patrol persons.
- Citiguard Inc. and City staff will agree upon the location of guard patrols and the frequency of the patrols.
- Citiguard Inc. shall provide copies of guard tour logs and daily post logs bi-weekly to the City's facilities manager and Police Department, and at any time upon demand.
- Citiguard Inc. will work cooperatively with the Oxnard Police Department to develop protocols for employees to take action required to handle incidents on City property.
- Citiguard Inc. shall provide written summaries of incidents involving habitual offenders known to the patrol staff, or situations causing a concern for public safety, or violence. The written summaries will be transmitted to the Oxnard Police Department's office assigned to the patrol, the Oxnard Downtown Management District, the Oxnard Public Library, the Service Center, and the Parking Structure.



FY	Billing Rate
<p><b>FY 21-22 PSC</b></p>	<p><b>Security Officer: \$23.81 Supervisor: \$28.19</b></p>
<p><b>FY 22-23 PSC</b></p>	<p><b>Security Officer: \$23.81 Supervisor: \$28.19</b></p>
<p><b>FY 23-24 PSC</b></p>	<p><b>Security Officer: \$23.81 Supervisor: \$28.19</b></p>
<p><b>FY 24-25 PSC</b></p>	<p><b>Security Officer: \$23.81 Supervisor: \$28.19</b></p>
<p><b>FY 25-26 Amendment (PSC) 10/1/25 to 2/28/26</b></p>	<p><b>Security Officer: \$27.37 Supervisor: \$28.19</b></p>
<p><b>FY 26-27 Citiguard Inc.</b></p>	<p><b>Security Officer: \$24.00 Supervisor: \$29.00</b></p>

- Oxnard City Library has agreed to pay \$49,920 annually.
- Oxnard Service Center has agreed to pay \$64,896 annually.
- Public Works/Facilities has agreed to pay \$212,832 annually for the Downtown Parking Structure.
- The Oxnard Police Department and the Downtown Oxnard Improvement Association (DOIA) have agreed to pay the security fees. The Oxnard Police Department will pay \$105,128 annually, and DOIA will pay \$75,000 annually, for a total of \$180,128.

Projected Cost of Agreement Annually:

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Oxnard Downtown Management District:	\$180,128
Oxnard City Library:	\$49,920
Downtown Parking Structure:	\$212,832
Oxnard Service Center:	\$64,896
Total Annual Agreement:	\$507,776
Total Annual Estimate:	\$515,000
Total Five (5) Year Cost Agreement:	\$2,575,000
(Not to Exceed)	



# QUESTIONS



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

### REPORTS

#### AGENDA ITEM NO. D.2

**DATE:** January 27, 2026

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

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

**SUBJECT:** Update on Contract Negotiations with OPAC Nonprofit for operations of the “Meeting Rooms” at the Oxnard Performing Arts & Convention Center (PACC).

#### RECOMMENDATION

That the Community Services, Public Safety, Housing & Economic Development Committee:

- Receive an update on the contract negotiations with the OPAC nonprofit for facility operations of the “Meeting Rooms” at the Oxnard Performing Arts & Convention Center (PACC)
- Provide feedback on the nine outstanding items related to the contract
- Discuss any additional items or questions the Committee needs for consideration of the contract, and determine if any of the items need to return to the Committee; or
- Direct staff to continue work on the outstanding issues within the contract with the nonprofit and Sterling, and bring it to the City Council for further discussion.

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

<https://youtu.be/4bR0FHRq7CI>

#### BACKGROUND

##### Negotiations Overview

City staff have engaged in extensive negotiations with the Oxnard Performing Arts Center Corporation (OPAC) nonprofit to implement the City Council’s direction to divide operations management of the Oxnard Performing Arts & Convention Center (PACC) between Sterling Venue Ventures (Sterling) to manage theater operations and for the nonprofit to manage the “meeting rooms.” Staff have periodically checked in on various discussion items with Sterling throughout this process; however, once negotiations are completed with the nonprofit, staff will also workshop Sterling’s contract with the committee, with the goal of bringing both contracts together to the City Council for consideration.

While discussions have progressed with the nonprofit, staff is seeking direction from the Council Committee in negotiating parts of the contract related to security and public safety, contractual oversight, and revenue allocations. After multiple negotiation meetings, nine key contract items remain at an impasse. Staff is seeking Committee direction on these items to ensure the final contract proposed to the City Council supports protecting the public’s safety, minimizes City liability, provides continued fiscal responsibility, and establishes clear authority and accountability for all parties.

## **Facility and Operations Overview**

The Oxnard Performing Arts & Convention Center (PACC) is a City-owned facility constructed in 1968. Over the past several decades, the facility has experienced significant deferred maintenance. A 2024 facilities assessment identified more than \$9.3 million short- and long-term capital repair needs (not including seismic upgrades). The Phase II Seismic Study is currently underway.

On May 20, 2025, the Public Works Department provided a mid-cycle Capital Improvement Program (CIP) update to Council, which included a rough order-of-magnitude estimate of approximately \$22 million for a seismic retrofit project, which included required structural upgrades and associated ADA improvements that the seismic work may trigger. All together, the PACC is anticipated to require more than \$30 million in capital improvements and repairs.

In 2019, when facing a \$9.2 million structural budget deficit, the City issued a request for proposals for a contract with an experienced third-party professional to manage operations at the PACC. At that time, the PACC required substantial General Fund and Measure O support, with increasing operational subsidies of more than \$1.6 million by FY 2017–18, which was not sustainable. To keep the facility open to the public, an experienced vendor was needed to oversee daily operations while reducing reliance on the City, and generate sufficient revenue to support the facility without continued operating subsidies.

In 2020, the City Council awarded a contract to Sterling to manage all PACC operations (both the “Theater” and “Meeting Rooms”). Within this contract, Sterling works in coordination with the nonprofit managing “Meeting Room” rentals, splitting revenues 50/50 between either Sterling and the City or the nonprofit and the City, depending on which party books the room rentals.

On February 18, 2025, the City Council approved a five-year extension of Sterling’s contract through March 2030 (which makes Sterling the current facility operator) and directed staff to negotiate a contract between the City and the nonprofit for management of the “Meeting Rooms.” Once a contract is agreed to between the City and the nonprofit, Sterling’s contract would also have to be updated and approved by the City Council to continue to manage theater operations. Council requested a progress update within six months and the return of both contracts for consideration within one year.

The items before the Committee staff is seeking direction on tonight relate to the proposed contract with the nonprofit, as staff will bring the proposed contract with Sterling to the Committee following direction received from this discussion.

## **Challenges**

Staff have spent considerable time evaluating the operational, legal, public safety, risk, and oversight challenges associated with dividing the facility operations between two operators. An update on this work was included in the August 12, 2025 memo to the City Manager, which was shared with the Council and attached to this report.

Since September 2025, a negotiation team representing the Cultural and Community Services (CCS) department, the City Manager’s Office (CMO), and the City Attorney’s Office (CAO) has met seven times with the nonprofit staff and board members to discuss the specifics of a “Meeting Rooms” facility management and operations contract. To facilitate this contract, the nonprofit is required to operate in two fundamentally different capacities:

- 1.) as a community arts nonprofit focused on administrative, programming, and fundraising, and
- 2.) as a revenue-generating event rental and facility operator of a City-owned facility.

These two identities can create challenges during negotiations, as the nonprofit frequently cites its mission-driven purpose as justification for modifying standard operational or industry best practices that would be required for professional facility operators.

The other challenge remains negotiating with both parties. In order to separate the contract between the two operators (Sterling and the nonprofit), both will have to agree to the proposed changes. To date, the more extensive conversations have been with the nonprofit, with City staff receiving a written counter proposal from the OPAC nonprofit board on Friday, January 9, 2026. The City met once again with the nonprofit on January 14, and decided to bring the items that have reached an impasse to the January 27 committee for discussion and direction. However, both parties have expressed concerns about the financial impacts of dividing the facility between two operators. If the two parties do not agree to the contract changes, the result will be to restart the process through an open public RFP bid, which may result in additional costs for City management, concerns from the public about ongoing operations, and disrupted revenue streams for capital improvements.

Staff's recommendations consider the importance of the City contracting with a professional event and facility operator(s) capable of overseeing events, enforcing policies, ensuring the public's safety, and adhering to local and state laws.

### **Nonprofit Contract**

As part of the contract negotiation process, staff contacted several municipal performing arts centers throughout California to better understand their standard operational models and the role of their affiliated nonprofits. Based on this research, staff learned that Oxnard's proposed operations model to contract with a nonprofit to manage room rental operations is unique.

In most comparable cities, nonprofits primarily serve to fundraise and support programming and community engagement for the performing arts center. The facility operations are often contracted out to specialized operators, or the city manages the facilities directly. With insights from this outreach and knowledge of the nonprofit's developing event operational capabilities, the City would need to provide more oversight than was initially anticipated and budgeted for when these operational roles were previously provided by Sterling. As such, the City is creating a standard engagement framework along with new processes, procedures, and management tools in order for City staff to effectively manage the facility, its contracts, and avoid oversight gaps.

Despite these efforts throughout the negotiation process, staff have identified several recurring challenges associated with this structure, which are outlined for the Committee to discuss and provide direction.

### **DISCUSSION**

The City and the nonprofit have been negotiating in good faith. The process has taken time, but it has led to some progress, especially on day-to-day operations. That said, talks have slowed for several reasons: this is an exploratory pilot process, the nonprofit is still learning what is required to operate the facility, and there are many operational activities that Sterling previously handled that still need to be done. It has also taken time to get responses from the nonprofit and its board. In some cases, items the City thought were already tentatively agreed to were reopened, and there has been resistance to using the City's standard systems and enforcement practices. The City and the nonprofit also have different expectations about oversight and acceptable risk related to security oversight and facility monitoring.

Several key issues are still unresolved and need policy direction from the Committee. The tables below describe each issue from both sides and include a staff recommendation for the Committee to consider.

### **Nine Outstanding Contract Items**

**Item 1: Liquor License & Alcohol Oversight**

Alcohol service at the PACC is governed by strict Alcoholic Beverage Control (ABC) regulations, which allow only one liquor license per facility. Sterling has invested a significant amount of time, effort, and finances, and currently holds this license. Sterling is legally responsible for all alcohol compliance throughout the entire venue at all times and for all events and meetings whether alcohol is served or not.

Staff recommends that Sterling maintain the single liquor license for the PACC and centralized oversight of alcohol service. However, this approach includes operational considerations that will require clear contractual definitions to be drafted by the City and agreed to by all parties, such as: coordination of staffing and scheduling for licensed bartenders during community room events, delineation of roles and responsibilities related to incident response and reporting, alignment of service hours with event schedules, and coordination with required security and on-site event monitors.

<b>Item 1: Liquor License &amp; Alcohol Oversight</b>			
Determine who will be responsible for upholding the policies and procedures related to ensuring compliance with federal, state, and local laws.			
<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
<p>ABC regulations allow only one liquor license per facility, which Sterling holds.</p> <p>Therefore, Sterling is legally responsible for alcohol compliance. Any alcohol violations at the PACC facility place the license at risk.</p>	<p>Retains sole liquor license and centralized control over all alcohol service &amp; enforcement at the facility.</p>	<p>Supports Sterling holding the liquor license for the facility.</p> <p>Requests greater control over alcohol-related decisions and requests additional leniency before events are shut down.</p>	<p>Sterling retains the single liquor license and full authority over alcohol service, enforcement, and event shutdown decisions.</p> <p><b>WHY</b></p> <p>Under State law, the ABC license holder is legally responsible for alcohol compliance. Any violation can jeopardize the license, shutting down the alcohol service facility-wide and potentially exposing the City to financial and legal risk.</p> <p>Centralizing authority with Sterling ensures that enforcement is handled by the party that carries the liability and protects both public safety and the City’s investment.</p>

**Item 2: Event Security**

Security issues have repeatedly occurred at nonprofit-managed events. At the same time, Sterling has been accused of being overly cautious with event oversight. As detailed in past memos (October 2024 and August 2025), these issues include discovery through insurance claims of previously unreported incidents that resulted

in injury, people drinking at “non-alcohol” events, reports of underage drinking, sneaking alcohol into the venue or people drinking in the parking lots and re-entering events.

The nonprofit has raised concerns regarding enforcement actions taken by Sterling and has requested greater leniency, particularly related to alcohol violations. However, these incidents are governed by City ordinances and State regulations and are not discretionary. Sterling, as the professional operator and holder of the sole ABC license for the facility, must enforce compliance to protect public safety and avoid jeopardizing the license.

To address enforcement concerns raised by the nonprofit, City staff consulted Scott Swenson, Oxnard Police Department’s Safer Neighborhoods and Firearms, Alcohol, Cannabis and Tobacco (F.A.C.T.) Compliance Specialist. Mr. Swenson confirmed the complexity of alcohol-related regulations and the importance of experienced, centralized oversight.

According to Mr. Swenson, fragmented security among multiple parties increases the risk of inconsistent enforcement, delayed incident response, and heightened public safety and liability exposure. A copy of his report and his recommendations for security enforcement is attached, which affirms that ABC licensees must actively manage events (including restricting re-entry, monitoring parking areas, and ending events when necessary) to protect public safety and the license.

When operating at maximum capacity, the facility can accommodate nearly 3,500 patrons. Under these conditions, a single point of contact for security is recommended to ensure effective crowd control and formalized crowd management. Centralized oversight supports the development of a coordinated security plan when required and promotes consistency in security practices over time.

The City must balance customer experience with public safety and legal exposure. As noted by Mr. Swenson, fragmented security structures increase the likelihood of inconsistent enforcement, delayed responses to incidents, and confusion among event clients.

Staff therefore recommends centralized security oversight, managed by Sterling for both alcohol and “non-alcohol” events, to provide a clear point of authority for crowd control at all stages of an event (including entry, exit, and on-site operations) while ensuring consistent standards, rapid response, and clear authority to intervene when necessary.

<b>Item 2: Event Security (Alcohol and Non-Alcohol Events)</b>			
There have been numerous security incidents at nonprofit-managed events, including alcohol violations, fights, and injuries. Guidance from Oxnard’s Firearm, Alcohol, Cannabis and Tobacco (F.A.C.T.) Compliance Specialist underscores the importance of proactive oversight of event security to ensure compliance, protect the public’s safety, and protect the facility’s ABC license.			
<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
<p><b><u>Security for events with alcohol</u></b> All alcohol-related events operate under Sterling’s sole ABC</p>	<p>Sterling maintains all security for events that have planned</p>	<p>The nonprofit agrees that Sterling will provide security for alcohol-related events or meetings.</p>	<p>Staff recommends that Sterling, as the ABC license holder, maintain security for all alcohol-related events.</p>

<p>license.</p> <p>Sterling continues to respond to security incidents at nonprofit-managed alcohol events, including:</p> <ol style="list-style-type: none"> <li>1. Fights and physical altercations</li> <li>2. Underage drinking</li> <li>3. Alcohol consumption in parking areas</li> <li>4. Alcohol brought into events</li> </ol> <p>Five alcohol events were shut down due to safety and compliance violations.</p>	<p>alcohol service.</p> <p>Sterling will not tolerate unlawful activity (alcohol brought in from outside or minors drinking). Sterling agrees to a de-escalation process, but maintains the right to close an event that it deems unsafe or puts either Sterling or the City of Oxnard at risk.</p>	<p>However, the nonprofit requests additional procedures for managing the security at these events.</p> <p>The non-profit requests additional opportunities for events to come back into compliance after incidents; they also would like additional de-escalation practices, and prefers not to have an event closed down.</p>	<p>City staff are developing procedures to help support both operators at the PACC. Attached to the staff report is a list and draft descriptions of intended Exhibits which will accompany the OPAC Contract. Some flagged Exhibits may also accompany the Sterling Contract.</p> <p><b>WHY</b></p> <p>Alcohol-related events carry heightened legal, safety, and insurance risk. Because Sterling holds the ABC license, any violations at nonprofit-managed events can result in fines, penalties, or loss of the license, which would impact all operations at the PACC and Sterling’s business.</p>
<p><b><u>Security for events without alcohol</u></b> (Since May 2025)</p> <p>Three nonprofit events designated as “non-alcohol” resulted in serious incidents, including:</p> <ol style="list-style-type: none"> <li>1. Underage alcohol consumption</li> <li>2. Open containers brought into events</li> <li>3. Fighting, racial slurs, injuries, and threats of harm</li> </ol> <p>Multiple nonprofit events were documented with no</p>	<p>Sterling prefers to provide all security for events (alcohol and non-alcohol). This would provide centralized oversight of security operations, and incidents could be managed in a more standardized process prior to escalation. As the ABC license holder, Sterling has a vested interest in preventing</p>	<p>For events/gatherings during which alcoholic beverages are not served, the OPAC Board will staff security guards, according to City requirements for such events.</p>	<p>Staff recommends that Sterling shall manage security for all events at the PACC, including events without planned alcohol service. This provides Sterling full authority to enforce laws, manage incidents, and close events when required to protect public safety and regulatory compliance.</p> <p><b>WHY</b></p> <p>The F.A.C.T. Compliance Specialist confirmed that any event poses a risk of unauthorized alcohol activity, regardless of event designation.</p> <p>Fragmented or inconsistent security increases the likelihood of delayed response, underreporting, and</p>

<p>security or inadequate security.</p> <p>Unauthorized alcohol use at non-alcohol events still exposes Sterling’s ABC license to enforcement action.</p>	<p>alcohol violations at all events at the PACC.</p>		<p>regulatory violations.</p> <p>Centralized security under Sterling, the ABC license holder, ensures consistent enforcement, protects public safety, minimizes City liability, and safeguards the PACC’s liquor license.</p>
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**Item 3: Revenue Split and Concessions**

Under the proposed two-operator model, the City will be responsible for managing and overseeing two separate contracts at the PACC. This represents a significant change from the current structure, where Sterling serves as the sole operator and is responsible for day-to-day oversight, contract compliance, revenue verification, and incident management. As a result, City staff will assume new operational, financial, and compliance responsibilities (previously managed by Sterling) that will require ongoing city staff time and resources.

Staff’s recommendations for this item are intended to ensure that the PACC continues to operate without additional subsidies from the General Fund or Measure O (which is ending soon), that new administrative costs are fully offset, and that net revenues remain available for reinvestment in deferred maintenance and capital improvements that are sorely needed at the facility.

**Revenue Split**

The original 2020 agreement established a 50/50 rental revenue split between the City and the operator, Sterling. In an effort to support the nonprofit, Sterling extended this same revenue-sharing arrangement to OPAC for any meeting room rentals booked by the nonprofit. During this period, Sterling continued to manage the meeting rooms and associated operations, while receiving no share of rental revenues generated by nonprofit-booked events.

The City’s staff report for the current contract with Sterling established annual revenue targets for the “Meeting Rooms” as follows: \$92,700 for FY 2026; \$95,481 for FY 2027; \$98,345.43 for FY 2028; \$101,295.80 for FY 2029; and \$104,334.67 for FY 2030. These original targets, first developed in the 2020 contract, were based on historical usage and revenue data from prior City operations and were set conservatively to ensure the facility could remain open without subsidy or negative impact to the City’s General Fund. Deferred Capital Improvement reinvestment was also a criteria required of the facility operators.

To account for increasing utility costs and maintenance needs associated with current facility usage, the current agreement with Sterling applies a 3% annual increase to the meeting room revenue targets, resulting in the figures listed above. Any City revenues generated above these targets are deposited into the PACC Fund and reinvested in facility maintenance and capital improvements.

Since 2020, meeting room activities (primarily parties, weddings, and meetings) have generated \$182,478.88 in revenue above target levels for PACC capital improvement projects and maintenance (as of July 2025).

In addition to routine facility maintenance (e.g., plumbing, fire alarms, HVAC), the City has invested \$1,160,737 in capital improvements at the PACC through the CIP program, including roof repairs in the Ventura and Oxnard Rooms and Phases I and II of the seismic study. However, there is still more than \$30

million in identified capital improvement needs, including more than \$9 million documented in a facilities assessment and an estimated \$22 million in seismic and structural repairs identified to date.

Under Sterling’s current single-operator model, the existing 50/50 revenue split for meeting room rentals was structured so that both the City and the nonprofit received rental revenue, while Sterling (although performing management activities) did not retain a percentage of those funds. Under the proposed dual-operator model, however, City staff would assume additional responsibilities, including enforcing policies, monitoring compliance, verifying rentals and payments, tracking incidents, and resolving disputes related to nonprofit-booked events.

Staff anticipates a minimum of 10 hours per week dedicated to managing and overseeing the nonprofit contract, resulting in estimated annual costs of approximately \$32,113.53, exclusive of potential overtime. These staffing and oversight costs did not exist under the previous single-operator model.

To offset these new costs and avoid reducing funds available for facility reinvestment, staff recommends adjusting the meeting room revenue split from the current 50/50 arrangement to a 60/40 split in favor of the City. Based on FY 2025 meeting room rental revenue of approximately \$370,000—of which the City received nearly \$185,000—the additional 10 percent retained by the City would generate approximately \$37,000 annually, closely aligning with the projected staff oversight costs.

Under the proposed agreement, the nonprofit will continue to receive significant operational benefits, including complimentary office space, parking, subsidized utilities, and onsite storage at the PACC. Staff does not recommend reimbursement for building depreciation or capital assets beyond these existing benefits.

### **Concessions**

As an event venue facility, the PACC incurs operational and infrastructure costs associated with hosting events, regardless of who produces or books them. Service charges and food and beverage participation are standard industry mechanisms used by performing arts centers and convention venues to recover these costs and ensure facilities remain financially sustainable without reliance on public subsidy.

Food and beverage service charges are a standard practice across the events and hospitality industry. Industry norms typically include event service charges ranging from 15 to 22 percent, along with facility participation in food and beverage revenue, at percentages higher than those currently required by the City.

Sterling operates as a full-service event management company, including providing food and beverage services for special events held at the PACC. Under the City’s contract with Sterling, the City receives 15% of the gross margin (food & beverage less cost of sales) for concessions (excluding taxes and gratuities on concessions). All revenue above the target revenue is deposited into the PACC Fund and used to support ongoing facility maintenance and deferred capital improvements.

Without a parallel 15% gross margin requirement, OPAC-booked events would effectively be subsidized by the City, reducing funds available for capital reinvestment and shifting facility operating costs onto taxpayers. To maintain equitable treatment across all events and preserve a revenue source for Capital Improvements, staff recommends applying the same 15% gross food and beverage margin requirement to all OPAC-booked events, regardless of whether food and beverage sales are made directly by OPAC or by third-party vendors.

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### **Item 3: Revenue Splits and Concessions**

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**Item 3.A: Revenue Splits**

Under the new two-operator model, City staff will assume new operational, financial, and compliance responsibilities (previously managed by Sterling). City staff is recommending that the revenue split be 60/40, with the City receiving 10% more of the revenue to offset the additional staff time and management that will be dedicated to overseeing the nonprofit's contract and events at the PACC.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>The original 2020 agreement established a 50/50 rental revenue split between the City and the operator, Sterling. In an effort to support the nonprofit, Sterling extended this same revenue-sharing arrangement to OPAC for any meeting room rentals booked by the nonprofit. During this period, Sterling continued to manage the meeting rooms and associated operations, while receiving no share of rental revenues generated by nonprofit-booked events.</p> <p>Under the two-operator model, City staff will assume additional responsibilities for contract oversight, compliance monitoring, revenue verification, and incident tracking. This additional oversight is estimated to require approximately 10 hours per week of staff time and ongoing administrative resources.</p>	<p>Sterling has concerns about its current clients and the impact on future “Meeting Rooms” revenues.</p>	<p>That the 60%/40% split would be in effect until the rental income submitted to the City reaches \$95,000 for the fiscal year. Then, the rental income split would revert to a 50%/50% split for the remainder of that year. After one year of implementation, the need for the monitor would be evaluated in collaboration between the City leadership and the OPAC Board.</p>	<p>Maintain a permanent 60/40 split in favor of the City for all nonprofit-booked meeting room rentals, with the split to be revisited in one year. The City’s “Meeting Rooms” revenue goals are \$95,000 annually. Based on FY 2025, the total “Meeting Rooms” annual rental revenue was nearly \$370,000, of which the City received nearly \$185,000. With a 60/40 split, the additional 10% retained by the City would generate approximately \$37,000 annually, which closely aligns with the projected staff management and oversight costs.</p> <p><b>WHY:</b> The City’s objective is to avoid new operating losses and preserve net revenues for facility reinvestment. The additional 10% retained by the City will offset increased staff oversight and ensure revenues remain available for deferred maintenance and facility reinvestment.</p>

**Item 3.B: Concessions**

As an event venue, the PACC incurs operational and infrastructure costs associated with hosting events, regardless of who books or produces them. Service charges and food and beverage concessions are standard industry practices to recover these costs and avoid reliance on public subsidy. The current PACC operations contract requires Sterling to remit 15% of the gross margin (food & beverage less cost of sales) for

<p>concessions (excluding taxes and gratuities on concessions) to the City. These revenues contribute directly to reinvesting in the deferred maintenance of the facility.</p>			
Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>Service charges and food and beverage concessions (typically ranging from 15–22%) are standard industry practices.</p> <p>Sterling operates as a full-service event management company, including providing food and beverage catering for special events at the PACC.</p> <p>Under the City’s contract with Sterling, the City receives 15% of the gross margin (food &amp; beverage less cost of sales) for concessions (excluding taxes and gratuities on concessions).</p> <p>Revenues exceeding contract targets are deposited into the PACC Fund and reinvested in facility maintenance and deferred capital improvements.</p> <p>The nonprofit currently does not have an agreement to provide payment on gross margin for food &amp; beverage concessions, despite nonprofit-booked events still generating food and beverage activity through caterers, food vendors, and food trucks that use City-owned kitchens,</p>	<p>Sterling has been paying 15% of the gross margin (food &amp; beverage less cost of sales) for concessions (excluding taxes and gratuities on concessions) for Sterling-generated concession revenues for both the Theater and “Meeting Rooms” since the contract was signed in 2020.</p>	<p>The OPAC Board strongly objects to the imposition of a 15% charge for concession sales.</p> <p>The Board states such a charge is not a standard for nonprofit operators of public facilities and would add undue administrative burden to OPAC operations.</p> <p>Furthermore, it is believed by the Board that such a charge would penalize the small local vendors the City and the OPAC Board intend to support.</p>	<p>Staff recommends the following:</p> <ul style="list-style-type: none"> <li>- Require payment to the City of 15% of gross food and beverage margins for all “Meeting Rooms” events, regardless of whether sales are direct or vendor-based.</li> <li>- Require all food and beverage vendors to maintain a City of Oxnard business license, appropriate insurance, health and safety compliance, and inclusion on the approved vendor list.</li> </ul> <p><b>WHY</b></p> <p>While the City Council has the authority as policymakers to subsidize food and beverage operations and the associated wear and tear on City facilities, staff does not recommend doing so in this instance.</p> <p>Sterling currently generates food and beverage revenue for the City through its concessions agreement. Allowing the nonprofit to book events without the same 15% gross margin requirement removes an existing revenue stream, even though those events still utilize City-owned kitchens and utilities.</p> <p>Applying the same 15%</p>

utilities, plumbing, and waste systems.			concessions charge to nonprofit-booked events ensures equitable treatment for all events, prevents a public subsidy for large celebrations such as weddings, etc. that are booked by the nonprofit, and preserves a funding source for deferred maintenance and capital reinvestment in a facility that has experienced decades of underfunding.
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**Item 4: Facility Rental Management System**

The City currently utilizes Facilitron to efficiently manage reservations for parks, picnic areas, sports fields, facility rental at the Wilson and South Oxnard Center’s and library meeting rooms, providing a centralized, user-friendly platform for both staff and the public. Expanding the use of Facilitron for room rentals at the PACC would streamline the booking process, increase operational transparency, and ensure consistent management of scheduling, fees, and compliance requirements. Also, using a City-controlled booking platform ensures continuity of operations if facility operators change, providing City staff access to booking data and contacts, allowing events to proceed without disruption and protecting the reservations made by customers.

Facilitron also supports comprehensive reporting and revenue tracking, helps prevent double-bookings or scheduling conflicts, and provides real-time information to both staff and renters, supporting more efficient and accountable venue operations.

City staff consulted with multiple California-based performing arts centers, all of which reported using comparable event booking and facility management platforms as a standard operational practice. These platforms are critical for consolidating contracts, permits, vendor documentation, run-of-day information, and safety-related requirements, while also providing data to monitor room usage and forecast future needs. All agencies noted that platform use did not replace in-person coordination but was essential for managing bookings and reducing risk.

The use of Facilitron for venue rentals incurs a platform fee of 10% of the total transaction, which staff recommends is passed directly to the customer. The municipal Performing Arts Center’s City staff consulted in CA also passed on fees to their customers, treating the fees similar to Box Office fees, detailing them on the invoice. In addition, any payment processing fees will also be passed through, including a 2.5% fee for credit card payments and a flat \$0.90 fee for e-check transactions. These fees ensure that the City does not absorb the costs associated with online booking and payment processing, while maintaining the convenience and efficiency of the Facilitron platform for both staff and renters.

**Item 4: Facility Rental Management System (Facilitron)**  
 The City uses Facilitron for rentals at most City facilities and recommends requiring its use for “Meeting

Room” rentals at the PACC. The system provides transparency, consistent documentation, and audit-ready records, tools that will support accountability and transparency measures with the operator.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>The City uses Facilitron across most facilities for scheduling, contracts, payments, and reporting. The system improves transparency, audits, and compliance tracking. It has already been procured and meets City standards. Facilitron provides standardized documentation, real-time visibility into rentals, vendor participation, alcohol service, insurance, and permits, and reduces the risk of double-bookings or compliance gaps. City staff are trained and able to operate this platform. Facilitron also offers free training as needed for new users (including third-party vendors). Direct City access to booking records, contracts, and compliance data ensures continuity of operations if facility operators change.</p>	<p>Sterling will continue to book “Theater” operations through its current standard operating procedures.</p>	<p>The OPAC Board will use and pay the costs of Facilitron or a like platform, subject to the approval of the City, under its own contract with the service provider. Validation of rentals would be done by the submission of rental contracts to the City for review.</p>	<p>Staff recommends requiring all PACC “Meeting Room” rentals to be booked through the City-controlled Facilitron platform. OPAC may not operate a parallel or independent booking system.</p> <p><b>WHY</b>  “Meeting Rooms” bookings should be processed through the City-controlled Facilitron platform, which is used to manage reservations for parks, picnic areas, sports fields, facility rentals at the Wilson and South Oxnard Centers and library meeting rooms.</p> <p>Facilitron provides real-time visibility into who is renting, which vendors are on site, whether alcohol is served, and whether insurance and licenses are valid. Running separate systems creates audit gaps, increases the risk of under-reporting revenue, and makes compliance tracking unreliable.</p> <p>Additionally, City oversight of the Facilitron account will ensure that there are no disruptions to customers and their use of a City-owned building, should there be any</p>

			operator changes at the facility.
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**Item 5: Naming Rights & Branding**

During contract negotiations, the City was asked to intervene in a branding dispute between Sterling and the OPAC nonprofit after the nonprofit prohibited Sterling from using the acronym “OPAC” in promotional materials.

Upon review, the City Attorney’s Office discovered that the OPAC nonprofit had independently trademarked the acronym “OPAC” without authorization from the City, which is the owner of the public facility. This issue raises legal and policy concerns relating to trademarks.

In a similar case, Yosemite National Park encountered a private concessionaire with trademarked names of park facilities without approval from the National Park Service. When the concessionaire’s contract ended, they raised trademark claims against the National Park Service, which resulted in significant operational disruptions and required legal resolution to restore the Yosemite naming rights to the National Park Service.

The City Attorney’s Office recommends that the City update its contract to clarify that the City retains ownership of the facility name and all associated naming rights as the public owner of the PACC, and the City will permit the nonprofit to continue using the acronym “OPAC” solely in connection with its nonprofit programming and services conducted within the PACC facility. The contract will also require Sterling to use “OPACC” or another clearly differentiated naming convention when referencing the venue. Both contracts will prohibit either operator from asserting ownership or exclusive rights to the facility name outside the scope expressly authorized by the City. These measures will reduce confusion, prevent future disputes, and ensure that naming rights associated with a City-owned facility remain under City control.

**Item 5: Naming Rights and Uses**

The nonprofit trademarked the acronym “OPAC” for Oxnard’s Performing Arts and Convention Center, a public facility, without the consent of the City.

<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
OPAC has trademarked the name, which is an acronym for the Oxnard Performing Arts Center. This could cause significant issues in the future if not addressed.	Sterling would like to use the acronym in instances where they partner with the nonprofit and also for advertising.	The nonprofit does not want Sterling to use the acronym.	Staff recommends a clause be included in the contract, noting that OPAC may retain the use of the acronym while located in the PACC. Sterling should use OPACC when referencing the venue.  <b>WHY</b> Allowing a third party to control or restrict the use of a name associated with a City-owned asset

			creates legal, branding, and financial risk for the City and its contracted operator.
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**Item 6: Addressing Contract Compliance Issues and Contract Breaches**

The nonprofit has been operating without an agreement since March 19, 2024, when Sterling terminated its side letter agreement with the nonprofit. Therefore, City staff wants to clearly define the framework for engagement with the nonprofit to establish a clear, enforceable framework that protects public safety, minimizes City liability, and ensures accountability if the nonprofit fails to meet contract requirements.

Established in coordination with the City Attorney’s Office, staff recommends a structured, graduated remediation framework within the proposed agreement, which includes:

- Clear performance standards and compliance expectations, including health, safety, security, financial transparency, and operational benchmarks;
- Tiered corrective actions, with defined timelines for remediation of identified deficiencies; and
- Escalating consequences for uncured or repeated breaches.

Specifically, the agreement would strengthen the City’s termination latitude as follows:

- The City would retain the unilateral right to terminate for material breaches (including operational, compliance impacts) upon 30 days’ notice, with cure periods available at the City’s discretion;
- For severe and material breaches that involve health, safety, security, financial integrity, or imminent public risks, the City may terminate immediately upon notice, without any cure period or opportunity for avoidance;
- The City may terminate for convenience (without cause), at any time upon 30 days’ written notice; and
- Post-termination obligations on OPAC would include accelerated handover (within 15 days), dedicated staff support for continuity (with limited City reimbursement).

Upon breach and termination of the agreement, staff would pursue any and all legal remedies available.

The goal of this framework is to reduce risk to the public and the City while providing the nonprofit with defined opportunities to correct operational issues.

<b>Item 6: Addressing Contract Compliance Issues and Contract Breaches</b>			
Establish a clear, enforceable framework that protects public safety, minimizes City liability, and ensures accountability if the nonprofit fails to meet contract requirements.			
<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
The City is contracting with two operators in a single public facility. Past nonprofit-managed events have included safety incidents, alcohol violations, missing	Sterling operates under strict compliance obligations tied to its ABC license and its City contract. Sterling supports clear performance standards, incident	The nonprofit has requested greater flexibility, more time to correct violations, and fewer consequences for compliance failures. It prefers collaborative	Adopt a formal, tiered compliance and enforcement framework that includes: 1. Clear performance and reporting standards; 2. Defined cure periods

<p>security, and incomplete documentation. The City has audit, public safety, and legal obligations that require enforceable performance standards, reporting, and termination authority.</p>	<p>reporting, and strong enforcement authority to protect public safety and reduce liability exposure.</p>	<p>remediation over formal enforcement or termination authority.</p>	<p>for correctable violations;  3. Immediate termination authority for serious safety, alcohol, financial, or legal breaches; and  4. The City’s right to terminate for convenience on 30 days’ notice.</p> <p><b>WHY</b>  This structure ensures accountability while giving the nonprofit defined opportunities to correct deficiencies without exposing the City to ongoing risk.</p>
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**Item 7: OPAC Board Use of the PACC Facility**

Through this contract with the City, the nonprofit is requesting to receive no rental charges for meetings and events up to an amount of \$7,500. However, the nonprofit already receives significant in-kind benefits by operating at the PACC (noted below), and staff recommends that a more equitable approach would be for the City Council to adopt a nonprofit rental fee that is available to all Oxnard nonprofits.

While the fee study is in progress, it is important to recognize that the nonprofit already receives substantial non-cash support. In-kind contributions include use of the OPAC office and meeting space, utilities up to a capped amount, maintenance and major building systems support, and City-provided risk management and administrative oversight. They may also include marketing support through City communication channels, technical assistance, and access to City-owned equipment or infrastructure. Although these services are not charged directly to the operator, they reduce the nonprofit’s operating costs and represent real, measurable costs to the City.

The City has also hosted numerous local nonprofits at the PACC in the past year, including Art Trek, Gem & Mineral, SEIU, Arts & Healing Initiative, AA, Climate First Replacing Oil & Gas (CFROG), ICAC, Child Development Resources, MICOP, Integration Works, California Strawberry Commission, ARC, and various churches for services, meetings, and Bible studies. These organizations would also benefit from a transparent and consistent nonprofit rental rate once the fee study is complete.

Given the level of in-kind support already provided, staff does not recommend granting additional broad rental waivers or credits that would effectively increase the City’s subsidy of the OPAC nonprofit operations at the PACC without clear policy direction and an equitable solution for other local nonprofits wishing to use the “Meeting Rooms.”

<p><b>Item 7: OPAC Board Use of the PACC Facility</b>  Addressing the request for no rental charges up to \$7,500 annually for OPAC nonprofit events.</p>			
<p><b>Facts</b></p>	<p><b>Sterling Position</b></p>	<p><b>Nonprofit Position</b></p>	<p><b>Staff Recommendation</b></p>

<p>The nonprofit already receives substantial in-kind contributions from the City, including office and meeting space, utilities (up to a capped amount), maintenance, major building systems support, risk management, administrative oversight, and technical assistance. These in-kind services have real and measurable costs to the City and directly reduce the nonprofit’s operating expenses, even though they are not charged to the operator. The City is currently conducting a fee study that includes PACC rental rates to establish fair, transparent, and cost-based fees applicable to all users, including other Oxnard-based nonprofits.</p>	<p>Sterling does not receive rental waivers or credits for use of the facility and operates under a contract structure that assumes full responsibility for operating costs tied to event activity. Sterling receives an in-kind benefit of operating out of the auditorium office.</p>	<p>The OPAC Board requests that, for community benefit events with no admissions charge and hosted by the OPAC Board, the Board will have the right to use the meeting and ballrooms for no rental charges up to an amount of \$7,500, after which the Board would pay the approved rental rates for room use.</p>	<p>Staff does not recommend rental credits to the OPAC nonprofit, as it already receives in-kind support through its operations at the PACC. A fee study is currently underway and will be presented to the City Council to consider adoption of a nonprofit rental rate for the PACC that is available to all Oxnard-based nonprofits.</p>
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**Item 8: Facility Improvements**

The current agreement with Sterling allows the operator to perform minor repairs necessary to maintain ongoing operations, up to a specified cost threshold of \$5,000, at its own expense. However, it is still necessary that all repairs are coordinated with the City’s Facilities Maintenance Division.

The nonprofit has requested in its contract that the City reimburse the nonprofit for “extraordinary repairs.” Staff does not recommend this for various reasons. Many City facilities are experiencing deferred maintenance, and one public building should not receive priority in funding over the needs of other facilities. Additionally, Sterling, the current operator, has incurred paying for minor repairs as the “cost of doing business” that its organization agreed to, fully acknowledging that the PACC facility has experienced decades of deferred maintenance. The City should not be expected to provide additional financial concessions simply because of a change in operators, especially when the existing operator has been willing to cover these costs.

The City already covers the costs of maintaining all major building systems and infrastructure, including HVAC, water heaters, plumbing, and electrical, through the PACC Fund and the City’s capital improvement and facilities maintenance programs. The nonprofit should remain responsible for routine and basic

maintenance associated with its operations. This approach is consistent with the City’s current operating model at the PACC.

<b>Item 8: Facility Improvements</b>			
<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
<p>The PACC is a City-owned facility with decades of deferred maintenance. Major building systems, including HVAC, water heaters, plumbing, and electrical, are capital assets that require long-term planning, competitive procurement, and coordination with the City’s Capital Improvement Program (CIP). The City currently reinvests facility revenues through the PACC Fund to pay for these types of major repairs. The City Council also determines the priority of the capital improvements through approval and budget appropriations towards the CIP.</p>	<p>Under the City’s current operations contract, Sterling may perform facility repairs up to \$5,000 that do not involve capital replacement or changes to building infrastructure, and those costs are absorbed by the operator and not reimbursed by the City.</p>	<p>The City will reimburse the OPAC Board for extraordinary repairs and maintenance. For example, the replacement of the forced air heater in the Thousand Oaks Room is estimated to cost \$5,000. Also, the replacement of a 100-gallon water heater costs approximately \$6,000. Costs for minor repairs and maintenance will be paid by the OPAC Board.</p>	<p>Staff recommends that the City not reimburse OPAC for extraordinary repairs or maintenance. All capital repairs and replacements (including HVAC, water heaters, plumbing, and similar systems) shall be funded and managed by the City through the PACC Fund and the City’s capital improvement and facilities maintenance programs. OPAC remains responsible for routine and basic maintenance associated with its operations.</p> <p><b>WHY</b></p> <p>This recommendation is consistent with the City’s existing contract structure, where the contract operator assumes financial responsibility for routine and basic maintenance and minor repairs related to its operations, with the understanding that the company has signed an agreement to operate in an older facility with known deferred maintenance.</p>

**Item 9: Length of Contract**

City staff recommend a two-year pilot program contract with the nonprofit for operations of the “Meeting Rooms” at the PACC. This pilot structure allows the City to evaluate the nonprofit’s operational capacity and

risk exposure while limiting long-term financial and public safety commitments. The reasons for this pilot program include the following:

- **Operational Capacity and Professional Standards:** The pilot period allows the City to evaluate whether the nonprofit can effectively manage the operational responsibilities required of a professional facility operator without compromising safety or compliance standards.
- **Risk Management and Oversight:** This structured timeframe provides the City with an opportunity to assess the nonprofit’s ability to adhere to required policies, procedures, and oversight expectations, while limiting long-term risk if the nonprofit is unable to meet contractual obligations.
- **Financial Sustainability and Equity:** The pilot tests whether the nonprofit can operate within the established financial framework recommended by staff (e.g., 60/40 revenue split, 15% concessions gross margin, and no reimbursement for extraordinary repairs) without creating additional financial burdens or unintended subsidies that would reduce funds available for capital reinvestment.
- **Compliance and Accountability:** The pilot allows the City to evaluate whether the proposed compliance framework (performance standards, reporting requirements, and enforcement measures) is effective and enforceable before committing to a longer-term agreement.

The one-year review and presentation to the Council will include metrics such as frequency of security incidents, compliance with City systems (Facilitron, reporting, documentation), meeting revenue targets, and adhering to the City’s contract and operating exhibits for use of the facility. Overall, the two-year pilot program provides a balanced and responsible approach to testing the nonprofit’s capacity to manage the “Meeting Rooms” while protecting the City’s financial interests, public safety, and operational integrity

### **Next Steps for PACC Contract Negotiations**

To ensure the Committee and City Council have the opportunity to review and provide direction on the proposed operational structure for the PACC, staff will proceed with the following next steps:

1. **Incorporate Committee Feedback:** Staff will review and incorporate any feedback received from the Committee into the draft OPAC contract.
2. **Bring Sterling Contract to the Committee:** Staff will present the current Sterling contract, along with any proposed amendments, to the Committee for review and input.
3. **Present Both Contracts to City Council:** After Committee review and any necessary revisions, staff will bring both the OPAC nonprofit and Sterling contracts to the City Council for formal consideration and approval.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

There is no financial impact.

*Prepared by: Katie Casey, Deputy City Manager*

**ATTACHMENTS**

1. 01. Nonprofit Contract PowerPoint Presentation
2. 02. Table of Items for Committee Discussion for Contract for Nonprofit
3. 03. Memo from OPD F.A.C.T. Compliance Specialist
4. 04. Aug. 8, 2025 Memo Providing 6-Month Contract Update to Council
5. 05. Oct. 2024 Memo Review of PACC Agreement
6. 06. Draft of Proposed Nonprofit Contract Exhibit Topics
7. 07. May 29, 2025 Public Works 2025 Mid-Cycle Update to CIP
8. 08. 2024 Bureau Veritas PACC Facilities Assessment Report

# Update on Contract Negotiations with OPAC Nonprofit for operations of the “Meeting Rooms” at the Oxnard Performing Arts & Convention Center (PACC)

Community Services, Public Safety, Housing & Economic Development Committee  
January 27, 2025

Katie Casey, Deputy City Manager  
Terrel Harrison, Director, Cultural & Community Services

# Recommendation

That the Community Services, Public Safety, Housing & Economic Development Committee:

1. Receive an update on the contract negotiations with the OPAC nonprofit for facility operations of the “Meeting Rooms” at the Oxnard Performing Arts & Convention Center (PACC)
2. Provide feedback on outstanding issues related to the contract
3. Discuss any additional items or questions the Committee needs for consideration of the contract, and determine if any of the items need to return to the Committee; or
4. Direct staff to continue work on the outstanding issues within the contract with the nonprofit and Sterling, and bring it to the City Council for further discussion.

# Facility Overview

The Oxnard Performing Arts & Convention Center (PACC) is a City-owned facility, built in 1968, that faces decades of deferred maintenance.

- A 2024 City Facilities assessment identified more than \$9.3M+ in repairs (excluding seismic upgrades).
- On May 20, 2025, the Public Works Department provided a mid-cycle Capital Improvement Program (CIP) update to Council, which included a rough order-of-magnitude estimate of approximately \$22 million for a seismic retrofit project

**Total short- and long-term needs are expected to exceed \$30M.**

# Operations Overview

- 2019: City sought third-party operator to reduce \$9.2M structural deficit and ongoing subsidies.
- 2020: Council approved Sterling contracts to manage all PACC operations (theater + meeting rooms).
  - Revenue split model: 50/50 between Sterling/City, of which Sterling extended to the nonprofit to split 50/50 revenue with the City for nonprofit-booked events (Sterling forfeits revenue on nonprofit events)
- 2025 Council action: Council extended Sterling contract through 2030, and directed staff to negotiate nonprofit contract for meeting rooms.
  - Council requested:
    - 6-month progress update
    - 1-year return of both contracts for Council approval

Tonight's committee direction is focused on the nonprofit contract, with Sterling contract to follow at an upcoming committee meeting.

# Challenges

The City's negotiation team, consisting of members from the City Manager's Office, Cultural & Community Services Department and the City Attorney's Office, met seven times since Sept. 2025 with nonprofit. Some of the challenges faced during negotiations includes:

- Dividing operations between two operators creates operational, legal, safety, risk, and oversight challenges.
- Nonprofit functions in two different roles: 1. As a community arts nonprofit (programming/fundraising) and 2. As revenue-generating facility operator.
  - The nonprofit frequently cites its mission-driven purpose as justification for modifying standard operational or industry best practices that would be required for professional facility operators.
- During negotiations, both Sterling and the nonprofit have expressed concern over financial impacts of dividing operations.
- If contracts are not agreed and Sterling wishes to no longer operate at the facility, the City may need to restart process via public RFP, which would cause increased costs, operational disruption, and revenue loss.

# Nonprofit Contract

- Research shows Oxnard's proposed nonprofit operating model is unique compared to peer cities.
  - In most cities, nonprofits focus on fundraising, programming, community engagement.
  - Facility operations typically handled by professional operators or the City directly.
- City oversight needs are greater than originally anticipated, due to nonprofit operational limitations.
- City is developing a new engagement framework, procedures, and management tools to avoid oversight gaps.

However, despite continued progress with the negotiations, staff received a counter-proposal from the OPAC nonprofit board on January 9, 2026. Following another meeting with the nonprofit on January 14, staff identified nine items that require committee direction to ensure the negotiation process continues.

# Item 1: Liquor License & Alcohol Oversight

## Item 1: Liquor License & Alcohol Oversight

Determine who will be responsible for upholding the policies and procedures related to ensuring compliance with federal, state, and local laws.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>ABC regulations allow only one liquor license per facility, which Sterling holds.</p> <p>Therefore, Sterling is legally responsible for alcohol compliance. Any alcohol violations at the PACC facility place the license at risk.</p>	<p>Retains sole liquor license and centralized control over all alcohol service &amp; enforcement at the facility.</p>	<p>Supports Sterling holding the liquor license for the facility.</p> <p>Requests greater control over alcohol-related decisions and requests additional leniency before events are shut down.</p>	<p>Sterling retains the single liquor license and full authority over alcohol service, enforcement, and event shutdown decisions.</p> <p><b>WHY</b> Under State law, the ABC license holder is legally responsible for alcohol compliance. Any violation can jeopardize the license, shutting down the alcohol service facility-wide and potentially exposing the City to financial and legal risk. Centralizing authority with Sterling ensures that enforcement is handled by the party that carries the liability and protects both public safety and the City's investment.</p>

# Item 2: Event Security (Alcohol and Non-Alcohol Events)

## Item 2: Event Security (Alcohol and Non-Alcohol Events)

There have been numerous security incidents at nonprofit-managed events, including alcohol violations, fights, and injuries. Guidance from Oxnard’s Firearm, Alcohol, Cannabis and Tobacco (F.A.C.T.) Compliance Specialist underscores the importance of proactive oversight of event security to ensure compliance, protect the public’s safety, and protect the facility’s ABC license.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p><b><u>Security for events with alcohol</u></b>            All alcohol-related events operate under Sterling’s sole ABC license.</p> <p>Sterling continues to respond to security incidents at nonprofit- managed alcohol events, including:</p> <ul style="list-style-type: none"> <li>● Fights and physical altercations</li> <li>● Underage drinking</li> <li>● Alcohol consumption in parking areas</li> <li>● Alcohol brought into events</li> </ul> <p>Five alcohol events were shut down due to safety and compliance violations.</p>	<p>Sterling maintains all security for events that have planned alcohol service.</p> <p>Sterling will not tolerate unlawful activity (alcohol brought in from outside or minors drinking).</p> <p>Sterling agrees to a de-escalation process, but maintains the right to close an event that it deems unsafe or puts either Sterling or the City of Oxnard at risk.</p>	<p>The nonprofit agrees that Sterling will provide security for alcohol-related events or meetings.</p> <p>However, the nonprofit requests additional procedures for managing the security at these events.</p> <p>The nonprofit requests additional opportunities for events to come back into compliance after incidents; they also would like additional de-escalation practices, and prefers not to have an event closed down.</p>	<p>Staff recommends that Sterling, as the ABC license holder, maintain security for all alcohol-related events.</p> <p>City staff are developing procedures to help support both operators at the PACC. Attached to the staff report is a list and draft descriptions of intended Exhibits which will accompany the OPAC Contract. Some flagged Exhibits may also accompany the Sterling Contract.</p> <p><b>WHY</b>            Alcohol-related events carry heightened legal, safety, and insurance risk. Because Sterling holds the ABC license, any violations at nonprofit-managed events can result in fines, penalties, or loss of the license, which would impact all operations at the PACC and Sterling’s business.</p>

# Item 2: Event Security (Alcohol and Non-Alcohol Events)

## Item 2: Event Security (Alcohol and Non-Alcohol Events)

There have been numerous security incidents at nonprofit-managed events, including alcohol violations, fights, and injuries. Guidance from Oxnard’s Firearm, Alcohol, Cannabis and Tobacco (F.A.C.T.) Compliance Specialist underscores the importance of proactive oversight of event security to ensure compliance, protect the public’s safety, and protect the facility’s ABC license.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p><b><u>Security for events without alcohol</u></b>  <i>(Since May 2025)</i>            Three nonprofit events designated as “non-alcohol” resulted in serious incidents, including:</p> <ul style="list-style-type: none"> <li>● Underage alcohol consumption</li> <li>● Open containers brought into events</li> <li>● Fighting, racial slurs, injuries, and threats of harm</li> </ul> <p>Multiple nonprofit events were documented with no security or inadequate security.</p> <p>Unauthorized alcohol use at non-alcohol events still exposes Sterling’s ABC license to enforcement action.</p>	<p>Sterling prefers to provide all security for events (alcohol and non-alcohol).            This would provide centralized oversight of security operations, and incidents could be managed in a more standardized process prior to escalation.</p> <p>As the ABC license holder, Sterling has a vested interest in preventing alcohol violations at all events at the PACC.</p>	<p>For events/gatherings during which alcoholic beverages are not served, the OPAC Board will staff security guards, according to City requirements for such events.</p>	<p>Staff recommends that Sterling manage security for all events at the PACC, including events without planned alcohol service. This provides Sterling with full authority to enforce laws, manage incidents, and close events when required to protect public safety and regulatory compliance</p> <p><b>WHY</b>            The City’s F.A.C.T. Compliance Specialist confirmed that any event poses a risk of unauthorized alcohol activity, regardless of event designation.</p> <p>Fragmented or inconsistent security increases the likelihood of delayed response, underreporting, and regulatory violations.</p> <p>Centralized security under Sterling, the ABC license holder, ensures consistent enforcement, protects public safety, minimizes City liability, and safeguards the PACC’s liquor license.</p>

# Item 3: Revenue Splits and Concessions

## Item 3.A: Revenue Splits

Under the new two-operator model, City staff will assume new operational, financial, and compliance responsibilities (previously managed by Sterling). City staff is recommending that the revenue split be 60/40, with the City receiving 10% more of the revenue to offset the additional staff time and management that will be dedicated to overseeing the nonprofit's contract and events at the PACC.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>The original 2020 agreement established a 50/50 rental revenue split between the City and the operator, Sterling.</p> <p>In an effort to support the nonprofit, SVV extended this same revenue-sharing arrangement to OPAC for any meeting room rentals booked by the nonprofit. During this period, Sterling continued to manage the meeting rooms and associated operations, while receiving no share of rental revenues generated by nonprofit-booked events.</p> <p>Under the two-operator model, City staff will assume additional responsibilities for contract oversight, compliance monitoring, revenue verification, and incident tracking. This additional oversight is estimated to require approximately 10 hours per week of staff time and ongoing administrative resources.</p>	<p>Sterling has concerns about its current clients and the impact on future “Meeting Rooms” revenues.</p>	<p>That the 60%/40% split would be in effect until the rental income submitted to the City reaches \$95,000 for the fiscal year.</p> <p>Then, the rental income split would revert to a 50%/50% split for the remainder of that year.</p> <p>After one year of implementation, the need for the monitor would be evaluated in collaboration between the City leadership and the OPAC Board.</p>	<p>Maintain a permanent 60/40 split in favor of the City for all nonprofit-booked meeting room rentals, with the split to be revisited in one year.</p> <p>The City’s “Meeting Rooms” revenue goals are \$95,000 annually. Based on FY 2025, the total “Meeting Rooms” annual rental revenue was nearly \$370,000, of which the City received nearly \$185,000. With a 60/40 split, the additional 10% retained by the City would generate approximately \$37,000 annually, which closely aligns with the projected staff management and oversight costs.</p> <p><b>WHY</b> The City’s objective is to avoid new operating losses and preserve net revenues for facility reinvestment.</p> <p>The additional 10% retained by the City will offset increased staff oversight and ensure revenues remain available for deferred maintenance and facility reinvestment.</p>

# Item 3: Revenue Splits and Concessions

**Item 3.B: Concessions:** As an event venue, the PACC incurs operational and infrastructure costs associated with hosting events, regardless of who books or produces them. Service charges and food and beverage concessions are standard industry practices to recover these costs and avoid reliance on public subsidy. The current PACC operations contract requires Sterling to remit 15% of the gross margin (food & beverage less cost of sales) for concessions (excluding taxes and gratuities on concessions) to the City. These revenues contribute directly to reinvesting in the deferred maintenance of the facility.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>Service charges and food and beverage concessions (typically ranging from 15-22%) are standard industry practices.</p> <p>Sterling operates as a full-service event management company, including providing food and beverage catering for special events at the PACC.</p> <p>Under the City’s contract with Sterling, the City receives 15% of the gross margin (food &amp; beverage less cost of sales) for concessions (excluding taxes and gratuities on concessions).</p> <p>Revenues exceeding contract targets are deposited into the PACC Fund and reinvested in facility maintenance and deferred capital improvements.</p> <p>The nonprofit currently does not have an agreement to provide payment on gross margin for food &amp; beverage concessions, despite nonprofit-booked events still generating food and beverage activity through caterers, food vendors, and food trucks that use City-owned kitchens, utilities, plumbing, and waste systems.</p>	<p>Sterling has been paying 15% of the gross margin (food &amp; beverage less cost of sales) for concessions (excluding taxes and gratuities on concessions) for Sterling-generated concession revenues for both the Theater and “Meeting Rooms” since the contract was signed in 2020.</p>	<p>The OPAC Board strongly objects to the imposition of a 15% charge for concession sales.</p> <p>Such a charge is not a standard for nonprofit operators of public facilities and would add undue administrative burden to OPAC operations.</p> <p>Furthermore, such a charge would penalize the small local vendors the City and the OPAC Board intend to support.</p>	<p>Staff recommends the following:</p> <ul style="list-style-type: none"> <li>- Require payment to the City of 15% of gross food and beverage margins for all “Meeting Rooms” events, regardless of whether sales are direct or vendor-based.</li> <li>- Require all food and beverage vendors to maintain a City of Oxnard business license, appropriate insurance, health and safety compliance, and inclusion on the approved vendor list.</li> </ul> <p><b>WHY</b></p> <p>While the City Council has the authority as policymakers to subsidize food and beverage operations and the associated wear and tear on City facilities, staff does not recommend doing so in this instance. Sterling currently generates food and beverage revenue for the City through its concessions agreement. Allowing the nonprofit to book events without the same 15% gross margin requirement removes an existing revenue stream, even though those events still utilize City-owned kitchens and utilities.</p> <p>Applying the same 15% concessions charge to nonprofit-booked events ensures equitable treatment for all events, prevents a public subsidy for large celebrations such as weddings, etc. that are booked by the nonprofit, and preserves a funding source for deferred maintenance and capital reinvestment in a facility that has experienced decades of underfunding.</p>

# Item 4: Facility Rental Management System

## Item 4: Facility Rental Management System (Facilitron)

The City uses Facilitron for rentals at most City facilities and recommends requiring its use for “Meeting Room” rentals at the PACC. The system provides transparency, consistent documentation, and audit-ready records, tools that will support accountability and transparency measures with the operator.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>The City uses Facilitron across most facilities for scheduling, contracts, payments, and reporting. The system improves transparency, audits, and compliance tracking. It has already been procured and meets City standards.</p> <p>Facilitron provides standardized documentation, real-time visibility into rentals, vendor participation, alcohol service, insurance, and permits, and reduces the risk of double-bookings or compliance gaps.</p> <p>City staff are trained and able to operate this platform. Facilitron also offers free training as needed for new users (including third-party vendors).</p> <p>Direct City access to booking records, contracts, and compliance data ensures continuity of operations if facility operators change.</p>	<p>Sterling will continue to book “Theater” operations through its current standard operating procedures.</p>	<p>The OPAC Board will use and pay the costs of Facilitron or a like platform, subject to the approval of the City, under its own contract with the service provider. Validation of rentals would be done by the submission of rental contracts to the City for review.</p>	<p>Staff recommends requiring all PACC “Meeting Room” rentals to be booked through the City-controlled Facilitron platform. OPAC may not operate a parallel or independent booking system.</p> <p><b>WHY</b>            “Meeting Rooms” bookings should be processed through the City-controlled Facilitron platform, which is used to manage reservations for parks, picnic areas, sports fields, facility rentals at the Wilson and South Oxnard Centers and library meeting rooms.</p> <p>Facilitron provides real-time visibility into who is renting, which vendors are on site, whether alcohol is served, and whether insurance and licenses are valid.</p> <p>Running separate systems creates audit gaps, increases the risk of under-reporting revenue, and makes compliance tracking unreliable. Additionally, City oversight of the Facilitron account will ensure that there are no disruptions to customers and their use of a City-owned building, should there be any operator changes at the facility.</p>

# Item 5: Naming Rights & Uses

## Item 5: Naming Rights and Uses

The nonprofit trademarked the acronym “OPAC” for Oxnard’s Performing Arts and Convention Center, a public facility, without the consent of the City.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>OPAC has trademarked the name, which is an acronym for the Oxnard Performing Arts Center.</p> <p>This could cause significant issues in the future if not addressed.</p>	<p>Sterling would like to use the acronym in instances where they partner with the nonprofit and also for advertising.</p>	<p>The nonprofit does not want Sterling to use the acronym.</p>	<p>Staff recommends a clause be included in the contract, noting that OPAC may retain the use of the acronym while located in the PACC. Sterling should use OPACC when referencing the venue.</p> <p><b>WHY</b>            Allowing a third party to control or restrict the use of a name associated with a City-owned asset creates legal, branding, and financial risk for the City and its contracted operator.</p>

# Item 6: Addressing Contract Compliance Issues and Contract Breaches

## Item 6: Addressing Contract Compliance Issues and Contract Breaches

Establish a clear, enforceable framework that protects public safety, minimizes City liability, and ensures accountability if the nonprofit fails to meet contract requirements.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>The City is contracting with two operators in a single public facility. Past nonprofit-managed events have included safety incidents, alcohol violations, missing security, and incomplete documentation. The City has audit, public safety, and legal obligations that require enforceable performance standards, reporting, and termination authority.</p>	<p>Sterling operates under strict compliance obligations tied to its ABC license and its City contract. Sterling supports clear performance standards, incident reporting, and strong enforcement authority to protect public safety and reduce liability exposure.</p>	<p>The nonprofit has requested greater flexibility, more time to correct violations, and fewer consequences for compliance failures. It prefers collaborative remediation over formal enforcement or termination authority.</p>	<p>Adopt a formal, tiered compliance and enforcement framework that includes:</p> <ol style="list-style-type: none"> <li>1. Clear performance and reporting standards;</li> <li>2. Defined cure periods for correctable violations;</li> <li>3. Immediate termination authority for serious safety, alcohol, financial, or legal breaches; and</li> <li>4. The City's right to terminate for convenience on 30 days' notice.</li> </ol> <p><b>WHY</b></p> <p>This structure ensures accountability while giving the nonprofit defined opportunities to correct deficiencies without exposing the City to ongoing risk.</p>

# Item 7: OPAC Board Use of the PACC Facility

## Item 7: OPAC Board Use of the PACC Facility

Addressing the request for no rental charges up to \$7,500 annually for OPAC nonprofit events.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>The nonprofit already receives substantial in-kind contributions from the City, including office and meeting space, utilities (up to a capped amount), maintenance, major building systems support, risk management, administrative oversight, and technical assistance.</p> <p>These in-kind services have real and measurable costs to the City and directly reduce the nonprofit's operating expenses, even though they are not charged to the operator.</p> <p>The City is currently conducting a fee study that includes PACC rental rates to establish fair, transparent, and cost-based fees applicable to all users, including other Oxnard-based nonprofits.</p>	<p>Sterling does not receive rental waivers or credits for use of the facility and operates under a contract structure that assumes full responsibility for operating costs tied to event activity. Sterling receives an in-kind benefit of operating out of the auditorium office.</p>	<p>The OPAC Board requests that, for community benefit events with no admissions charge and hosted by the OPAC Board, the Board will have the right to use the meeting and ballrooms for no rental charges up to an amount of \$7,500, after which the Board would pay the approved rental rates for room use.</p>	<p>Staff does not recommend rental credits to the OPAC nonprofit, as it already receives in-kind support through its operations at the PACC.</p> <p>A fee study is currently underway and will be presented to the City Council to consider adoption of a nonprofit rental rate for the PACC that is available to all Oxnard-based nonprofits.</p>

# Item 8: Facility Improvements

<b>Item 8: Facility Improvements</b>			
<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
<p>The PACC is a City-owned facility with decades of deferred maintenance. Major building systems, including HVAC, water heaters, plumbing, and electrical, are capital assets that require long-term planning, competitive procurement, and coordination with the City's Capital Improvement Program (CIP).</p> <p>The City currently reinvests facility revenues through the PACC Fund to pay for these types of major repairs. The City Council also determines the priority of the capital improvements through approval and budget appropriations towards the CIP.</p>	<p>Under the City's current operations contract, Sterling may perform facility repairs up to \$5,000 that do not involve capital replacement or changes to building infrastructure, and those costs are absorbed by the operator and not reimbursed by the City.</p>	<p>The City will reimburse the OPAC Board for extraordinary repairs and maintenance. For example, the replacement of the forced air heater in the Thousand Oaks Room is estimated to cost \$5,000. Also, the replacement of a 100-gallon water heater costs approximately \$6,000.</p> <p>Costs for minor repairs and maintenance will be paid by the OPAC Board.</p>	<p>Staff recommends that the City will not reimburse OPAC for extraordinary repairs or maintenance. All capital repairs and replacements (including HVAC, water heaters, plumbing, and similar systems) shall be funded and managed by the City through the PACC Fund and the City's capital improvement and facilities maintenance programs.</p> <p>OPAC remains responsible for routine and basic maintenance associated with its operations.</p> <p><b>WHY</b> This recommendation is consistent with the City's existing contract structure, where the contract operator assumes financial responsibility for routine and basic maintenance and minor repairs related to its operations, with the understanding that the company has signed an agreement to operate in an older facility with known deferred maintenance.</p>

# Item 9: Length of Contract

## Item 9: Length of Contract

City staff recommend a two-year pilot program contract with the nonprofit for operations of the “Meeting Rooms” at the PACC. This pilot structure allows the City to evaluate the nonprofit’s operational capacity and risk exposure while limiting long-term financial and public safety commitments. The reasons for this pilot program include the following:

- **Operational Capacity and Professional Standards:** The pilot period allows the City to evaluate whether the nonprofit can effectively manage the operational responsibilities required of a professional facility operator without compromising safety or compliance standards.
- **Risk Management and Oversight:** This structured timeframe provides the City with an opportunity to assess the nonprofit’s ability to adhere to required policies, procedures, and oversight expectations, while limiting long-term risk if the nonprofit is unable to meet contractual obligations.
- **Financial Sustainability and Equity:** The pilot tests whether the nonprofit can operate within the established financial framework recommended by staff (e.g., 60/40 revenue split, 15% concessions gross margin, and no reimbursement for extraordinary repairs) without creating additional financial burdens or unintended subsidies that would reduce funds available for capital reinvestment.
- **Compliance and Accountability:** The pilot allows the City to evaluate whether the proposed compliance framework (performance standards, reporting requirements, and enforcement measures) is effective and enforceable before committing to a longer-term agreement.

## WHY

The one-year review and presentation to the Council will include metrics such as frequency of security incidents, compliance with City systems (Facilitron, reporting, documentation), meeting revenue targets, and adhering to the City’s contract and operating exhibits for use of the facility. Overall, the two-year pilot program provides a balanced and responsible approach to testing the nonprofit’s capacity to manage the “Meeting Rooms” while protecting the City’s financial interests, public safety, and operational integrity

# Next Steps for Contract Negotiations

To ensure the Committee and City Council have the opportunity to review and provide direction on the proposed operational structure for the PACC, staff will proceed with the following next steps:

1. **Incorporate Committee Feedback:** Staff will review and incorporate any feedback received from the Committee into the draft OPAC contract.
2. **Bring Sterling Contract to the Committee:** Staff will present the current Sterling contract, along with any proposed amendments, to the Committee for review and input.
3. **Present Both Contracts to City Council:** After Committee review and any necessary revisions, staff will bring both the OPAC nonprofit and Sterling contracts to the City Council for formal consideration and approval.

<b>Item 1: Liquor License &amp; Alcohol Oversight</b>			
Determine who will be responsible for upholding the policies and procedures related to ensuring compliance with federal, state, and local laws.			
<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
<p>ABC regulations allow only one liquor license per facility, which Sterling holds.</p> <p>Therefore, Sterling is legally responsible for alcohol compliance. Any alcohol violations at the PACC facility place the license at risk.</p>	<p>Retains sole liquor license and centralized control over all alcohol service &amp; enforcement at the facility.</p>	<p>Supports Sterling holding the liquor license for the facility.</p> <p>Requests greater control over alcohol-related decisions and requests additional leniency before events are shut down.</p>	<p>Sterling retains the single liquor license and full authority over alcohol service, enforcement, and event shutdown decisions.</p> <p><b>WHY</b>                      Under State law, the ABC license holder is legally responsible for alcohol compliance. Any violation can jeopardize the license, shutting down the alcohol service facility-wide and potentially exposing the City to financial and legal risk. Centralizing authority with Sterling ensures that enforcement is handled by the party that carries the liability and protects both public safety and the City’s investment.</p>
<b>Item 2: Event Security (Alcohol and Non-Alcohol Events)</b>			
There have been numerous security incidents at nonprofit-managed events, including alcohol violations, fights, and injuries. Guidance from Oxnard’s Firearms, Alcohol, Cannabis and Tobacco (F.A.C.T.) Compliance Specialist underscores the importance of proactive oversight of event security to ensure compliance, protect the public’s safety, and protect the facility’s ABC license.			
<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
<p><u><b>Security for events with alcohol</b></u></p>	<p>Sterling maintains all security for events that have planned</p>	<p>The nonprofit agrees that Sterling will provide security for</p>	<p>Staff recommends that Sterling, as the ABC license holder, maintain security</p>

<p>All alcohol-related events operate under Sterling’s sole ABC license.</p> <p>Sterling continues to respond to security incidents at nonprofit- managed alcohol events, including:</p> <ul style="list-style-type: none"> <li>● Fights and physical altercations</li> <li>● Underage drinking</li> <li>● Alcohol consumption in parking areas</li> <li>● Alcohol brought into events</li> </ul> <p>Five alcohol events were shut down due to safety and compliance violations.</p>	<p>alcohol service.</p> <p>Sterling will not tolerate unlawful activity (alcohol brought in from outside or minors drinking).</p> <p>Sterling agrees to a de-escalation process, but maintains the right to close an event that it deems unsafe or puts either Sterling or the City of Oxnard at risk.</p>	<p>alcohol-related events or meetings.</p> <p>However, the nonprofit requests additional procedures for managing the security at these events.</p> <p>The nonprofit requests additional opportunities for events to come back into compliance after incidents; they also would like additional de-escalation practices, and prefers not to have an event closed down.</p>	<p>for all alcohol-related events.</p> <p>City staff are developing procedures to help support both operators at the PACC. Attached to the staff report is a list and draft descriptions of intended Exhibits which will accompany the OPAC Contract. Some flagged Exhibits may also accompany the Sterling Contract.</p> <p><b>WHY</b>                  Alcohol-related events carry heightened legal, safety, and insurance risk. Because Sterling holds the ABC license, any violations at nonprofit-managed events can result in fines, penalties, or loss of the license, which would impact all operations at the PACC and Sterling’s business.</p>
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<p><b><u>Security for events without alcohol</u></b>  <i>(Since May 2025)</i>                  Three nonprofit events designated as “non-alcohol” resulted in serious incidents, including:</p> <ul style="list-style-type: none"> <li>● Underage alcohol consumption</li> <li>● Open containers brought into events</li> <li>● Fighting, racial slurs, injuries, and threats of harm</li> </ul> <p>Multiple nonprofit events were documented with no security or inadequate security.</p> <p>Unauthorized alcohol use at non-alcohol events still exposes Sterling’s ABC license to enforcement action.</p>	<p>Sterling prefers to provide all security for events (alcohol and non-alcohol).                  This would provide centralized oversight of security operations, and incidents could be managed in a more standardized process prior to escalation.</p> <p>As the ABC license holder, Sterling has a vested interest in preventing alcohol violations at all events at the PACC.</p>	<p>For events/gatherings during which alcoholic beverages are not served, the OPAC Board will staff security guards, according to City requirements for such events.</p>	<p>Staff recommends that Sterling manage security for all events at the PACC, including events without planned alcohol service. This provides Sterling with full authority to enforce laws, manage incidents, and close events when required to protect public safety and regulatory compliance.</p> <p><b>WHY</b>                  The City’s F.A.C.T. Compliance Specialist confirmed that any event poses a risk of unauthorized alcohol activity, regardless of event designation.</p> <p>Fragmented or inconsistent security increases the likelihood of delayed response, underreporting, and regulatory violations.</p> <p>Centralized security under Sterling, the ABC license holder, ensures consistent enforcement, protects public safety, minimizes City liability, and safeguards the PACC’s liquor license.</p>
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**Item 3: Revenue Splits and Concessions**

**Item 3.A: Revenue Splits**  
 Under the new two-operator model, City staff will assume new operational, financial, and compliance responsibilities (previously managed by Sterling). City staff is recommending that the revenue split be 60/40, with the City receiving 10% more of the revenue to offset the additional staff time and management that will be dedicated to overseeing the nonprofit's contract and events at the PACC.

PACC Contract Topics for Community Services, Public Safety, Housing & Economic Development Committee Discussion  
 January 27, 2026

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>The original 2020 agreement established a 50/50 rental revenue split between the City and the operator, Sterling.</p> <p>In an effort to support the nonprofit, Sterling extended this same revenue-sharing arrangement to OPAC for any meeting room rentals booked by the nonprofit. During this period, Sterling continued to manage the meeting rooms and associated operations, while receiving no share of rental revenues generated by nonprofit-booked events.</p> <p>Under the two-operator model, City staff will assume additional responsibilities for contract oversight, compliance monitoring, revenue verification, and incident tracking. This additional oversight is estimated to require approximately 10 hours per week of staff time and ongoing administrative resources.</p>	<p>Sterling has concerns about its current clients and the impact on future “Meeting Rooms” revenues.</p>	<p>That the 60%/40% split would be in effect until the rental income submitted to the City reaches \$95,000 for the fiscal year.</p> <p>Then, the rental income split would revert to a 50%/50% split for the remainder of that year.</p> <p>After one year of implementation, the need for the monitor would be evaluated in collaboration between the City leadership and the OPAC Board.</p>	<p>Maintain a permanent 60/40 split in favor of the City for all nonprofit-booked meeting room rentals, with the split to be revisited in one year.</p> <p>The City’s “Meeting Rooms” revenue goals are \$95,000 annually. Based on FY 2025, the total “Meeting Rooms” annual rental revenue was nearly \$370,000, of which the City received nearly \$185,000. With a 60/40 split, the additional 10% retained by the City would generate approximately \$37,000 annually, which closely aligns with the projected staff management and oversight costs.</p> <p><b>WHY</b></p> <p>The City’s objective is to avoid new operating losses and preserve net revenues for facility reinvestment.</p> <p>The additional 10% retained by the City will offset increased staff oversight and ensure revenues remain available for deferred maintenance and facility reinvestment.</p>

**Item 3.B: Concessions:** As an event venue, the PACC incurs operational and infrastructure costs associated with hosting events, regardless of who books or produces them. Service charges and food and beverage concessions are standard industry practices to recover these costs and avoid reliance on public subsidy. The current PACC operations contract requires Sterling to remit 15% of the gross margin (food & beverage less cost of sales) for concessions (excluding taxes and gratuities on concessions) to the City. These revenues contribute directly to reinvesting in the deferred maintenance of the facility.

Facts	Sterling Position	Nonprofit Position	Staff Recommendation
<p>Service charges and food and beverage concessions (typically ranging from 15–22%) are standard industry practices.</p> <p>Sterling operates as a full-service event management company, including providing food and beverage catering for special events at the PACC.</p> <p>Under the City’s contract with Sterling, the City receives 15% of the gross margin (food &amp; beverage less cost of sales) for concessions (excluding taxes and gratuities on concessions).</p> <p>Revenues exceeding contract targets are deposited into the PACC Fund and reinvested in</p>	<p>Sterling has been paying 15% of the gross margin (food &amp; beverage less cost of sales) for concessions (excluding taxes and gratuities on concessions) for Sterling-generated concession revenues for both the Theater and “Meeting Rooms” since the contract was signed in 2020.</p>	<p>The OPAC Board strongly objects to the imposition of a 15% charge for concession sales.</p> <p>The Board states such a charge is not a standard for nonprofit operators of public facilities and would add undue administrative burden to OPAC operations.</p> <p>Furthermore, it is believed by the Board that such a charge would penalize the small local vendors the City and the OPAC Board intend to support.</p>	<p>Staff recommends the following:</p> <ul style="list-style-type: none"> <li>- Require payment to the City of 15% of gross food and beverage margins for all “Meeting Rooms” events, regardless of whether sales are direct or vendor-based.</li> <li>- Require all food and beverage vendors to maintain a City of Oxnard business license, appropriate insurance, health and safety compliance, and inclusion on the approved vendor list.</li> </ul> <p><b>WHY</b></p> <p>While the City Council has the authority as policymakers to subsidize food and beverage operations and the associated wear and tear on City facilities, staff does not recommend doing so in this instance.</p> <p>Sterling currently generates food and beverage revenue for the City through its concessions agreement.</p>

<p>facility maintenance and deferred capital improvements.</p> <p>The nonprofit currently does not have an agreement to provide payment on gross margin for food &amp; beverage concessions, despite nonprofit-booked events still generating food and beverage activity through caterers, food vendors, and food trucks that use City-owned kitchens, utilities, plumbing, and waste systems.</p>			<p>Allowing the nonprofit to book events without the same 15% gross margin requirement removes an existing revenue stream, even though those events still utilize City-owned kitchens and utilities.</p> <p>Applying the same 15% concessions charge to nonprofit-booked events ensures equitable treatment for all events, prevents a public subsidy for large celebrations such as weddings, etc. that are booked by the nonprofit, and preserves a funding source for deferred maintenance and capital reinvestment in a facility that has experienced decades of underfunding.</p>
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**Item 4: Facility Rental Management System (Facilitron)**  
 The City uses Facilitron for rentals at most City facilities and recommends requiring its use for “Meeting Room” rentals at the PACC. The system provides transparency, consistent documentation, and audit-ready records, tools that will support accountability and transparency measures with the operator.

<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
<p>The City uses Facilitron across most facilities for scheduling, contracts, payments, and reporting. The system improves transparency, audits, and compliance tracking. It has already been procured and meets City</p>	<p>Sterling will continue to book “Theater” operations through its current standard operating procedures.</p>	<p>The OPAC Board will use and pay the costs of Facilitron or a like platform, subject to the approval of the City, under its own contract with the service provider. Validation of rentals would be done by the submission of rental contracts to the City for review.</p>	<p>Staff recommends requiring all PACC “Meeting Room” rentals to be booked through the City-controlled Facilitron platform. OPAC may not operate a parallel or independent booking system.</p> <p><b>WHY</b>                      “Meeting Rooms” bookings should be</p>

<p>standards.</p> <p>Facilitron provides standardized documentation, real-time visibility into rentals, vendor participation, alcohol service, insurance, and permits, and reduces the risk of double-bookings or compliance gaps.</p> <p>City staff are trained and able to operate this platform. Facilitron also offers free training as needed for new users (including third-party vendors).</p> <p>Direct City access to booking records, contracts, and compliance data ensures continuity of operations if facility operators change.</p>			<p>processed through the City-controlled Facilitron platform, which is used to manage reservations for parks, picnic areas, sports fields, facility rentals at the Wilson and South Oxnard Centers and library meeting rooms.</p> <p>Facilitron provides real-time visibility into who is renting, which vendors are on site, whether alcohol is served, and whether insurance and licenses are valid.</p> <p>Running separate systems creates audit gaps, increases the risk of under-reporting revenue, and makes compliance tracking unreliable.</p> <p>Additionally, City oversight of the Facilitron account will ensure that there are no disruptions to customers and their use of a City-owned building, should there be any operator changes at the facility.</p>
<p><b>Item 5: Naming Rights and Uses</b>                  The nonprofit trademarked the acronym “OPAC” for Oxnard’s Performing Arts and Convention Center, a public facility, without the consent of the City.</p>			
<p><b>Facts</b></p>	<p><b>Sterling Position</b></p>	<p><b>Nonprofit Position</b></p>	<p><b>Staff Recommendation</b></p>

<p>OPAC has trademarked the name, which is an acronym for the Oxnard Performing Arts Center.</p> <p>This could cause significant issues and confusion in the future if not addressed.</p>	<p>Sterling would like to use the acronym in instances where they partner with the nonprofit and also for advertising.</p>	<p>The nonprofit does not want Sterling to use the acronym.</p>	<p>Staff recommends a clause be included in the contract, noting that OPAC may retain the use of the acronym while located in the PACC. Sterling should use OPACC when referencing the venue.</p> <p><b>WHY</b>                  Allowing a third party to control or restrict the use of a name associated with a City-owned asset creates legal, branding, and financial risk for the City and its contracted operator.</p>
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**Item 6: Addressing Contract Compliance Issues and Contract Breaches**  
 Establish a clear, enforceable framework that protects public safety, minimizes City liability, and ensures accountability if the nonprofit fails to meet contract requirements.

<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
<p>The City is contracting with two operators in a single public facility. Past nonprofit-managed events have included safety incidents, alcohol violations, missing security, and incomplete documentation. The City has audit, public safety, and legal obligations that require enforceable performance standards, reporting, and termination authority.</p>	<p>Sterling operates under strict compliance obligations tied to its ABC license and its City contract. Sterling supports clear performance standards, incident reporting, and strong enforcement authority to protect public safety and reduce liability exposure.</p>	<p>The nonprofit has requested greater flexibility, more time to correct violations, and fewer consequences for compliance failures. It prefers collaborative remediation over formal enforcement or termination authority.</p>	<p>Adopt a formal, tiered compliance and enforcement framework that includes:</p> <ol style="list-style-type: none"> <li>1. Clear performance and reporting standards;</li> <li>2. Defined cure periods for correctable violations;</li> <li>3. Immediate termination authority for serious safety, alcohol, financial, or legal breaches; and</li> <li>4. The City’s right to terminate for convenience on 30 days’ notice.</li> </ol> <p><b>WHY</b></p>

			This structure ensures accountability while giving the nonprofit defined opportunities to correct deficiencies without exposing the City to ongoing risk.
<p><b>Item 7: OPAC Board Use of the PACC Facility</b>                  Addressing the request for no rental charges up to \$7,500 annually for OPAC nonprofit events.</p>			
<b>Facts</b>	<b>Sterling Position</b>	<b>Nonprofit Position</b>	<b>Staff Recommendation</b>
<p>The nonprofit already receives substantial in-kind contributions from the City, including office and meeting space, utilities (up to a capped amount), maintenance, major building systems support, risk management, administrative oversight, and technical assistance.</p> <p>These in-kind services have real and measurable costs to the City and directly reduce the nonprofit’s operating expenses, even though they are not charged to the operator.</p> <p>The City is currently conducting a fee study that</p>	<p>Sterling does not receive rental waivers or credits for use of the facility and operates under a contract structure that assumes full responsibility for operating costs tied to event activity. Sterling receives an in-kind benefit of operating out of the auditorium office.</p>	<p>The OPAC Board requests that, for community benefit events with no admissions charge and hosted by the OPAC Board, the Board will have the right to use the meeting and ballrooms for no rental charges up to an amount of \$7,500, after which the Board would pay the approved rental rates for room use.</p>	<p>Staff does not recommend Meeting Room or event rental credits for the OPAC nonprofit, as it already receives in-kind support for its operations at the PACC.</p> <p>A fee study is currently underway and will be presented to the City Council to consider adoption of a nonprofit rental rate for the PACC that is available to all Oxnard-based nonprofits.</p>

<p>includes PACC rental rates to establish fair, transparent, and cost-based fees applicable to all users, including other Oxnard-based nonprofits.</p>			
<p><b>Item 8: Facility Improvements</b></p>			
<p><b>Facts</b></p>	<p><b>Sterling Position</b></p>	<p><b>Nonprofit Position</b></p>	<p><b>Staff Recommendation</b></p>
<p>The PACC is a City-owned facility with decades of deferred maintenance. Major building systems, including HVAC, water heaters, plumbing, and electrical, are capital assets that require long-term planning, competitive procurement, and coordination with the City’s Capital Improvement Program (CIP).</p> <p>The City currently reinvests facility revenues through the PACC Fund to pay for these types of major repairs. The City Council also determines the priority of the capital improvements through approval and budget appropriations towards the</p>	<p>Under the City’s current operations contract, Sterling may perform facility repairs up to \$5,000 that do not involve capital replacement or changes to building infrastructure, and those costs are absorbed by the operator and not reimbursed by the City.</p>	<p>The City will reimburse the OPAC Board for extraordinary repairs and maintenance. For example, the replacement of the forced air heater in the Thousand Oaks Room is estimated to cost \$5,000. Also, the replacement of a 100-gallon water heater costs approximately \$6,000.</p> <p>Costs for minor repairs and maintenance will be paid by the OPAC Board.</p>	<p>Staff recommends that the City will not reimburse OPAC for extraordinary repairs or maintenance. All capital repairs and replacements (including HVAC, water heaters, plumbing, and similar systems) shall be funded and managed by the City through the PACC Fund and the City’s capital improvement and facilities maintenance programs.</p> <p>OPAC remains responsible for routine and basic maintenance associated with its operations.</p> <p><b>WHY</b>                  This recommendation is consistent with the City’s existing contract structure, where the contract operator assumes financial responsibility for routine and basic maintenance and minor repairs related to its operations, with the</p>

CIP.			understanding that the company has signed an agreement to operate in an older facility with known deferred maintenance.
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**Item 9: Length of Contract**

City staff recommend a two-year pilot program contract with the nonprofit for operations of the “Meeting Rooms” at the PACC. This pilot structure allows the City to evaluate the nonprofit’s operational capacity and risk exposure while limiting long-term financial and public safety commitments. The reasons for this pilot program include the following:

- **Operational Capacity and Professional Standards:** The pilot period allows the City to evaluate whether the nonprofit can effectively manage the operational responsibilities required of a professional facility operator without compromising safety or compliance standards.
- **Risk Management and Oversight:** This structured timeframe provides the City with an opportunity to assess the nonprofit’s ability to adhere to required policies, procedures, and oversight expectations, while limiting long-term risk if the nonprofit is unable to meet contractual obligations.
- **Financial Sustainability and Equity:** The pilot tests whether the nonprofit can operate within the established financial framework recommended by staff (e.g., 60/40 revenue split, 15% concessions gross margin, and no reimbursement for extraordinary repairs) without creating additional financial burdens or unintended subsidies that would reduce funds available for capital reinvestment.
- **Compliance and Accountability:** The pilot allows the City to evaluate whether the proposed compliance framework (performance standards, reporting requirements, and enforcement measures) is effective and enforceable before committing to a longer-term agreement.

**WHY**

The City staff recommend a one-year review and presentation to the Council will include metrics such as frequency of security incidents, compliance with City systems (Facilitron, reporting, documentation), meeting revenue targets, and adhering to the City’s contract and operating exhibits for use of the facility. Overall, the two-year pilot program provides a balanced and responsible approach to testing the nonprofit’s capacity to manage the “Meeting Rooms” while protecting the City’s financial interests, public safety, and operational integrity

November 25, 2025

To: Terrel Harrison, Cultural and Community Services Director

From: Scott Swenson, Safer Neighborhoods and F.A.C.T. Compliance Specialist

Subject: Alcohol Issues at the P.A.C.C.

Thank you for your call yesterday regarding the service of alcoholic beverages at the P.A.C.C. It is my hope that I can clear up any misunderstandings. First, it is important to understand that any site that sells and serves alcoholic beverages in our community will come under the umbrella of several sets of law. In the case of the P.A.C.C., the legal constraints on the business licensed to sell alcoholic beverages comes from these sources:

- California Business and Professions Code, Sections: 23000 - 25762
- Oxnard City Code, Sections: 7-240+, 13-1&2, CC Resolution 12,407
- Planning Commission Resolution: 2020-14
- City of Oxnard Dance Permit for 2025-26

The questions you have shared relate to what regulations does Sterling Ventures have to follow with regards to alcohol sales and service? In particular, the below items:

- Are there regulations regarding clear cups for non-alcoholic beverages? *Yes, see PC Resolution 2020-14, Condition 22.*
- Are there regulations regarding guard to guest ratios? *Yes, see Oxnard City Code 11-174 reference security requirements at dances and PC Resolution 2020-14, Condition 52 outlines security requirements at alcohol events.*
- Are guards required to patrol parking areas adjacent to an alcohol event? *No not specifically, However, PC Resolution 2020-14, Condition 39 requires that the site be posted for no drinking, no open containers and no loitering. It is intended that it is the duty of a security officer at an event at the P.A.C.C. to monitor the parking area.*
- Are there re-entry limits for an alcohol event required by law or regulation? *No, however, an ABC Licensee has a responsibility to manage his premise in an effective way. Failure to do so could endanger his license. Re-entry is often a means for a minor to acquire alcohol or a weapon from a vehicle in the parking lot. Monitoring or restricting re-entry can be a critical security issue.*
- Is Sterling Ventures empowered by law or regulation to end an event? *No, not specifically. However, if an ABC Licensee observes problem activities at an event, ending the event may be the best course of action in the context of public safety and it also is a means to protect his license. Additionally, Oxnard City Code 11-188 authorizes the Chief of Police or his designee to close an event if it becomes a public nuisance. This section also authorizes the City to recover the costs associated with the police response. In light of this, it is better for the party responsible for the event site to close the event, than have the Police do so.*

In closing, it is understandable for those who are not specifically familiar with the laws related to alcoholic beverages to lack clarity on the subject. My partner and I are subject matter experts concerning regulations regulating F.A.C.T. (Firearms, Alcohol, Cannabis & Tobacco) businesses. Together we have over sixty-five years of law enforcement experience. There are still times we need to look at the codes to find clarity. If you have any questions, please let me know.

See attachments

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11,896

RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF OXNARD ADOPTING STANDARDS FOR  
DETERMINING APPLICATIONS FOR SPECIAL USE  
PERMITS TO SELL ALCOHOLIC BEVERAGES

WHEREAS, any person wishing to sell alcoholic beverages in the State of California must obtain a license to do so from the Department of Alcoholic Beverage Control; and

WHEREAS, Business and Professions Code Section 23790 provides that the Department of Alcoholic Beverage Control shall not issue a retail license "for any premises which are located in any territory where the exercise of the rights and privileges conferred by the license is contrary to a valid zoning ordinance of any county or city"; and

WHEREAS, the City of Oxnard has enacted zoning ordinances restricting the sale of alcoholic beverages to certain zones and requiring that a person wishing to sell alcoholic beverages in such zones first obtain a special use permit; and

WHEREAS, section 34-147 of the Oxnard City Code provides in part:

"Before a special use permit may be granted, the applicant must show and the planning commission must find that the proposed use is in conformance with the general plan and other adopted standards and that the following conditions are met:

"(a) The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed special use permit shall be granted where the commission finds such use will adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare."

WHEREAS, based on the experience of the Police Department that there is a relationship between crime and the consumption of alcohol and that establishments selling alcohol are incompatible with certain adjacent uses, the City Council wishes to adopt standards for determining when granting applications for special use permits to sell alcoholic beverages would adversely affect or be materially detrimental to adjacent uses, buildings or structures or to the public health, safety and general welfare; and

WHEREAS, this resolution applies only to the determination required by subsection (a) of section 34-147 of the City Code, and does not dispense with the requirement that in order to grant a special use permit to sell alcoholic beverages the application must satisfy the remainder of section 34-147; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning and Environmental Services Manager provided public notice of the intent of the City to adopt a negative declaration for the adoption of this resolution ("the project"), and the City Council has considered the proposed negative declaration, together with any comments received during the public review process, finds on the basis of the initial study and any comments received that there is no substantial evidence that the project will have a significant effect on the environment, further finds that the mitigated negative declaration reflects the independent judgment of the City, and approves the negative declaration.

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

1. City Council Resolution No. 8597 is repealed.

2. The Planning and Environmental Services Division of the Development Services Department shall refer to the Police Department applications for special use permits to sell alcoholic beverages at retail. The Police Department shall prepare and submit to the secretary of the Planning Commission, at least ten calendar days before the date set for hearing on the special use permit, a written report on the following matters:

(a) The name and address and a description of the type of all establishments selling alcoholic beverages within 1,000 feet of the location for which the special use permit is applied. As used in this resolution, "the type" refers to the nature of the business (e.g., grocery store, liquor store, bar or restaurant), not to the type of State Alcoholic Beverage Control license issued to or sought for the business.

(b) The annual number of incidents involving police responses within 1,000 feet of the location for which the special use permit is applied and how this number compares to the City average of police responses.

(c) The likelihood that granting the application will create or significantly aggravate police problems at or near the subject location.

(d) A list of conditions recommended for inclusion in the special use permit to minimize police problems if the application is granted. One such condition shall be that the applicant provide Responsible Beverage Sales and Service (RBSS) training to all operators and employees of the establishment within 30 days of their employment. The applicant may apply to the Police Department for a waiver of RBSS training for temporary or short-term employees.

3. The Planning Commission shall consider the report, as well as any other relevant evidence, in determining whether, under subsection (a) of section 34-147 of the City Code, granting an application for a special use permit to sell alcoholic beverages at retail would adversely affect or be materially detrimental to adjacent uses, buildings or structures or to the

public health, safety or general welfare. Before making such determination, the Planning Commission shall make the following findings, as well as any other relevant findings:

(a) The proposed use is not likely to create or significantly aggravate police problems within 1000 feet of the location for which the special use permit is applied; and

(b) The proposed use will not result in or add to an undue concentration of establishments selling alcoholic beverages at retail within 1000 feet of the location for which the special use permit is applied. For purposes of making this determination, there is a presumption that an undue concentration will result or be added to if the establishment for which the special use permit is applied will be located less than 350 feet from another establishment of the same type, and there is a presumption that an undue concentration will not result or be added to if the establishment for which the special use permit is applied will be located 350 feet or more from another establishment of the same type. However, either presumption may be rebutted by a preponderance of the evidence, based on the facts of the particular case.

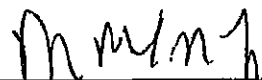
4. All of the procedures and other matters contained in section 34-146 et seq. of the City Code apply to applications for special use permits to sell alcoholic beverages at retail.

PASSED AND ADOPTED this 6th day of February, 2001, by the following vote:

AYES: Councilmembers Maulhardt, Pinkard, Zaragoza, Holden and Lopez.

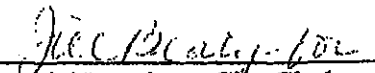
NOES: None.

ABSENT: None.

  
\_\_\_\_\_  
Dr. Manuel M. Lopez, Mayor

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
Daniel Martinez, City Clerk

  
\_\_\_\_\_  
Gary L. Gillig, City Attorney

RESOLUTION NO. 2020 – 14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 20-510-03 (SPECIAL USE PERMIT - ALCOHOL), TO ALLOW THE SALE OF BEER, WINE, AND, DISTILLED SPIRITS FOR ON-SITE CONSUMPTION (ALCOHOL AND BEVERAGE CONTROL LICENSE TYPE 47 - ON-SALE GENERAL - EATING PLACE) AT AN EXISTING 65,834 SQUARE-FOOT MULTI-BUILDING PERFORMING ARTS & CONVENTION CENTER (P.A.C.C.), LOCATED AT 800 HOBSON WAY (APN: 202-0-250-065) WITHIN THE COMMUNITY RESERVE (C-R) ZONE, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FINDINGS AND CONDITIONS. FILED BY KEVIN HUFFORD, 100 WILSHIRE BLVD., SUITE 700, SANTA MONICA, CA 90401.

WHEREAS, on March 16, 2020, Kevin Hufford, (the “**Applicant**”) on behalf of the property management company Sterling Venue Ventures, LLC., and allowed by the current contract with the property owner, the City of Oxnard, submitted a request to allow the sale of beer, wine, and distilled spirits for on-site consumption within an existing 65,834 square-foot multi-building performing arts and convention center (P.A.C.C.) located at 800 Hobson Way; and

WHEREAS, on August 6, 2020, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly notice public hearing to consider an application for Planning and Zoning Permit No. 20-510-03 (Special Use Permit - Alcohol), filed by Kevin Hufford in accordance with Section 16-530 through 16-553 of the Oxnard City Code and City Council Resolution No. 11,896; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a Section 15301 (Existing Facilities) Categorical Exemption. Further, the project does not trigger any of the Exceptions to the Exemptions (Section 15300.2) to defeat the Exemption:

- (a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply to all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

The project site is located within the 2030 General Plan land use designation of Park (PRK) and the zoning designation is for Community Reserve (C-R). The Project is surrounded by recreational and residential development. The project

site and adjacent sites do not contain any known environmental resource of hazardous or critical concern. Therefore, the project will have no impact on an environmental resource of hazardous or critical concern.

- (b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The proposed Special Use Permit request for alcohol is consistent with the 2030 General Plan and the Oxnard City Code and is compatible with scale and character of other commercial development in the project area. Any projects requiring discretionary approval would be analyzed with the 2030 General Plan and the Municipal Code for consistency and CEQA for any potential impacts. Therefore the project will have no significant cumulative impact.

- (c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The proposed Special Use Permit request for alcohol will not result in an unusual circumstance that would cause the project to have a significant effect on the environment. The project will not alter the recreational and residential character of the surrounding development and the property does not contain any unusual environmental characteristics as the property is surrounded on all sides by recreation and residential development. Therefore, the project will not have a significant effect on the environment due to unusual circumstances.

- (d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements, which are required as mitigation by an adopted negative declaration or certified EIR.

The project is not located in or adjacent to a State designated scenic highway.

- (e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site, which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The proposed project site is not included on any list compiled pursuant to Section 65962.5 of the Government Code.

- (f) Historical Resources. A categorical exemption shall not be used for a project, which may cause a substantial adverse change in the significance of a historical resource.

The project site does not contain an existing or potential landmark, point of interest, or historic resource, and it is not located within an existing, proposed, or potential Historic District. The 65,834 square-foot industrial building was constructed from 1960-1967; however, this Project will not result in modifications of the existing building. Therefore, the proposed project will not cause a substantial adverse change in the significance of a historical resource.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds:

- 1) The proposed use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**

As described in the Staff Report, the proposed sale of alcoholic beverages as an accessory use within the Community Reserve (C-R) zoning district, subject to approval of a Special Use Permit. Therefore, the proposed sale of alcohol is in conformance with the 2030 General Plan and the elements thereof and other adopted standards. Therefore, this Project meets this finding.

- 2) The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

As described in the Staff Report, the Project will allow the sale of beer, wine, and distilled spirits for on-site consumption within an existing Performing Art & Convention Center (P.A.C.C.). As there is one other alcohol establishment within 1,000 feet of the project site, there is no undue concentration by City standards. As conditioned, the Project will not aggravate policing issues when properly regulated through the imposition of and compliance with the conditions of approval. Based on these factors, this business, responsibly managed, would not have an adverse impact on area crime or demand for police services. As such, this Project meets this finding.

- 3) The proposed use will not result in or add to an undue concentration of off-site consumption establishments selling alcoholic beverages within 350 feet of the subject location.**

As described in the Staff Report, and Oxnard Police Department Alcohol SUP Report, there is only one other alcohol establishment within 1,000 feet of the Project site; therefore, there is no presumption of undue concentration by local standards. This finding is rebutted by a preponderance of evidence, which shows that the business will be in a well-established, well-maintained Performing Arts & Convention Center where the crime rate is significantly below the average for other parts of the City. Therefore, this Project meets this finding.

- 4) The proposed use is not likely to create or significantly aggravate police problems within 1,000 feet of the location for which the special use permit is applied.**

As described in the Staff Report, the Performing Arts & Convention Center has a significantly below-average crime rate when compared to other parts of the City. The Project will not create, or significantly aggravate police problems within 1,000 feet of the location for which the Special Use Permit is requested, as discussed in the Staff Report and Oxnard Police Department Alcohol SUP Report. Based on the crime statistics, the input from the community and the Beat Coordinator, there is no reason to oppose this application. As such, this Project meets this finding.

SECTION 2. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15301 (Existing Facilities) of the State CEQA Guidelines pertaining to projects involving “negligible or no expansion of use beyond that existing at the time of the lead agency’s determination” may be found to be exempt from the requirements of CEQA. The Project involves a request to sell alcohol for on-site consumption within an existing multi-building performing arts & convention center (P.A.C.C.) and will not increase the square footage of the existing building. No Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. Therefore, the Planning Commission has determined that there is no substantial evidence that the Project will have a significant effect on the environment. The Planning and Environmental Services Division is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the Planning Commission hereby approves Planning and Zoning Permit 20-510-03 (Special Use Permit - Alcohol), subject to the attached conditions of approval.

SECTION 4. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

**STANDARD CONDITIONS OF APPROVAL  
 FOR LAND USE PERMITS**

Note:

The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

<b>DEPARTMENTS AND DIVISIONS</b>			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

**GENERAL PROJECT CONDITIONS**

- 1) This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
- 2) This permit is granted for the plans dated August 6, 2020, (“the plans”) on file with the Planning Division. The Project shall conform to the plans, except as otherwise specified in these conditions, or unless a Minor Modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a Major Modification to the plans is approved by the Planning Commission. A Minor Modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A Major Modification shall be required for substantial changes or increases in such items (PL, *G-2*).
- 3) By commencing any activity related to the Project or using any structure authorized by this permit, Applicant accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein (CA, *G-5*).

- 4) Applicant agrees, as a condition of adoption of this resolution, at Applicant's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process (CA, G-6).
- 5) Any covenants, conditions, and restrictions (CC&Rs) applicable to the Project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail (CA, G-7).
- 6) Applicant shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Applicant shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager (PL, G-8).
- 7) Before placing or constructing any signs on the Project property, Applicant shall obtain a sign permit from the City. Except as provided in the sign permit, Applicant may not change any signs on the Project property (PL/B, G-10).
- 8) Applicant shall not permit any combustible refuse or other flammable materials to be burned on the Project property (FD, G-12).
- 9) Applicant shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the Project property, except as provided in a permit issued by the Fire Chief (FD, G-13).
- 10) If Applicant, owner or tenant fails to comply with any of the conditions of this permit, the Applicant, owner or tenant shall be subject to a civil fine pursuant to the Oxnard City Code (CA, G-14).

#### **PLANNING DIVISION SPECIAL CONDITIONS**

- 11) This permit shall automatically be void 12 months from the date of issuance, unless the Applicant has received a License Type 47 from the State Department of Alcoholic Beverage Control to sell alcoholic beverages on the Project property (PL).
- 12) Unless the use is inaugurated no later than 12 months after this approval is granted and is diligently pursued thereafter, this approval will expire pursuant to the Oxnard City Code Section 16-553.

## **POLICE DEPARTMENT STANDARD CONDITION**

### **RBS Training**

- 13) Permittee and all servers and their immediate supervisors shall complete a course in Responsible Beverage Service (RBS) approved by the Chief of Police within sixty days of license granting and/or date of employment. Applicant and/or servers can contact the Alcohol Compliance Team at the Oxnard Police Department via email at [specialprojects@oxnardpd.org](mailto:specialprojects@oxnardpd.org) to obtain information on RBS classes. (PL/PD)
- 14) Each permittee shall maintain a record of their employees who have successfully completed the required Responsible Beverage Service Training and make that record available to any representative of the Oxnard Police Department upon request.

### **Food & Beverage Service**

- 15) Sales of alcohol may only occur between the hours of 7:00 A.M. and 12 A.M (Midnight). Patron consumption may occur after Midnight up to the end of the event or 1:30A.M. whichever occurs first. (see provision for extension of service hours in "Special Conditions") (PL/PD)
- 16) The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of food during the same period. Permittee shall at all times maintain records which reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the Police Department upon demand. (*see provision for outside vendors in "Special Conditions"*) (PL/PD)
- 17) The premises shall be equipped and maintained in good faith as a bona fide restaurant and shall possess, in operative condition, such conveniences for cooking and storage of foods such as stoves, ovens, broilers, refrigeration or other devices, as well as pots, pans, or containers which can be used for cooking or heating foods on the type heating device employed. The dining area shall possess the necessary utensils, table service, and the condiment dispensers with which to serve meals to the public (PL/PD)
- 18) Permittee shall have a Certified Food Handler on-duty at all times alcoholic beverages are being served for consumption on-site. (PL/PD)
- 19) Permittee shall maintain records in accordance with Health and Safety Code 113790 which requires any employee who handles food shall have a California Food Handler Card. (PD)

- 20) Employees will encourage guests to purchase and consume food items along with their alcoholic beverages, as part of its commitment to responsible beverage service. The menu shall not be reduced in number or substance at any time alcohol is being served other than for reasonable, unforeseen reasons (lack of product...). Any changes or replacements to the proposed product offering shall be of similar or greater quantity and any permanent reduction of menu items is prohibited. (PD)
- 21) Alcoholic beverages shall not be offered at significantly reduced prices (typically more than a 25% reduction from regular prices) that are meant to encourage greater consumption of alcohol such as during “happy hour” type promotions. Permittee shall not develop any other promotional activity that is designed to encourage excessive drinking of alcoholic beverages. Promoting a “happy hour” or other event that offers reduced prices on food or other items shall not be considered a violation of this condition and are actually encouraged. (PD)
- 22) Alcohol shall be served in containers that are distinct from the beverage cups or containers used for coffee or other non-alcoholic beverages shall be served in standard sizes that are consistent with the industry and shall not be served by the pitcher or similar high capacity containers exceeding 25 oz. total. The sale or service of alcohol in their original container (bottle or can) is prohibited. The design of containers for the service of alcoholic beverages shall be approved by the Chief of Police or his designee. (PD)

#### **Security Features & Personnel**

- 23) Prior to commencing the sale of alcohol permitted by this permit, the permittee shall install a video surveillance system that shall be maintained at a reasonable industry standard and shall monitor, at a minimum, the entrances and exits, any centralized point of sale and areas immediately surrounding the exterior of the facility. The video system installed to meet the requirement of these conditions shall meet the below minimum standards:
  - a) Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Grayscale images are required for infra-red lighting.
  - b) Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
  - c) Cameras shall have sufficient low light capture ability to clearly monitor persons conducting transactions.
  - d) The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
  - e) The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
  - f) Recorded images shall bear a date and time stamp that cannot be altered.

- g) At a minimum, one camera shall be dedicated to capturing head and upper body images of each person entering any door or entrance to the facility. Cameras dedicated to this purpose shall be mounted at 7-feet above the floor.
  - h) A camera shall be installed to monitor activity in each kitchen.
  - i) The camera system shall operate 24-hours a day, 7-days a week.
- 24) Failure to maintain the video surveillance system in good working order can be grounds for suspension of this permit. The permittee shall provide video records to the Chief of Police or his/her designee in a timely manner upon request.
- 25) Permittee shall install and maintain a dual technology electronic intrusion detection system capable of differentiating between human and non-human motion. (burglary alarm). (PD)
- 26) Permittee shall equip each point of sale with a silent robbery alarm that complies with Oxnard City Ordinance No. 2601 or develop and implement critical incident protocols that provide an efficient method for alerting police and others to a potential threat without unnecessarily putting the employees at risk. (PD)
- 27) Permittee shall have drop-safes installed or establish other responsible cash handling procedures to allow employees to deposit daily receipts throughout the day as the amounts exceed allowable levels in the register (typically \$50-200). (PD)
- 28) Permittee shall establish responsible cash handling procedures to reduce the likelihood of robberies and theft. (PD)
- 29) When security personnel are present or required per Oxnard City Code, Permittee shall maintain accurate records of all security personnel on the premises at any given time and make those available to the police upon demand. These records shall, at a minimum, provide the name, date of birth, copies of security guard credentials or license and any other permits or certifications related to security work. This would include copies of permits for weapons or other tools the guard may be authorized to carry. Security personnel shall remain in compliance with updated training related to their work as set forth by any existing or future state and/or local regulations. (PD)

### **Operations**

- 30) The Police Chief or designee may immediately suspend operation of the uses approved by this permit pending a hearing on the revocation of this permit conditions and/or a permit/license issued by the California Department of Alcoholic Beverage Control (“ABC”), or there is a single serious violent crime or single significant incident to which multiple police units or multiple police jurisdictions respond associated with the operations of this use, which the Chief determines is detrimental to the public safety or

health. The Chief shall immediately inform the Planning and Environmental Services Manager of the suspension and the manager shall schedule a hearing o the revocation of the permit by the Community Development Director to be held no more than 30-days after the suspension begins. (PD)

- 31) Employees involved in the sale or service of alcoholic beverages shall not be allowed to consume alcoholic beverages at any time during their shift. Employees shall not report to work with evidence of having consumed any intoxicants such as alcohol, illegal drugs or controlled substances. (PD)
- 32) Any graffiti painted or marked upon the premises or on any adjacent area under the control of the Permittee shall be removed or painted over within 24-hours of being applied. (PD/PL)
- 33) The permittee shall be responsible for maintaining their areas of responsibility free of litter in the area adjacent to the premises over which the Permittee has reasonable control. (PD/PL)
- 34) The area surrounding premises under the reasonable control of the permittee (including the rear of the business) shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons in or about the area. (PD/PL)
- 35) The permittee shall establish responsible cash handling procedures to reduce the likelihood of robberies and thefts. (PD)
- 36) Permittee shall regularly police the area under permittee's control and shall not permit the loitering of persons about the premises. (PL/PD)
- 37) The activity at the site and the use of any amplifying system or device shall not be disruptive to neighboring uses. (PD)

### **Signage**

- 38) There shall be no advertising of alcoholic beverages visible from the outside, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. (PL/PD)
- 39) In the areas outside the business, not otherwise licensed by the Department of Alcoholic Beverage Control allowing the service of alcohol, Permittee shall post prominent, permanent signs indicating that loitering, open containers and the consumption of alcoholic beverages is prohibited. This includes the parking lot, walkways and other adjacent areas under Permittee's reasonable control. (PD)

- 40) Prominent signs shall be posted throughout the business, in effect, “No persons under 21 will be served alcoholic beverages” and “Valid ID is required to purchase or possess alcoholic beverages”. (PD)

**Site Design**

- 41) Any pay phones installed shall be blocked from incoming calls. (PD/PL)
- 42) Any rear door of the premises shall be equipped on the inside with an automatic locking device, shall be closed at all times, and shall not be used as a means of access by patrons to and from the licensed premises. Temporary use of these doors for delivery of supplies does not constitute a violation. (PD)
- 43) The subject Alcoholic Beverage Control License shall not be exchanged for any other type of Alcoholic Beverage Control License without DDR review and approval by the Police Chief or designee and the Community Development Director. (PD)
- 44) Upon any individual transfer (person to person) of the subject Alcoholic Beverage Control License, or if the business is ever deemed a nuisance as defined in the Oxnard City Code, a review of the existing DDR shall be initiated and conditions may be added or removed as appropriate to mitigate existing or potential problems. (PD)

**POLICE DEPARTMENT SPECIAL CONDITIONS**

- 45) The site under the purview of this Special Use Permit will include the auditorium, and the adjacent contiguous meeting rooms and patios within the gated area of the facility. The permitted area does not include the Youth Center or the patio adjacent to the Youth Center.
- 46) The permittee shall have off-sale privileges of wine.
- 47) The permittee may apply for a one-day Special Use Permit up to six times in a calendar year to accommodate special activities (ie: New Year’s Eve, Mother’s Day) to expand the hours of operation and alcohol service beyond the hours identified in the conditions of this permit. The one-day permit may be denied if there has been a documented violation of these conditions during the 12-month period prior to the date of the planned one-day event or any other circumstance where it is believed the event would disturb neighboring uses or require additional police resources to monitor the event.
- 48) Prior to the issuance of this permit, the permittee shall submit and have approved a Security Plan which identifies the camera and alarms systems, guard post orders, security uniforms and other security related matters and policies.

- 49) The permittee shall submit every January a Security Plan which addresses the deployment of security personnel, security related features on the premises, and alcohol service. The Security Plan shall be approved by the Chief of Police or his or her designee. The Security Plan shall be submitted via email to: [specialprojects@oxnardpd.org](mailto:specialprojects@oxnardpd.org) and placed on the subject line: P.A.C.C. - Security Plans.
- a) The Security Plan shall include “post orders” to provide guidelines for security personnel.
  - b) The Security Plan shall outline security staffing levels when there is alcohol service in any portion of the facility licensed by the Department of Alcohol Beverage Control and this permit.
  - c) The Security Plan shall include the signage and other physical security features required when there is alcohol service.
  - d) The Security Plan shall establish Rules of Conduct for those parties who rent facilities and their guests.
  - e) The Security Plan may be modified by the Chief of Police or his or her designee at any time. Any modification of the Security Plan shall be in writing and sufficient time must be provided for the permittee to implement any changes.
- 50) The area(s) of alcohol service and consumption shall be limited and monitored by security personnel. Whether the area of service and consumption is within a building, within the portion of a building, or an area that includes all or part of a building and an outdoor area security personnel shall be deployed to monitor the activity of patrons, their behavior and the exits. Security personnel shall be deployed as follows:
- a) One security officer shall be near each point of sale and service and shall monitor patrons and support servers in their responsibilities of checking identification and sobriety of patrons.
  - b) One security officer shall monitor each exit of the alcohol service and consumption area.
  - c) Additional security officers shall be added to the service and consumption area relative to the count of patrons in the area.
  - d) Alcohol shall only be served to patrons of an event that is providing alcohol service. Access to an alcohol service and consumption area shall be limited by security personnel to patrons who are “ticketed” or otherwise tied to an event/venue designated for alcohol service.
- 51) Permittee shall submit and have approved annually, a menu of minimum items available from each kitchen on the premises. The menus shall be submitted every January to [specialprojects@oxnardpd.org](mailto:specialprojects@oxnardpd.org) . On the subject line of the email place: “P.A.C.C. – Menus”.
- 52) Security personnel will be required at all times alcoholic beverages are available and these provisions shall be followed:

- a) Generally, at a minimum, there shall be one security officer shall be present when 50 to 100 patrons are present, and one additional security person shall be present for each additional increment of 1 to 100 patrons. Specific security staffing requirements will be guided by the Security Plan.
  - b) Security personnel shall be present one-half hour before and one-half hour after the event where entertainment is presented.
- 53) The quarterly calculation of gross sales of food and gross sales of alcohol as required in condition #4 may include vendors who prepare and serve food while located at the P.A.C.C. during and event's alcohol service times. The permittee shall obtain documentation from each vendor providing food service which includes:
- a) Vendor's name and contact information, date and period of time when food service was provided.
  - b) The amount of gross food sales from the starting time of alcohol service is initiated at the P.A.C.C. to a time one hour after alcohol service is stopped.
  - c) Catering from an off-site kitchen is not appropriate support of condition #4.
  - d) More detailed requirements may be established in the Security Plan.
- 54) Portable bars shall be permitted provided that they are always attended by an employee who is 21-years or older anytime the bar is in an unsecured area.
- 55) Portable signage shall be deployed adjacent to any exit of an established service and consumption area.
- 56) A barrier system shall be utilized to separate an alcohol service and consumption area from other portions of the facility where alcohol consumption is not allowed or supervised.
- 57) A cell phone shall be dedicated to the on-duty facility manager or other person in authority to act on the behalf of the permittee in the operation of the facility. This person shall be the designated contact for the Police Department in the event of an incident or call for police service. The cell phone number shall be part of the Security Plan.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 6<sup>nd</sup> day of August, 2020, by the following vote:



Deirdre Frank, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 6th day of August, 2020, and carried by the following vote:

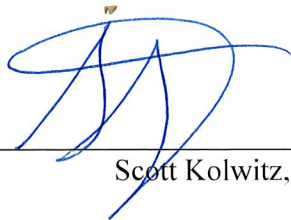
AYES: Commissioners: Frank, Chavez, Dozier, Fuhring, Meyer

NOES: Commissioners:

ABSENT: Commissioners: Sanchez

ABSTAIN: Commissioners:

RECUSED: Commissioner(s):



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Scott Kolwitz, Secretary

## ARTICLE VI. ENTERTAINMENT

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### SEC. 11-185. DEFINITIONS.

For the purpose of this article, the following words shall have the following meanings:

(A) ENTERTAINMENT - Any live or mechanically or electronically produced performance involving words, actions, music, sounds, animals, visual displays or other methods or devices intended to amuse, divert or please persons in the vicinity of the performance, excluding dancing for which a permit is required by article V of this chapter.

(B) BUSINESS ESTABLISHMENT - Any commercial or noncommercial venture that is open to the public and that operates inside a building or structure, as defined by the city building code; provided, however, that this definition shall not include the Oxnard Performing Arts and Convention Center.

(C) SECURITY PERSONNEL - Any person licensed by the State pursuant to Cal. Bus. and Prof. Code, Division 3, Chapter 11.4, as a proprietary private security officer, or Chapter 11.5, as a security guard, who is uniquely attired so as to be easily identifiable to attendees of the business establishment and to police officers and so as to differentiate himself/herself from attendees of the business establishment, from other employees or contractors of the business establishment, and from other employees or contractors of any entertainment promoter, and who has no duties in the business establishment except duties related to security, and who has completed a police department training class on security issues.

(D) Security personnel shall keep order inside and immediately outside the business establishment, including the parking areas adjacent thereto. Security personnel shall not permit loitering outside the business establishment.

(E) Management, employees and security personnel of a business establishment where entertainment is presented shall cooperate with law enforcement officers conducting any investigation in or around the business establishment.

(`64 Code, Sec. 12-4.1) (Ord. No. 2386, 2660, 2850)

### SEC. 11-186. ENTERTAINMENT PERMIT NOT REQUIRED.

No person is required to obtain an entertainment permit in order to present entertainment. This section does not exempt persons presenting entertainment from compliance with any other requirements, including the requirement for another permit, license or clearance, imposed by the code or by any ordinance, statute, rule or regulation.

(`64 Code, Sec. 12-4.2) (Ord. No. 2386)

### SEC. 11-187. CONDITIONS.

Persons presenting entertainment shall comply with the following conditions:

(A) Entertainment shall be subject to and shall not exceed the sound level standards contained herein.

(B) In any business establishment in which entertainment is presented, there shall be at least ten lux of illumination at floor level at entrances, at exits and at entrance and exit access and discharge areas.

(C) If a business establishment sells or allows the consumption of alcoholic beverages on the premises, security personnel shall be present in the business establishment during the time that live entertainment is presented in the business establishment and within one-half hour before and one-half hour after such time. One security person shall be present when 50 to 100 patrons are present, and one additional security person shall be present for each additional increment of 1 to 50 patrons.

(D) Security guards shall keep order inside and immediately outside the business establishment, including the parking areas adjacent thereto. Security guards shall not permit loitering outside the business establishment.

(E) Management, employees and security guards of a business establishment where entertainment is presented shall cooperate with law enforcement officers conducting any investigation in or around the business establishment.

(`64 Code, Sec. 12-4.3) (Ord. No. 2386, 2850)

### SEC. 11-188. TERMINATION BY POLICE CHIEF.

(A) The police chief or designee shall have the right to terminate any entertainment that creates a public nuisance because of noise, congestion, disturbances of the peace or any other reason, or that violates any of the conditions set out in section 11-187.

(B) All direct and indirect costs of providing the police response necessary to terminate the entertainment shall be charged to the person presenting the entertainment. Such costs shall be deemed a debt to the city, and any person required to pay such costs shall be liable in an action brought in the name of the city for recovery of such costs, including reasonable attorneys' fees.

(`64 Code, Sec. 12-4.4) (Ord. No. 2386)

**SEC. 11-174. SECURITY.**

Security personnel shall be present during and within one-half hour before and after the time that any music is played. Security personnel shall keep order inside and immediately outside the location where the public dance is held, including the parking areas adjacent thereto. Security personnel shall not permit loitering outside the public dance. Security personnel at a public dance shall cooperate with law enforcement officers conducting any investigation in or around the location of the public dance. One security person shall be present when 50 to 100 patrons are present, and one additional security person shall be present for each additional increment of 1 to 50 patrons, unless the dance permit is conditioned otherwise.

(`64 Code, Sec. 12-2.5) (Ord. No. 2386, 2850)

**Business Name: P.A.C.C.**

**Business Location: 800 Hobson Way**

**City of Oxnard Dance Permit  
Standard Operating Conditions  
2025-2026**

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1. Permittee, managers and servers shall complete an approved course in Responsible Beverage Service (RBS) sponsored or approved by either the California Department of Alcohol Beverage Control or the Oxnard Police Department within thirty (30) days of employment or issuance of dance permit. The permittee is responsible for maintaining records showing servers have completed the required training and shall submit this documentation upon request by the Oxnard Police Department. The ABC website for their RBS training is Responsible Beverage Service (RBS) Training | Alcoholic Beverage Control (ca.gov). The RBS card shall be renewed every three years by taking an approved course otherwise, the card will be considered invalid.
2. A copy of these conditions and a log of employees who have completed Responsible Beverage Service training must be maintained on the premises and made available upon the demand of by any representative of the Oxnard Police Department.
3. When security personnel are present or required, permittee shall maintain accurate records of all security personnel on the premises at any given time and make such records available to the OPD upon demand. These records shall, at a minimum, provide the name, date of birth, copies of security guard credentials or license and any other permits or certifications related to security work. This includes, but may not be limited to, copies of permits for weapons or other tools the guard may be authorized to carry. Security personnel shall remain in compliance with updated training related to their work as set forth by any existing or future state and/or local regulations.
4. The Chief may immediately suspend operation of the uses approved by this permit pending a hearing on the revocation of this permit if the Chief finds that there have been significant violations of the use permit conditions and/or ABC permit, or there is a single serious violent crime or single significant incident to which multiple police units or multiple police jurisdictions respond associated with the operation of this use, which the Chief determines is detrimental to the public safety or health. The Chief shall immediately inform the License Collector of such an action and submit a report supporting the suspension.
5. The premises shall be equipped with an adequate number of seats to accommodate all customers. There shall be no service area that is designed or used as a standing area only or as a combined standing and seating areas

6. Sales of alcohol shall not occur between the hours of 2:00 a.m. and 6 a.m. If an Alcohol Special Use Permit or the ABC License provide more restrictive hours, the most restrictive hours must be followed.
7. Alcoholic beverages shall not be offered at significantly reduced prices (typically more than 25% reduction) that are meant to encourage greater consumption of alcohol such as during "happy hour" type promotions. Permittee shall not develop any other promotional activity that is designed to encourage excessive drinking of alcoholic beverages.
8. Alcoholic beverages shall be served in standard sizes, not larger than 36 oz., and shall not be served by the pitcher (typically 64oz.), or similar high capacity amounts.
- ~~9. When dancing or entertainment is occurring, the sale of beverages in glass bottles is prohibited.~~
10. In the areas surrounding the business, not otherwise licensed by ABC allowing the service of alcohol, Permittee shall post prominent, permanent signs indicating that loitering, open containers and the consumption of alcoholic beverages is prohibited. This includes the parking lot and other adjacent areas under Permittee's reasonable control.
11. Prominent signs shall be posted stating, in effect, "No persons under 21 will be served alcoholic beverages" and "Valid ID is required to purchase alcoholic beverages".
12. The use of any amplifying system or device shall not be audible outside the premises nor shall any noise be disruptive to neighboring uses.
- ~~13. If alcoholic beverages are to be sold and consumed in any patio area, the patio must be properly permitted by the City of Oxnard ("City") Planning Department and licensed through ABC. The entire patio shall be adequately enclosed to the satisfaction of the Chief. Lor or excessively wide spaced fencing shall not be considered sufficient. The consumption of alcoholic beverages in any outdoor area other than the enclosed patio is strictly prohibited.~~
14. Any emergency exit gate/door on the patios shall not be used as a means of access or egress by patrons to and from the licensed premises. Other than during emergencies or for handicapped access per Americans with Disabilities Act ("ADA") guidelines, the gate shall be kept closed at all times. The gate shall close automatically and be equipped with an audible sounding device to alert employees when it has been opened. Adequate signs shall be posted near the gate stating it is an emergency exit or handicapped access only and that an alarm will sound if opened.
15. There shall not be any outdoor or patio bar (portable or otherwise) where alcoholic beverages are stored or served.

16. Amplified music and dancing are prohibited in any outdoor areas, regardless of whether alcoholic beverages are being served or consumed in such areas.
17. Sales and consumption of alcoholic beverages shall be limited to 6 A.M. to 2 A.M. If the business has other permits or licenses that further restricts the hours of sales and consumption of alcoholic beverages or the operation of the business, the most restrictive hours shall be used to regulate the premises.
18. If the business is operating under an ABC Type 41 or Type 47 Restaurant License, food must be made available during all times that alcoholic beverages are available for sales and consumption. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of food sold on the premises during the same period. The permittee shall at all times maintain records which reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the Police Department upon demand. The permittee shall have a Certified Food Handler on-duty at all times the restaurant is open to support the service of its menu.
19. In the event that a business operating under an ABC Type 41 or 47 License has two or more consecutive fiscal quarters where the alcoholic beverage sales exceeds 60% of gross food and alcohol sales, this dance permit will be subject to modification, suspension or revocation. A modification to this dance permit may be made by means of a City Hearing as outlined in Oxnard City Code Sections 1-55 through 1-61, or by mutual agreement between the Chief of Police or his/her designee and an authorized representative of the business and with the approval of a representative of the Oxnard City Attorney's Office.
20. Alcoholic beverages shall not be offered at significantly reduced prices (typically more than a 25% reduction from regular prices) that are meant to encourage greater consumption of alcohol such as during "happy hour" type promotions. Permittee shall not develop any other promotional activity that is designed to encourage excessive drinking of alcoholic beverages. Promoting a "happy hour" or other event that offers reduced prices on food or other items shall not be considered a violation of this condition and are actually encouraged.
21. The premises shall be equipped with an adequate number of seats to accommodate all customers. There shall be no service area that is designed or used as a standing area only or as a combined standing and seating area.
22. Employees involved in the sale or service of alcoholic beverages shall not be allowed to consume alcoholic beverages at any time during their shift. Employees shall not report to work with evidence of having consumed any intoxicants such as alcohol, illegal drugs or controlled substances.

23. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the Permittee shall be removed or painted over within 48-hours of being applied.
24. Permittee and security officers shall regularly police the area under Permittee's control and shall not permit the loitering of persons about the premises.
25. The activity at the site and the use of any amplifying system or device shall not be disruptive to neighboring uses.
26. The Police Chief or designee may immediately suspend operation of the uses approved by this permit pending a hearing on the revocation of this permit conditions and/or a permit/license issued by the California Department of Alcoholic Beverage Control ("ABC"), or there is a single serious violent crime or single significant incident to which multiple police units or multiple police jurisdictions respond associated with the operations of this use, which the Chief determines is detrimental to the public safety or health. The Chief shall immediately inform the Planning and Environmental Services Manager of the suspension and the manager shall schedule a hearing on the revocation of the permit by the Community Development Director to be held no more than 30-days after the suspension begins.
27. Prior to commencing the sale of alcohol permitted by this permit, the permittee shall install and operate 24 hours a day a video surveillance system. The system shall be maintained at a reasonable industry standard to monitor, and, at a minimum monitor, the entrances and exits, and any centralized point of sale and areas immediately surrounding the exterior of the business. Any video system installed to meet the requirement of these conditions shall meet the below minimum standards:
  - a. Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are required for infra-red lighting.
  - b. Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
  - c. Cameras shall have sufficient low light capture ability to clearly monitor persons conducting transactions.
  - d. The video system shall utilize a Digital Video Recorder (DVR) and/or cloud based system. VHS and other formats are prohibited.
  - e. The video system shall allow recording, live viewing and playback of recorded video for a period of at least 30 days.
  - f. Recorded images shall bear a date and time stamp that cannot be altered.
  - g. At a minimum, one camera shall be dedicated to capturing head and upper body images of each person entering any door or entrance to the business. Cameras dedicated to this purpose shall be mounted at 7-feet above the floor.
  - h. The camera system shall operate 24-hours a day, 7-days a week.
  - i. At a minimum one camera shall be dedicated to capture activity in the kitchen.
  - j. Cameras shall be located inside as well as outside the premises to monitor general activity.

- k. An on-duty manager shall be trained and capable of accessing camera images upon the request of any representative of the Oxnard Police Department.
28. Failure to maintain the video surveillance system in good working order can be grounds for suspension of this permit. The permittee shall provide video records to the Chief of Police or his/her designee in a timely manner upon request.
29. Any of the following circumstances or violations can cause a change in the conditions of this permit or any other City issued permit as a punitive action to encourage compliance with the conditions of this permit.
- a. Three or more incidents of the business being identified as a Place of Last Drink (POLD) over any four consecutive quarters.
  - b. Failure to provide, when requested, a complete Quarterly Report of Food and Alcohol Sales. The quarterly report shall be provided within 15-days of the request, but not any sooner than 30-days after the end of the requested quarter.
  - c. The Quarterly Report of Food and Alcohol sales shall be completed in a format provided by the Oxnard Police Department.
  - d. Failure to maintain staff trained in Responsible Beverage Service.
  - e. Any three events over a 90-day period tied to the business which illustrate over-service of alcohol, an assault involving an employee or a customer at or adjacent to the business, or other activity that requires a police response initiated by a member of the public. For purposes of this section, a customer is any person who has made a purchase in the business.
30. When security personnel are present or required per Oxnard City Code, Permittee shall maintain accurate records of all security personnel on the premises at any given time and make those available to the police upon demand. These records shall, at a minimum, provide the name, date of birth, copies of security guard credentials or license and any other permits or certifications related to security work. This would include copies of permits for weapons or other tools the guard may be authorized to carry. Security personnel shall remain in compliance with updated training related to their work as set forth by any existing or future state and/or local regulations.
31. Permittee shall provide an email address for a manager of the business who shall work as a liaison with the OPD. This person shall submit contact information Including: Business name, Manager's Name & email address to: [specialprojects@oxnardpd.org](mailto:specialprojects@oxnardpd.org)
32. Anytime dancing is taking place and the occupancy has surpassed 50% of the permitted Fire Department capacity, a counter shall be utilized to track the number of occupants in the facility. Failure to maintain this count anytime capacity is estimated over 75% shall be a violation of this condition.
33. Any documentation or incident that shows over-service of alcohol, sales or service to a minor, or any other alcohol violation under the laws of the State of California or Ordinance or

conditions of an Alcohol Special Use Permit of the City of Oxnard may be grounds for non-reissuance, modification, suspension, revocation or denial of a Dance Permit.

- 34. This dance permit may be modified by the Chief of Police or his or her designee as a result of any violations of the conditions of this permit. In lieu of a suspension or revocation of this dance permit, the permittee and the Chief of Police (or his or her designee) may agree to a reduction of hours that dancing can occur. This reduction of dance hours may be progressive by month or quarter until the business comes into full compliance.
- 35. Dancing is not permitted during any period when any local, State or Federal law, regulation or any other such order prohibits dancing or similar activities where social distancing is required at public or semi-public gatherings at business venues.

**Special Conditions**

- 35. Permittee shall place a portable sign on a stanchion adjacent to the primary entrance 30-minutes prior to any public dance. The sign shall state: "ALL GUESTS MUST BE 18 YEARS OLD TO BE PRESENT DURING DANCING - I.D. REQUIRED".
- 36. All publications, including posters, flyers, ads, and social media posts advertising a public dance shall have easily readable text stating: "THIS DANCE EVENT IS OPEN TO GUESTS 18-YEARS AND OLDER - I.D. IS REQUIRED".

*Oxnard City Ordinance 11-177 prohibits any person under the age of 18 to be present at a public dance where alcohol is served or consumed.*

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Owner and Manager's acknowledgement of these conditions and agreement to follow them.

**Date:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Manager:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

# MEMO



**DATE:** August 12, 2025

**TO:** Alexander Nguyen, City Manager

**FROM:** Katie Casey, Deputy City Manager  
Terrel Harrison, Director, Cultural and Community Services  
Ken Rozell, Chief Assistant City Attorney

**Subject:** City Council Update Regarding Oxnard Performing Arts & Convention Center (PACC) Contract Negotiation with Nonprofit

---

## Overview

This memo responds to the City Council's request at the February 18, 2025 meeting for a six-month update on staff efforts towards negotiating a possible contract with the Oxnard Performing Arts Center Corporation nonprofit (OPAC) for managing event rental operations in the "Meeting Rooms" at the Oxnard Performing Arts and Convention Center (PACC).

## Background

Similar to the City's golf course operations, in 2019, City staff sought to contract services with an experienced event management company to oversee operations at the PACC. The City Council awarded a contract to Sterling Venue Ventures (Sterling) in February 2020, and opted to extend the contract an additional five years in February 2025.

To briefly summarize the current PACC contract, Sterling created a side letter agreement with the OPAC nonprofit that was signed on December 9, 2021. Sterling's agreement allowed the nonprofit to receive 50% of the rental revenue from the "Meeting Rooms" that were booked through the nonprofit, with the City receiving the other 50%. Sterling did not receive revenue from the events booked by the nonprofit. The "Meeting Rooms" are typically booked for conferences, meetings, weddings, quinceañeras, birthdays and other large events.

Following the pandemic, the "Meeting Rooms" rental revenues have steadily increased. Per the City's agreement with Sterling, the City receives 50% of all room rental revenue and 15% gross margin (food & beverage less cost of sales) for both the auditorium and meeting room events.

On March 19, 2024, Sterling terminated its side letter agreement with the nonprofit, citing operational concerns. These included nonprofit-booked events that allowed unauthorized alcohol use and failure to implement adequate security and safety procedures at an unauthorized concert, which resulted in an injury and an insurance claim to Sterling.

Since the termination, the nonprofit has continued to operate within the PACC facility without an agreement. At the same time, for the past 18 months, the OPAC board and nonprofit employees have lobbied for a direct contract with the City.

## Staff Update

We have met with the City Attorney's Office to discuss contract language, the City's Risk Manager to discuss insurance requirements and liability protections, and the Public Works Department to discuss deferred maintenance and how to prioritize needs at the facility.

While the Public Works Facilities Division continues to perform regular maintenance at the PACC, which recently included cleaning out main drain lines in the kitchen, replacing kitchen faucets, performing concrete patchwork and grinding to eliminate trip hazards, and planning the replacement of light fixtures with LED fixtures to improve facility lighting, the building is old and has significant maintenance needs.

For Council's reference, the February 9, 2024 PACC Facility Assessment Report has identified millions of dollars of investments needed at the PACC, ranging from floor repairs, replacements to exhaust and HVAC systems, and fire alarm and electrical system repairs, to name a few. (*Attachment 1: PACC - Bureau Veritas -PACC Facility Assessment, p. 12, 16, 22, and 28*). The total estimated costs of short- and long-term repairs are an estimated \$9.3 million in today's dollars.

Throughout the various meetings, we discussed the following contractual challenges:

1. **Contingency Planning:** Sterling currently holds the Alcoholic Beverage Control (ABC) permit for alcohol service at the PACC facility. We have identified potential risks to PACC operations, such as the possible loss of Sterling's ABC license due to unauthorized or unpermitted alcohol use. As part of contingency planning, we are considering how to address these risks in a new contract with the nonprofit, which operates at the facility under a shared-use arrangement of Sterling's ABC license.
2. **Shared Facility Use:** We've evaluated how to divide the integrated PACC facility to accommodate two operators, both of which may need overlapping access to certain rooms, such as the kitchen. Potential solutions include increasing the amount of City staff oversight of the facility to manage these shared spaces, and including onsite City management requirements in a new contract with the nonprofit.
3. **Liability and Risk Management:** We've examined ways to address public safety and liability concerns resulting from the nonprofit's facility operations (including the most recent issues listed below). However, enforcement remains a significant concern due to the nonprofit's disregard for many of the terms of its original

agreement with Sterling. With the City now potentially stepping into the role of enforcing a contract with the nonprofit, we are exposed to additional risk, including potential public or political backlash, should the nonprofit challenge or resist the City's enforcement efforts.

4. **Oversight and Staffing Needs:** Unlike the agreement with Sterling, where the City contracted with a professional event management company to oversee the facility, a contract with the nonprofit would require significantly more City oversight to:
  - a. Address any issues between the two vendors operating out of the facility
  - b. Perform regular check-ins at the nonprofit events to address concerns related to providing proper event security and monitoring alcohol use
  - c. Regularly reviewing the nonprofit's billing and revenue splits with the City to ensure proper accounting records and payments.
  
5. **Revenue Splits with the City:** The City's original PACC operations model aimed to delegate full oversight and management of the facility to a professional, experienced operator and remove City staff from day-to-day involvement.

As the facility operator, Sterling created a 50/50 revenue split with the nonprofit in response to the City's request that Sterling "work in coordination" with the OPAC nonprofit.

However, the City will seek to modify this revenue allocation. Despite the nonprofit's efforts to present itself as a professional event management entity, its staff continues to make operational decisions that cause safety and liability risks that the City will now assume in a contract.

## Next Steps

While we've identified potential solutions to address these issues, we now must begin negotiating with the nonprofit, which will present a new layer of challenges that may result in a period of lobbying efforts aimed at the City Council.

**The City Attorney's Office recommends that all City Councilmembers refer specific contract negotiation efforts to Terrel Harrison and Katie Casey until the proposed contract is agendaized and brought before the Council for consideration.**

We will coordinate a meeting with OPAC Board President Gary Davis to initiate formal contract negotiations, and will continue to provide the Council with periodic updates on the status of negotiations and a potential timeline of when the item may go before the Council.

## Recent Operational Concerns

Our staff continues to meet regularly with Sterling and the nonprofit to discuss PACC operations. In order to provide a transparent account of ongoing issues at the PACC, we've identified the following concerns arising from both Sterling and the OPAC nonprofit in recent months:

- **Fire Hazard:** May 10, 2025 — An event guest, who also happens to be a City employee, observed the use of a “cold spark” machine during a Quinceañera event managed by the nonprofit that was held by Ruth Martinez on May 10th in the Ventura Room.

“Cold sparks” are a type of fireworks effect and, according to the State Fire Marshal, are considered dangerous. While OPAC Board Chair Gary Davis informed City staff that Sterling’s General Manager provided the opinion that the props are not pyrotechnics, the City’s Fire Department confirmed it’s illegal to use “cold spark” machines in the PACC. We communicated to the nonprofit and Sterling to discontinue use of these props in the facility at a joint meeting and provided the State Fire Marshall’s Bulletin #21-006 to the Non-profit.

- *Attachment 2: Cold Spark Incident Materials [CAL Fire State Fire Marshal Information Bulletin - Pyrotechnic Effect Simulation Equipment](#), [Cold Spark Usage at Event - Photos Inside PACC](#), [Communications with the OFD Deputy Fire Marshall](#), [Communication with Non-Profit](#).*

- **Violation of California Alcoholic Beverage Control (ABC) Regulations:** June 6, 2025 — Sterling’s General Manager filed an incident report regarding guests consuming alcohol at a high school graduation event in the Ventura Room during an event managed by the nonprofit.

Although bar services were not requested, guests brought liquor and stored it in the kitchen. Due to reports of underage drinking and insufficient oversight by nonprofit staff, Sterling confiscated the alcohol and informed attendees that bringing liquor into an ABC-licensed facility is prohibited by law.

- *Attachment 3: SVV Alcohol Use [Incident Report](#)*

- **Room Closure:** June 20, 2025 — After a customer contacted their Councilmember to complain about the poor condition of one of the “Meeting Room” floors at the PACC, City staff had to perform a last-minute floor repair to ensure the event could safely proceed. However, these floor repairs were only a temporary solution.

The City will shut down the Ventura Room by the end of this summer for facility repairs, which will be completed in early 2026. This closure has been communicated to Sterling and the nonprofit. The Ventura room is not to be booked during the estimated repair timeline.

- **Security Company Requirements:** July 2, 2025— Sterling, at a previous joint meeting with City staff and the nonprofit on June 18, agreed to allow the nonprofit to contract their own security for events without alcohol.

This verbal agreement was contingent upon the security company being a reputable contractor with appropriate documentation. However, due to the June 6 incident where outside alcohol was brought into an event managed by the nonprofit, Sterling altered this verbal agreement.

Currently, Sterling is requiring that the nonprofit pay for an attendant from Sterling to oversee any events that do not use Sterling's security contractors. This shifting in security requirements from Sterling caused additional frustration among all parties involved.

###

### Classrooms and Maintenance Shop: Systems Expenditure Forecast

System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	\$37,400	\$130,300	\$59,700	\$227,400
Roofing	-	\$7,600	-	-	-	\$7,600
Interiors	-	\$34,100	\$35,000	\$6,700	\$233,300	\$309,000
Plumbing	\$1,300	-	\$1,700	\$15,700	\$160,900	\$179,600
HVAC	\$4,600	\$19,600	\$2,800	-	\$12,100	\$39,200
Electrical	-	-	\$87,300	\$153,700	-	\$241,000
Equipment & Furnishings	-	-	\$4,500	-	\$4,500	\$9,000
<b>TOTALS (3% inflation)</b>	<b>\$6,000</b>	<b>\$61,300</b>	<b>\$168,600</b>	<b>\$306,400</b>	<b>\$470,400</b>	<b>\$1,012,700</b>

**Oxnard Room: Systems Expenditure Forecast**

<b>System</b>	<b>Immediate</b>	<b>Short Term (1-2 yr)</b>	<b>Near Term (3-5 yr)</b>	<b>Med Term (6-10 yr)</b>	<b>Long Term (11-20 yr)</b>	<b>TOTAL</b>
Facade	-	-	\$5,100	\$224,800	-	\$229,900
Roofing	-	\$258,600	-	-	-	\$258,600
Interiors	-	\$153,800	\$67,900	\$62,600	\$129,100	\$413,400
Plumbing	-	-	-	-	\$88,800	\$88,800
HVAC	\$1,500	\$44,700	\$9,600	-	\$140,700	\$196,500
Fire Protection	-	-	-	-	\$1,000	\$1,000
Electrical	-	-	\$173,200	\$378,100	\$400	\$551,800
Fire Alarm & Electronic Systems	\$51,200	-	-	\$42,000	\$92,600	\$185,800
Equipment & Furnishings	-	-	\$121,900	\$9,100	\$178,800	\$309,700
Site Utilities	-	-	-	-	\$4,100	\$4,100
<b>TOTALS (3% inflation)</b>	<b>\$52,800</b>	<b>\$457,100</b>	<b>\$377,700</b>	<b>\$716,600</b>	<b>\$635,400</b>	<b>\$2,239,600</b>



### Theater: Systems Expenditure Forecast

System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	\$9,700	-	\$57,500	\$230,800	\$472,000	\$770,000
Roofing	-	-	-	\$407,800	-	\$407,800
Interiors	-	-	\$289,900	\$27,800	\$444,900	\$762,500
Plumbing	-	\$2,800	-	\$7,700	\$628,700	\$639,300
HVAC	\$22,000	\$117,800	\$15,600	\$1,800	\$662,700	\$820,000
Fire Protection	-	-	-	-	\$6,700	\$6,700
Electrical	-	-	\$181,600	\$791,400	\$125,300	\$1,098,300
Fire Alarm & Electronic Systems	-	-	-	\$85,400	-	\$85,400
Equipment & Furnishings	-	-	-	\$848,300	-	\$848,300
Site Utilities	-	-	\$3,100	-	-	\$3,100
<b>TOTALS (3% inflation)</b>	<b>\$31,700</b>	<b>\$120,600</b>	<b>\$547,500</b>	<b>\$2,400,900</b>	<b>\$2,340,400</b>	<b>\$5,441,100</b>

**U Center: Systems Expenditure Forecast**

System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	\$124,400	\$1,800	-	\$126,200
Roofing	-	-	\$57,500	-	-	\$57,500
Interiors	\$71,100	-	\$17,600	\$68,500	\$24,500	\$181,600
Plumbing	-	\$1,300	-	\$18,400	\$85,000	\$104,600
HVAC	-	\$8,300	-	-	\$12,900	\$21,200
Electrical	-	-	-	\$109,800	\$34,800	\$144,500
Equipment & Furnishings	-	-	\$6,100	-	\$2,500	\$8,600
<b>TOTALS (3% inflation)</b>	<b>\$71,100</b>	<b>\$9,600</b>	<b>\$205,600</b>	<b>\$198,400</b>	<b>\$159,700</b>	<b>\$644,400</b>





Estrada, Julie &lt;julie.estrada@oxnard.org&gt;

## Question re: sparkler machines in city buildings

6 messages

**Estrada, Julie** <julie.estrada@oxnard.org>  
To: Blair Martin <blair.martin@oxnard.org>

Tue, Jun 17, 2025 at 8:32 AM

Hi Blair,

I had a question on the policy and process for someone who wishes to use a Cold Spark Machine inside a city facility. This question came up in relation to one of our rental halls and I would like to make sure we provide the correct answer/information.

The system that was referenced is the [Cold Spark Machine](#) claiming its non-flammable and safe for indoor use. I do not believe we allow these inside city facilities but wanted to make sure that is correct and if they can be considered what is the process a client would need to follow to get it permitted.

Any information would be greatly appreciated.

Thank you.

--

**Julie A. Estrada**

Cultural Arts Program Manager  
City of Oxnard Cultural & Community Services | Cultural Arts  
Oxnard PAL Boxing Events Manager  
Community Outreach Manager for the Aquatic Center & Colonia Skatepark Projects  
805-385-7997(P)

**Martin, Blair** <blair.martin@oxnard.org>  
To: "Estrada, Julie" <julie.estrada@oxnard.org>

Tue, Jun 17, 2025 at 10:55 AM

Julie,

These are considered pyrotechnic devices and are not allowed to be used, especially indoors. I do understand that they are marketed as being "cold" and won't start a fire but they do require someone with a pyrotechnic license to operate. Even with that I don't think we'd allow them inside.

Respectfully

[Quoted text hidden]

--

**Blair Martin**

**Deputy Fire Marshal | Captain | Fire Investigator**

Fire Prevention Bureau  
Oxnard Fire Department  
360 W Second Street | Oxnard, CA 93036  
Office: 805 385-7722 | Desk: 805 385-7787



FIRE DEPARTMENT

**Martin, Blair** <blair.martin@oxnard.org>  
To: "Estrada, Julie" <julie.estrada@oxnard.org>

Tue, Jun 17, 2025 at 10:56 AM

FYI, see attached.

[Quoted text hidden]

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 **21-006-ib-pyrotechnic-effect-simulation-equipment-final.pdf**  
176K

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**Estrada, Julie** <julie.estrada@oxnard.org>  
To: Terrel Harrison <terrel.harrison@oxnard.org>

Tue, Jun 17, 2025 at 10:57 AM

Please see below for the response from Fire.

Julie Estrada  
Cultural Arts Program Manager  
Cultural & Community Services  
Recreation Division/Cultural Arts  
805-385-7997

[Quoted text hidden]

---

**Estrada, Julie** <julie.estrada@oxnard.org>  
To: Terrel Harrison <terrel.harrison@oxnard.org>

Tue, Jun 17, 2025 at 10:58 AM

Julie Estrada  
Cultural Arts Program Manager  
Cultural & Community Services  
Recreation Division/Cultural Arts  
805-385-7997

----- Forwarded message -----

From: **Martin, Blair** <blair.martin@oxnard.org>  
Date: Tue, Jun 17, 2025 at 10:57 AM  
Subject: Re: Question re: sparkler machines in city buildings  
To: Estrada, Julie <julie.estrada@oxnard.org>

[Quoted text hidden]

---

 **21-006-ib-pyrotechnic-effect-simulation-equipment-final.pdf**  
176K

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**Estrada, Julie** <julie.estrada@oxnard.org>  
To: "Martin, Blair" <blair.martin@oxnard.org>

Tue, Jun 17, 2025 at 10:58 AM

Thank you!

Julie Estrada  
Cultural Arts Program Manager  
Cultural & Community Services  
Recreation Division/Cultural Arts  
805-385-7997

[Quoted text hidden]



## CAL FIRE – Office of the State Fire Marshal Information Bulletin 21-006

Issued: August 13, 2021

### Pyrotechnic Effect Simulation Equipment

The CAL FIRE - Office of the State Fire Marshal (OSFM) is issuing this Information Bulletin to address the use of pyrotechnic devices known as “cold spark technology” or Pyrotechnic Effect Simulation Equipment. Currently, several brands are available on the market. These devices use a composite fuel compound containing the chemical elements Titanium and Zirconium. California Health and Safety Code, Section 12505 identifies any fireworks which contain any of the following: Titanium, except in particle size greater than 100-mesh. or Zirconium as “Dangerous Fireworks”.

The use of any “Dangerous Fireworks” is required to be performed by a pyrotechnic operator licensed by OSFM, as well as follow all “Dangerous Fireworks” permitting, licensing and regulatory requirements. To assist local authorities having jurisdiction (AHJ) with the permitting requirements for proximate audience use of these type of devices, the OSFM is providing the following:

1. The Licensee is required to obtain a local permit from the local authority having jurisdiction.
2. Licensing requirements:
  - A. For film or television production with or without live audience present, an OSFM Pyrotechnic Operator – Special Effects 1st or 2nd Class License.
  - B. For live theater, operatic productions or before a live audience, an OSFM Pyrotechnic Operator – Theatrical or Special Effects 1st Class License.
3. The Licensed Pyrotechnic Operator shall provide a dimensioned plot plan and work with the AHJ to determine the proximity to the audience and fallout radius to ensure fire and public safety.
4. Public liability insurance is required as a condition for a permit to conduct a public display.
5. Applicant for a local permit for use of Pyrotechnic Effect Simulation Equipment shall file a certificate evidencing the possession of a valid OSFM Public Display General, Special or Limited License.
6. Applicant for a local permit for any public display of fireworks shall furnish, at the time of application, proof that he/she carries worker’s compensation insurance for his/her employees.
7. Pre-Display Report pursuant to Title 19, California Code of Regulations (CCR), §993.1 and a Post Display Report pursuant to Title 19, CCR §1005(a) are required.

*Exception: A general public display licensee conducting special effects activities for motion picture, television, and theatrical productions need not comply with any of the above reporting requirements. Unless injury to person(s), violations of code or fire caused by fireworks.*

In addition, the National Fire Protection Association (NFPA) has issued a Tentative Interim Amendment (TIA) in October 2017 that incorporates the use of “cold spark” devices. Please refer to the following link:

[https://www.nfpa.org/assets/files/AboutTheCodes/1126/Proposed TIA 1317 NFPA 1126.pdf](https://www.nfpa.org/assets/files/AboutTheCodes/1126/Proposed_TIA_1317_NFPA_1126.pdf)

For any questions regarding this Information Bulletin, please contact CAL FIRE - Office of the State Fire Marshal, Fireworks Program at [FWX@fire.ca.gov](mailto:FWX@fire.ca.gov)



Attachment # 2



opacvenue and 2 others

Global Genius • It's All Good (Instrumental)



opacvenue ✨ Celebrating the beautiful journey of Brisa and Sarita as they step into womanhood on their quinceañeras! 🎉  
❤️ Cheers to love, laughter, and unforgettable memories!

Catch a glimpse of the epic memories made during Brisa's Quinceañera in our Oxnard Room!

📞 (805)283-7109

✉ Rentals@theopac.org

✨ ¡Celebramos la hermosa trayectoria de Brisa y Sarita al convertirse en mujeres en sus quinceañeras! 🎉❤️ ¡Brindemos por el amor, las risas y los recuerdos inolvidables!

¡Echa un vistazo a los recuerdos épicos creados durante la Quinceañera de Brisa en nuestro Salón Oxnard!

#OPACvenue #OPAC #oxnard #oxnardQuinceañera #misxv  
#misxvaños  
#misxvprimaveras #quinceanera #15años #15 #venue

5d See translation



rociolopez2404 Muy mágico 🥰🥰🥰



Liked by heritagesquareoxnard and 89 others

5 days ago



Add a comment...

282 st



opacvenue and 2 others

Tash • Favorite (Instrumental)

Attachment # 2



opacvenue ✨ Celebrating the beautiful journey of Brisa and Sarita as they step into womanhood on their quinceañeras! 🎉  
❤️ Cheers to love, laughter, and unforgettable memories!

Catch a glimpse of the epic memories made during Sarita's Quinceañera in our Ventura Room!

📞 (805)283-7109

📧 Rentals@theopac.org

✨ ¡Celebramos la hermosa trayectoria de Brisa y Sarita al convertirse en mujeres en sus quinceañeras! 🎉❤️ ¡Brindemos por el amor, las risas y los recuerdos inolvidables!

¡Echa un vistazo a los recuerdos épicos creados durante la Quinceañera de Sarita en nuestro Salón Ventura!

#OPACvenue #OPAC #oxnard #oxnardQuinceañera #misxv #misxvaños #misxvprimaveras #quinceanera #15años #15 #venue

Edited · 1w See translation



lizbethh.x0x 🍷🍷



Liked by brillianceevents and 86 others

July 1



Add a comment...

283



opacvenue and oxnardpacc


Sugartapes • Sun Salutations


Attachment # 2



opacvenue We were delighted to host Sonji's 50th birthday celebration and Brisaimar's quinceañera this past weekend. Thank you for celebrating with us.

Catch a glimpse of the epic memories made during Brisaimar's Quinceañera in our Oxnard Room!

 (805)283-7109

 [Rentals@theopac.org](mailto:Rentals@theopac.org)

Nos encantó celebrar el cincuenta cumpleaños de Sonji y la quinceañera de Brisaimar el fin de semana pasado. Gracias por celebrar con nosotros.

¡Echa un vistazo a los recuerdos épicos creados durante la Quinceañera de Brisaimar en nuestro Salón Oxnard!

#OPACvenue #OPAC #oxnard #oxnardQuinceañera #misxv #misxvaños #misxvprimaveras #quinceanera #15años #15 #venue

3w See translation



Liked by **heritagesquareoxnard** and 22 others

June 18



Add a comment...

284 



Estrada, Julie &lt;julie.estrada@oxnard.org&gt;

## Cold Spark in City Facilities

2 messages

**Estrada, Julie** <julie.estrada@oxnard.org> Thu, Jul 10, 2025 at 3:01 PM  
 To: Gary Davis <4garydavis@gmail.com>  
 Cc: Terrel Harrison <terrel.harrison@oxnard.org>, "luannenast@gmail.com" <luannenast@gmail.com>, Kim Gregory <kimgregory1@gmail.com>, Lance Sterling <lancecsterling@me.com>

Hi Gary,

Terrel mentioned a conversation you all had over email regarding the use of Cold Spark in the facility. I wanted to clarify and provide some information to you on this. Before you all met about this in June, I spoke with the Deputy Fire Marshall who reviewed the previously provided specs on the machine and he confirmed that they are still considered pyrotechnic devices and provided the bulletin on "Pyrotechnic Effect Simulation Equipment" also known as "Cold Spark Technology" from CAL Fire. As such these devices are not allowed in City facilities.

If you have any other questions please let me know.

Thank you.

--

**Julie A. Estrada**

Cultural Arts Program Manager  
 City of Oxnard Cultural & Community Services | Cultural Arts  
 Cultural Arts Commission Liaison  
 Community Outreach Manager for the Aquatic Center & Colonia Skatepark Projects  
 805-385-7997(P)

 **21-006-ib-pyrotechnic-effect-simulation-equipment-final.pdf**  
 176K

**Gary Davis** <4garydavis@gmail.com> Thu, Jul 10, 2025 at 3:07 PM  
 To: "Estrada, Julie" <julie.estrada@oxnard.org>  
 Cc: Carolyn Mullin <carolyn@theopac.org>, Jose Becerra <rentals@oxnardperformingarts.com>, Christian Ramirez <christian@theopac.org>

Hi, Julie. Thank you for this additional information. I just received Terrel's email on this topic, too, and assured him that we understand and will share this information with the OPAC non-profit staff.

Gary

[Quoted text hidden]

## THE CANYON-STERLING VV GROUP

### INCIDENT REPORT

Please print.

**LOCATION:** Venture Room

**DAY/DATE OF INCIDENT:** Friday June 6th, 2025

**DATE FILED:** Friday June 6th, 2025

**FILED BY:** Kim Gregory, Amber, and the Canyon Security Staff

**DESCRIPTION OF INCIDENT:** *(If needed, use additional forms.)*

Under Age drinking at non-profit event, no Non Profit supervision to control this and Event Manager absent.

**AFFECTED PARTY INFORMATION** *(If needed, use additional forms.)*

**PARTY I**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_ SS#: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**PARTY II**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_ SS#: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**PARTY III**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_ SS#: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**PARTY IV**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_ SS#: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_



This form is to be emailed/faxed to:

Kim Gregory: kim@wmmts.com

**THE CANYON-STERLING VV GROUP**

**WITNESS INFORMATION** *(Please have fill out a description of what they witnessed.)*

Witness I: Kim GM at Canyon and OPAC, Circe Perez Bartender, and Paula Canyon Security

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Witness II: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Witness III: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**VIDEO/PICTURES TAKEN**      Yes *(If yes, submit with report.)*      No

Yes we have picture of the bottles, these were remove from the Ventura Kitchen Refrigerator.

**BODILY INJURY**      Yes      No

If INJURY:

Type of Injury: NONE

Treatment:      None      Home      First Aid      Doctor      Hospital

Hospital: \_\_\_\_\_ Doctor: \_\_\_\_\_

Address of Doctor/Hospital: \_\_\_\_\_

Information/Report from Doctor/Hospital *(If forms, please submit)* \_\_\_\_\_

**PROPERTY DAMAGE**      Yes      No

If PROPERTY DAMAGE:

Item(s) damaged: \_\_\_\_\_

Original receipt/Quote obtained *(Please submit)*      Amount: \_\_\_\_\_

**DESCRIPTION OF ACTION TAKEN BY STAFF AT TIME OF INCIDENT** *(Include all employees involved.)*

We remove the bottles from the Ventura room, other guest were asked to bring the guest bottles to there cars.

**SIGNATURES**

Manager: *Kim Gregory*      Date: 6-8-25

Security/Doorman: \_\_\_\_\_      Date: \_\_\_\_\_

**THE CANYON-STERLING VV GROUP**

**GUEST ACCIDENT/ILLNESS REPORT**

**TO BE COMPLETED BY GUEST**  
(Please Print)

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ SS#: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Occupation: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Employer: \_\_\_\_\_ Business Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Location of Accident: (please be specific) \_\_\_\_\_ Time of Accident: \_\_\_\_\_ AM/PM

What, if any, alcoholic beverages have you had to drink? \_\_\_\_\_

Did you examine the premises in the area of your accident? \_\_\_\_\_

If yes, what did you find that could have contributed to the accident? \_\_\_\_\_

Whom do you blame for the accident? \_\_\_\_\_ Why? \_\_\_\_\_

What, if any, injuries did you sustain? \_\_\_\_\_

What, if any, property damage did you sustain? \_\_\_\_\_

Name, Address and Phone No.'s of any witnesses: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Date

**RELEASE OF MEDICAL ASSISTANCE**

I, the undersigned, have been offered emergency medical services and understand that refusal of such care and/or transport to a hospital facility could result in death, or imperil my health by increasing the opportunity for consequences or complications.

I refuse to accept emergency, medical care at this time and assume all risks and consequences resulting from by decision, and release the companies, its affiliates and all personnel directly or indirectly involved in my care from any and all liability resulting from my refusal.

I was given the opportunity to ask the questions I felt were necessary to provide this informed refusal.

The reason for this refusal is as follows: (to be completed by guests) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Date

This form is to be emailed/faxed to: Kim Gregory: kim@wmmmts.com

THE CANYON-STERLING VV GROUP

VOLUNTARY STATEMENT

Page \_\_\_\_\_ of \_\_\_\_\_

OCCURRENCE: Under Age drinking and guest bring bottles into the OPac Ventura Room

DATE OCCURRED: Friday June 6th, 2025 TEAM MEMBER: \_\_\_\_\_ (Yes) \_\_\_\_\_ (No) DEPT: \_\_\_\_\_

TIME OCCURRED: 1030pm LOCATION OF OCCURRENCE: Ventura Room OPAC

I, Kim Gregory, AM 61 YEARS OF AGE,

AND MY ADDRESS IS 800 Hobson Way, Oxnard, CA 93030  
(Include street address, city, state, and zip code)

HOME PHONE: (310) 4290901 - \_\_\_\_\_ BUSINESS PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

On June 6th 2025 at 1030pm our security guard noticed guests parents and several under aged drinkers. They were asked to remove all bottles from the premises. There was no presence of Non-Profit staff unless they were in the office or back room.

I was notified around 1035pm, when I entered the event I saw no Non profit staff. I searched and found Jose. I asked him to find the event host and we had a conversation with her about the illegal active drinking that has been going on with this graduation party. Her first response was that this liquor was gifts to the 18 year old graduates. I informed her that bringing liquor into a licensed ABC building was illegal.

All empty 4 bottles were removed from the Ventura room kitchen. These were kept as evidence.

I HAVE READ THIS STATEMENT CONSISTING OF \_\_\_\_\_ PAGE(S) AND I AFFIRM TO THE TRUTH AND ACCURACY OF THE FACTS CONTAINED HERIN.

THIS STATEMENT WAS COMPLETED AT (LOCATION) 800 Hobson Way, Oxnard, CA 93030

ON THE Friday June 6th, 2025, AT \_\_\_\_\_ (AM/PM)

*Kim Gregory*

Friday June 6th, 2025

SIGNATURE OF PERSON GIVING VOLUNTARY STATEMENT

Circe Bartender  
WITNESS

Paula Security  
WITNESS

# MEMO

October 31, 2024

**TO:** Terrel Harrison, Cultural & Community Services Director  
**FROM:** Julie Estrada, Management Analyst - Cultural Arts  
**Subject:** Review of the Oxnard Performing Arts & Convention Center Agreement

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In 2019, when the City faced a \$9.2 million budget shortfall, staff presented the City Council with the option to close the Oxnard Performing Arts and Convention Center (PACC) to save over \$1 million annually in subsidies towards the facility. The City Council countered by agreeing to a 6-month closure of the PACC in order for staff to determine a way to keep it open.

After a competitive bidding process, the City Council approved a five-year management contract with Sterling Venue Ventures (SVV) in February 2020 to operate the Oxnard Performing Arts & Convention Center (PACC). The contract with SVV expires in March 2025, with an option to extend for five more years.

For the first two years of the contract period the agreement was not fully in effect due to the COVID-19 Pandemic. Despite pandemic closures, SVV has met and exceeded contractual goals for auditorium, meeting room, and concession fees, helping maintain the PACC and fund necessary capital improvements. These include a new roof for the Oxnard and Ventura Rooms (2022) and floor repairs in the Ventura Room (2024).

SVV operates the PACC in coordination with the Oxnard Performing Arts Center Corporation (OPAC), a non-profit. However, several issues have arisen between SVV and OPAC, which are summarized below.

## **Concerns Regarding Sterling Venue Ventures (SVV)**

### 2020 - 2024 Professional Demeanor

- In meetings with SVV, City staff have noticed that SVV employees are very direct in their speech and communications. This may come across to some as brash.

### 2/1/23 Equipment Use Dispute

- OPAC raised concerns about SVV's use of OPAC equipment. SVV committed to using its own equipment first and ensuring any room rentals

are properly arranged. No equipment issues have been reported since the meeting between SVV and OPAC on February 1, 2023.

7/9/24 Cannabis Event

*(Attachment 1 - Email Correspondence between City staff and a cannabis vendor)*

- City staff were made aware of an SVV event with a cannabis client who wished to distribute products. SVV complied with the City's instructions to cancel an event involving a cannabis company once the issue was flagged.

**Concerns Regarding the Oxnard Performing Arts Center Corporation (OPAC) Non-Profit**

12/9/21 Side Letter Agreement

*(Attachment 2 - Copy of the agreement dated 12/9/21 that identified areas for clarification and resolution signed by SVV owner Lance Sterling and OPAC Board President Gary Blum)*

- As noted below, the agreement is between SVV and the OPAC. However, city intervention was requested at this time to develop an agreement that would satisfy the City's contract with SVV. The meetings continued due to issues that arose over recent years.
- SVV operates the PACC in coordination with OPAC to use the Oxnard Performing Arts Center Community (PACC) rooms under a side letter agreement signed by SVV owner Lance Sterling and OPAC Board President Gary Blum.
- The agreement required OPAC to report maintenance issues to SVV and seek approval for concerts exceeding 300 attendees to ensure compliance with licenses, fees, and liability insurance.
- However, OPAC has repeatedly violated the agreement, including hosting unauthorized events that served alcohol and failing to pay for room rentals from 2020-2023, the details of which are included below and supported by the accompanying attachments.

10/21/22 Unauthorized Lock Changes & Alarm Installation

*(Attachment 3 - Letter from City Attorney's Office to executive director Carolyn Mullin requesting copies of keys, access codes and to abide by the national flag protocol)*

- OPAC changed locks and installed alarms in the PACC without informing City staff (property owner) or SVV, prompting the City Attorney to issue a letter to OPAC executive director Carolyn Mullin in order to retrieve the venue's keys and security codes.

11/5/22      Unauthorized Alcohol Use at Events

- Staff for SVV were present at the OPAC Dia de los Muertos event and witnessed an OPAC vendor serving alcohol in the Courtyard of the PACC without a permit, risking SVV's liquor license. The SVV staff put a stop to this and SVV brought this to a discussion at the next routine meeting with SVV, OPAC, City Staff in January 2023.

3/31/23      Unauthorized Concerts & Alcohol Consumption by Minors

*(Attachment 4 - Screenshot of text message from SVV employee Richard Bellhoff sharing photos of beer cans and trash left in the PACC courtyard)*

- Two unauthorized concerts were held by OPAC, resulting in a security incident, injury, and an insurance claim. Alcohol was served without proper permits. Attachment 4 contains photos from that event.
- This item was addressed at the routine meeting with SVV, OPAC, and City staff on May 10, 2023. While the OPAC stated they did not know about any injuries the solution was to not allow any rock concerts in the meeting rooms.
- There is a dispute from OPAC that no injuries occurred at the OPAC event March 31, 2023, and it could possibly be the concert on April 7, 2023. However, SVV states the insurance claim made against them was for an incident on March 31, 2023.

4/6/23      Unauthorized Use of a City-operated Room

*(Attachment 5 - Email sent by Director Terrel Harrison to Carolyn Mullin and Gary Blum regarding unauthorized use of City property)*

- The City operates the PACC Youth Center, which is only to be used by city staff. The Youth Center room experienced flood damage in December 2020 and was closed for repairs. No one was to enter the room due to the asbestos in the damaged floors. City staff later determined that the OPAC staff was entering and using the space without the city's authorization.

- Attached are social media posts that OPAC made to its Facebook account on March 28, 2023, showing that OPAC made a large, multi-panel art exhibit.
- On April 6, 2023, City staff entered the Youth Center and discovered that the room - which was damaged and closed for repairs - was actively being used *without permission* for painting and storing a large, multi-panel art exhibit (which city staff later identified was featured on the OPAC Facebook page).
- Attachment 5 contains an email sent by Director Terrel Harrison to Carolyn Mullin and Gary Blum regarding OPAC staff entering City property without authorization and a summary reminder of the areas that are only used by City employees and not PACC lessees.

4/18/23      Deceptive Communications

*(Attachment 6 - Includes three pages of communications between OPAC executive director Carolyn Mullin and City staff trying to clarify details between OPAC coordinating clean ups in unauthorized areas)*

- OPAC Executive Director Carolyn Mullin was found to have misled City staff regarding unauthorized cleanup operations at the PACC.
- Attachment 6 is a summary report of the incident in April 2023, where Carolyn Mullin from OPAC contacted resident Marvin Boos for a cleanup at the PACC. The City's contract and the side letter agreement with SVV confirms that all maintenance issues are to be authorized by SVV. This issue escalated when Mr. Boos contacted Mayor Zaragoza to complain about being denied access to the PACC for a cleanup.
- OPAC initially denied contacting Mr. Boos to conduct this clean up. However, when staff called OPAC for a second time, Ms. Mullin admitted to leaving a message to Mr. Boos but not speaking with the resident.

5/11/23      Failure to Pay Rental Fees

*(Attachment 7 - Includes two pages of communications between OPAC executive director Carolyn Mullin, SVV general manager Richard Belloff and City staff trying to clarify details between OPAC rental events that did not collect fees)*

- In addressing the reported issues listed above relating to operating events without proper permits and security, SVV recognized that OPAC never

submitted rental fees for what OPAC considered “OPAC Events” and not rentals. Attachment 7 is an email from Carolyn Mullin acknowledging such an event.

- SVV began to further examine OPAC’s rental reports and started documenting events that SVV was aware of that had occurred, yet they were not included in OPAC’s fee payments that SVV must pay to the City.

11/17/23     Failure to Pay Rental Fees

*(Attachments 8 and 9 - A letter from the City Attorney’s Office to SVV demanding payment for unpaid rental fees and a Letter from SVV’s Attorney to OPAC stating noncompliance with OPAC’s accounting for events and failure to comply with financial obligations. Attachment 10 - Documentation of the payment and deposit into the City’s account of the unpaid rental fees that SVV recovered in March 2024)*

- OPAC is required to pay 50% of the fees from the use of the PACC Rooms to SVV, who remits payment to the City per its contract. These rates are non-negotiable.
- However, SVV discovered that OPAC failed to pay rental fees for several years, breaching the contract. In November 2023, the City Attorney demanded payment from SVV for the unpaid rent.
- SVV's attorney then notified OPAC of their breach and set a deadline of December 11, 2023, for the submission of the necessary documents to resolve the issue. The City received the payment of \$34,267.50 in back fees from OPAC (paid through SVV) in February 2024.

2/28/24     Security

- At a routine meeting with city staff, SVV, and OPAC there was a discussion surrounding event consistency and safety such as the injury at the concert on 3/31/23. A verbal agreement was made by SVV and OPAC that all events were to use SVV’s security services.

3/19/24     Termination of Original Side Letter Agreement

*(Attachment 11 - A copy of the revised Side Letter agreement that SVV presented to OPAC to address the issues previously documented in this memo.)*

- SVV terminated the original side letter due to the issues noted above and presented OPAC with a revised agreement.

- OPAC had concerns regarding the items listed in the new agreement. SVV agreed to make adjustments to address concerns and provide clarity.

3/27/24 Failure to Sign Revised Side Letter Agreement

*(Attachment 12- A copy of the redlined edits to the revised Side Letter agreement following a meeting between City Staff, SVV and OPAC, which all parties verbally agreed to.)*

- City staff organized a routine meeting with SVV and OPAC to review the side letter agreement and facilitate an understanding between the parties. During the meeting, both sides agreed verbally to the proposed changes to the revised agreement. City staff believed that a final agreement had been reached, with signatures to follow.
- However, as of October 31, 2024, the OPAC has not signed the agreement with SVV.

3/27/24 Unauthorized Mailbox Installation

*(Attachment 12- The revised side letter agreement includes in the redlined edits an agreement that OPAC will provide a key to SVV to the authorized mailbox that OPAC staff installed at the PACC)*

- A key issue in the second draft of the revised side letter agreement was OPAC's unauthorized installation of a locked mailbox (Item 9 in the agreement).
- This was discussed in a meeting on March 17, 2024, where the agreed solution was that both parties would have a key to the mailbox, and any misdelivered mail would be immediately handed to the correct party.

08/20/24 Business Competition

*(Attachment 13 - Four pages of email correspondence between SVV General Manager Richard Belloff and his client at the Oxnard School District (OSD). In this email thread, OSD rescinds their room rental request through SVV and states they will rent through OPAC after discussing a room rental agreement with OPAC employee Jose Becerra.)*

- OPAC was accused of taking clients from SVV, as noted in Attachment 13. An SVV client canceled their reservation with SVV to book the same room through OPAC instead, raising concerns about unfair competition between the two organizations.

10/11/24 Failure to Report Accurate Rentals

*(Attachment 14 - Email from SVV General Manager Richard Bellhoff to Director Terrel Harrison regarding another discovery of OPAC reporting inaccurate rental fees.)*

- On Oct. 11, 2024, City staff was informed of inaccurate rental reporting for the community rooms as SVV prepared to submit payments for September. The discrepancy was uncovered when a customer, who had hired SVV for bartending services, requested an additional hour, bringing the total rental to three hours.
- However, OPAC reported only two hours for payment. SVV notified City staff of their intention to collect the missing funds and would inform the City once the payment is received.

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## Oxnard city support for cannabis event at The Canyon at OPAC

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Harrison, Terrel <terrel.harrison@oxnard.org>  
To: "Estrada, Julie" <julie.estrada@oxnard.org>

Tue, Oct 15, 2024 at 4:24 PM

Terrel Harrison  
Cultural and Community Services Director  
City of Oxnard  
805-385-7995 (P)

----- Forwarded message -----

From: **Gabe Teran** <gabe.teran@oxnard.org>  
Date: Tue, Jul 9, 2024 at 3:22 PM  
Subject: Re: Oxnard city support for cannabis event at The Canyon at OPAC  
To: Sean Harding <hardingseansf@gmail.com>  
CC: <Carolyn@theopac.org>, Terrel Harrison <terrel.harrison@oxnard.org>

Hi Sean,

Thanks for reaching out. The City Council actually does not typically have events at the OPAC come before them for approval. The property is owned by the City, but the entertainment operations are contracted to Sterling Venue Ventures who usually hosts shows in the large theater, and the OPAC Non-Profit runs the rental side of the facility. My guess would be that those entities have likely entered into an agreement with the host/vendors of the Taco Tuesday event. Just want to give credit where it is properly due, for those who are happy with any of the center's community offerings.

I have CCd the Executive Director for the OPAC non-profit, Carolyn Mullin, as she may be able to provide any additional info on this. I have also CCd our director of Cultural and Community Services, should you have any additional questions about the City's side of the OPAC, or any cultural arts-related efforts.

Thanks again,

**Gabe Teran (he/him/él)**  
City Councilmember, District 2  
City of Oxnard

On Tue, Jul 9, 2024 at 3:06 PM Sean Harding <hardingseansf@gmail.com> wrote:

Good afternoon, Oxnard folks. I want to commend you for your forward thinking when it comes to embracing events for everyone in the community. I'm hoping this email lands in the right places, so please forgive me if it doesn't.

I'm looking forward to tonight's event at The Canyon at OPAC for Taco Tuesday, music, and a host of cannabis vendors. Having grown up in the Bay Area, I've always been surrounded by a strong cannabis community. Now that I reside in Oxnard, I'm happy to see this city embracing this kind of gathering as safe spaces for us to enjoy.

I've attempted to connect with The Canyon at OPAC but didn't get a response. My neighbor mentioned the facility is owned by the city and to look for email contacts on your website. I had no luck locating any information dedicated to The Canyon at OPAC, but I did find an arts page that included something about Recreation Services. I figured this was the right place given tonight's event is a celebration of recreational cannabis. I'm also including all the council members because I'm not sure which one represents my district. Please forgive my ignorance on this matter.

I'm hoping to run into some of you tonight at The Canyon at OPAC. I would love to introduce myself and my sister, Sasha. We're getting more active in the arts scene in Oxnard. I've attached screenshots of the social media posts I found on Instagram.

We're also interested in organizing fundraisers at the performing arts center to benefit the many talented and skilled artists living and working in this city. Please let us know who we can talk to about planning cannabis related events and any special permits required to make it happen.

Once again, thank you for all you do and for proving Oxnard is a progressive place with a strong creative edge.

All the best.

Sean Harding  
Oxnard Resident

# Taco Tuesdays

Instagram @TacoTuesdays805

Samples provided by



Hosted by Mr Cat Daddy

1st 99 FREE

Eventbrite.com

1st 25 free Gift Bag

Local Taco vendors

Smoke Lounge

800 Hobson Way

Oxnard Performing Arts Center

Free tickets available @ Eventbrite.com TacoTuesdays805



7/9



6:30pm-10pm



21+ with Valid ID



Designer Sean Arles





iascone.llc

🎵 Sugartapes · Dance All Night



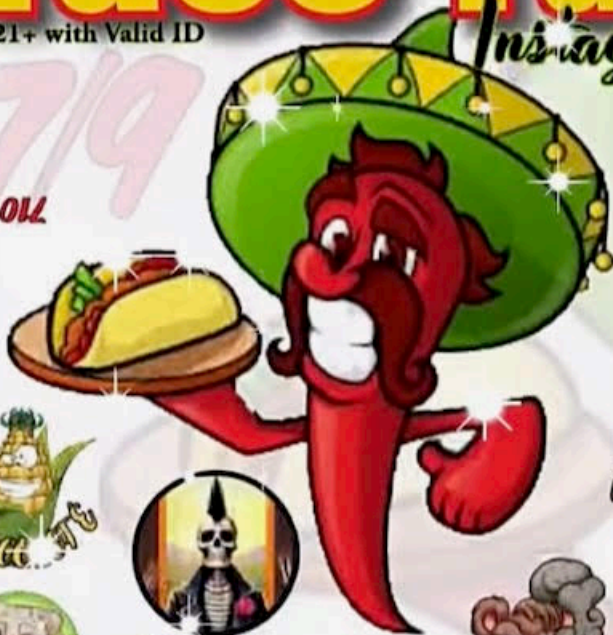
# Taco Tuesday's

# Taco Tuesdays

21+ with Valid ID

Instagram @TacoTuesdays805

7/9  
012



Hosted by  
Mr. 🍌 Daddy



## 800 Hobson Way Oxnard Performing Arts Center

# Tuesday July 9th

Free tickets available @Eventbrite.com TacoTuesdays805



📍 The Canyon at OPAC

iascone.llc 2d · 🌮 🎵 🌱 🍄 Taco Tuesdays 🍄 🌱 🎵  
🌮 Celebrate with us at the Oxnard Canyon Club!

Join the fun July 9th at 800 Hobson Way, Oxnard, for a night filled with delicious tacos, great music, canna vendors and amazing company. Don't miss out on the best midweek treat in town!

📍 Where: 800 Hobson Way, Oxnard  
📅 When: Tuesday July 9th  
🕒 Time: 6:30 PM - 10 PM

Gather your friends and family for an unforgettable Taco Tuesday experience! 🌮 ❤️ 21+ with Valid ID

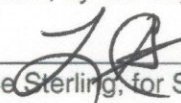
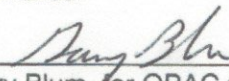
#taco #tuesday #tacotuesday #corn #fresh #food  
#music #fun #friends #805 #ventura #oxnard  
#californita #canna #hash #rosin #cbd #life #local  
#farmersmarket #farm #marketing #night #style  
#living #fyp #fypシ #fy #fypage

**This Side Letter is in reference to the AGREEMENT FOR OPERATIONS OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER ROOMS** made and entered into on February 18, 2020, by and between STERLING VENUE VENTURES, LLC., and THE CITY OF OXNARD. The *Side Letter* is agreed upon by Mr. Lance Sterling of Sterling Venue Ventures and Mr. Gary Blum, Chairperson of the OPAC Corporation Board of Directors. This *Side Letter* was updated as per the discussions of December 8, 2021.

	<b>Area for Clarification</b>	<b>Resolution</b>
1	<i>SVV agrees to allow OPAC to continue to base its offices out of the facility.</i>	The location of the OPAC offices will remain on their side of the facility.
2	<i>For all events booked by OPAC in the Ventura, Oxnard, and other meeting rooms, OPAC will retain 100% of the proceeds, less expenses and rent paid to the City of Oxnard.</i>	For all user requests for the auditorium, all requests will be referred directly to SVV for booking without any intervention by OPAC staff. Likewise, all requests for use of the convention/meeting rooms will be referred to the OPAC Executive Director for booking.  OPAC will retain 100% of the proceeds from the convention/meeting room rental, less expenses and rent paid to the City.  Rent will be turned into SVV management by the first of the month. Check may be written to SVV with appropriate back-up with booking for the next month.
3	<i>OPAC will maintain the Ventura and Oxnard meeting rooms and their adjoining courtyards in a clean and appropriate manner and will be responsible for cleaning the rooms after each OPAC scheduled event.</i>	Agreed -- Any and all repairs are to be completed in accordance with building and safety codes. OPAC staff is to inform SVV of such repairs.
4	<i>This agreement is contingent upon SVV's agreement with the City of Oxnard. Any requests must be in compliance with the master lease.</i>	Agreed.
5	<i>SVV will control the calendar for the venue. All events OPAC wishes to confirm must be approved in advance by SVV.</i>	If concurrent bookings of the auditorium and the convention/meeting rooms occur, OPAC and SVV will collaborate to resolve any foreseen usage conflicts.  SVV will control the calendar for the use of the auditorium. OPAC will control the calendar for the use of the convention/meeting rooms. Procedures are in place for the sharing of calendars.  Concerts with over 300 persons must be approved by SVV to ensure that all licenses, fees, and insurance issues are in place.
6	<i>OPAC cannot enter into any binding agreements with any 3<sup>rd</sup> parties.</i>	Agreed.
7	<i>OPAC shall provide SVV with copies of all rental agreements and insurance endorsements.</i>	Agreed. OPAC will indemnify the City of Oxnard and SVV, as appropriate.
8	<i>SVV will carry the liquor license for the entire</i>	Any room renter who requests bar service will

	<p>location and shall have the right to inspect all areas of the center. OPAC agrees that at no time will outside vendors, renters, etc., be permitted to sell or distribute alcohol on the property.</p>	<p>be referred to SVV, and the SVV staff will handle all contractual arrangements.</p> <p>Prices may be modified with three weeks' notice by SVV. Prices are only guaranteed if the client has entered into a contract with the deposit. SVV has provided OPAC an updated bar service form request and pricing form to be provided to potential room renters upon their request for such services.</p>
9	<p>OPAC employees, board members, etc., must only represent themselves as being the designated management of the non-profit.</p>	<p>The OPAC Board will follow up to ensure that all OPAC staff indicate to the public and potential facility users that the OPAC is responsible only for the two ballrooms and meeting rooms and not the auditorium, and that SVV is the sole responsible party to be contacted for auditorium usage.</p> <p>The staff of SVV and OPAC will represent to the public and potential users that both parties are responsible operators advancing facility use in the spirit of the City's expectations for this venue.</p>
10	<p>OPAC will refrain from contacting the City directly with repair/maintenance requests. Any and all repairs, maintenance, remodeling or degradation of the property proposed or desired by OPAC must first receive authorization from SVV. SVV will be solely responsible for interacting with the City on these matters.</p>	<p>OPAC will ensure that all OPAC staff refer all needs and problems regarding repair and maintenance needs to the management of SVV and not to any City staff. As stated in the Agreement, SVV will be solely responsible for interacting with the City on these matters. Any requests or inquiries from outside agencies, such as for Fire Department inspections, will be directed to SVV.</p> <p>OPAC names Gary Blum, OPAC Board chairperson, and Jose Becerra, OPAC rental coordinator and operations director, as the contact persons to SVV management regarding any problems or concerns.</p>
11	<p>SVV shall maintain responsibility for the main marquee at the Center. SVV shall ensure that OPAC has sufficient signage in display cases located throughout the property (exclusive of the Auditorium), as well as appropriate access to marquee usage.</p>	<p>OPAC is anxious to see the marquee repaired and fully functional as soon as possible for the mutual benefit of SVV and OPAC.</p>
12	<p>Because the OPAC has received community complaints regarding the deterioration of the grass areas and "curb appeal" of the complex, the OPAC wishes to clarify who is responsible for the ongoing irrigation and upkeep of the lawns and garden areas.</p>	<p>The common areas north of the gate are the responsibility of OPAC. The general appearance of the common areas and "curb appeal" of the facility are in need of attention. SVV will continue to work with the City to provide operational irrigation and appropriate gardening services to the outside common areas. SVV will follow up with the City to address these needs.</p>

The signatories below agree that this Side Letter is to be added as an addendum to the Agreement for Operations of the Oxnard Performing Arts and Convention Center Rooms, entered into on February 18, 2020, by the City of Oxnard and Sterling Venue Ventures.


 Lance Sterling, for Sterling Venue Ventures date \_\_\_\_\_
 
 Gary Blum, for OPAC Corporation Board date 12/19/21

Stephen M. Fischer  
City Attorney



**Office of the City Attorney**

305 West Third Street, Suite 100E  
Oxnard, CA 93030  
(805) 385-7483  
Fax (805) 385-7423

October 21, 2022

**VIA FIRST CLASS AND ELECTRONIC MAIL**

Oxnard Performing Arts Center Corporation  
800 Hobson Way  
Oxnard, CA 93030  
ATTN: Carolyn Mullin

Via electronic mail to: [Director@oxnardperformingarts.com](mailto:Director@oxnardperformingarts.com)

Re: Oxnard Performing Arts Center

Ms. Mullin:

City staff has informed the Office of the City Attorney that in recent weeks you have changed the locks and installed security alarms in the rooms located at the Oxnard Performing Arts Center ("OPAC"), and placed the United States flag at half-staff without authorization.

I am writing this letter to direct that you:

- (1) immediately provide copies of current keys to the locks you have changed, and the alarm codes to the City's Cultural and Community Services Director, Terrel Harrison and to Sterling Venue Ventures owner, Lance Sterling;
- (2) change the locks back to their original configurations by November 1, 2022; and
- (3) refrain from placing any flags located in or around the OPAC at half-staff in the future without authorization.

The City and Sterling Venue Ventures maintain an agreement for the operation of the rooms at the OPAC. That agreement clearly authorizes Sterling Venue Ventures, and no other individual or entity, to provide alarm monitoring services and to secure the rooms. For avoidance of any doubt, aside

from the use of the rooms for City events, Sterling Venue Ventures has exclusive control over the rooms.

Should you fail to provide copies of the keys and the alarm codes immediately, or to change the locks back to their original configurations by November 1, 2022, the City will pursue any and all legal remedies available to ensure your compliance.

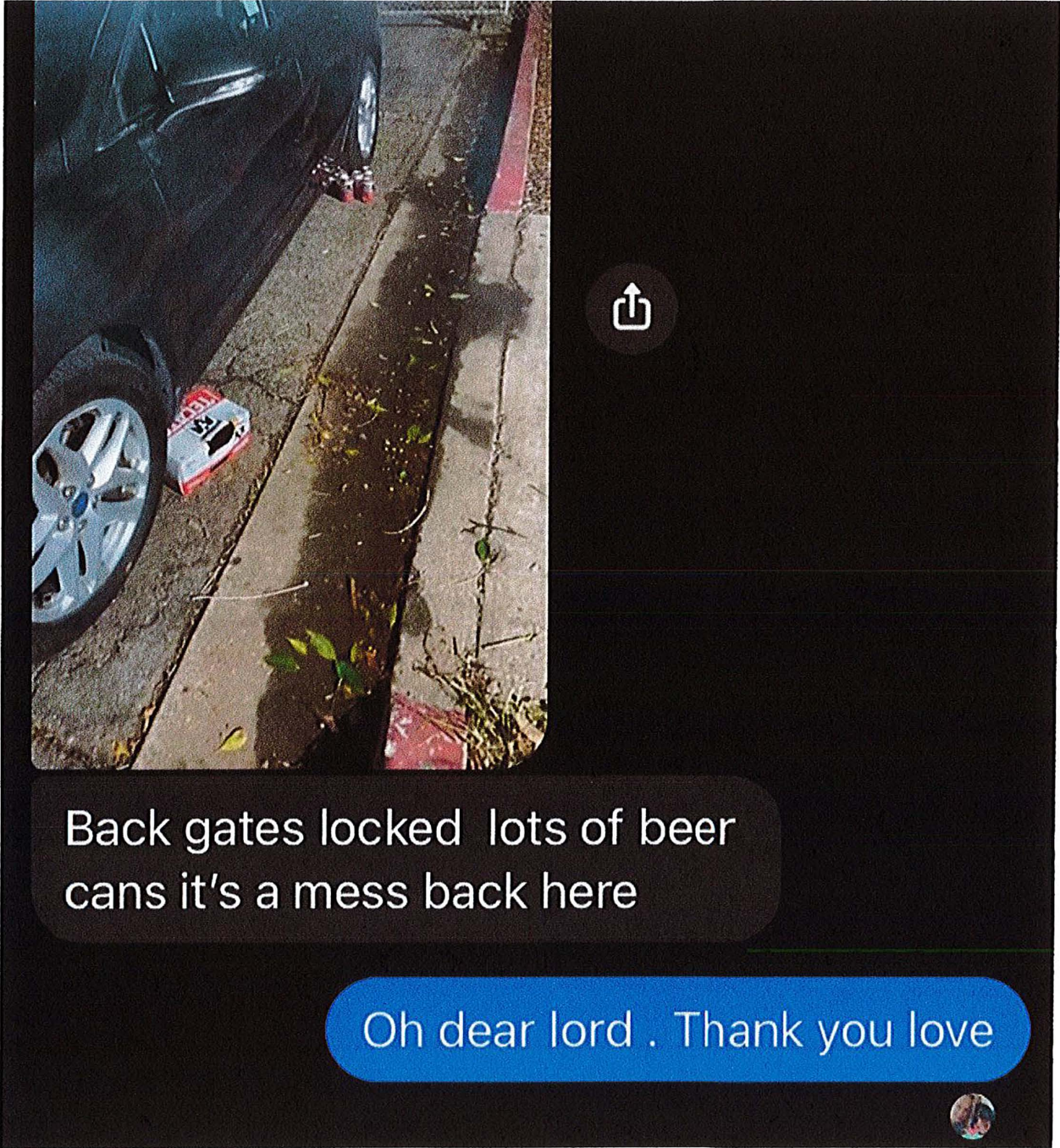
Further, while we understand why you placed the flag at half-staff in honor of Supervisor Ramirez, the City must comply with national flag protocol. As was previously communicated to you, only the President of the United States or the Governor of California can order that flags at city-owned facilities be flown at half-staff.

Should you have any questions, please email me at [Jason.Zaragoza@Oxnard.org](mailto:Jason.Zaragoza@Oxnard.org).

Thank You,

Jason Zaragoza  
Deputy City Attorney II

Screenshot of a text message containing an image of the rear parking lot for the Performing Arts Center. Richard Belloff of Sterling Venue Ventures received the message from an associate and sent a screenshot to Terrel Harrison.



**PACC Youth Center**

**Harrison, Terrel** <terrel.harrison@oxnard.org>

Thu, Apr 6, 2023 at 1:06 PM

To: Carolyn Mullin <director@oxnardperformingarts.com>, Gary Blum <garyaths@aol.com>

Cc: "Lance Sterling (primary)" <lance@wmmts.com>, Richard Belloff <richard@wmmts.com>, Luanne Nast <luannenast@gmail.com>, Julie Estrada <julie.estrada@oxnard.org>

Today one of our Coordinators went to the Youth Center located at the Performing Arts & Convention Center and made a troubling discovery. Inside the room that is not to be utilized for programming at this time was a table filled with art supplies and a multi-panel mural standing in the room. It also appears that someone is actively working in the area as lights were left on and fresh paint was out. After some discussion, it was discovered that this mural was facilitated by the Oxnard Performing Arts Center Corporation.

As a reminder this room, its courtyard, and its parking lot is not included in any of the operators agreements with Sterling Venue Ventures and therefore can not be included in any of its sub agreements as this space is for the sole use of the City of Oxnard programs. You have 24 hours to remove the items, moving forward, no one is to enter this room for any reason without city personnel approval and escort. This room is closed for a specific cause and is not to be entered or disturbed without proper clearance. Failure to abide will be considered trespassing on city property and a formal notice will be issued.

**Terrel Harrison** - Cultural & Community Services Director

**Cultural & Community Services Department**

305 West Third Street . 1st Floor - West Wing

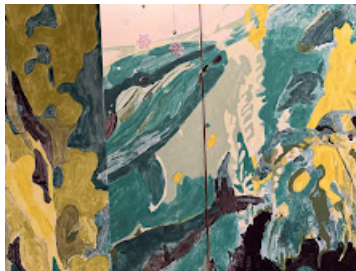
Oxnard, California 93030

O: 805.385.7994

www.oxnard.org



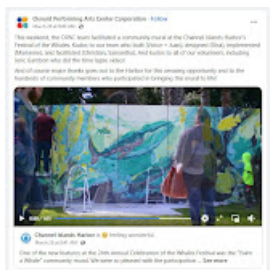
**3 attachments**



**IMG\_1896.jpeg**  
3598K



**IMG\_1897.jpeg**  
3561K



**screen capture.JPG**  
118K

Over the last few weeks there have been some incidents that need to be discussed surrounding the use of facilities at the Oxnard Performing Arts and Convention Center. The first incident was sent to both Carolyn and Gary on April 6th. The message sent was:

*Today one of our Coordinators went to the Youth Center located at the Performing Arts & Convention Center and made a troubling discovery. Inside the room that is not to be utilized for programming at this time was a table filled with art supplies and a multi-panel mural standing in the room. It also appears that someone is actively working in the area as lights were left on and fresh paint was out. After some discussion, it was discovered that this mural was facilitated by the Oxnard Performing Arts Center Corporation.*

*As a reminder this room, its courtyard, and its parking lot is not included in any of the operators agreements with Sterling Venue Ventures and therefore can not be utilized by any of its lessees as this space is for the sole use of the City of Oxnard programs. You have 24 hours to remove the items, moving forward, no one is to enter this room for any reason without city personnel approval and escort. This room is closed for a specific cause and is not to be entered or disturbed without proper clearance. Failure to abide will be considered trespassing on city property and a formal notice will be issued.*



The second incident occurred last week when I received a call from the Mayor with concerns regarding the Performing Arts Center Facility. The first point of concern is that the mayor was made aware of a Fire at the PACC facility, but my office was not made aware of a fire at the location. If there is such an incident that needs to be reported immediately through Sterling Venue Ventures. Martin Boos contacted the Mayor's office saying that he was turned away after being contacted by staff to do a clean up in a courtyard and some paint on the side of the building for an upcoming event. After receiving this message we contacted Carolyn, she said

that she didn't know what he was talking about, there wasn't a fire, and she hasn't spoken to Mr. Boos. She did mention that she follows him on social media and knows what he does but she wasn't aware of what we were talking about.

After confirming with the Mayor's office again, I called Mr. Boos to inform him that I spoke with Carolyn and she was not aware of what he was talking about. Mr. Boos reiterated that he received a request from Carolyn to do a clean-up. I then called Carolyn back and told her Mr. Boos was adamant that he received a request from her. She then said she left him a message but never actually spoke to Mr. Boos. When I asked why she didn't say that the first time I did not receive a response.

It is important that the City of Oxnard holds faith in those who are in operation of their facilities and the trust in the delivery of complete and true information is key in keeping that faith. Over the last month this now makes twice where we have had to send notices to the Oxnard Performing Arts Center Corporation in regards to conduct. I am not sure what courtyard was in need of a clean-up and paint as our operations contract has all basic upkeep of the areas within the indicated fenced area is to be maintained by the contractor, Sterling Venue Ventures, and through the side letter for the convention/meeting rooms the Non-profit is to maintain and SVV should be notified for any repairs.

Estrada, Julie <julie.estrada@oxnard.org>  
Type text here**Re: fire on exterior of PACC campus**

1 message

**Harrison, Terrel** <terrel.harrison@oxnard.org>

Wed, Nov 30, 2022 at 12:30 PM

To: Carolyn Mullin &lt;director@oxnardperformingarts.com&gt;

Cc: Brian Allen &lt;brian.allen@oxnard.org&gt;, "Estrada, Julie" &lt;julie.estrada@oxnard.org&gt;, Gary Blum &lt;garyaths@aol.com&gt;, Lance Sterling &lt;lance@wmmts.com&gt;, Richard Belloff &lt;richard@wmmts.com&gt;

Richard,

Please talk to Brian Allen from the City to have him take a look at this...

Thank you..

On Wed, Nov 30, 2022 at 12:23 PM Carolyn Mullin &lt;director@oxnardperformingarts.com&gt; wrote:

Hi, Richard and Lance,

I wanted to bring to your attention a fire that happened on the park-side of the complex; it singed the building, just on the other side of the Fillmore Room. Picture is attached. It looks like the plant material just needs to be moved and the wall pressure-washed and painted. There was no damage to the interior of the classroom. The neighborhood council was also asking for an update on the 9th Street Lot chain/lock.

I don't believe we have a meeting set up with the City-SVV-OPAC for December, so if you don't mind asking how they'd like to proceed, that would be great. Maybe this could be tackled during our next volunteer day, but that probably won't be until January at the earliest.

-Carolyn



--  
Terrel Harrison  
Cultural and Community Services Director  
City of Oxnard  
805-385-7995 (P)

---

**Fwd: March 31st.**

1 message

---

Harrison, Terrel <terrel.harrison@oxnard.org>  
To: "Estrada, Julie" <julie.estrada@oxnard.org>

Thu, May 11, 2023 at 1:13 PM

FYI

----- Forwarded message -----

From: **Richard Belloff** <richard@wmmts.com>  
Date: Thu, May 11, 2023 at 12:46 PM  
Subject: Fwd: March 31st.  
To: Terrel Harrison <terrel.harrison@oxnard.org>

Hi,  
Please call me to discuss this.

Richard Belloff  
General Manager Oxnard Performing Arts Center  
818-519-3776

Begin forwarded message:

**From:** Carolyn Mullin <carolyn@theopac.org>  
**Date:** May 11, 2023 at 11:23:21 AM PDT  
**To:** Richard Belloff <richard@wmmts.com>  
**Cc:** Luanne Nast <luanne@wmmts.com>, Lance Sterling <lance@wmmts.com>, Gary Blum <garyaths@aol.com>, Gary Davis <4garydavis@gmail.com>, Jose Becerra <jose@theopac.org>  
**Subject: Re: March 31st.**

Hi, all -

Apologies as I didn't have my calendar in front of me yesterday. The March 31st event was presented by OPAC, so not a rental and thus not included in the list of rental payments we gave you. Attached is the additional certificate of insurance we pulled for this event. We also had an EMT on-site for the duration of the event and no slip-and-fall (or any big incident), to my knowledge, had been reported.

The 2 other concerts - both rentals - that happened around this time were on Friday, April 7 and another on April 8, both by different promoters/rental clients. If you need additional information on these, please let me or Jose know.

Thank you,

Carolyn



**Carolyn Merino Mullin**  
Executive Director

☎ 805-651-3207 ✉ carolyn@theopac.org 🌐 TheOPAC.org

📍 800 Hobson Way Oxnard, CA 93030



Our mission: To foster and serve our community through inclusive programming, cultural and artistic exchange, and developing people-centered spaces.



On Thu, May 11, 2023 at 10:57 AM Richard Belloff <[richard@wmmts.com](mailto:richard@wmmts.com)> wrote:

Good Morning Carolyn,

The date in question we discussed during the meeting yesterday is March 31st. Please send me a copy of the invoice to the promoter and all insurance forms plus their contact information.

Thank you,

Richard Belloff  
General Manager Oxnard Performing Arts Center  
818-519-3776

--  
Terrel Harrison  
Cultural and Community Services Director  
City of Oxnard  
805-385-7995 (P)

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 **Certificate (1).pdf**  
112K

Stephen M. Fischer  
City Attorney



**Office of the City Attorney**

305 West Third Street, Suite 100E  
Oxnard, CA 93030  
(805) 385-7483  
Fax (805) 385-7423

November 17, 2023

**VIA FIRST CLASS AND ELECTRONIC MAIL**

Sterling Venue Ventures, LLC.  
28912 Roadside Dr.  
Agoura Hills, CA 91301  
Attn: Lance Sterling

Via electronic mail to: [Lance@wmmts.com](mailto:Lance@wmmts.com)

Re: Demand for unpaid rental fees

Mr. Sterling:

I am writing on behalf of the Office of the City Attorney to address a matter of significant concern regarding Agreement No. 8210 ("Agreement") between the City of Oxnard ("City") and Sterling Venue Ventures ("SVV") for the operation of the Oxnard Performing Arts and Convention Center Rooms ("PACC Rooms"). SVV in turn allows the Oxnard Performing Arts Center Corporation ("PACC") operate the PACC Rooms.

As stipulated in Section 4.1 of the Agreement, SVV is obligated to remit 50% of all fees collected from renters of the PACC Rooms to the City -- as outlined in Exhibit C of the Agreement. These rates, established by the Oxnard City Council, are non-negotiable and serve as definitive benchmarks for financial transactions under our contractual arrangement.

Regrettably, it has come to light that, over the course of several years, the PACC has either directly organized or permitted third parties to conduct numerous events in the PACC Rooms without remitting the stipulated rental fees to SVV, contravening the terms expressly set forth in the Agreement.

In light of these discrepancies the City hereby demands that SVV promptly remits to the City 50% of all rental fees attributable to events<sup>1</sup> held in the PACC Rooms throughout the entire term of the Agreement. Unfortunately, due to the lack of comprehensive records available to the City, we are unable to specify a precise dollar amount owed at this time.

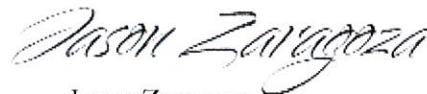
To address this issue and facilitate an accurate resolution we request that no later than January 1, 2024, SVV provides the City with a detailed list of every event conducted in the PACC Rooms during the term of the Agreement. This information will enable the City to tailor its demand accordingly, factoring in the number of events and the corresponding fees established in Exhibit C of the Agreement.

We trust that SVV will take immediate and diligent action to rectify this matter and uphold the terms of our Agreement. Failure to do so may result in further legal action to safeguard the interests of the City.

Thank you for your attention to this pressing issue. We look forward to resolving this matter amicably.

Should have any questions, please email me at [Jason.Zaragoza@Oxnard.org](mailto:Jason.Zaragoza@Oxnard.org).

Thank You,



Jason Zaragoza  
Deputy City Attorney III

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<sup>1</sup> The Agreement defines "Event" as *"any presentation, show, performance, showcase or any other live entertainment, or event put on by SVV hosted in the PACC ROOMS."*

LAW OFFICE OF GARY KURTZ, INC.

30101 Agoura Court  
Suite 118  
Agoura Hills, California 91301

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(818) 884-8400 (telephone)  
(818) 884-8404 (telefax)  
eMail: gary@garykurtzlaw.com

---

Gary Kurtz, Esq.

November 28, 2023

Myers Widders Gibson, Jones & Feingold  
39 N. California Street  
Ventura, CA 93001

[Info@MWGJLaw.com](mailto:Info@MWGJLaw.com)

Re: Oxnard Performing Arts Center Corporation  
Current Example of Non-Compliance

Dear Counsel:

This letter is being addressed to your firm rather than the Oxnard Performing Arts Center Corporation (“OPAC”) because your firm has previously indicted representation of OPAC. If that is no longer the case, please make that known immediately so we may communicate directly.

In addition to the myriad of prior issues, Sterling Venue Ventures, LLC (“SVV”) has recently been given notice that OPAC has failed to comply with financial obligations. Attached is a copy of a disturbing letter that was recently received from Jason Zaragoza, Deputy City Attorney for the City of Oxnard. Mr. Zaragoza expresses concern that PACC rooms have been rented for income without providing the City of Oxnard with the required 50% and has demanded a specific accounting for all events. The due date is January 1, 2024.

SVV has complied with its financial obligations and has records of its events to comply with the City’s demand. SVV does not have the required information for OPAC. Attention is directed to paragraph 2 or the side letter between SVV and OPAC, which states:

OPAC will retain 100% of the proceeds from the convention/meeting room rental, less expenses and rent paid to the City.

Rent will be turned into SVV management by the first of the month. Check may be written to SVV with appropriate back-up with booking for the next month.

Myers Widders Gibson, Jones & Feingold  
 November 28, 2023  
 Page 2 of 3

The side letter is an Addendum to "the Agreement for Operations of the Oxnard Performing Arts and Convention Center Rooms, entered into on February 18, 2020, by the City of Oxnard and Sterling Venue Ventures. Paragraph 4.1 of that Agreement provides:

Lease Rate for SVV Events. For each EVENT SVV conducts in the PACC ROOMS, SVV shall pay CITY 50% of all fees collected from renters, in accordance with the approved fee schedule, attached hereto as "Exhibit C" and incorporated by this reference. SVV shall remit payments to CITY no more than thirty (30) days after each EVENT.

The room charges for special events are outlined as follows:

<b>BANQUET ROOM CHARGES</b>		
<b>CHARGE</b>	<b>OXNARD ROOM</b>	<b>VENTURA ROOM</b>
Room Rental Fee		
Mon-Thurs	\$200/hour	\$150/hour
Fri-Sun Daytime (8am-3pm)	\$257/hour	\$175/hour
Fri-Sun Evening (4pm-11pm)	\$358/hour	\$286/hour
Refundable Cleaning Deposit	\$500	\$500
One-Day Permit	\$73	\$73
Kitchen Fee	\$100	\$100

<b>MEETING ROOM CHARGES (45 PERSON CAPACITY)</b>		
<b>FILMORE ROOM</b>	<b>SANTA PAULA ROOM</b>	<b>HUENEME ROOM*</b>
<b>CAMARILLO ROOM</b>	<b>THOUSAND OAKS ROOM*</b>	
<i>*ROOMS MAY BE COMBINED INTO ONE LARGE MEETING ROOM</i>		
<b>CHARGE</b>	<b>OXNARD RESIDENT</b>	
Weekday Rental Fee	\$45/hour	<i>2-HOUR MINIMUM FOR MEETING ROOM RENTALS</i>
Weekend Rental Fee	\$65/hour	<i>RENTAL RATES INCLUDE SET-UP WITH EXISTING INVENTORY OF TABLES AND CHAIRS.</i>
Refundable Cleaning Deposit	\$100	<i>ADDITIONAL SET-UPS WILL BE CHARGED EXTRA</i>

We hope an expect OPCC has complied with this fee structure.

Myers Widders Gibson, Jones & Feingold  
November 28, 2023  
Page 3 of 3

In order for SVV to timely provide the City of Oxnard with the required information, it is essential that OPAC provide the information to SVV no later than December 11, 2023. OPAC is already in material breach of the Side Agreement. Failure to provide the information would compound the consequences of that breach and may require substantial remedial measures.

Very truly yours,

Gary Kurtz  
Of  
Law Office of Gary Kurtz, Inc.

To: City of Oxnard  
Attn: Terrel Harrison / Cultural & Community Services Director

From: Lance Sterling / Sterling Venue Ventures, LLC

Date: February 6, 2024

To whom It may concern:

Sterling Venue Ventures has two Agreements with the City of Oxnard, one for operation of the Auditorium at Oxnard Performing Arts Center, and the second for Operation of the various Oxnard Performing Arts Center Rooms.

Article 2 Terms Of Agreement / Paragraph 2.1 of the Rooms Agreement stipulates that SVV shall operate the "PACC Rooms" in coordination with the Oxnard Performing Arts Center Corporation Board of Directors" - and herein lies the problem. In keeping with the spirit of this Agreement, SVV has agreed to allow OPAC to continue to base its offices out of the facility, and has also allowed OPAC to book the Rooms, with the understanding that in doing so, OPAC would follow the terms of SVV's Agreement with the City.

However, it has now been determined that OPAC mistakenly believes they do not owe rent on any of OPAC's own events, and has therefore, has not paid rent to the tune of \$34,267.50 – which equates to 50% of the rent due (as stipulated in Article 4 Lease Rates / Paragraph 1 of SVV's Agreement with the City) for OPAC's own events from March 2020 through the end of 2023.

We have met collectively with several members of the OPAC Board, and individually with Gary Davis, President of the Board, to try to reconcile this misunderstanding, and collect the funds owed to the City of Oxnard. At this point in time, we are at our wit's end, as the OPAC Board will not agree to pay their rent. Therefore, we must take action now, to ensure the City of Oxnard receives the monies rightfully owed pursuant to our original Agreement.

Therefore, based on the legal obligation of our contract, this month Sterling Venue Ventures will reimburse the City, from our own assets, the \$34,267.50, and will notify the OPAC Board that, effective immediately, SVV will take sole control of booking and managing the PACC Rooms, so we can insure that the City of Oxnard is duly paid the funds it is rightfully owed in all instances in the future.

We do intend to attempt to recoup the \$34,267.50 from OPAC. We also plan to allow them to continue to base their offices at the facility, and to continue to produce events there. But, as previously stated, to make certain that those events are handled honestly and professionally in accordance with our Agreement with the City of Oxnard, SVV will, from this point forward, take over 100% control of finances, booking and management of the PACC Rooms.

STERLING VENUE VENTURES, LLC  
(THE ROSE)  
28912 ROADSIDE DR  
AGOURA HILLS, CA 91301

2072

16-1606/1220  
Type text here

DATE 2/28/24

CHECK ARMOR  
7 YEAR PROTECTION

PAY TO THE ORDER OF City of Oxnard

Thirtyfour thousand two hundred sixty seven and 50/100 \$ 34,267<sup>50</sup>/<sub>100</sub> DOLLARS

CITY NATIONAL BANK  
AN RBC COMPANY  
(800) 775-7100  
PERSONAL & BUSINESS BANKING

Photo Safe Deposit Check return

FOR ~~RENT~~ Rent Oxn owed by NP

*AK*

⑈002072⑈ ⑆122016066⑆ 224151802⑈



City of Oxnard, CA  
**CULTURAL & COMMUNITY SERVICES**  
 300 W THIRD STREET  
 OXNARD, CA 93030  
 (805) 385-3980

Welcome to the City of Oxnard  
 03/25/2024 10:34AM Claudia G  
 003285-0001 000011783  
 Payment Effective Date 03/25/2024

**MISCELLANEOUS**

CS REC- COMMUNITY ROOMS  
 (REC-16)  
 2024 Item: REC-16  
 1 @ \$34,267.5000  
 CS REC- COMMUNITY  
 ROOMS (REC-16) \$34,267.50  
  
 999-10100- \$34,267.50D  
 6415601-43100- \$34,267.50C

-----  
\$34,267.50

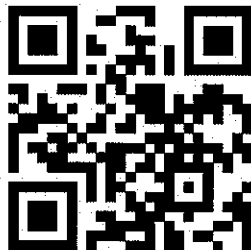
**Subtotal** \$34,267.50  
**Total** \$34,267.50

CHECK \$34,267.50  
 Check Number 2072

**Change due** \$0.00

Paid by: Sterling Venue Ventures- Mtg  
 rooms rent- March 2020-Dec. 2023

Thank you for your payment



**REVISED AGREEMENT  
BETWEEN STERLING VENUE VENTURES and OPAC BOARD OF DIRECTORS**

- (1) SVV agrees to allow OPAC to continue to have an office at the Oxnard Performing Arts Center, through February 28, 2025, in accordance with the stipulations below.
- (2) SVV must be included or copied on all requests to hold events on property, and must have access to all documents pertaining to each event -- this applies to all events booked through February 28, 2025 -- as well as any and all events scheduled after that date.
- (3) OPAC cannot enter into any binding agreements with any third parties to work out of the OPACC. As stated above, the SVV GM must be included or copied on all booking requests for the auditorium, convention/meeting rooms, courtyards, parking lots. Once an event is approved by SVV, OPAC must submit a Rental Agreement Packet form with all supporting documents (customer invoice and subsequent rental agreements and corresponding contracts that involve outside vendors). These agreements and contracts must be printed out on paper and turned into the SVV General Manager.
- (4) OPAC will retain half of the rent from the events OPAC holds in the convention/meeting rooms, courtyards, parking lots. Rent checks will be delivered to SVV management the first of every month, along with existing excel spreadsheet and completed Net Of Door Form.
  - Rental rates apply to all events, including those hosted or presented by OPAC. Anytime any part of the property is being used exclusively by OPAC or a client, rent must be collected on the City's behalf.
  - Any and all sales of alcohol will be conducted by SVV. Therefore, any renter who requests bar service will be referred directly to SVV to handle all contractual arrangements.
  - SVV will be the sole provider of security staff and will ensure that the conditions outlined in SVV's agreement with the City are met for all events held on the OPACC property.
  - All food consumed within the premises must be prepared in accordance with the Health Department, FDA, and in accordance with California state law.
  - The OPAC Board of Directors and all outside vendors must provide proof of insurance, as well as a letter of indemnification to SVV, and must be responsible for reporting and paying sales tax for each respective event.
  - OPAC will provide SVV with a list of pre-approved caterers which match the criteria detailed above, and will include SVV on that list. Once the list is submitted and approved, only these caterers will be permitted to perform services on the OPACC property.

- (5) There is no charge to use any of the equipment that is permanently mounted in the rooms. In most cases, SVV will use their own sound and lighting equipment, but if OPAC’s equipment is used for SVV events, OPAC will provide SVV with a discounted rental rate.
- (6) OPAC may submit to SVV requests to feature events on the marquee. SVV will attempt to include one OPAC event on the marquee at all times, but this is not guaranteed.
- (7) All repairs and maintenance issues are to be completed in accordance with building and safety codes. OPAC is not authorized to make repairs or modifications at any time. Upon noticing the need for specific repairs or modifications OPAC board members and staff must immediately notify SVV of such needs. This also applies to operational irrigation and appropriate gardening services to the exterior common areas. SVV will then work with the City to determine best methods for repairs. OPAC board members and staff cannot take these matters directly to City personnel. Further, any requests or inquiries from outside agencies, such as Fire Department, City Maintenance Department, Health, etc., must be immediately directed to SVV.
- (8) SVV and OPAC will share the existing mail receptacle.
- (9) SVV will re-key all locks on the premises that were changed by OPAC without authorization. This also applies to all alarm codes and security cameras.
- (10) SVV must have total access to the Box Office area, and therefore OPAC must vacate that area no later than April 30, 2024. OPAC and SVV will work together to determine where to relocate office space for OPAC files and staff currently situated in the box office area.
- (11) SVV must also have total control to the display windows that face the parking lot near the box office area.

**Confirmed & Agreed to by OPAC:**

-----

Signature	Print Name	Date
-----------	------------	------

**Confirmed & Agreed to by Sterling Venue Ventures:**

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Signature	Print Name	Date
-----------	------------	------

Where music  
meets the *Soul*<sup>TM</sup>.COM

REVISED AGREEMENT  
BETWEEN STERLING VENUE VENTURES and OPAC BOARD OF DIRECTORS

- (1) SVV agrees to allow OPAC to continue to have an office at the Oxnard Performing Arts Center, through February 28, 2025, **in accordance with the stipulations below.**
- (2) SVV must be **included or copied** on all requests to hold events on property. Should OPAC receive any requests, they will immediately be directed to the SVV GM.
- (3) OPAC cannot enter into any binding agreements with any third parties **to work out of the OPACC.** As stated above, the SVV GM must be **included or copied** on all booking requests for the auditorium, convention/meeting rooms, courtyards, parking lots. Once an event is approved by SVV, OPAC must submit a Rental Agreement Packet form with all supporting documents (customer invoice and subsequent rental agreements and corresponding contracts that involve outside vendors). These agreements and contracts must be printed out on paper and turned into the SVV General Manager.
- (4) OPAC will retain half of the rent from the events OPAC holds in the convention/meeting rooms, courtyards, parking lots. Rent checks will be delivered to SVV management the first of every month, along with existing excel spreadsheet and completed Net Of Door Form.
  - Rental rates apply to all events, including those hosted or presented by OPAC. Anytime any part of the property is being used exclusively by OPAC or a client, rent must be collected on the City's behalf.
  - Any and all sales of alcohol will be conducted by SVV. Therefore, any renter who requests bar service will be referred directly to SVV to handle all contractual arrangements.
  - SVV will be the sole provider of security staff **and will ensure that the conditions outlined in SVV's agreement with the City are met for all events held on the OPACC property.**
  - All food consumed within the premises must be prepared in accordance with the Health Department, FDA, and in accordance with California state law.
  - The OPAC Board of Directors and all outside vendors must provide proof of insurance, as well as a letter of indemnification to SVV, **and must be responsible for reporting and paying sales tax for each respective event.**
  - **OPAC will provide SVV with a list of pre-approved caterers which match the criteria detailed above, and will include SVV on that list. Once the list is submitted and approved, only these caterers will be permitted to perform services on the OPACC property.**
- (5) OPAC must provide to Sterling a complete list of all property and equipment owned by the non-profit by 3/30/24.

- (6) All equipment permanently installed in the rooms is the property of the City of Oxnard. All other equipment must be removed and stored in the appropriate area; to be determined, and must be set up and torn down with each OPAC event.
- (7) OPAC may submit to SVV requests to feature events on the marquee. SVV will attempt to include one OPAC event on the marquee at all times, but this is not guaranteed.
- (8) All repairs and maintenance issues are to be completed in accordance with building and safety codes. OPAC is not authorized to make repairs or modifications at any time. Upon noticing the need for specific repairs or modifications OPAC board members and staff must immediately notify SVV of such needs. This also applies to operational irrigation and appropriate gardening services to the exterior common areas. SVV will then work with the City to determine best methods for repairs. OPAC board members and staff cannot take these matters directly to City personnel. Further, any requests or inquiries from outside agencies, such as Fire Department, City Maintenance Department, Health, etc., must be immediately directed to SVV.
- (9) It is imperative that SVV has exclusive and immediate access to the incoming mailbox. Therefore, SVV will remove and replace the existing mail receptacle. Once the new receptacle is installed, OPAC may elect to have SVV hand-deliver the daily mail, or to obtain an off premises post office box.
- (10) SVV will re-key all locks on the premises that were changed by OPAC without authorization. This also applies to all alarm codes and security cameras.
- (11) SVV must have total control over any incoming telephone landlines coming to Oxnard Performing Arts & Convention Center.
- (12) SVV must have total access to the Box Office area, and therefore OPAC must vacate that area immediately.
- (13) SVV must also have total control to the display windows that face the parking lot near the box office area.

**Re: [EXTERNAL]Re: Reservation of the OPAC - Oxnard Room**

1 message

Harrison, Terrel <terrel.harrison@oxnard.org>  
To: Luanne Nast <luannenast@gmail.com>

Tue, Aug 20, 2024 at 10:00 AM

Luanne,  
Didn't they work directly with you guys before?

Terrel Harrison  
Cultural and Community Services Director  
City of Oxnard  
805-385-7995 (P)

On Tue, Aug 20, 2024 at 9:55 AM Luanne Nast <luannenast@gmail.com> wrote:  
Hi Terrel,

Please read the email below, which Richard received from the Oxnard School District, and keep in mind that this comes after Richard had already worked out 100% of the details for this event. Another example of sabotage for Carolyn and company...

Luanne Nast  
Sterling Venue Ventures  
luannenast@gmail.com  
818.636.5339-cell  
888-645-5006-office  
The Canyons Agoura Hills & Montclair  
The Saban in Beverly Hills  
The Libbey Bowl in Ojai  
Oxnard PACC

Begin forwarded message:

**From:** Richard Belloff <richard@wmmls.com>  
**Subject:** Fwd: [EXTERNAL]Re: Reservation of the OPAC - Oxnard Room  
**Date:** August 16, 2024 at 4:00:31 PM PDT  
**To:** Luanne Nast <luannenast@gmail.com>

Richard Belloff  
General Manager  
Oxnard Performing Arts Center  
Libbey Bowl, Ojai  
818-519-3776

Begin forwarded message:

**From:** "Chinas, Mayte" <mchinas@oxnardsd.org>  
**Date:** August 16, 2024 at 3:07:17 PM PDT  
**To:** Richard Belloff <richard@wmmls.com>  
**Cc:** "Ruvalcaba, Teresa" <truvalcaba@oxnardsd.org>, Jose Becerra <jose@theopac.org>  
**Subject:** Re: [EXTERNAL]Re: Reservation of the OPAC - Oxnard Room

Hello Mr. Richard,

Hope this email finds you doing well.

I would like to follow up with you regarding our request of a quote for the date of April 3rd, 2025.

I was informed of the process of reserving the smaller rooms at the OPAC would happen with Jose Becerra. Since we were instructed that we need to contact the corresponding personal for reservations, I will need to cancel any reservation request I had made with you for this date, April 3rd, 2025 for the use of the Oxnard Room.

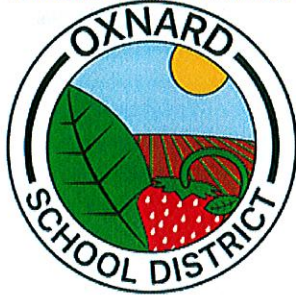
I have contacted Jose already and we will be reserving the Oxnard room with him for the date of April 3rd, 2025.

Thank you, I appreciated your help when it came to the help on this reservation months back when I contacted you. We look forward to working with you soon in the future.

Kind Regards,  
*Mayte Chinas*  
Secretary for

Manager of Equity, Family, and Community Engagement

**Oxnard School District**  
**1051 South A Street**  
**Oxnard, CA 93030**  
 (805) 385-1501 ext. 2351  
[mchinas@oxnardsd.org](mailto:mchinas@oxnardsd.org)



## Equity, Family and Community Engagement

---

**From:** Richard Belloff <[richard@wmmts.com](mailto:richard@wmmts.com)>  
**Sent:** Tuesday, July 9, 2024 5:13 PM  
**To:** Chinas, Mayte <[mchinas@oxnardsd.org](mailto:mchinas@oxnardsd.org)>  
**Cc:** Ruvalcaba, Teresa <[truvalcaba@oxnardsd.org](mailto:truvalcaba@oxnardsd.org)>  
**Subject:** Re: [EXTERNAL]Re: Reservation of the OPAC - Oxnard Room

CAUTION: This email originated from outside of the Oxnard School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Enclosed is the rental agreement for April 3, 2025. Let me know if you have any questions.

Thank you

Richard Belloff  
 General Manager  
 Oxnard Performing Arts Center  
 Libbey Bowl Ojai  
[richard@wmmts.com](mailto:richard@wmmts.com)  
 818-519-3776

On Jul 5, 2024, at 12:04 PM, Chinas, Mayte <[mchinas@oxnardsd.org](mailto:mchinas@oxnardsd.org)> wrote:

Hello Mr. Richard,

I wanted to touch base with you regarding the rental agreement for the requested date and time I had reached out to you about.

Event Details:

We would like to reserve the Oxnard Room at the OPAC for an upcoming event, Cesar Chavez Celebration Event. The event is planned to happen on April 3rd, 2025 with event times of 6pm-8pm. We would like to book for the day of the event with a start of set up time of 3pm.

Please advise when I should receive the rental Agreement/Invoice.

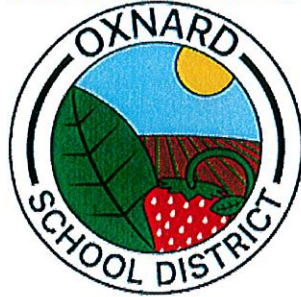
Thank you in advance for your help on this request.

Kind Regards,

**Mayte Chinas**

Secretary for  
 Manager of Equity, Family, and Community Engagement  
**Oxnard School District**  
**1051 South A Street**  
**Oxnard, CA 93030**  
 (805) 385-1501 ext. 2351  
[Mchinas@oxnardsd.org](mailto:Mchinas@oxnardsd.org)  
[<Outlook-qakgwsxp.png>](#)[<Outlook-54gp23yb.png>](#)

Manager of Equity, Family, and Community Engagement  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
(805) 385-1501 ext. 2351  
[mchinas@oxnardsd.org](mailto:mchinas@oxnardsd.org)



## Equity, Family and Community Engagement

---

**From:** Richard Belloff <[richard@wmmts.com](mailto:richard@wmmts.com)>  
**Sent:** Tuesday, July 9, 2024 5:13 PM  
**To:** Chinas, Mayte <[mchinas@oxnardsd.org](mailto:mchinas@oxnardsd.org)>  
**Cc:** Ruvalcaba, Teresa <[truvalcaba@oxnardsd.org](mailto:truvalcaba@oxnardsd.org)>  
**Subject:** Re: [EXTERNAL]Re: Reservation of the OPAC - Oxnard Room

CAUTION: This email originated from outside of the Oxnard School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Enclosed is the rental agreement for April 3, 2025. Let me know if you have any questions.

Thank you

Richard Belloff  
General Manager  
Oxnard Performing Arts Center  
Libbey Bowl Ojai  
[richard@wmmts.com](mailto:richard@wmmts.com)  
818-519-3776

On Jul 5, 2024, at 12:04 PM, Chinas, Mayte <[mchinas@oxnardsd.org](mailto:mchinas@oxnardsd.org)> wrote:

Hello Mr. Richard,

I wanted to touch base with you regarding the rental agreement for the requested date and time I had reached out to you about.

Event Details:

We would like to reserve the Oxnard Room at the OPAC for an upcoming event, Cesar Chavez Celebration Event. The event is planned to happen on April 3rd, 2025 with event times of 6pm-8pm. We would like to book for the day of the event with a start of set up time of 3pm.

Please advise when I should receive the rental Agreement/Invoice.

Thank you in advance for your help on this request.

Kind Regards,

**Mayte Chinas**

Secretary for  
Manager of Equity, Family, and Community Engagement  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
(805) 385-1501 ext. 2351  
[Mchinas@oxnardsd.org](mailto:Mchinas@oxnardsd.org)  
<Outlook-gakgwsxp.png><Outlook-54gp23yb.png>

**From:** Chinas, Mayte <[mchinas@oxnardsd.org](mailto:mchinas@oxnardsd.org)>  
**Sent:** Thursday, June 27, 2024 9:27 AM  
**To:** Richard Belloff <[richard@wmmts.com](mailto:richard@wmmts.com)>  
**Cc:** Ruvalcaba, Teresa <[truvalcaba@oxnardsd.org](mailto:truvalcaba@oxnardsd.org)>  
**Subject:** Re: [EXTERNAL]Re: Reservation of the OPAC - Oxnard Room

Good Morning Mr. Richard,

Perfect, I will look forward to your email.

Kind Regards,

**Mayte Chinas**

Secretary for  
 Manager of Equity, Family, and Community Engagement

**Oxnard School District**  
 1051 South A Street  
 Oxnard, CA 93030  
 (805) 385-1501 ext. 2351  
[Mchinas@oxnardsd.org](mailto:Mchinas@oxnardsd.org)




---

**From:** Richard Belloff <[richard@wmmts.com](mailto:richard@wmmts.com)>  
**Sent:** Thursday, June 27, 2024 6:56 AM  
**To:** Chinas, Mayte <[mchinas@oxnardsd.org](mailto:mchinas@oxnardsd.org)>  
**Cc:** Ruvalcaba, Teresa <[truvalcaba@oxnardsd.org](mailto:truvalcaba@oxnardsd.org)>  
**Subject:** [EXTERNAL]Re: Reservation of the OPAC - Oxnard Room

**CAUTION:** This email originated from outside of the Oxnard School District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Mayte,

The date you requested is available. I will forward asap a rental agreement and invoice for the event. Please sign and return the rental agreement and send the invoice to accounting.

Nice to meet you,

Richard Belloff  
 General Manager  
 Oxnard Performing Arts Center  
 Libbey Bowl Ojai  
[richard@wmmts.com](mailto:richard@wmmts.com)  
 818-519-3776

On Jun 26, 2024, at 4:06 PM, Chinas, Mayte <[mchinas@oxnardsd.org](mailto:mchinas@oxnardsd.org)> wrote:

Hello Mr. Richard,

I would like to introduce myself; my name is Mayte Chinas, I am the new Secretary in the Educational Services Department at Oxnard School District. I will be working beside Teresa Ruvalcaba, Manager of Equity, Family, and Community Engagement at Oxnard Elementary School District.

We would like to reserve the Oxnard Room at the OPAC for an upcoming event, Cesar Chavez Celebration Event. The event is planned to happen on April 3<sup>rd</sup>, 2025 with event times of 6pm-8pm. We would like to book for the day of the event with a start of set up time of 3pm.

Please advise what is the process to request and reserve the OPAC and OPAC venue rooms.

Your assistance is greatly appreciated.

Kind Regards,

**Mayte Chinas**

Secretary for  
 Manager of Equity, Family, and Community Engagement

**Oxnard School District**  
 1051 South A Street  
 Oxnard, CA 93030

(805) 385-1501 ext. 2351

[Mchinas@oxnardsd.org](mailto:Mchinas@oxnardsd.org)

[<Outlook-r2fcttq5.png><Outlook-yunxrcbk.png>](#)

Estrada, Julie <julie.estrada@oxnard.org>

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## Fwd: Oxnard Performing Art Corp September Rent

1 message

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**Harrison, Terrel** <terrel.harrison@oxnard.org>  
To: "Estrada, Julie" <julie.estrada@oxnard.org>

Tue, Oct 15, 2024 at 3:05 PM

Please add this issue...

Terrel Harrison  
Cultural and Community Services Director  
City of Oxnard  
805-385-7995 (P)

----- Forwarded message -----

From: **RICHARD BELLOFF** <drbelloff@icloud.com>  
Date: Fri, Oct 11, 2024 at 12:58 PM  
Subject: Oxnard Performing Art Corp September Rent  
To: Terrel Harrison <terrel.harrison@oxnard.org>  
CC: Luanne Nast <luannenast@gmail.com>, Lance Sterling <lance@wmmts.com>

Hello Terrel,

Enclosed is the rent from the Oxnard Performing Arts Center Corporation for the month of September. They owe the City of Oxnard some extra funds which they short paid again. I know this because the customer hired us to bartend and had us stay an extra hour, for a total of three hours. Oxnard Performing Arts Center Corp. only paid the City for two hours. I will forward payment after I collect it.

Best,

Richard Belloff  
General Manager  
Oxnard Performing Arts Center  
Libbey Bowl Ojai  
[drbelloff@icloud.com](mailto:drbelloff@icloud.com)  
818-519-3776



**Oxnard Performing Arts Center corporation September 2024 rent.pdf**

1830K

Below is a list and draft descriptions of intended Exhibits which will accompany the OPAC Contract. Some flagged Exhibits may also accompany the Sterling Contract. Although the documents are currently being drafted, the number of Exhibits, numbering of Exhibits, and the focus may change due to Committee or Council feedback.

Exhibit: 1

**Definition's** – *a similar section will be included in Sterling's contract*

- Reserved for technical and other descriptive words within the contract

Exhibit: 2

**Financial Process** – *a similar section will be included in Sterling's contract*

- This section will contain the agreed upon split for proceeds between OPAC non-profit and the City.
- This section will contain the utility calculations particularly the overage calculation, timing of payments.
- This section will contain a discussion on concessions and the intended split of proceeds.

Exhibit: 3

**Alcohol/Non-alcohol related events** – *a similar section will be included in Sterling's contract*

- This section will contain the process to engage Sterling for alcohol service
- This section will contain particulars of the ABC liquor license, and
- This section will contain the notification requirements and template certification if alcohol is not planned to be served.

Exhibit: 4

**Security and Venue site monitoring** – *a security section will be included in Sterlings contract*

- This section will provide the overview of the security related requirements for meetings and events at the PACC.
- This section will identify the security team requirements for the PACC.
- This section will include the decisionmaking and de-escalation hierarchy, along with meeting and event closure.
- This section will include the incident report template and timeframe for submittal.
- The various City Ordinances, CA State Regulations will be attached
- This section will provide an overview of venue site monitoring and anticipated monitoring practices.

Exhibit: 5

**Space usage and designation** – *an identical section will be included in Sterling's contract*

- This section will provide maps of the PACC the parking lot, storage, auditorium, outdoor space, and meeting room location boundaries. It will designate who is responsible for the oversight and management of each space.
- This section will provide a marquee policy and process to engage with Sterling on marquee related requests.

Exhibit: 6

**Event and Facility Management IT Platform** – *will not be included in Sterling’s contract*

Note: The information planned for this section will depend on Committee decisions.

- This section will include either an overview of the requirements for the IT Platform, timing for procurement, and implementation, reporting and audit, or a General Overview of the Facilitron IT platform and process for engagement.

Exhibit: 7

**Vendor Compliance** – *an identical section will be included in Sterling’s contract*

- This section will outline basic requirements for vendors at the PACC facility.

Exhibit: 8

**Facility Maintenance and repairs** – *an identical section will be included in Sterling’s contract*

- This section will contain definitions and process steps for working with the city on maintenance and repairs at the PACC.

DRAFT



## CITY COUNCIL AGENDA REPORT

### PUBLIC HEARINGS AGENDA ITEM NO. L.1

**DATE:** May 20, 2025

**TO:** City Council

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

**SUBJECT:** Mid-Cycle Update to the Five-Year Capital Improvement Program for Fiscal Years 2025-2029. (20 minutes)

#### RECOMMENDATION

That the City Council:

1. Hold a public hearing to approve and adopt updates to the 2025-2029 City of Oxnard Five-Year Capital Improvement Program;
2. Approve project budget appropriations of \$2,310,599 in Fiscal Year 2024-25 consisting of \$250,000 from the Circulation System Improvement Fee Fund (Fund 350, Subfund 8040) available fund balance for the Five Points Intersection Improvements Project C2208, \$1,050,000 from the Facilities Maintenance Internal Fees Fund (Fund 735) available fund balance for the Elevator Modernization Project C2602, \$7,415 from the Tax Allocation Bond (TAB) Fund (Southwinds Project Area, Fund 315) available fund balance for the Southwinds Bench and Trash Enclosures (C2330) and \$1,003,184 from the Tax Allocation Bond (TAB) Fund (Ormond Project Area, Fund 315) available fund balance for the Arterial Street Resurfacing Project C2205, as well as the corresponding Capital Outlay Fund (Fund 301) appropriation increase in the same amounts as noted in the financial impact section;
3. Approve a project budget appropriation transfer of \$201,375 from existing Cultural and Community Services General Fund (Fund 101) operating budget to the Elevator Modernization Project C2602, as well as the corresponding Capital Outlay Fund (Fund 301) appropriation in the same amount as noted in the financial impact section;
4. Authorize the Public Works Director, or designee, to submit a budget modification request for an additional \$4,488,171.50 in grant funds from the California Governor's Office of Emergency Services (Cal OES) and, if awarded, approve necessary budget appropriations for use in the Central Trunk Sewer Pipe Replacement Project (C2029);
5. Approve an interfund transfer reimbursement of \$341,960.14 from TAB Fund (Ormond Project Area Fund 315) to Road Maintenance and Rehabilitation Account (RMRA) Fund (Fund 185) for Fiscal Year 2023-24 street repairs related to the Hueneme Road Resurfacing Project C2205 and any necessary budget appropriations for the transfer;
6. Approve project budget unappropriations from various funds and subfunds as noted in the financial impact section; and
7. Approve the updates to the Fiscal Year 2025-26 Capital Improvement Program (CIP).

(Public Works and Transportation Committee approved 3-0 on April 22, 2025 to forward to Council for further discussion. See additional info below.)

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

## BACKGROUND

On June 4, 2024, the City Council approved a two-year CIP budget by adopting the 2025-2029 City of Oxnard Five-Year Capital Improvement Program. The purpose of a CIP is to identify and provide a project funding and timeline overview of the City's capital (major) construction and repair needs over a five-year horizon.

The purpose for having a two-year CIP budget adoption cycle is that it allows for better project planning and more efficient use of staff time, since capital projects are not normally planned, designed, bid, and constructed within a single fiscal year. With a two-year CIP, it is common to do a mid-cycle review, generally between the first and second years of the cycle, to account for new capital needs, shifting of project priorities, and the addition or removal of programmed funds. Also, as noted in the June 4, 2024 staff report for the approval of the five-year CIP, Quimby-funded projects are scoped and programmed separately as part of meetings with neighborhood councils. To date, several of these have been completed and the resulting projects are recommended to be added to the City's capital program.

The CIP currently has approximately 127 funded projects programmed over five years, with a total combined value of approximately \$1.1B. Since the adoption of the 2025-2029 CIP, staff has received requests for updates to existing projects, and the addition of new projects; these are summarized in the discussion section.

## DISCUSSION

***Since the Public Works Transportation Committee meeting on April 22, 2025, changes were made to the staff report; these are summarized here (all changes are in italics):***

*To be consistent with the draft Citywide Fiscal Year 2025-26 operating budget proposal:*

*1. Remove previously allocated funding from the "WIFI in the Parks" CIP project and move this project to the Unfunded Projects list. This project may be revisited in future CIP cycles to reassess its priority based on need, funding, and availability of resources.*

*2. Funding in Fiscal Year 2025-26 is to be deferred to Fiscal Year 2026-27 for:*

- Roof Replacement - Various Facilities*
- Bridge Maintenance Citywide*
- Pedestrian Safety Enhancements - Various Locations*
- Ormond Beach Access*

*3. Change Fiscal Year 2025-26 funding for the Oxnard Transit Center Improvements project and the John C. Zaragoza Oxnard Transit Center Signage to Measure O instead of the General Fund.*

*4. For Fiscal Year 2024-25, replace \$1M of General Fund in the Arterial Street Resurfacing Project (C2205) with \$1M of available TAB funding.*

### *Tax Allocation Bond (TAB) Ormond and Southwinds Project Area Projects*

*To ensure TAB funds do not expire before being spent, the following change is recommended. As noted in the attached January 3, 2023, Agenda Report, there were five CIP projects allocated in the Ormond Project Area. To date, only three remain with allocated funding: The Advanced Water Purification Facility/Perkins Rd Fiber Expansion Project (C2127), the Ormond Beach Bike/Pedestrian Perkins Project (C2004) and the Ormond Industrial Area Fiber Expansion Project (C2126). These three projects are all inactive and allocated funds can be unappropriated to be used towards another project with TAB funding, Arterial Street Resurfacing Project (C2005).*

*The Hueneme Road Resurfacing Project, which is part of the Arterial Street Resurfacing Project, has been recently completed with expenses in FY 2023-24 and FY 2024-25. The entire project area falls within the Ormond Project Area and is eligible for the use of remaining bond proceeds from the TAB proceeds in Fund 315. Therefore, staff is proposing to appropriate the remaining TAB Ormond Project Area funds—totaling \$1,003,184—to the Arterial Street Resurfacing Project (C2005), to cover costs associated with the recently completed project. Of this amount, \$341,960.14 will be used*

to reimburse expenses from FY 2023–24, which requires Council approval as an interfund transfer. The remaining \$661,223.86 will be applied to this fiscal year’s expenses.

In the Southwinds Project Area, there remains only one active project, Southwinds Bench and Trash Enclosures (C2330), which currently has a \$21,239 budget allocation. Staff is requesting to appropriate the remaining \$7,415 of TAB funds in the Southwinds project area to be added to this project to purchase trash enclosures at the Southwinds Park. After this added appropriation, a total of \$28,654 will be available.

Central Trunk Sewer Pipe Replacement Project

On June 18, 2019, the Council authorized a grant application that included the Central Trunk Sewer Pipe Replacement Project (C2029). As of April 15, 2025, CalOES has notified the City of available additional grant funding for \$4,488,171.50, bringing the total grant budget amount to \$6,456,620.75, which yields a new local share match amount of \$2,152,206.92. There are sufficient matching funds for these additional grant funds from the Wastewater Operating Fund (611) with \$2.5M budgeted in FY 2024-25 in the City Council-approved CIP budget. As such, staff is requesting Council approve the budget modification request to authorize the additional grant funding.

The following are the proposed updates to the Adopted 2025-2029 CIP:

**Table 1. Updates to Existing Projects**

#	CIP Title	CIP Page Number	Proposed Changes	Reasoning for Change
1	Certified Unified Program Agencies (CUPA) Improvements at River Ridge Golf Course	43	<b>Project Funding:</b> Remove \$226,581 of appropriated funding from FY 24-25 Golf Operations Fund	This project will be performed by the operator of the Golf Enterprise as provided in the Golf Management Agreement
2	Oxnard Aquatic Center	47	<b>Correcting Funding Source to Future Bond Fund</b>	Administrative correction for name of funding source
3	Oxnard Fire Stations No. 2, 3, 5	48	<b>Correcting Funding Source to Future Bond Fund</b>	Administrative correction for name of funding source
4	Oxnard Performing Arts Center Seismic Study	49	<b>Project Modification:</b> Title update to Oxnard Performing Arts Center Seismic Study/Improvements <b>Project Funding:</b> Add funding \$22,000,000 total over FY 26-27, FY 27-28 & FY 28-29 from Measure O.	Update Project title and scope to incorporate recommended improvements that are anticipated from a seismic evaluation that is currently being finalized
5	Oxnard Transit Center Improvements	51	<b>Modify Funding:</b> Add \$2,000,000 to FY 25-26 from Measure O Fund	Update name of project to “John C. Zaragoza Oxnard Transit Center Improvements”; Additional funding needed to complete project for compliance with the US Attorney Office’s settlement agreement for Americans with Disabilities Act (ADA) improvements
6	Roof Replacement - Various Locations	56	<b>Modify Timeline Funding:</b>	Alignment with proposed FY 25-26 Operating Budget

			<i>Move a total of \$500,000 from FY 25-26 into FY 26-27 within the General Fund</i>	
7	Senior Center at 5th and Patterson	57	<b>Correcting Funding Source to Future Bond Fund</b>	<i>Administrative correction for name of funding source</i>
8	WiFi in the Parks	65	<b>Modify Funding:</b> <i>Remove a total of \$600,000 allocated from FY 23-24 Carryover General Fund</i>	<i>Alignment with proposed FY 25-26 Operating Budget</i>
9	Ormond Beach Access	78	<b>Modify Timeline Funding:</b> <i>Move a total of \$1,000,000 from FY 25-26 into FY 26-27 within the General Fund</i>	<i>Alignment with proposed FY 25-26 Operating Budget</i>
10	Pfeiler Pocket Park Play Structure Replacement	80	<b>Modify Timeline Funding:</b> Move a total \$155,000.00 from currently allocated to the project to FY 26-27 within the Maintenance Assessment District Landscape Maintenance District (LMD)/ Community Facilities District (CFD) Fund	Alignment with Community feedback and requests for playground assessments
11	Riverpark Playground Structures Replacement - Children's Park and Crescent Park	84	<b>Modify Timeline Funding:</b> Move a total of \$500,000 from FY 26-27, FY 27-28 into FY 28-29 within the Maintenance Assessment District LMD/CFD Fund	Alignment with community feedback and requests for playground assessments
12	Riverpark Playground Structures Replacement - Windrow Park	85	<b>Modify Timeline Funding:</b> Move a total of \$300,000 from FY 26-27, FY 27-28 into FY 28-29 within the Maintenance Assessment District LMD/CFD Fund	Alignment with community feedback and requests for playground assessments
13	Riverpark Playgrounds Structure Replacement - Vineyard Park and East Park	86	<b>Modify Timeline Funding:</b> Move a total of \$600,000 from FY 25-26, FY 26-27 into FY 28-29 within the Maintenance Assessment District LMD/CFD Fund	Alignment with community feedback and requests for playground assessments
14	Seabridge Playground Structures Replacement	87	<b>Modify Timeline Funding:</b> Move a total of \$550,000 from FY 25-26, FY 26-27, and FY 27-28 into FY 28-29 within the Maintenance Assessment District LMD/CFD Fund	Alignment with community feedback and requests for playground assessments
15	Accessible Pedestrian Enhancements	98	<b>Modify Funding:</b> Add \$298,449 to FY 25-26 Federal Congestion Mitigation	Additional grant funding received in anticipation of higher cost due to the bidding environment.

			and Air Quality (CMAQ) and \$500,000 to FY 25-26 from Carbon Reduction Program (CRP) and State Transportation Development Act (TDA) Funds	
16	Arterial Street Resurfacing	100	<b>Modify Funding:</b> Add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Water Operating Fund, add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Wastewater Operating Fund and add a total of \$1,003,184 to FY 24-25 from TAB HERO/SW/Ormond Fund Remove a total of \$1,000,000 from FY 25-26 General Fund; Correcting Funding Source to Future Bond Fund	Appropriations from the Water and Wastewater fund are being requested to cover the costs associated with relocating their respective utility service infrastructure, including water valve covers and sewer maintenance hole covers; <i>use TAB funding in target area prior to any expiration of funds</i>
17	Bard Road Corridor Bicycle & Pedestrian Improvements	101	<b>Modify Funding:</b> Add \$77,570 to FY 25-26 from Development Impact Fees (DIF) Remove \$666,720 from Highway Safety Improvement Program (HSIP) Grant	Additional funding required to meet grant match requirements.  Removing Grant funds that were not received by the City
18	Blackstock and Pleasant Valley Estates Neighborhood Stormdrain Improvements	103	<b>Modify Funding:</b> Remove a total of \$1,500,000 from FY 25-26 and FY 26-27 from DIF Add \$1,500,000 to FY 26-27 from the General Fund	Correcting funding source for project; area is not part of the current Master Plan of Drainage (MPD) and therefore not eligible for DIF; MPD update in progress and project funds being moved to FY 26-27 to allow for MPD update to take place
19	Bridge Maintenance Citywide	104	<b>Modify Timeline Funding:</b> Move a total of \$750,000 from FY 25-26 into FY 26-27 within the General Fund	<i>Alignment with proposed FY 25-26 operating budget</i>
20	Citywide Alleyway Resurfacing	106	<b>Modify Funding:</b> Add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Water Operating Fund and add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Wastewater Operating Fund; Correcting Funding Source to Future Bond Fund	Appropriations from the Water and Wastewater fund are being requested to cover the costs associated with relocating their respective utility service infrastructure, including water valve covers and sewer maintenance hole covers
21	Citywide Intersection Improvements	107	<b>Modify Funding:</b> Add \$4,200,000 to FY 25-26 from DIF	Additional funding required due to increase in the construction cost

				estimate due to the bidding environment.
22	Five Points Intersection Modernization	111	<b>Merge</b> with Five Points Intersection Traffic Signal Rehabilitation Project on page 112	Duplicate scope at the same location as Five Points Intersection Traffic Signal Rehabilitation.
23	Five Points Intersection Traffic Signal Rehabilitation	112	<b>Project Modification:</b> Title update to Five Points Intersection Improvements <b>Change Project Funding due to merging of projects:</b> Add \$250,000 to FY 24- 25 from DIF	Update project name to Five Points Intersection Improvements Reallocating funds approved for Five Points Intersection Modernization project that was previously approved by Council into merged project
24	Neighborhood Street Resurfacing	114	<b>Modify Funding:</b> Add \$769,637 to FY 25-26 State Transportation Congestion Relief Fund (TCRF). Add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Water Operating Fund and add a total of \$400,000 to FY 25-26, FY 26-27, FY 27-28, and FY 28-29 from the Wastewater Operating Fund; <i>Correcting Funding Source to Future Bond Fund</i>	Appropriations from TCRF. Appropriations from the Water and Wastewater funds are being requested to cover the costs associated with relocating their respective utility service infrastructure, including water valve covers and sewer maintenance hole covers
25	<i>Pedestrian Safety Enhancements - Various Locations</i>	116	<b>Modify Timeline Funding:</b> <i>Move a total of \$500,000 from FY 25-26 into FY 26-27 within the General Fund</i>	<i>Alignment with proposed FY 25-26 operating budget</i>
26	Ramona Preschool Pedestrian Crossing Enhancements	118	<b>Correcting Funding Source to State HSIP Grant</b>	Administrative correction for name of funding source
27	Ventura Road Corridor Bicycle & Pedestrian Improvements	128	<b>Modify Funding:</b> Add \$581,500 to FY 25-26 from State HSIP Grant and \$82,110 to FY 25-26 from DIF	Additional grant funding received in anticipation of higher cost due to the bidding environment. Additional DIF funding to meet grant match requirements.
28	Wastewater Collection: Lift Station Improvements	145	<b>Modify Funding:</b> Remove a total of \$8,200,000 from FY 24-25, FY 25-26 and FY 26-27 Wastewater Operating Fund	Overallocation of project costs through project completion due to error
29	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	147	<b>Modify Funding:</b> Add \$1,000,000 to FY 25-26 Wastewater Operating Fund Remove \$1,600,000 from FY 26-27 Wastewater Operating Fund	Reducing funding due to updated engineers estimate; Moving funding to earlier FY because project is ahead of original schedule

30	Wastewater OWTP: Maintenance Office Building, Machine Shop, and Storage	152	<b>Modify Funding:</b> Add \$12,650,000 to FY 25-26 Wastewater Connection Fee Fund Remove \$3,500,000 from FY 25- 26 Wastewater Operating Fund	Increasing funding due to modified scope of work (rehab to reconstruction) and updated construction estimate
31	Wastewater OWTP: Outfall Repair	153	<b>Modify Funding:</b> Remove \$2,000,000 from FY 25- 26 Wastewater Operating Fund	Conceptual design report for repairs requires staff to reevaluate the scope of work and future funding.
32	Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	154	<b>Modify Funding:</b> Add \$20,174,145 to FY 25-26 from Wastewater Operating Fund Remove \$26,450,000 total from FY 24-25, FY 25-26 and FY 26- 27 Wastewater Bond-SRF	Reducing SRF funding and supplementing with Operating funds to align with current SRF award amount
33	Wastewater OWTP: Reliability Improvements	155	<b>Modify Funding:</b> Remove \$11,038,053 from Wastewater Bond-SRF Fund	Reducing SRF funding that is not needed on project due to grants that were previously received
34	Wastewater OWTP: Secondary Sedimentation Tank Mechanical Equipment Replacement	156	<b>Modify Funding:</b> Add \$8,600,000 total to FY 25- 26, FY 26-27 and FY 27-28 from Wastewater Operating Fund	Increase in funding through FY 27-28 for a phased approach
35	Water Distribution: Hobson Park East Neighborhood Cast Iron Pipe Replacement	160	<b>Modify Timeline Funding:</b> Move a total \$5,700,000 from currently allocated to the project to FY 25-26 within the Water Operating Fund to FY 27-28	Updated Engineer's Estimate, construction delayed until funding can be secured.
36	Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	161	<b>Modify Timeline Funding:</b> Move a total \$13,300,000 from currently allocated to the project to FY 25-26 within the Water Operating Fund to FY 27-28	Construction delayed until funding can be secured.
37	Water Distribution: Oxnard Conduit Replacement Project	162	<b>Correcting Funding:</b> Remove \$250,000 from FY 25- 26 Water Operating Fund	Funding not needed to support the completion of design.
38	<i>Water Production: Groundwater Desalter Improvement Project</i>	165	<b>Modify Timeline Funding:</b> <i>Move a total of \$7,000,000 from FY 25-26 to FY 26-27 Water Operating Fund</i>	<i>Project delayed until funding can be secured.</i>
39	Water Production: WELL 20	168	<b>Modify Funding:</b> Add \$1,500,000 to FY 25-26 from Water Operating Fund	Updated Engineer's Estimate for construction in FY 25-26
40	Wilson Senior Center Tenant Improvement	190	<b>Project Description:</b> Remodel will provide an improvement to senior services and ADA improvements	Adding funds previously identified through Measure O oversight Board to Project to support ADA upgrades

			<b>Project Funding:</b> \$1,000,000 from the Measure O Fund in FY 25-26	and tenant improvements at Wilson Senior Center
41	City Fleet Electric Vehicle (EV) Charging Stations	192	<b>Project Description:</b> Construct Electric Vehicle (EV) charging stations at various locations throughout the City to support the City's expansion of its EV fleet <b>Add Funding:</b> Add \$1,200,000 total to FY 25-26, FY 26-27 and FY 27-28 from General Fund	Planning, design, and construction for EV charging stations to meet regulations for Zero Emissions Vehicles for City Fleet per California Executive Order N-79-20

**Table 2. New Projects With Identified Funding**

#	CIP Title	Page Number	Proposed Additions
1	John C. Zaragoza Oxnard Transit Center Signage	TBD	<b>Project Description:</b> Updating signage on the Oxnard Transit Center to reflect the name change of "John C. Zaragoza Oxnard Transit Center" as approved by City Council in December 2024 <b>Project Funding*:</b> \$200,000 from <i>Measure O Fund</i>
2	Advanced Alley Maintenance Program	TBD	<b>Project Description:</b> Apply asphalt repair and cape seal surfacing techniques (or similar) to treat alleyways with advanced deterioration. This project will bridge the existing gap between simple temporary alley maintenance (e.g. pothole repair) and full reconstruction. Approximately 10 centerline miles; locations determined based upon prioritization in Citywide Pavement Management Program <b>Project Funding*:</b> \$2,000,000 from Measure O Fund
3	Elevator Modernization - Various City Locations	TBD	<b>Project Description:</b> Several City elevators have exceeded their expected lifespan or require corrective maintenance beyond routine. Anticipated locations include: Civic Annex (300 West Third St.), Main Library East (251 S A St.), and Police Department (251 S. C St.). <b>Project Funding*:</b> \$1,050,000 from Facilities Internal Service Fee Fund (ISF) and \$201,375 in FY 24-25 from General Fund (Cultural and Community Services Operations)
4	Citywide HVAC Updates	TBD	<b>Project Description:</b> Several air handling systems across the City are beyond their useful life and/or require replacement to meet Environmental Protection Agency Rule 608 of the Clean Care Act and the 2006 California Global Warming Solutions Act, AB 32 refrigerant standards. Current priority locations: the South Oxnard Center; Police Department buildings at 251 C Street and 3001 Sturgis Rd.

			<b>Project Funding*:</b> \$1,100,000 in FY 25-26 from Facilities Internal Service Fee Fund (ISF)
5	Citywide Lighting Controls Updates	TBD	<b>Project Description:</b> Emergency lighting controls are outdated and do not work properly. This will address concerns for several City Buildings. Including: Main Library, South Oxnard Center, South Oxnard Branch Library, Service Center <b>Project Funding*:</b> \$100,000 in FY 25-26 from Facilities Internal Service Fee Fund (ISF)
6	Carriage Square/Eastwood Park	TBD	<b>Project Description:</b> May include as funding allows: Shade structures over picnic areas, rubberized walking path around perimeter of park, landscape improvements <b>Project Funding*:</b> \$424,000 in FY 25-26 from Quimby Fund
7	Hobson/Community Center Park East	TBD	<b>Project Description:</b> May include as funding allows: lighting, rubberized walking track, and landscape improvements. <b>Project Funding*:</b> \$454,000 in FY 25-26 from Quimby Fund
8	Five Points Park	TBD	<b>Project Description:</b> Develop and build a park design for the 2 vacant lots based on community input. <b>Project Funding*:</b> \$1,300,000 in FY 25-26 from Quimby Fund

\*Subject to the approval of the FY 25-26 budget by the City Council

**Table 3. New Projects (Unfunded)**

#	CIP Title	Page Number	Proposed Additions
1	Citywide Streetlight Repair	TBD	<b>Project Description:</b> This project involves the repair and replacement of City-owned street lights. Locations include, but are not limited to: Corridors: A Street between 3rd and 7th Street; Harbor Boulevard from San Clemente Avenue to Channel View Park; Oxnard Boulevard center medians between 3rd and 9th Street; Oxnard Shores beach paths. Bridges: Channel Islands Boulevard; Oxnard Boulevard, Rice Avenue, and Rose Avenue over US 101; Pleasant Valley Road over Rice Avenue; 3rd Street over UPRR. Parking lots: 520 S. Oxnard Boulevard; 615 S. Oxnard Boulevard; 644 S. Oxnard Boulevard. <b>Rough Order of Magnitude Cost:</b> \$12,000,000 <b>Project Funding:</b> Unidentified

2	Campus Park Perimeter Improvements	TBD	<b>Project Description:</b> Off-site improvements around the Campus Park vicinity such as street asphalt repairs, pavement markings and striping, sidewalk and ADA curb ramp work, and traffic signal modifications. <b>Rough Order of Magnitude Cost:</b> \$2,000,000 <b>Project Funding:</b> Unidentified
3	Bard Road Additional Street Lights Saviers to Rose	TBD	<b>Project Description:</b> Add additional street lighting to supplement existing SCE-owned lighting. <b>Rough Order of Magnitude Cost:</b> \$750,000 <b>Project Funding:</b> Unidentified

**Table 4. Deleted Projects**

#	CIP Title	CIP Page Number	Proposed Changes	Reasoning for Change
1	CFDs Exercise Equipment Replacement (Westport CFD, Seabridge CFD, Riverpark CFD)	71	<b>Delete Project</b>	Re-evaluating the needs of the each community and seeking additional community feedback
2	Water Campus: Security Improvements	158	<b>Delete Project</b>	Re-evaluating needs based on budgetary constraints
3	Bicycle & Pedestrian Facilities	CIP 2019-24 86	<b>Modify Funding:</b> <i>Remove a total of \$499,750 allocated from FY 23-24 Carryover 2006 TAB HERO/SW/Ormond Fund</i>	<i>Alignment with proposed FY 25-26 operating budget</i>
4	Ormond Beach Commercial Area Fiber Expansion	CIP 2021-26 72	<b>Modify Funding:</b> <i>Remove a total of \$3,087 allocated from FY 23-24 Carryover 2006 TAB HERO/SW/Ormond Fund</i>	<i>Alignment with proposed FY 25-26 operating budget</i>
5	Perkins Road Fiber Expansion	CIP 2021-26 73	<b>Modify Funding:</b> <i>Remove a total of \$138,265 allocated from FY 23-24 Carryover 2006 TAB HERO/SW/Ormond Fund</i>	<i>Alignment with proposed FY 25-26 operating budget</i>

As of the drafting of this staff report, the Planning Commission has not reviewed the updates to the new CIP projects for General Plan conformity. Their review is scheduled for June 5, 2025. If needed, Staff will update the City Council on the outcome of the Planning Commission meeting.

In addition to moving other CIP projects forward from the planning to the design phase, the following projects were awarded construction agreements since the City Council approved the two-year CIP on June 4, 2024:

1. PW 18-47 Rice Avenue/Fifth Avenue/Route 34 Grade Separation Project
2. Citywide Playground Replacement Project
  - a. PW 20-53 Wilson Park

- b. PW 24-31R Marina West Park
- c. PW 24-113 Dunkirk Park PW 24-125 Carty Park
- d. PW 24-114R Pleasant Valley Park
- e. PW 24-115R Brekke Park
- f. PW 24-125 Carty Park
- g. PW 24-126 College Estates Park
- h. PW 25-16 Del Sol Park
- i. PW 25-48 Fremont Tot Park
- j. PW 25-49R Olokoy (Oxnard) Beach Park
- k. PW 25-51 Community Center Park West

- 3. PW 20-97R Oxnard Water System SCADA Improvement Project
- 4. PW 22-25R2 Eastern Trunk Sewer Manhole Rehabilitation Project
- 5. PW 22-47 OWTP Headworks VFD Replacement Project
- 6. PD 22-66 Police Emergency Backup Generator Replacement Project
- 7. PW 23-28 Restroom Improvement Project - College Estates Park Project
- 8. PW 23-35 Design Build Skatepark at Colonia
- 9. PW 23-70 Design Build RFP for Oxnard Tennis Center Project
- 10. PW 24-53 Bicycle & Pedestrian Facilities - Northeast Communities & Cloyne St
- 11. PW 24-92 Storm Drain Catch Basin Trash Excluder Project
- 12. CM 24-132 Citywide Wayfinding Sign Program
- 13. SD 25-23 Central Park Fountain Renovation Project

Projects completed since the City Council approved the two-year CIP on June 4, 2024:

1. Arterial Street Resurfacing

- a. PW 23-111 Hueneme Road Resurfacing Project
- b. PW 23-100 Gonzales Road Resurfacing Project

2. Neighborhood Street Resurfacing

- a. PW 23-104 Kamala Park & Bartolo Square Project
- b. Ormond Beach Neighborhood Resurfacing Project

3. Citywide Alley Resurfacing

- a. PW 24-11 Fremont Alley Reconstruction
- b. PW 23-33 Wilson Senior Center
- c. PW 23-34 Oxnard Performing Arts Center
- d. PW 23-31 Sturgis Annex
- e. PW 23-32 South Oxnard Center

5. Perkins Road Parking Lot Improvements

**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, facilities and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

**FINANCIAL IMPACT**

For the City Council-approved FY 2024-25 CIP Budget, staff recommends adjusting funds as follows:

CIP Project	Fund	FY 2024-25	FY 2024-25 Revised CIP Budget	FY 2024-25 Variation

		<b>Adopted CIP Budget</b>		
<b>FUNDING INCREASES</b>				
Five Points Intersection Improvements (C2208)	Development Impact Fees Fund 350 (80403102-59800-C2208) (3013102-49300-C2208) (3013102-53200-C2208)	\$0	\$250,000	\$250,000
Elevator Modernization - Various City Locations (C2602)	Facilities Internal Service Fee (ISF) Fund 735 (7353750-59800-C2602) (3013750-53200-C2602) (3013750-49300-C2602)	\$0	\$1,050,000	\$1,050,000
	General Fund 101 Transfer (1015401-55010) (1015401-59800) (3013750-49300-C2602) (3013750-53200-C2602)	\$0 (CIP) \$201,375 Operations	\$201,375	\$0
Arterial Street Resurfacing (C2205)	2006 TAB HERO/SW/Ormond Fund 315 (3153401-59800-C2205) (3013401-49300-C2205) (3013401-56270-C2205)	\$0	\$1,003,184	\$1,003,184
Southwinds Bench & Trash Enclosures (C2330)	2006 TAB HERO/SW/Ormond Fund 315 (3153401-59800-C2330) (3013401-49300-C2330) (3013401-56270-C2330)	\$21,239	\$28,654	\$7,415
<b>FUNDING DECREASES</b>				
CUPA Improvements at River Ridge Golf Course (C2312)	Golf Course Operating Fund Fund 651	\$252,066	\$25,485	-\$226,581

	(6513640-59800-C2312) (6523640-49300-C2312) (6523640-53270-C2312) (6523640-56010-C2312)			
<i>Wifi in the Parks (C2222)</i>	<i>General Fund Fund 101 (1013301-59800-C2222) (3013301-49300-C2222) (3013301-53200-C2222) (3013301-53270-C2222) (3013301-57800-C2222)</i>	\$600,000	0	-\$600,000
Pfeiler Pocket Park Play Structure Replacement (C2016)	Maint Assmnt Dist LMD/CFD Fund 120 (25103801-59800-C2016) (3013801-49300-C2016) (3013801-56020-C2016)	\$155,000	\$0	-\$155,000
Bard Road Corridor Bicycle & Pedestrian Improvements (C2502)	State and Local Grant Fund 210 (2103102-48030-C2502) (2103102-59800-C2502) (3013102-49300-C2502) (3013102-56050-C2502)	\$1,364,850	\$698,130	-\$666,720
Five Points Intersection Modernization (C2304)	Development Impact Fees Fund 350 (80403102-59800-C2304) (3013102-49300-C2304) (3013102-53200-C2304) (3013102-53270-C2304)	\$250,000	\$0	-\$250,000
Wastewater Collection: Lift Station Improvements (C2232)	Wastewater Collection Operating Fund 611	\$7,906,761	\$4,206,761	-\$3,700,000

	(6113610-59800-C2232) (6123610-49300-C2232) (6123610-56020-C2232)			
Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements (C1814)	Wastewater Bond-SRF Fund 617 (6173610-59800-C1814) (6123610-49300-C1814) (6123610-56020-C1814)	\$21,000,000	\$16,050,000	-\$4,950,000
Wastewater OWTP: Reliability Improvements (C2201)	Wastewater Bond-SRF Fund 617 (6173610-59800-C2201) (6123610-49300-C2201) (6123610-56020-C2201)	\$58,238,053	\$47,200,000	-\$11,038,053
Water Campus: Security Improvements (C2027)	Water Security-Contamination Prevention Fund 608 (6083607-59800-C2027) (6023607-49300-C2027) (6023607-53200-C2027) (6023607-53270-C2027) (6023607-56020-C2027) (6023607-57800-C2027) (6023607-59000-C2027)	\$711,486	\$29,951	-\$681,535
<i>Bicycle &amp; Pedestrian Facilities (C2004)</i>	<i>2006 TAB HERO/SW/Ormond Fund 315 (3153102-59800-C2004) (3013102-49300-C2004) (3013102-56050-C2004)</i>	<i>\$499,750</i>	<i>\$0</i>	<i>-\$499,750</i>
<i>Ormond Beach Commercial Area Fiber Expansion</i>	<i>2006 TAB HERO/SW/Ormond Fund 315</i>	<i>\$3,087</i>	<i>\$0</i>	<i>-\$3,087</i>

(C2126)	(3151804-59800-C2126) (3011804-49300-C2126) (3011804-53200-C2126)			
Perkins Road Fiber Expansion (C2127)	2006 TAB HERO/SW/Ormond Fund 315 (3151804-59800-C2127) (3011804-49300-C2127) (3011804-53200-C2127) (3011804-55900-C2127)	\$138,265	\$0	-\$138,265

Fiscal impacts to the FY 2025-26 Adopted CIP Budget will be included in the Proposed Budget for Fiscal Year 2025-26 during the budget process.

**COMMITTEE OUTCOME**

As a result of the discussion at the Public Works and Transportation Committee meeting on April 22, 2025, there was discussion from a committee member who expressed interest in allocating funds to the Street lighting repair project to start making progress with street lighting repairs across the City. This would need to be coordinated with the Citywide operating budget process for the availability of funds.

*Prepared by: Morgan Kessler, City Engineer*

**ATTACHMENTS**

1. CIP Mid Cycle Detail Summary
2. CIP Fiscal Year 2025-26 Budget Detail
3. TAB HERO-Ormond/Southwinds Agenda Reports and Project Area Maps
4. CalOES/HMGP Agenda Reports
5. Presentation

**Classrooms and Maintenance Shop: Systems Expenditure Forecast**

<b>System</b>	<b>Immediate</b>	<b>Short Term (1-2 yr)</b>	<b>Near Term (3-5 yr)</b>	<b>Med Term (6-10 yr)</b>	<b>Long Term (11-20 yr)</b>	<b>TOTAL</b>
<b>Facade</b>	-	-	\$37,400	\$130,300	\$59,700	\$227,400
<b>Roofing</b>	-	\$7,600	-	-	-	\$7,600
<b>Interiors</b>	-	\$34,100	\$35,000	\$6,700	\$233,300	\$309,000
<b>Plumbing</b>	\$1,300	-	\$1,700	\$15,700	\$160,900	\$179,600
<b>HVAC</b>	\$4,600	\$19,600	\$2,800	-	\$12,100	\$39,200
<b>Electrical</b>	-	-	\$87,300	\$153,700	-	\$241,000
<b>Equipment &amp; Furnishings</b>	-	-	\$4,500	-	\$4,500	\$9,000
<b>TOTALS (3% inflation)</b>	<b>\$6,000</b>	<b>\$61,300</b>	<b>\$168,600</b>	<b>\$306,400</b>	<b>\$470,400</b>	<b>\$1,012,700</b>



**Oxnard Room: Systems Expenditure Forecast**

<b>System</b>	<b>Immediate</b>	<b>Short Term (1-2 yr)</b>	<b>Near Term (3-5 yr)</b>	<b>Med Term (6-10 yr)</b>	<b>Long Term (11-20 yr)</b>	<b>TOTAL</b>
Facade	-	-	\$5,100	\$224,800	-	\$229,900
Roofing	-	\$258,600	-	-	-	\$258,600
Interiors	-	\$153,800	\$67,900	\$62,600	\$129,100	\$413,400
Plumbing	-	-	-	-	\$88,800	\$88,800
HVAC	\$1,500	\$44,700	\$9,600	-	\$140,700	\$196,500
Fire Protection	-	-	-	-	\$1,000	\$1,000
Electrical	-	-	\$173,200	\$378,100	\$400	\$551,800
Fire Alarm & Electronic Systems	\$51,200	-	-	\$42,000	\$92,600	\$185,800
Equipment & Furnishings	-	-	\$121,900	\$9,100	\$178,800	\$309,700
Site Utilities	-	-	-	-	\$4,100	\$4,100
<b>TOTALS (3% inflation)</b>	<b>\$52,800</b>	<b>\$457,100</b>	<b>\$377,700</b>	<b>\$716,600</b>	<b>\$635,400</b>	<b>\$2,239,600</b>



### Theater: Systems Expenditure Forecast

System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	\$9,700	-	\$57,500	\$230,800	\$472,000	\$770,000
Roofing	-	-	-	\$407,800	-	\$407,800
Interiors	-	-	\$289,900	\$27,800	\$444,900	\$762,500
Plumbing	-	\$2,800	-	\$7,700	\$628,700	\$639,300
HVAC	\$22,000	\$117,800	\$15,600	\$1,800	\$662,700	\$820,000
Fire Protection	-	-	-	-	\$6,700	\$6,700
Electrical	-	-	\$181,600	\$791,400	\$125,300	\$1,098,300
Fire Alarm & Electronic Systems	-	-	-	\$85,400	-	\$85,400
Equipment & Furnishings	-	-	-	\$848,300	-	\$848,300
Site Utilities	-	-	\$3,100	-	-	\$3,100
<b>TOTALS (3% inflation)</b>	<b>\$31,700</b>	<b>\$120,600</b>	<b>\$547,500</b>	<b>\$2,400,900</b>	<b>\$2,340,400</b>	<b>\$5,441,100</b>

**U Center: Systems Expenditure Forecast**

<b>System</b>	<b>Immediate</b>	<b>Short Term (1-2 yr)</b>	<b>Near Term (3-5 yr)</b>	<b>Med Term (6-10 yr)</b>	<b>Long Term (11-20 yr)</b>	<b>TOTAL</b>
<b>Facade</b>	-	-	\$124,400	\$1,800	-	\$126,200
<b>Roofing</b>	-	-	\$57,500	-	-	\$57,500
<b>Interiors</b>	\$71,100	-	\$17,600	\$68,500	\$24,500	\$181,600
<b>Plumbing</b>	-	\$1,300	-	\$18,400	\$85,000	\$104,600
<b>HVAC</b>	-	\$8,300	-	-	\$12,900	\$21,200
<b>Electrical</b>	-	-	-	\$109,800	\$34,800	\$144,500
<b>Equipment &amp; Furnishings</b>	-	-	\$6,100	-	\$2,500	\$8,600
<b>TOTALS (3% inflation)</b>	<b>\$71,100</b>	<b>\$9,600</b>	<b>\$205,600</b>	<b>\$198,400</b>	<b>\$159,700</b>	<b>\$644,400</b>

