Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor and at the Oxnard main library, 251 South A Street during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.gov.

CITY OF OXNARD CALIFORNIA

AMENDED AGENDA

(Amended 4/3/26 to Add F-3 and Remote Participation for Councilwoman Rodriguez)

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD PARKING AUTHORITY – **Special Meeting (Closed Session C-2 Only)**
OXNARD HOUSING AUTHORITY
Meeting Location: Council Chambers, 305 West Third Street
April 7, 2026
Closed Session - 4:30 PM
Appointment Items - 5:00 PM
Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 827 3174 9608
3. Passcode: 849411

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

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

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

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

    a. Submit a request to speak remotely by 3:00 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.

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.

b. Submit an email to **cityclerk@oxnard.org** by 3:00 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. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA

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

During this meeting, Councilwoman Rodriguez will be participating remotely from the following location: Carnival Firenze Cruise Ship, State Room 1385

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

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

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)

Property: South Plaza City/Parking Authority-Owned Parcels (Between West 5th and West 6th Streets and South B and South C Streets - 318 West Fifth St. (APN 202-0-103-210), 321 West Sixth St. (202-0-103-130), and APNs 202-0-103-115, 202-0-103-025, 202-0-103-175, 202-0-103-185, 202-0-103-225, 202-0-103-235, 202-0-103-145, and 202-0-103-205)
Agency Negotiator: Brenda Lopez, Housing Director
Negotiating Party: Brad Steinberg and JB Jonesboro, LLC
Under Negotiation: Price and terms of payment
Legislative Body: City Council, Oxnard Parking Authority

D. APPOINTMENT ITEMS (5:00 PM)

1. Cultural & Community Services Department
SUBJECT: Oxnard Public Library Annual Report. – **Continue Item to April 21, 2026**
RECOMMENDATION: That City Council receive the Oxnard Public Library annual report.

(This item did not originate in Committee.) This is a live presentation.

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

Legislative Body: City Council
Contact: Kathleen Ashmore, (805) 385-7522

2. Housing Department
SUBJECT: Downtown Oxnard Improvement Association Annual Report.
RECOMMENDATION: That the City Council receive and file the Fiscal Year 2024-25 Annual Report on the Oxnard Downtown Management District.

(This item did not originate in Committee.)

(Presentation will be live from Executive Director, Abel Magana, of the Downtown Oxnard Improvement Association)

Legislative Body: City Council
Contact: Brenda Lopez, (805) 385-8092

E. OPENING CEREMONIES (6:00 PM)
Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of April 2026 as "Fair Housing Month."

2. SUBJECT: Presentation of a Commendation to the Oxnard Police Explorers' Performance at ExCon 2026.

3. SUBJECT: Presentation of a Proclamation Designating April 2026 as "Arts, Culture and Creativity Month" in the City of Oxnard.

G. 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 such as ceremonial items, report of city manager / executive director / secretary, and city council/ housing authority / successor agency / financing authority business / committee reports. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City

Manager / Executive Director / Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. SUBJECT: City Manager's Corner: updates, announcements, clarifications, and local government fun facts on occasional Tuesdays.

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Oxnard City Council Minutes.

RECOMMENDATION: That the City Council approve the regular meeting minutes of March 17, 2026.

Legislative Body: City Council
Contact: Luly Lopez, (805) 385-7805

2. Community Development Department

SUBJECT: Professional Service Agreements for Environmental Services with Dudek, Michael Baker International, Environmental Science Associates, and Eyestone Environmental.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Professional Services Agreements with Dudek (32600342), Michael Baker International (32600344), Environmental Science Associates (32600343), and Eyestone Environmental (32600356), for $750,000 each with a term of 3 years with an option for one, two-year extension.

(The Community Service, Public Safety, Housing and Economic Development Committee approved 3-0 on March 10, 2026.)

Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

3. Finance Department
SUBJECT: Monthly Investment Report for the period ending February 28, 2026.
RECOMMENDATION: That the City Council receive and file the monthly investment report. This is an information item.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Javier Chagoyen-Lazaro, (805) 200-5400

4. Information Technology Department
SUBJECT: IT Position Reclassification.
RECOMMENDATION: That the City Council adopt a resolution to amend Resolution No. 15,885 to reclassify six existing full time equivalent positions in City service effective April 7, 2026 in accordance with the operating and capital budget for the 2025-2026 fiscal year.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Robert Ruben, (805) 385-7554

5. Public Works Department
SUBJECT: Project Contingency for Agreement 32600359 with Toro Enterprises, Inc. for Emergency Water Main Break Repairs Near 800 E. Pleasant Valley Road.
RECOMMENDATION: That the City Council approve and authorize a $10,000 project contingency for Agreement No. 32600359 with Toro Enterprises, Inc., increasing the contract amount to a new not-to-exceed total of $270,000.

(This item is a continuation of an item previously brought to the City Council on March 3, 2026.)

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

M. PUBLIC HEARINGS

N. REPORTS

1. Community Development Department
SUBJECT: The Process to Rename Cesar Chavez Drive.
RECOMMENDATION: That the City Council:

1. Review the process for renaming a City street; and
2. Find, pursuant to City Council Resolution 13,448 ("Policy and Procedures for Street Naming"), that renaming "Cesar Chavez Drive" would serve the public interest and benefit the public welfare by addressing community concerns arising from recent revelations about Cesar Chavez, thereby authorizing the City to proceed with the renaming process for this street in a manner otherwise inconsistent with the Policy and Procedures for Street Naming; and
3. Provide direction to City Staff on the process for identifying alternative street names.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/skUNwXV5wWU

Legislative Body: City Council
Contact: Jeff Pengilley, (805) 385-8208

2. City Manager Department
SUBJECT: Direction on the Future of the Commission on Homelessness.
RECOMMENDATION: That the City Council:

1. Consider the future direction for the Commission on Homelessness, including (but not limited to) the following options:
   A. Dissolve the Commission on Homelessness, or
   B. Keep the Commission on Homelessness, or
   C. Support the Mayor in holding informal discussion directly with residents, community members or other stakeholders on homeless issues (Homelessness Collaborative).
2. Take formal action regarding the future of the Commission on Homelessness, including (if applicable) providing direction to staff to bring back for City Council consideration any resolutions or ordinances necessary to implement the City Council's decision regarding the Commission on Homelessness.

(The Community Services, Public Safety, Housing & Development Committee voted 3-0 on February 24, 2026 to refer the item to the full Council with 3 options)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/wSUY_e6jO08

Legislative Body: City Council
Contact: Ashley Golden, (805) 385-7478

3. City Manager Department
SUBJECT: 2026 Update on the City's Municipal Carnegie Art Museum.
RECOMMENDATION: That the City Council receive and file the 2026 Update on the Carnegie.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 10, 2026.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/i1Yrr9zdxus

Legislative Body: City Council
Contact: Alexander Nguyen, (805) 385-7430

4. Police Department

SUBJECT: Oxnard Police Department "Military Equipment" Use Report for Calendar Year 2025.

RECOMMENDATION: That the City Council:

1. Receive the Police Department's annual report concerning its inventory and use of military equipment, in accordance with Government Code sections 7070-7075.
2. Approve the renewal of City of Oxnard Ordinance 3014, which is codified in Oxnard City Code Section 2-212 as the City's "Military Equipment Policy" as required by Government Code section 7071 (e)(1).
3. Approve the continuing authorization for the funding, acquisition, and use of military equipment by the Oxnard Police Department's military equipment inventory as required by Government Code section 7071 (e)(2).
4. Approve the acquisition and use of the following military equipment items:

    a. Twenty-four (24) .223 caliber rifles
    b. Thirteen hundred (1,300) 40mm projectile launcher Less lethal rounds
    c. Three thousand (3,000) Pepperball Projectiles
    d. Eighty (80) CS / "Tear Gas" canisters
    e. Ninety-five (95) Light, Sound, Diversionary Devices (LSDD's)
    f. Three (3) DJI Matrice 4T Uncrewed Arial Vehicle (UAV) and Twelve (12) Batteries for the corresponding UAV's

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/joiCgSj8Fi8

Legislative Body: City Council
Contact: Jason Benites, (805) 385-7624

5. Housing Department

SUBJECT: Acquisition of Vacant Real Property Located at 5230 Cypress Road and 5208 Cypress Road and Identified with Assessor Parcel Numbers 222-0-042-120 and 222-0-042-110.

RECOMMENDATION: That the City Council adopt a resolution of the City Council of the City of Oxnard,

1. approving a Settlement Agreement (32600387) in the amount of one dollar ($1) for the acquisition of unimproved real property located at 5230 Cypress Road and 5208 Cypress Road from current landowner Habitat for Humanity, Ventura County, Inc. and
2. authorizing the Housing Director or designee to execute any and all documents necessary to complete the acquisition.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/6SaQ_8FlPP4

Legislative Body: City Council
Contact: Brenda Lopez, (805) 385-8092

6. Public Works Department
SUBJECT: Fourth Amendment to Agreement A-8136 with Enterprise Fleet Management.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fourth Amendment to the Agreement with Enterprise Fleet Management, Inc., increasing the current agreement value by $3,500,000 for a total not to exceed amount of $18,813,000 and extend the term through April 18, 2027, utilizing the Sourcewell contract 030122-EFM for Fleet Management Services that includes vehicle leasing and maintenance management.

(This item did not originate in Committee as it is a continuation from an item previously taken to Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/KOrRC72qY6w

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

7. City Attorney Department
SUBJECT: Fireworks Ordinance.
RECOMMENDATION: That the City Council approve and introduce by title only and waive further reading of an ordinance titled:

"ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 7-56 OF ARTICLE III OF CHAPTER 7; REPEALING SECTION 7-147.1 FIREWORKS OF ARTICLE VIII OF CHAPTER 7; AND ADDING ARTICLE XVI OF CHAPTER 7 PERTAINING TO THE REGULATION OF FIREWORKS, PYROTECHNICS AND PRODUCTION EFFECTS; VIOLATIONS TO THE OXNARD CITY CODE."

(The Community Service, Public Safety, Housing and Economic Development Committee approved 2-0 on March 24, 2026.)

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

Legislative Body: City Council
Contact: Michelle McCarron, 805-385-3937

O. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.1

DATE: April 7, 2026

TO: City Council

FROM: Kathleen Ashmore, Library Manager, (805) 385-7522, kathleen.ashmore@oxnard.org

SUBJECT: Oxnard Public Library Annual Report.

RECOMMENDATION

That City Council receive the Oxnard Public Library annual report.

(This item did not originate in Committee.) This is a live presentation.

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

BACKGROUND

California state law requires public libraries to have a governing or advisory library board that submits an annual report on the condition and progress of the library. This requirement appears in the California Education Code (CEC), which outlines the responsibilities of library boards, including providing an annual report to the legislative body that oversees the library.

Following an opinion from the California Attorney General providing clarity on the membership of the library board, the City Council adopted Ordinance No. 3059 on May 20, 2025, and formally reestablished a five-member Library Board to be appointed by the Mayor and approved by the City Council. Since then, staff have supported the Mayor's Office in recruiting community members to re-establish the library board. On March 17, 2026, the City Council approved the Library Board appointments.

Due to members of the Library Board only recently being appointed, the responsibility to ensure compliance with the library's annual reporting requirement currently falls to library administration. To meet the intent of state law — transparency and accountability — the Library Manager will present the annual report directly to the City Council. This live presentation will include Library Services highlights from recent years, showcasing all library units, services, programs, community partners, space design, safety & security, and staff development.

The Oxnard Public Library Board is responsible for providing an annual report of activities to the City Council.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kathleen Ashmore, Library Manager

ATTACHMENTS

1. 2026_Annual Report_Oxnard Public Library







OXNARD PUBLIC LIBRARY

2026 ANNUAL REPORT TO CITY COUNCIL

Presented by: Kathleen Ashmore, Library Manager

April 7, 2026

CITY OF OXNARD CALIFORNIA

Annual Report of the Oxnard Public Library

California state law requires public libraries to have a governing or advisory library board that submits an annual report on the condition and progress of the library. This requirement appears in the California Education Code, which outlines the responsibilities of library boards, including providing an annual report to the legislative body that oversees the library. The 2026 Annual Report covers the following:

- Re-estabishing the Library Board & Next Steps
- Nonprofit Partner
- Units
- Services
- Community Partners
- Space Design
- Safety & Security

Re-estabishing the Library Board

On February 21, 2025, the California Attorney General issued an opinion clarifying that the Oxnard Library Board must be a separate five-member body and cannot be comprised of the City Council. The following actions were taken to ensure compliance with the California Education Code (CEC).

1. Establish five-member Library Board of Trustees
   - Complete: Ordinance 3059 took effect on May 25, 2025, formally reestablishing a five-member Library Board to be appointed by the Mayor and approved by the City Council.
2. Recruit and appoint members to re-establish the library board.
   - Pending: Final appointments establishing a quorum are scheduled for review by the City Council on 3/17/2026.

Next Steps

1. Establish monthly meetings with the library board.
   - Pending: Tentatively set to begin April 2026
2. Approve library policies as they are updated to have current policies that are relevant to current library practices.
3. Once board is established, additional goals will be created by the board for 2026-2027.
4. Focuses on recommending policies and programs related to public libraries to the city council, and representing the needs and views of the community to the library staff and city council.

Nonprofit Partner

The Friends of the Oxnard Public Library are a long-standing nonprofit partner that raises money, builds community support, and enhances programs and services across all three Oxnard library branches. They operate independently from the City but exist solely to strengthen the library's impact.

- Host book sales and fundraising events.
- Operate the Friends Books & Things Gift Shop.
- Promote community awareness of the library.
- Fundraisers go toward library programs and materials.

Toppers Fundraiser! @ 111 E Gonzales Rd

April 24th from 3:30 - 9:00

20% goes to the Library

CIRCULATION

Circulation provides check-in and check-out services for library materials, manages shelving and maintenance of the collection, and serves as the primary point of contact for patrons entering the library.



INFORMATION/REFERENCE & PROGRAMMING

Information/Reference (I/R) staff provide assistance and guidance with reference and research inquiries, reader's advisory services, and digital literacy support to help patrons access and navigate information resources.

Programming provides a variety of opportunities for community members to engage with one another and the library through educational, social-emotional, literary, artistic, and entertaining events, clubs, and classes.

TECHNICAL SERVICES

Technical Services is responsible for processing all new materials entering the library system, repairing damaged items, and maintaining metadata, the online catalog, and other catalog records. Located at the Main Library, Technical Services supports operations and collections management for all three library locations.



BRANCHES

Branch locations allow the library to reach residents across different parts of Oxnard. Each branch serves as a community hub that provides books, digital resources, educational programs, technology access, and safe public spaces for learning and gathering. By distributing these services geographically, the library system reduces barriers such as transportation, time, and cost.



OXNARD PUBLIC LIBRARY - SERVICES SNAPSHOT



SNAPSHOT

- 81,884 registered library card holders
- Circulation of 218,000 items
- Average of 800 people / day
- Average of 15 programs / week
- Average of 33 attendance / program*
  - average attendance per program type varies widely
- Average of 100 patrons use the seed library / day
- 5,065 volunteers hours in 2025
- Study rooms had 6,214 uses
- Collection stats

OXNARD SPECIAL POPULATIONS

- Chill, Color, & Craft
- Puzzles and Play

EARLY CHILDHOOD

- Storytimes
- Bilingual Storytime
- Art and Craft Programs

TEENS

- Art and Craft Programs
- Gardening
- STEM Programs
- Teen Advisory Council







ADULTS

- Art and Craft Programs
- Senior Socials
- Tiny Art Club
- Gardening
- Guest Speakers

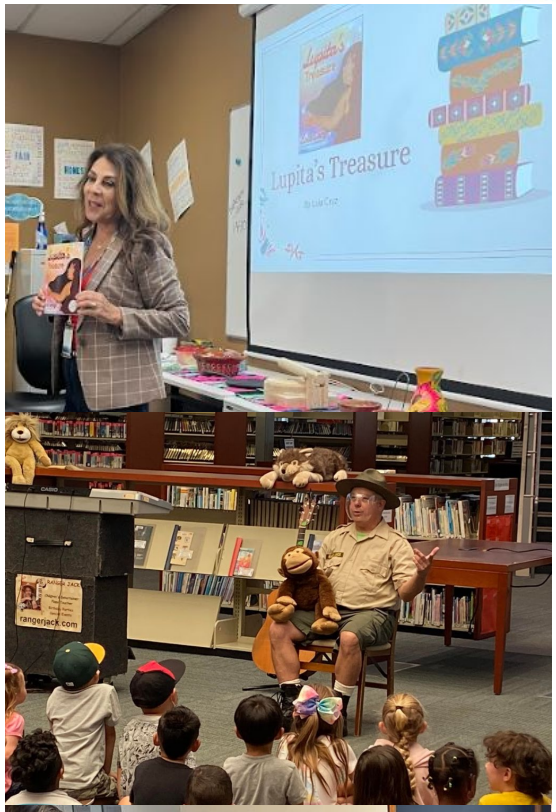
ALL AGES

Literacy

- Let's Talk Tech
- Cyber Seniors
- English Conversation Group
- ESL Tutoring Program
- Reading Literacy Tutoring
- Financial Literacy

Books & Authors

- Open Mic Night
- Writer's Group
- 4 Book Clubs
- Author Talks





2025 EVENTS

- **March**: 1st Annual Garden Fest
  - Kick off for the Native Learning Garden
- **April**: Annual Local Author Showcase
  - 20 local authors
  - Author panel session
  - Local author networking opportunities
- **June**: Minicon
  - 1000 participants
  - Cosplay panel sessions
  - Vendors, booths, and tables
  - Costume contest
- **Summer**: Annual Summer Reading Program
  - Participations increased by 54% from previous year
  - 4,116 reading prizes given out
  - 85 programs / 5812 attended
- **October**: 3rd Annual Haunted Library
  - 1300 participants
  - SOC Block party and Halloween float







PARTNERSHIPS

- 3C-REN
- Audubon Society
- Autism Learning Centers
- California State Library
- Congresswoman Brownley
- Cyber Seniors
- Family Place
- First 5
- Fish and Wildlife
- Friends of Fieldworkers
- Friends of the Library
- Laubach Literacy
- Managed Career Solutions
- Many Mansions
- Mercy House
- Mini Nature Reserve
- Oxnard Adult Schools
- Southern California Library Consortium
- UC Master Gardeners of Ventura County
- Ventura County Library
- Ventura County Office of Education
- Ventura County Workforce Development Board

SPACE DESIGN

Space design is where the public will begin to experience the updates that are being made. This will be seen through a strong well-maintained collection, having spaces set up for different types of use throughout the library, accessibility to ensure easy of use for all, and a design set up with safety in mind.

- Removing old, out of date, or uncirculated items.
- Remove excess shelving to open up space.
- Conversation areas throughout building.
- Accessibility projects.
- Creating a makerspace.
- Removing shelving sections that limit sight lines.

SAFETY MEASURES

- Installed bubble mirrors to sightlines.
- Narcan Dispensers added at Main.
- Introduced Walkie Talkies and codes to staff.
- Redesigned help desk for better security and customer service.
- Removing shelving that impede sightlines.

OXNARD PUBLIC LIBRARY - SAFETY & SECURITY

SECURITY

- City Council previously approved FTE security monitor at SOBL and additional hours of guard coverage at Main Library
- Established monthly in-person meetings with PSC (City's Contracted Security Service) to review incidents.
- Established weekly meetings between PSC, SOBL's Security Monitor, and the Library Services Supervisor to review incidents.
- New security contract will be providing de-escalation and other training to library guards.

MEETINGS WITH

- Beat Coordinators for Colonia, South Oxnard, and Main areas individually
- Community Actions, Many Mansions Housing
- Mercy House
- OPD
- Rick Jenkins (Safer Libraries Consultant
- Southern California Library Cooperative

OXNARD PUBLIC LIBRARY - SAFETY & SECURITY

STAFF DEVELOPMENT/SUPPORT

- Assigned Library Services Supervisor job duties of overseeing building and security to ensure closer attention and collaboration is made with library staff, patrons, and PSC.
- Staff attended Safe and Compassionate Libraries Training, which was followed by additional safety-sessions that included:
  - Hosted De-escalation Training by Rick Jenkins (Safer Libraries Consultant) at Main Library and SOBL Facility Assessment .
  - Delivered Safe and Compassionate Libraries to the OPL Team.
  - Hosted consultant Rick Jenkins Q & A and Main Facility Assessment.
- Presentation by Ventura County Behavioral Health - Logrando Bienestar Program .
- *Staff session at All Hands Meeting discussing and training over library security for staff and de-escalation techniques.*

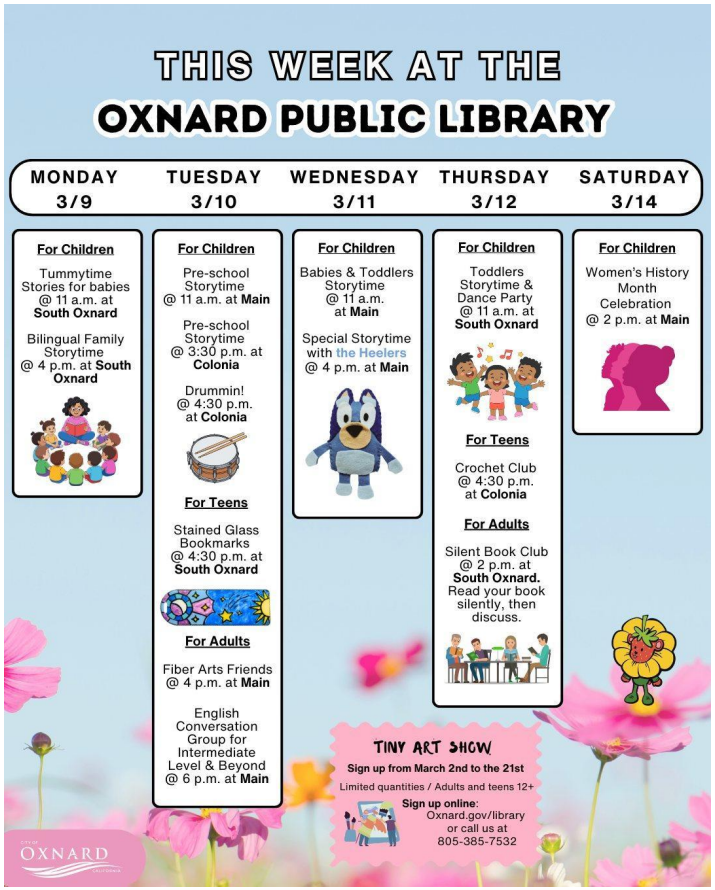
NETWORK REFRESH

- Launched including security cameras

TECHNOLOGY REFRESH UPDATE

- Carson Block Consulting - Design
  - Assessment of current system
  - Recommendation on project prioritization
  - So Far:
    - New Firewalls
    - New Wireless Access Points
    - New filtering
    - Assessment phase complete
    - Recommendation phase and final reports in Q2
- Next Steps – Build Phase
  - Replace hardware
  - Replace integrated library software and patron management software
  - Apply for eRate for IT projects
  - Replace library hardware such as security gates and RFID

OXNARD PUBLIC LIBRARY - QUESTIONS?





@oxnardlibrary

@Oxnard Public Library

CITY OF
OXNARD
CALIFORNIA

THANK YOU

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. D.2

DATE: April 7, 2026

TO: City Council

FROM: Brenda Lopez, Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Downtown Oxnard Improvement Association Annual Report.

RECOMMENDATION

That the City Council receive and file the Fiscal Year 2024-25 Annual Report on the Oxnard Downtown Management District.

(This item did not originate in Committee.)

(Presentation will be live from Executive Director, Abel Magana, of the Downtown Oxnard Improvement Association)

BACKGROUND

In 2001 the City Council of the City of Oxnard established the downtown property-based business improvement district named the Oxnard Downtown Management District (District). Owners of real property within the District boundaries are assessed based on the size of their land, building square footage, and sidewalk frontage. The District encompasses thirty-two city blocks in downtown Oxnard. The District has been renewed five times, most recently in July 2024 and is currently authorized until December 2029.

On November 2, 2020, the Oxnard Downtown Management District became a 501(c)(3), a public benefit nonprofit corporation incorporated as the Downtown Oxnard Improvement Association ("DOIA"). On May 4, 2021, the City of Oxnard entered into a Management and Disbursement Agreement ("Agreement") with DOIA who administers the assessment funds collected. The purpose of this Agreement is to establish the contractual relationship between the City and DOIA and each of the parties' responsibilities. The City of Oxnard serves as the pass-through agency to collect the assessments, holds a seat on the Board of Directors, pays into the District based on the properties owned by the City, and works closely with DOIA to enhance and revitalize the Oxnard downtown.

On July 2, 2024, a five-year Management District Plan was adopted concurrently with the renewal of the business improvement district. The Plan became effective on January 1, 2025 for a five year term, which ends on December 31, 2029. The plan allocates the budget among four program areas: Administration, Civil Sidewalks, District Identity, and Land Use. While day-to-day operations are completed by the DOIA staff, the volunteer board of directors provide guidance and oversight.

This year's annual update highlights the accomplishments of the District's 2024-2025 Fiscal Year that ran from December 1, 2024 through November 30, 2025. The 2026 Annual Work Plan and Budget was adopted by the City Council on October 21, 2025.

The 2024-2025 Fiscal Year operated under the direction of a board of directors composed of a variety of stakeholders including property owners, developers, non-profits, interested community members, and City of Oxnard leadership. This larger board facilitated a four-committee structure to achieve tangible objectives.

The FY 24-25 Board of Directors included:

1. Angela Whitecomb, Chairwoman, John Pence Building
2. Mark Spellman, Vice Chairman, Lazer Media
3. Kimberly Vazquez, Treasurer, Cova Realty
4. Lorenzo Castillo, Secretary, Exit Castillo Realty
5. Ashley Golden, City of Oxnard
6. Gary Blum, Community Member
7. Michael Darden Ventura County Rescue Mission
8. Serena Gonzalez, Community Member
9. Rex Levi, RE Broker
10. Tiffany Lopez, Dr. Manual Lopez Family Trust
11. Priti Patel, City Center Motel
12. Ozzie Lopez, Casa Lopez

In Fiscal Year 2024-25, DOIA collected $590,127.78 through property-based assessments and $17,727.00 in non-assessment revenue, bringing the sum of this fiscal year revenue to $607,854.78. Additionally, DOIA received one time American Rescue Plan Act (APRA) funding of $93,729.15 for specific procurements, bringing the total revenue for 2025 to $701,583.93. The revenue was used to fund special benefits, defined in the California State Constitution as "benefits over and above the general benefits conferred on real property located in the district boundaries or to the public at large."

In accordance with the approved Management District Plan, DOIA delivered services across four major program areas. Below is a summary of the budget that was allocated to each program area and a brief description. For more information on the year 2025 accomplishments in each area, please refer to Attachment 1.

Administration (Board Chair: Angela Whitecomb) Budget: $170,106
This committee oversaw staff and administration, corporate finances, contracts, insurance, budget preparation, fund development, board agendas, advocacy, outreach, bylaws and policies, government and community relations, and Board elections. The Administration team also worked on annual reports and presentations to the City of Oxnard.

Civil Sidewalks (Committee Chair: Ozzie Lopez) Budget: $348,500
This committee ensured properties within the district boundaries were "Clean and Safe". The budget allocation for civil sidewalks reflected the largest portion of the DOIA budget and showed that maintaining an environment fostering business and community activation in the downtown is a priority. The Civil Sidewalks Committee oversaw the contract with District Maintenance Services to provide daily cleaning of public spaces. Their services included sidewalk sweeping, steam cleaning, maintaining sidewalk planters, graffiti abatement and visitor assistance. In 2025, approximately 2,271 miles in clean up were covered, 117,402 pounds of litter picked up and over 2,395 tags, graffiti and stickers were removed.

In collaboration with the Oxnard Police Department, the committee also oversaw the contract with Professional Security Consultants, the security guard service that patrols the area within the district boundaries daily. Their services included truck and bike patrols, reporting suspicious activity, assisting with traffic control, visitor assistance, managing vagrancy issues, and reporting street light outages. In 2025, approximately 2,129 incidents were dispatched, over 1,956 calls of service were responded to and 438 streetlight outage and repair reports were submitted.

District Identity and Placemaking (Committee Chair: Gary Blum) Budget: $88,695
This committee focused on enhancing downtown Oxnard's brand, improving public perception, and positioning the downtown area within the district boundaries as a regional business and cultural attraction. The committee accomplished this by marketing and promoting positive activities and events downtown.

Additionally, this committee oversaw marketing for DOIA. In 2025, social media reach increased 164% from the prior year, including 15% more Instagram followers, and an 85% increase in active website users.

Land Use (Committee Chair: Serena Gonzalez) No Budget Allocation
This committee researched and advocated on issues including parking, transportation, mobility, planning, zoning, regional public transportation, merchant diversity and business recruitment.

Although the Land Use Committee has no budget allocation, it plays an integral part in DOIA's mission given the need to increase housing density within the boundaries of the district and its immediate trade area, thereby providing a customer base for downtown businesses. Every economic study emphasizes the need for more housing in order to drive demand for retail and facilitate business attraction.

In 2025, DOIA engaged with Retail Strategies, using American Rescue Plan Act (ARPA) funding. This effort is currently ongoing and is focused on revitalization planning with an emphasis on real estate and retail development in the downtown area. Once complete, the deliverable will be a three-year downtown revitalization action plan designed for DOIA to implement with current resources.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, inviting new business investments, and targeting site-based redevelopment opportunities.

FINANCIAL IMPACT

As a property owner within the District, the City contributed $156,052.78 to the District in FY 24-25, making up approximately 22% of the overall DOIA total budget ($701,583.93).

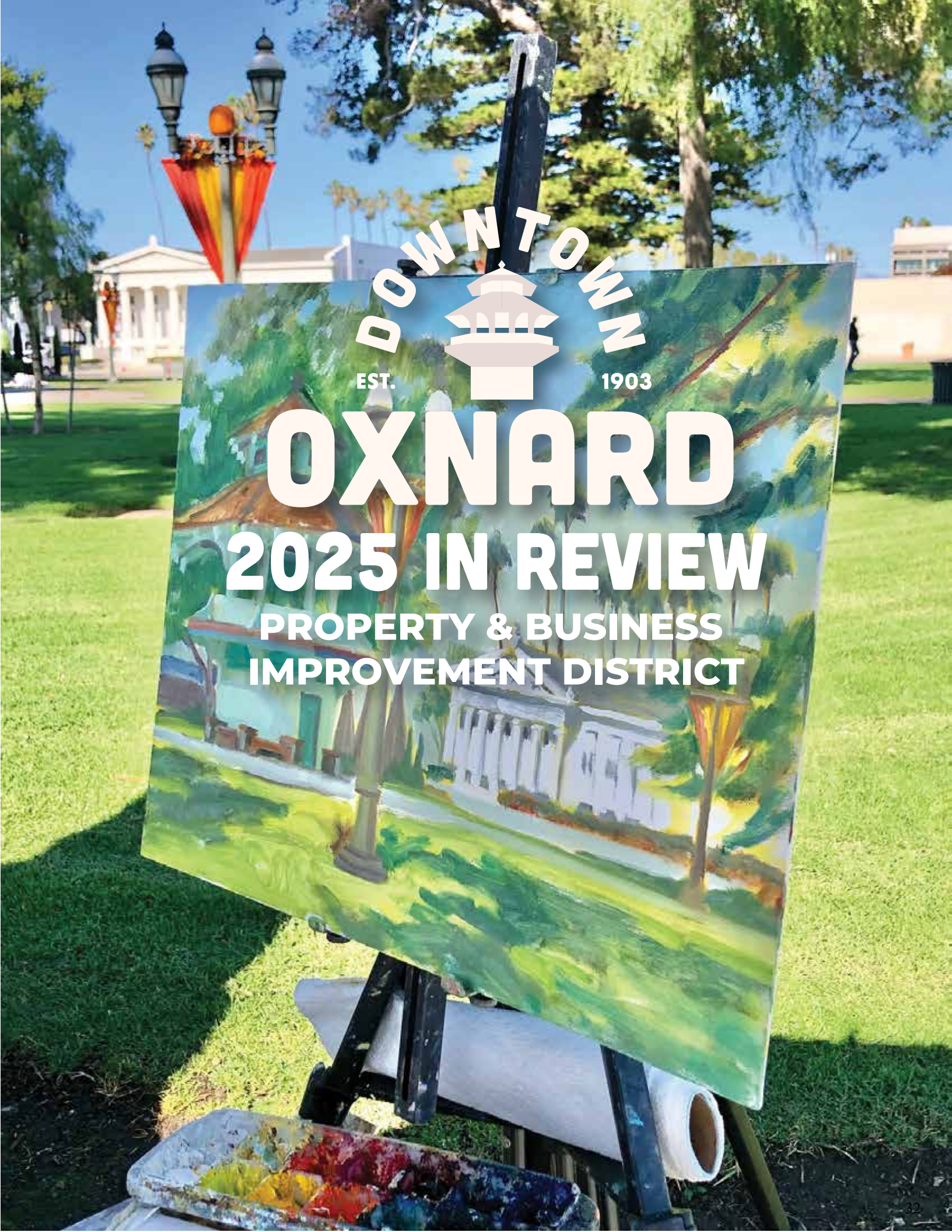
COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1 - 2025 DOIA Annual Report
2. Attachment 2 - DOIA Presentation


DOWNTOWN
EST. 1903
OXNARD
2025 IN REVIEW
PROPERTY & BUSINESS
IMPROVEMENT DISTRICT



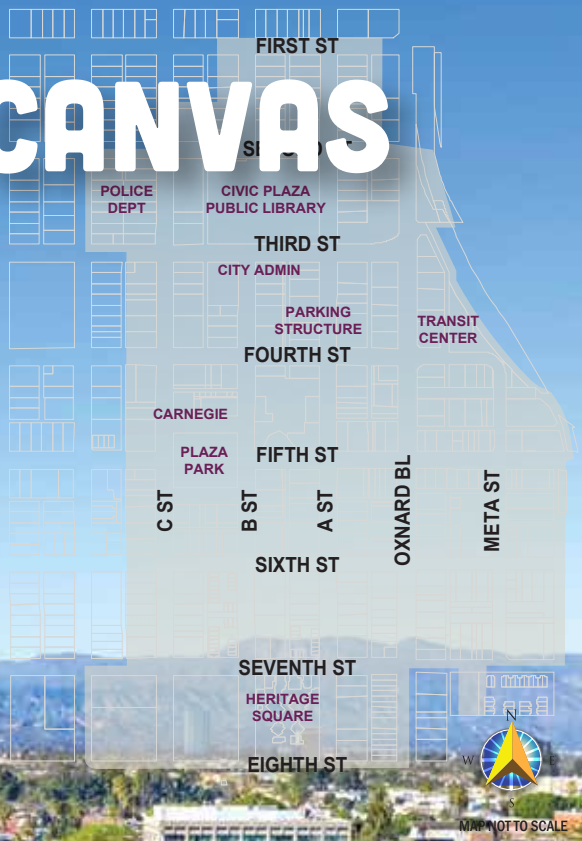
ROOTS, RAIN, REVIVAL

Downtown is where the city is rooted. Its stories are like seeds in the soil — merchants, families, and artists drawing energy from a rich heritage to push forward a bright future. Through hard rains, the people and place persevered.

Downtown is rising again in a vibrant superbloom, like poppies flourishing in the toughest terrain; brilliant, resilient, and undeniable, we prove that beauty does not wait for perfect conditions, it blooms boldly where it is planted.

THE DISTRICT CANVAS

- 32 CITY BLOCKS
- 432 PARCELS
- 213 PROPERTY OWNERS
- 325+ MERCHANTS
- THE "WALKABLE DOWNTOWN"



FROM THE DOIA LEADERSHIP

Downtown Oxnard's growing reputation as a center of creativity, entrepreneurship, and shared public life reflects years of collective effort and vision.

This momentum is the result of more than murals and events. It reflects daily stewardship, long-term investment, and the commitment of property owners, merchants, artists, and residents who see Downtown as the Heart of the City.

Over the past year, we strengthened our clean and safe operations, expanded public art, supported emerging creative businesses, and deepened partnerships with the City, Police Department, and community organizations. Together, these efforts lay the foundation for Downtown Oxnard's emergence as a cultural destination.

By investing in arts, culture, and public life, we are positioning Downtown to attract new resources, programming, visitors, and creative partnerships that will strengthen our local economy.

Downtown Oxnard is evolving into a place where culture drives economic vitality. Thank you to our Board, stakeholders, partners, and community members who continue to build this future together.

Angela Whitecomb
Board Chair

Abel Ramirez Magana
Executive Director

ORGANIZATION

- DOIA IS A 501C3 PUBLIC BENEFIT NON-PROFIT ORGANIZATION
- GOVERNED BY A BOARD OF INVESTED OWNERS & COMMUNITY
- 2 STAFF PERSONS



ANGELA WHITECOMB
JOHN PENCE BLDG



OZZIE LOPEZ
CASA LOPEZ



LORENZO CASTILLO
EXIT CASTILLO REALTY



MARK SPELLMAN
LAZER MEDIA



GARY BLUM
HERITAGE SQUARE



MICHAEL DARDEN
VC RESCUE MISSION



ASHLEY GOLDEN
CITY OF OXNARD



REX LEVI
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TIFFANY LOPEZ
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PRITI PATEL
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SERENA SORIANO
COMMUNITY MEMBER



KIMBERLY VAZQUEZ
COVA REALTY



ABEL RAMIREZ MAGANA
EXECUTIVE DIRECTOR



SARAH MORALES
PROGRAM COORDINATOR

- BI-MONTHLY MERCHANT CAFE HOUR
- SEMI-ANNUAL MERCHANT MIXERS
- EXECUTED 3 RFPS FOR DISTRICT SERVICES
- CIVIC MEETING PARTICIPATION & ADVOCACY

KEY ALLIANCES

CITY OF OXNARD CALIFORNIA

West Ventura County Business Alliance

The Port of Hueneme Oxnard Harbor District

VISIT OXNARD CA

OXNARD PERFORMING ARTS CENTER NON-PROFIT

MiniNature Reserve

OXNARD DOWNTOWNERS

IDA INSPIRED LEADERS SHAPING CITIES

OC

50+
BOARD & COMMITTEE MEETINGS HELD

300+
HOURS OF VOLUNTEER SERVICE

PLAN

DEVELOPS AND OVERSEES ANNUAL BUDGET WORKPLAN



DISTRICT MAINTENANCE

Cleaning Ambassadors pick up thousands of pounds of trash per year, power wash walkways, and give assistance to merchants, visitors, & all in need. This work goes beyond the basic to present a welcoming place where commerce and community can thrive.

2,271
MILES COVERED

117,402 LBS
LITTER PICKED UP

2,395
TAGS GRAFFITI & STICKERS REMOVED

145
BLOCKS PRESSURE WASHED

197
ENCAMPMENTS CLEARED

113
VISITOR DIRECTIONS PROVIDED

7-DAYS/WEEK, 7AM-3:30PM

DISTRICT SAFETY



2,129
TRESPASSING, ANTI-SOCIAL INCIDENTS DISPATCHED

1,956 HOURS
SECURITY PATROLS

1,032 CALLS FOR SERVICE RESPONDED TO

438
STREETLIGHT OUTAGE & REPAIR REPORTS

7-DAYS/WEEK, 7AM-11PM

MARKETING

Marketing focused on presenting a visual identity reflected in authenticity, culture, and activity. The most engaging content highlights community-centered experiences — events, food, and nighttime ambiance — to reshape public perception of Downtown as a vibrant and welcoming destination.

1,364,000 ↑164%
REACHED ACROSS SOCIAL MEDIA

16,300 ↑ 15%
INSTAGRAM FOLLOWERS

10,376 ↑ 5.5%
FACEBOOK FANS

29,000 ↑ 85%
ACTIVE WEBSITE USERS

30,000
EMAILS DELIVERED

37%
AVG READ RATE



REDESIGNED WEBSITE



NEW VISITOR GUIDE AD

PLACEMAKING

Transforms physical locations into vibrant, inclusive, and meaningful places that foster social interaction and reflect local culture.



10,000+
SPECIAL EVENTS ATTENDEES

100+
STREET LAMPS DECORATED FOR HOLIDAYS & CIVIC PRIDE

12 PUBLIC ART PROJECTS COMMISSIONED

4 ART SHOWS HOSTED

162
PLANTERS TENDED

PLACEMAKING



CONTINUED "CULTURAL CONNECTIONS" UTILITY BOX ART PROGRAM



TRANSFORMED 11 OLD PAYPHONES INTO AMAZING STREET ART



CREATED NEW "DISNEYLAND-STYLE" POLE DECOR FOR PLAZA PARK



PRODUCED BLOCKBUSTER PARTY FOR CENTENNIAL PLAZA'S 20TH ANNIVERSARY



HOSTED CREATIVE WORKSHOPS IN NEW DOIA GALLERY SPACE



ORGANIZED ANNUAL HALLOWEEN HAUNT IN THE PARK FAMILY EVENT

BUSINESS CREATION

- CHAPTER 30 CREATIVE STUDIOS
- CASILLAS MARTIAL ARTS
- THE BLVD BARBERSHOP
- 3RL TATTOO STUDIO
- CAL PRESTIGE
- 805 SALON SUITES









retail strategies

In 2025, DOIA engaged with Retail Strategies, a leading national firm in downtown revitalization planning focused on real estate and retail.

The deliverable: a 3-year action plan expressly designed for DOIA to implement with its current resources.

LAND USE

- North Plaza mixed-used project pending
- Demolition of the former CET campus clears the way for 175 apartments expected in 2026
- Casa de Carmen opened
- DOIA participated in Choice Neighborhoods and the 4th Street Mobility projects
- DOIA is researching strategies for re-adaptive uses of former automotive shops on the Blvd

700+
HOUSING UNITS PROPOSED




TO THE PERSON
BEHIND ME:
YOU ARE
AMAZING,
BEAUTIFUL AND
ENOUGH.
Remember That.

DOWNTOWN

EST. 1903

OXNARD

2025 IN REVIEW

PROPERTY & BUSINESS IMPROVEMENT DISTRICT



ROOTS, RAIN, REVIVAL

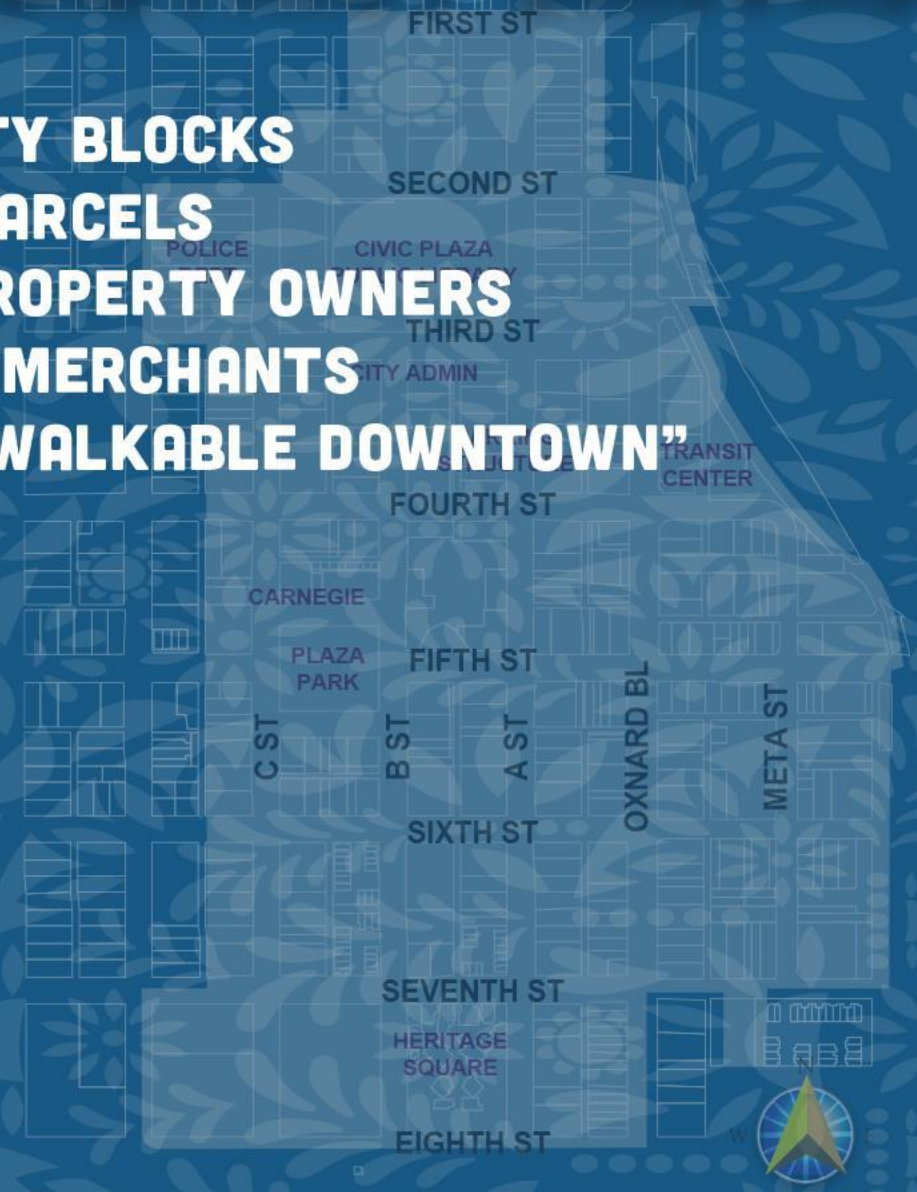
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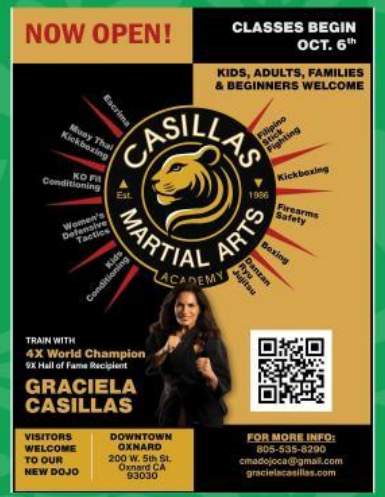
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NEW FOR 2025
HOLIDAY ORNAMENTS POLE WRAPS

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MiniNature Reserve

The Port OF Hueneme
Oxnard Harbor District



CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: April 7, 2026

TO: City Council

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

SUBJECT: Approval of Oxnard City Council Minutes.

RECOMMENDATION

That the City Council approve the regular meeting minutes of March 17, 2026.

BACKGROUND

Approval of minutes.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. City Council minutes of March 17, 2026

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
March 17, 2026

A. ROLL CALL, POSTING OF AGENDA

At 4:30 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Bert E. Perello, Michaela Perez, Aaron Starr, Gabriel Teran and Luis A. Mc Arthur were present. Councilwoman Gabriela Basua and Gabriela Rodriguez were absent. The City Clerk stated that the agenda was posted on Thursday, March 5, 2026, and the amended agenda on Wednesday, March 11, 2026 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager, Stephen Fischer, City Attorney; Michael Wolfe, Public Works Director and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. The City Attorney announced that Councilwoman Gabriela Basua was absent and would be recusing herself from this item due to a conflict of interest pursuant to Government Code Section 87100. At 4:32 p.m., the City Council recessed into a closed session.

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section
54956.9(d)(1))
Name of case: City of Oxnard v. Port Hueneme Water Agency (Arbitration Proceeding)
Legislative Body: City Council

At 5:20 p.m., the City Council reconvened in an open session in the Council Chambers. The City Attorney announced that there are no reportable action out of closed session.

At 5:33 p.m., Councilwoman Gabriela Basua was present.

D. APPOINTMENT ITEMS (5:00 PM)

2. Public Works Department
SUBJECT: United Water Conservation District Santa Felicia Dam Safety Project Update.
RECOMMENDATION: That the City Council:

1. Receive and file an update regarding the United Water Conservations District's Santa Felicia Safety Project; and
2. Authorize the Mayor to sign the attached letter of support for the Santa Felicia Dam Safety Improvement Project.

(Live presentation by United Water Conservation District staff.)

(This item did not originate in committee.)

The Public Works Director introduced Assistant General Manager Dr. Maryam Bral of the United Water Conservation District, who presented and discussed the benefits of this unique regional project and its importance to all residents in Ventura County.

Discussion ensued among the Council and Dr. Bral. No public comments were received.

1. SUBJECT: Presentation by Interface Children & Family Services on 211 Services.

Gerardo Gonzalez, Community Information Associate Director with Interface Children & Family Services presented and discussed the services that are available to Oxnard residents.

Discussion ensued among the Council and Mr. Gonzalez. No public comments were received.

E. OPENING CEREMONIES (6:00 PM)

At 6:09 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council concurrently with the Oxnard Housing Authority in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Bert E. Perello, Michaela Perez, Aaron Starr, Gabriel Teran and Mayor Luis A. Mc Arthur were present. Councilwoman Gabriela Rodriguez was absent. The City Clerk stated that the agenda was posted on Thursday, March 5, 2026, and the amended agenda on Wednesday, March 11, 2026 at the Library, City Hall kiosk, City Administrative Offices and on the website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Santino Enrique Preciado II, a student at Pacifica High School. Mayor Mc Arthur called for a moment of silence in recognition of the ongoing conflicts around the world.

Staff members present were Alexander Nguyen, City Manager, Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager, Stephen Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Elle McCarron, Assistant City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Michael Wolfe, Public Works Director; Jan Hauser, Wastewater Division Manager; Brenda Lopez, Housing Director and Lourdes A. López, City Clerk.

The City Clerk announced that Agenda Item Nos. F-1 and L-9 are being removed from the agenda.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating March 31, 2026 as "Cesar E. Chavez Day." – removed from the agenda.

2. SUBJECT: Presentation of a Proclamation Designating March 2026 as "Women's History Month."

   Councilwoman Bausa read the proclamation and presented to Co-Presidents Cheryl Collart and Kathy Morgan who thanked the City Council for the recognition.

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

Public comments were received from Deirdre Frank; Josie Mendez, Pam Hogarth, Angela DeCicco, Hillary Rushing, Jeanette, Pedro Toscano, Steven Nash, Doug Partello, Sarah Wilczewski, Eduardo Huerta, Larry Stein, Greg Runyon, Ronald Arruejo, Arthur Munoz, Larry Barbarine, JR Ruiz and Manuel Herrera. Written comments were received from Steven Nash.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department
   SUBJECT: City Manager’s Corner: updates, announcements, clarifications, and local government fun facts on occasional Tuesdays.

   The City Manager commented on St. Patrick’s Day.

2. City Manager Department
   SUBJECT: Receive an update on the Whistleblower Program item from the January 27, 2026 Finance & Governance Committee regarding the specific allegation that a city employee committed theft.

RECOMMENDATION: That the City Council receive an update on the Whistleblower Program item from the January 27, 2026 Finance & Governance Committee regarding the specific allegation that a city employee committed theft.

(This item did not originate in Committee.)

Public comments were received from Blair Brim, Eric Andrist (video), Alicia Percell, Eduardo Huerta and Doug Partello.

The City Manager and Assistant City Manager Sonstegard presented and were available to answer questions. Discussion ensued among the City Manager and the Council. No action was required. It was a receive and file.

I. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

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

Councilwoman Perez directed staff to review options for strengthening anti-fraud measures in public projects, as requested by the Carpenters during items not on the agenda.

1. City Clerk Department
SUBJECT: Appointment of Members to Serve on the City's Citizen Advisory Group (CAGs) Boards and Committees.
RECOMMENDATION: That the Mayor, with the approval of the City Council, make the following appointments:

    1. To Measure O Citizen Oversight Committee: Alfonso Arroyo (neighborhood representative);
    2. To Mobile Home Park Rent Review Board: Luis Armando Salazar (at-large);
    3. To Parks, Recreation and Community Services Commission: Alfonso Arroyo (at-large);
    4. To Planning Commission: Edgar Fraire (at-large);
    5. To Senior Services Commission: Maria Magdalena Tapia (at-large); and
    6. To Library Board: Sahara Pena, Thomas Christian Nielsen, Michelle D. Robledo-Canchola, Esthela Cazares, and Emily D. Ramsey (at-large);

(This item did not originate in Committee.)

Public comments were received from Larry Stein and Ronald Arruejo.

It was moved by Mayor Mc Arthur, seconded by Mayor Pro Tem Teran, to approve the appointments as presented. VOTE: Perello, Perez, Starr, Teran, Basua and Mc

Arthur voted in favor; the motion carried 6-0. Councilwoman Rodriguez was absent.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item L-9 was removed from the agenda.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Larry Stein.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Oxnard City Council Minutes.
RECOMMENDATION: That the City Council approve the regular meeting minutes of March 3, 2026.

3. Community Development Department
SUBJECT: City of Oxnard 2025 General Plan Annual Progress Report.
RECOMMENDATION: That the Oxnard City Council receive and file the City of Oxnard 2025 General Plan and Housing Element Annual Progress Report.

(This item did not originate in Committee.)

4. Cultural & Community Services Department
SUBJECT: First Amendment to the Agreement with the Ventura County Area Agency on Aging for the Senior Nutrition Program.
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a First Amendment to the Agreement with the County of Ventura (A-8595) for the Senior Nutrition Program Grant to increase the agreement amount by $40,000, resulting in a total agreement amount of $460,000, with no additional City match; and

2. Approve a budget appropriation recognizing $40,000 of additional FY 2025-26 Federal Grants (Fund 200) revenue and expenditure.

(This item did not originate in Committee.)

5. Cultural & Community Services Department
SUBJECT: First Amendment to the Agreement with Azul Foundation for the Senior Nutrition Program Meals.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to the Agreement with the Azul Foundation (32500510) to increase the agreement amount by $130,000, resulting in a total agreement amount of $350,000, to purchase meals for the Senior Nutrition Program.

(This item did not originate in Committee.)

6. Finance Department
SUBJECT: Monthly Report of Accounting of All Receipts, Disbursements and Fund Balances & List of City Manager-approved contracts.
RECOMMENDATION: That the City Council:

1. Receive and file the report and accounting of all receipts, disbursements and fund balances for the month of January 2026; and
2. Receive and file the list of City Manager-approved contracts for the month of January 2026.

(This item did not originate in Committee.)

7. Housing Department
SUBJECT: Resolution Commending Cynthia Daniels.
RECOMMENDATION: That the City Council adopt **Resolution No. 16,026** commending Cynthia Daniels for over six years of dedicated service to the Mobile Home Rent Review Board.

(This item did not originate in Committee.)

8. Housing Department
SUBJECT: Resolution Commending Martin Lee Remmen.
RECOMMENDATION: That the City Council adopt **Resolution No. 16,027** commending Martin Lee Remmen for over six years of dedicated volunteer service on the Mobile Home Rent Review Board.

(This item did not originate in Committee.)

9. Information Technology Department
SUBJECT: IT Position Reclassification
RECOMMENDATION: That the City Council adopt a resolution to amend Resolution No. 15,885 to reclassify six existing full time equivalent positions in City service effective March 17, 2026 in accordance with the operating and capital budget for the 2025-2026 fiscal year.

(This item did not originate in Committee.) **note:** item removed from the agenda.

10. Public Works Department
SUBJECT: Agreement 32600325 with Auto Body International, Inc. for Light and Medium Duty Paint and Body.
RECOMMENDATION: That the City Council approve and authorize an Agreement with Auto Body International, Inc. in an amount not to exceed $1,500,000 for an initial term of one year from March 23, 2026, to March 22, 2027, with the option for four consecutive one-year period extensions ending March 22, 2031, for light and medium duty paint and body work.

(Public Works and Transportation Committee approved 3-0 on February 24, 2026.)

11. Public Works Department
SUBJECT: Agreement 32600348 with Downstream Services, Inc. for Stormwater Filter Replacement and Maintenance Services, Specification No. PW 26-59.
RECOMMENDATION: That the City Council approve and authorize an Agreement with Downstream Services, Inc. in the amount not to exceed $1,250,000 for an initial term of one year from March 20, 2026 to March 19, 2027, with the option for four consecutive one-year period extensions ending March 19, 2031, for stormwater filter replacement and maintenance services.

(Public Works and Transportation Committee approved 3-0 on February 24, 2026.)

Consent Item Nos. L-1, L-3, L-5, L-6, L-7, L-8, L-10 and L-11
It was moved by Councilman Starr, seconded by Councilwoman Perez, to approve the Information/Consent Items as presented. VOTE: Perez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; the motion carried 6-0. Councilwoman Rodriguez was absent.

Consent Item No. L-4
It was moved by Councilman Starr, seconded by Mayor Mc Arthur, to approve the Information/Consent Item No. L-4 as presented. VOTE: Starr, Basua, Perello, Perez and Mc Arthur voted in favor; the motion carried 5-0-1-1. Mayor Pro Tem recused himself due to a potential remote conflict of interest arising from professional work that he does for the County of Ventura. Councilwoman Rodriguez was absent.

Consent Item No. L-2*
*Consent Item L-2 will be listed in the Oxnard Housing Authority minutes.

Consent Item No. L-9*
*Consent Item L-9 was removed from the agenda.

M. PUBLIC HEARINGS

1. Housing Department*
*Public Hearing Item No. M-1 will be listed in the Oxnard Housing Authority minutes.

OXNARD HOUSING AUTHORITY

At 9:01 p.m., the joint meeting with the Oxnard Housing Authority concluded.

2. Housing Department
SUBJECT: Ninth Amendment to the FY 2020-21 Annual Action Plan for CARES Act Funds (Substantial).
RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the Ninth Amendment to the FY 2020/21 Annual Action Plan for CARES Act Funds (Substantial);
2. Approve the Ninth Amendment to the FY 2020/21 Annual Action Plan (Substantial) recommending use of a special allocation of Community Development Block Grant (CDBG) funds under the CARES Act for two new public service programs to prepare, prevent, and respond to the ongoing effects of the COVID-19 pandemic;
3. Authorize the City Manager, or his designees, to incorporate the amended CDBG funds under the CARES Act grant allocations into the FY 2020/21 Annual Action Plan and authorize any necessary budget appropriations and corresponding revenue recognition in CDBG funding (Fund 201) for the project;
4. Authorize the City Manager, or his designees, to execute the required documents for the submission of the amended FY 2020/21 Annual Action Plan;
5. Receive and file any comments made during the 30-day public comment period or made in person at the public hearing with the Amendment; and
6. Authorize the City Manager, or his designees, to execute agreements and sign all agreements for the implementation of the Annual Action Plan amendment including subrecipient and interdepartmental agreements.

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication published in Vida Newspaper on February 12, 2026 and stated there were no written communications received on this item that have been previously provided to the City Council.

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

The Housing Director presented and was available to answer questions. Discussion ensued among the Council and staff.

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

No public comments were received.

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

Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve the recommended action. VOTE: Teran, Basua, Perello, Perez, Starr and Mc Arthur voted in favor; the motion carried 6-0. Councilwoman Rodriguez was absent.

3. Housing Department

SUBJECT: Second Amendment to the FY 2025-26 Annual Action Plan (Substantial).

RECOMMENDATION: That the City Council:

1. Conduct a public hearing regarding the Second Amendment to the FY 2025-26 Annual Action Plan (Substantial);
2. Approve the Second Amendment to the FY 2025-26 Annual Action Plan (Substantial) recommending use of Community Development Block Grant (CDBG) funds for public infrastructure improvements;
3. Authorize the City Manager or his designees, to incorporate the amended grant allocations into the FY 2025-26 Annual Action Plan and authorize any necessary budget appropriations and corresponding revenue recognition in CDBG funding (Fund 201) for the project;
4. Authorize the City Manager, or his designees, to execute the required documents for the submission of the amended FY 2025-26 Annual Action Plan;
5. Receive and file any comments made during the 30-day public comment period and made in person at the public hearing with the Amendment; and
6. Authorize the City Manager, or his designees, to execute all agreements for the implementation of the Annual Action Plan amendment including subrecipient and interdepartmental agreements.

(This item did not originate in Committee.)

The City Clerk announced the affidavit of publication published in Vida Newspaper

on February 12, 2026 and stated there were no written communications received on this item that have been previously provided to the City Council.

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

The Housing Director and Public Works Director presented and were available to answer questions. Discussion ensued among the Council and staff.

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

Public comments were received from Eduardo Huerta.

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

Discussion ensued among the Council and staff.

It was moved by Councilwoman Perez, seconded by Mayor Pro Tem Teran, to approve the recommended action. VOTE: Teran, Basua, Perello, Perez, Rodriguez, Starr and Mc Arthur voted in favor; the motion carried 6-0. Councilwoman Rodriguez was absent.

N. REPORTS

1. Public Works Department

SUBJECT: Professional Services Agreement 32600350 with Hazen and Sawyer for Design and Construction Engineering Services for the Wastewater Interstage Pump Station Project.

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

1. Execute an Agreement with Hazen and Sawyer for a term of five years from March 17, 2026, to March 16, 2031, for a total amount not to exceed $2,912,479 for Design and Construction Engineering Services; and
2. Authorize a project budget appropriation in the amount of $1,912,479 from the Wastewater Fund (611), as well as the corresponding transfers in the Wastewater Capital Fund (612) for the Design and Construction Engineering Services for the Wastewater Interstage Pump Station Project (C2544).

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

No public comments were received.

The Public Works Director and Wastewater Division Manager presented and were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Teran, seconded by Councilman Starr, to approve the recommended action. VOTE: Teran, Basua, Perello, Perez, Rodriguez, Starr and Mc Arthur voted in favor; the motion carried 6-0. Councilwoman Rodriguez was absent.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 9:43 p.m.

_____ _____

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: April 7, 2026

TO: City Council

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

SUBJECT: Professional Service Agreements for Environmental Services with Dudek, Michael Baker International, Environmental Science Associates, and Eyestone Environmental.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Professional Services Agreements with Dudek (32600342), Michael Baker International (32600344), Environmental Science Associates (32600343), and Eyestone Environmental (32600356), for $750,000 each with a term of 3 years with an option for one, two-year extension.

(The Community Service, Public Safety, Housing and Economic Development Committee approved 3-0 on March 10, 2026.)

BACKGROUND

From time to time, the Community Development Department utilizes the services of environmental consultants to assist with analysis and environmental evaluations which are either beyond the capacity of planning staff due to the scope of the project and/or when the project analysis requires special expertise.

The environmental consultants generally provide planning application reviews as required by California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) law. Tasks for environmental reviews of private project applications are paid for with applicant funds placed on deposit, and account for the majority of services rendered by these firms.

Following a Request for Qualifications (RFQ) procurement which drew 14 respondents, the City entered into Agreements with Rincon Consultants Inc. (“Rincon”), Environmental Science Associates (“ESA”) and Dudek between December 1, 2020, and January 1, 2021, in the amount of $200,000 for a term of three years. These agreements were later amended due to the need for additional funds to $750,000 for each agreement due to significant increases in the proposals for task services, a trend noted by other cities as well. These increased costs were driven by new State CEQA review requirements, additional senior consulting staff needs, general labor rate increases and increased time for reviews and document processing. By way of example, current proposals for large CEQA documents generally range between $80,000 and $200,000.

The contract with ESA has already expired. The existing contracts with Dudek and Rincon are set to expire on June 30, 2026.

ANALYSIS/DISCUSSION

Environmental analysis of projects by professional CEQA/NEPA consultants provides decision makers with a comprehensive picture of a proposed project’s benefits and impacts. The use of specialty environmental consultants to review possible impacts resulting from a proposed project’s noise, traffic, hazardous materials, greenhouse gas emissions, air quality and traffic directly supports community health, safety and welfare goals.

In July 2025, the City issued a (RFQ) for environmental consulting services. The City received 18 proposals. City staff has reviewed and scored each of the proposals and are recommending the City enter into contracts with the four environmental firms. Given that environmental consulting firms provide services to a variety of public and private clients, multiple contracts are required to ensure that conflicts of interest do not occur. Having multiple contracts also allows work to be done by the most qualified consultant and by consultants that have available time when the work is required.

The selected consultants were determined to be the most qualified among those reviewed during the competitive process. Each consultant was evaluated on a variety of factors, including expertise in preparing environmental documents for development projects, an appropriate and cost-efficient method of approach in preparing and delivering environmental documents, proposed strategy for performing required services, experience and demonstrated competence of the proposed consultant's project team, overall costs and hourly rates for all key personnel, and responsiveness to the RFQ.

The recommended consultants have shown they are capable of meeting the needs of the City and its customers. As legal challenges to CEQA documents continue to be an issue, the quality of our environmental consultants is crucial. As the lead agency, the City is responsible for defending the adequacy of a CEQA document if challenged. While recent changes to CEQA law, such as AB 130 and SB 131, aimed to minimize these challenges by providing further exemptions under CEQA, the potential for challenges still exists for those projects.

If approved, the new contracts would 1) allow for uninterrupted completion of project CEQA efforts underway, and 2) allow for the continued efficient processing of new project applications subject to environmental review.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

The costs for these services are covered by developer fees associated with individual projects, and are part of the individual project budget. On rare occasions, services from these specialty environmental consultants may be required to support City projects using other funding sources as budgeted for the effort.

For Finance Use Only: General Fund (Org. 5414101 Obj. 53200 Project XXXXX)

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing and Development Committee approved 3-0 on March 10, 2026 to approve the staff recommendation and to forward for Council approval.

Please click here to view the Measure M pre-recorded presentation video.

Please click here to view the March 10, 2026, Community Services, Public Safety, Housing and Development Committee.

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. Agreement #32600342 with Dudek
2. Agreement #32600356 with Eyestone Environmental
3. Agreement #32600344 with Michael Baker International, Inc

4. Agreement #32600343 with Environmental Science Associates

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND DUDEK

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

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP) on July 2, 2025, seeking Environmental CEQA/NEPA Consulting services; and

WHEREAS, Consultant submitted a proposal (the "Proposal") in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide Environmental CEQA/NEPA consulting services on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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

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

2. **SUMMARY DESCRIPTION OF SERVICES.**
   Professional Services Agreement for Environmental CEQA/NEPA consulting services.

3. PARTIES.

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

Dudek, a corporation of the State of California, located at 687 S. Coast Highway 101, Suite 110, Encinitas, CA 92024.

4. TERM OF AGREEMENT: From (Date): May 1, 2026 To (Date): April 30, 2029

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (1) consecutive term extension for up to (2) two-years, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: $750,000.00

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for

negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative	Consultant Designated Representative
Name Jeff Pengilley, P.E. Title Director Phone 805-385-8208 Email jeff.pengilley@oxnard.org Address 214 South C Street, Oxnard, CA 93030	Name Jonathan V. Leech Title Contract Manager Phone 805-308-8527 Email jleech@dudek.com Address 3760 State Street, Suite 101, Santa Barbara, CA 93105

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

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
    B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
    C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
    B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager

or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

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

    A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **ComDevAP@oxnard.org**.
    B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
    C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant,

Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

15. **[RESERVED]**

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

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

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

18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable

civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant 's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

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

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

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

prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.

B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City’s possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain “trade secrets” (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City’s Designated Representative during the

term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

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

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

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

such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

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

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

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

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

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

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within “Exhibit C”,

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

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

26. **[INTENTIONALLY OMMITTED]**

27. **[RESERVED]**

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

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

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

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

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

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

this Agreement without the prior written approval of City, by and through the City's Designated Representative.

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

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

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

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

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed,

national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

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

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

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

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

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

43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this

Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

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

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

☐Luis A. Mc Arthur, Mayor[1] Date

☐Libertad Macias, Purchasing Manager[2]

DUDEK

Joseph Monaco, CEO Date

Amy Paul, Secretary of the Board [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

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

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

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Dudek)

SCOPE OF SERVICES

PROJECT MANAGER: Joe Pearson II, 805-385-8272, Joe.Pearson@oxnard.org

Consultant will assist in the preparation of environmental assessments and provide environmental services for projects as necessary, in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), or other environmental regulations, for the City's land use development projects, either initiated as a private development proposal or initiated by the City for a land use policy or ordinance update related to the General Plan, Local Coastal Plan, Specific Plans, or Municipal Code Amendment. The CONSULTANT may be required to provide environmental related professional services that include but are not limited to the following:

a. When Consultant services are required, the Planning and Environmental Services Manager or designee will provide Consultant with background information and copies of the project applications, site plans, technical reports, and any other relevant documents and studies. These documents may be provided to Consultant in either print or electronic form. The Consultant shall prepare a project proposal detailing, all tasks, timeframes, and cost for environmental review project, which shall be approved by the Planning and Environmental Services Manager, or designee. Consultant will assist Planning staff with the preparation of any scoping studies and will work with staff and applicants to gather the necessary information to ensure the final report adequately analyzes project impacts.

b. Consultant will be required to complete either technical studies relative to CEQA and/or NEPA, an Initial Study, Environmental Assessment, Negative Declaration, Mitigated Negative Declaration, Exemptions, and/or Finding of No Significant Impact, and respond to and address public comments, as deemed necessary to address potential impacts on the natural and built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated, as required by the CEQA and/or NEPA.

c. Consultant will work on commenced project(s) which are found to require additional environmental review beyond the contracted scope of work, such as the preparation of an Environmental Impact Report (EIR) or Statement (EIS), which may be assigned on a case-by-case basis.

d. Consultant may be required to attend meeting(s) with staff and applicants, scoping meetings, and public hearings. Opportunities for teleconferencing may be possible.

Consultant may also be called upon to advise and assist staff and applicants with responses to questions and / or ramifications of project revisions related to the project's environmental analysis.

e. Consultant will be required to reaffirm that the technical studies provided by each development project applicant are accurate, and must be able to perform and interpret modeling for traffic, air quality, noise, cultural resources, and greenhouse gas analyses. Planning staff must ensure that the prepared environmental document reflects the independent judgment of the City.

f. Consultant is responsible for printing and distributing the Initial Study, Negative Declaration, Mitigated Negative Declaration, Finding of No Significant Impact or other required noticing to the responsible, trustee, and cooperating agencies, including forwarding Notice of Determination to Planning staff for filing with the Ventura County Clerk and uploading to the State Clearinghouse. Consultant may also be asked to prepare and send out any noticing required pursuant to CEQA, including but not limited to Tribal Consultation and notices to CEQA distribution list.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Dudek)

SCHEDULE OF COMPENSATION

Standard Schedule of Charges

The following rates will be effective for the initial three-year term of the agreement:

Engineering Services

Project Director	$350.00/hr
Principal Engineer III	$330.00/hr
Principal Engineer II	$310.00/hr
Principal Engineer I	$300.00/hr
Program Manager	$285.00/hr
Senior Project Manager	$285.00/hr
Project Manager	$275.00/hr
Senior Engineer III	$270.00/hr
Senior Engineer II	$260.00/hr
Senior Engineer I	$250.00/hr
Project Engineer IV/Technician IV	$240.00/hr
Project Engineer III/Technician III	$230.00/hr
Project Engineer II/Technician II	$215.00/hr
Project Engineer I/Technician I	$200.00/hr
3D Production Manager	$225.00/hr
Senior Designer II	$220.00/hr
Senior Designer I	$210.00/hr
Designer	$195.00/hr
Assistant Designer	$190.00/hr
CADD Operator III	$210.00/hr
CADD Operator II	$205.00/hr
CADD Operator I	$165.00/hr
CADD Drafter	$185.00/hr
CADD Technician	$135.00/hr
Project Coordinator II	$165.00/hr
Project Coordinator I	$135.00/hr
Engineering Assistant	$130.00/hr

Environmental Services

Senior Project Director	$375.00/hr
Project Director	$350.00/hr
Senior Specialist V	$290.00/hr
Senior Specialist IV	$275.00/hr
Senior Specialist III	$260.00/hr
Senior Specialist II	$245.00/hr
Senior Specialist I	$230.00/hr
Specialist V	$220.00/hr
Specialist IV	$205.00/hr
Specialist III	$195.00/hr
Specialist II	$185.00/hr
Specialist I	$175.00/hr
Analyst V	$165.00/hr
Analyst IV	$155.00/hr
Analyst III	$145.00/hr
Analyst II	$135.00/hr
Analyst I	$115.00/hr
Technician IV	$105.00/hr

Technician III	$95.00/hr
Technician II	$85.00/hr
Technician I	$75.00/hr
Project Coordinator II	$165.00/hr
Project Coordinator I	$135.00/hr

Mapping and Surveying Services

UAS Pilot	$180.00/hr
Survey Lead	$310.00/hr
Survey Manager	$270.00/hr
Survey Crew Chief	$205.00/hr
Survey Rod Person	$155.00/hr
Survey Mapping Technician	$145.00/hr

Construction Management Services

Principal Manager	$225.00/hr
Senior Construction Manager	$195.00/hr
Senior Project Manager	$190.00/hr
Construction Manager	$190.00/hr
Project Manager/Construction Management	$180.00/hr
Resident Engineer	$180.00/hr
Construction Engineer	$180.00/hr
On-site Owner's Representative	$165.00/hr
Prevailing Wage Inspector	$165.00/hr
Construction Inspector	$155.00/hr
Administrator/Labor Compliance	$150.00/hr

Hydrogeology/HazWaste Services

Project Director	$350.00/hr
Principal Hydrogeologist/Engineer III	$330.00/hr
Principal Hydrogeologist/Engineer II	$320.00/hr
Principal Hydrogeologist/Engineer I	$310.00/hr
Senior Hydrogeologist V/Engineer V	$285.00/hr
Senior Hydrogeologist IV/Engineer IV	$275.00/hr
Senior Hydrogeologist III/Engineer III	$265.00/hr
Senior Hydrogeologist II/Engineer II	$255.00/hr
Senior Hydrogeologist I/Engineer I	$245.00/hr
Project Hydrogeologist V/Engineer V	$235.00/hr
Project Hydrogeologist IV/Engineer IV	$225.00/hr
Project Hydrogeologist III/Engineer III	$215.00/hr
Project Hydrogeologist II/Engineer II	$205.00/hr
Project Hydrogeologist I/Engineer I	$195.00/hr
Hydrogeologist/Engineering Assistant	$150.00/hr
HazMat Field Technician	$140.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$230.00/hr
Operations Manager	$170.00/hr
District Secretary/Accountant	$155.00/hr
Collections System Manager	$155.00/hr
Grade V Operator	$145.00/hr
Grade IV Operator	$130.00/hr
Grade III Operator	$120.00/hr
Grade II Operator	$100.00/hr
Grade I Operator	$95.00/hr
Operator in Training	$85.00/hr
Collection Maintenance Worker	$90.00/hr

Project Delivery Services

Technology Specialist II	$245.00/hr
Technology Specialist I	$190.00/hr
GIS Analyst V	$220.00/hr
GIS Analyst IV	$200.00/hr
GIS Analyst III	$185.00/hr
GIS Analyst II	$145.00/hr

GIS Analyst I	$130.00/hr
Creative Services IV	$190.00/hr
Creative Services III	$165.00/hr
Creative Services II	$150.00/hr
Creative Services I	$135.00/hr
Technical Editor IV	$190.00/hr
Technical Editor III	$165.00/hr
Technical Editor II	$155.00/hr
Technical Editor I	$135.00/hr
Publications Specialist IV	$140.00/hr
Publications Specialist III	$130.00/hr
Publications Specialist II	$120.00/hr
Publications Specialist I	$110.00/hr
Clerical Administration	$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 60 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 60 days after the date of the invoice.

Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Consultant reserves the right to adjust its rates accordingly.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Dudek)

INSURANCE REQUIREMENTS

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

ATTACHED CITY'S INSURANCE FORM HERE:
INS-A

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

2/26

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

Indianapolis, Indiana 462500-4299 US	AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/Y

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

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

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Dudek)

LIVING WAGE POLICY

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

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than $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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND EYESTONE ENVIRONMENTAL

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

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP) on July 2, 2025, seeking Environmental CEQA/NEPA Consulting services; and

WHEREAS, Consultant submitted a proposal (the "Proposal") in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide Environmental CEQA/NEPA consulting services on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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

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

2. **SUMMARY DESCRIPTION OF SERVICES.**
   Professional Services Agreement for Environmental CEQA/NEPA consulting services.

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.

Eyestone Environmental, an LLC of the State of California, located at 101 Continental Blvd., Suite 240, El Segundo, CA 90245-4530.

4. TERM OF AGREEMENT: From (Date): May 1, 2026 To (Date): April 30, 2029

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (1) consecutive term extension for up to (2) two-years, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: $750,000.00

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy

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

City Designated Representative	Consultant Designated Representative
Name Jeff Pengilley, P.E. Title Director Phone 805-385-8208 Email jeff.pengilley@oxnard.org Address 214 South C Street, Oxnard, CA 93030	Name Stephanie Eyestone-Jones Title President Phone 424-207-5330 Email s.eyestone@eyestoneeir.com Address 101 Continental Blvd., Ste. 240, El Segundo, CA 90245-4530

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

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
    B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
    C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.

B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

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

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **ComDevAP@oxnard.org**.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal

Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

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

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

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

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **[INTENTIONALLY OMMITTED]**

27. **[RESERVED]**

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

29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any

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

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

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

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

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

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

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

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

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

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

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

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

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

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

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

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

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

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

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

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

48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted

to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

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

[Signatures on next page]

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

CITY OF OXNARD

☐Luis A. Mc Arthur, Mayor[1] Date

☐Libertad Macias, Purchasing Manager[2]

EYESTONE ENVIRONMENTAL

Stephanie Eyestone-Jones Date
President

Laura Rodriguez, Managing Principal [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

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

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

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Eyestone Environmental)

SCOPE OF SERVICES

PROJECT MANAGER: Joe Pearson II, 805-385-8272, Joe.Pearson@oxnard.org

Consultant will assist in the preparation of environmental assessments and provide environmental services for projects as necessary, in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), or other environmental regulations, for the City's land use development projects, either initiated as a private development proposal or initiated by the City for a land use policy or ordinance update related to the General Plan, Local Coastal Plan, Specific Plans, or Municipal Code Amendment. The CONSULTANT may be required to provide environmental related professional services that include but are not limited to the following:

a. When Consultant services are required, the Planning and Environmental Services Manager or designee will provide Consultant with background information and copies of the project applications, site plans, technical reports, and any other relevant documents and studies. These documents may be provided to Consultant in either print or electronic form. The Consultant shall prepare a project proposal detailing, all tasks, timeframes, and cost for environmental review project, which shall be approved by the Planning and Environmental Services Manager, or designee. Consultant will assist Planning staff with the preparation of any scoping studies and will work with staff and applicants to gather the necessary information to ensure the final report adequately analyzes project impacts.

b. Consultant will be required to complete either technical studies relative to CEQA and/or NEPA, an Initial Study, Environmental Assessment, Negative Declaration, Mitigated Negative Declaration, Exemptions, and/or Finding of No Significant Impact, and respond to and address public comments, as deemed necessary to address potential impacts on the natural and built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated, as required by the CEQA and/or NEPA.

c. Consultant will work on commenced project(s) which are found to require additional environmental review beyond the contracted scope of work, such as the preparation of an Environmental Impact Report (EIR) or Statement (EIS), which may be assigned on a case-by-case basis.

d. Consultant may be required to attend meeting(s) with staff and applicants, scoping meetings, and public hearings. Opportunities for teleconferencing may be possible.

Consultant may also be called upon to advise and assist staff and applicants with responses to questions and / or ramifications of project revisions related to the project's environmental analysis.

e. Consultant will be required to reaffirm that the technical studies provided by each development project applicant are accurate, and must be able to perform and interpret modeling for traffic, air quality, noise, cultural resources, and greenhouse gas analyses. Planning staff must ensure that the prepared environmental document reflects the independent judgment of the City.

f. Consultant is responsible for printing and distributing the Initial Study, Negative Declaration, Mitigated Negative Declaration, Finding of No Significant Impact or other required noticing to the responsible, trustee, and cooperating agencies, including forwarding Notice of Determination to Planning staff for filing with the Ventura County Clerk and uploading to the State Clearinghouse. Consultant may also be asked to prepare and send out any noticing required pursuant to CEQA, including but not limited to Tribal Consultation and notices to CEQA distribution list.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Eyestone Environmental)

SCHEDULE OF COMPENSATION

Fee Schedule

The fees for preparation of environmental documentation will be based on the scope of the Project and the type of CEQA/NEPA documentation required (e.g., MND, EIR, Addenda to an EIR, Exemption, etc.). In addition, fees will be determined based on the environmental issues potentially affected by a given project. Fees will also be determined based on the level of public input expected by a given project as public comments will be responded to as part of the environmental review process. Consultant's hourly billable rates for services by team members and direct expense costs are presented below.

President	$255.00
Managing Principal	$190.00
Director of Air Quality	$185.00
Principal Planner/Principal Engineer	$170.00
Senior Planner	$150.00
Planner	$135.00
Associate Planner	$125.00
Assistant Planner	$105.00
Intern/Research Assistant	$70.00
Graphics/GIS Specialist	$95.00
Publications Specialist	$90.00

Direct expenses under this agreement will be billed at 100 percent of actual cost. Direct expenses will include, but will not be limited to, the following: printing costs, postage, delivery and communication costs, mileage based on the most recent rate set forth by the Internal Revenue Service for travel between Consultant's office and City Hall and/or the project site.

In addition, Consultant proposes the use of several subconsultants to complete the requested scope of work. Fee schedules for each subconsultant are provided below.

AES Fee Schedule

Principal Consultant	$255.00
Senior Consultant	$235.00
Consultant	$175.00

Dudek Fee Schedule

Senior Project Director	$350.00
Project Director	$300.00
Senior Specialist V	$275.00
Senior Specialist IV	$265.00
Senior Specialist III	$250.00
Senior Specialist II	$235.00
Senior Specialist I	$220.00
Specialist V	$210.00
Specialist IV	$195.00
Specialist III	$185.00
Specialist II	$175.00
Specialist I	$165.00
Analyst V	$155.00
Analyst IV	$145.00
Analyst III	$135.00
Analyst II	$125.00
Analyst I	$105.00
Technician IV	$100.00
Technician III	$90.00
Technician II	$80.00
Technician I	$70.00
Project Coordinator II	$170.00
Project Coordinator I	$135.00

Gibson Fee Schedule

Principal	$325.00
Senior Associate	$195.00–$225.00
Associate	$155.00–$175.00
Principal/Administrative Manager	$175.00
Technician	$135.00

GPA Fee Schedule

Senior Associate Biologist	$240.00
Senior Biologist	$210.00
Associate Biologist	$150.00
Biologist	$125.00
Senior GIS Analyst	$190.00

Partner Fee Schedule

Senior Project Director	$350.00
Senior Principal II	$325.00
Principal II	$305.00
Senior Principal I	$260.00
Principal I	$225.00
Technical Director IV	$250.00
Technical Director III	$225.00
Technical Director II	$210.00
Technical Director I	$205.00
Senior Project Manager/Scientist/Geologist/Engineer V	$225.00
Senior Project Manager/Scientist/Geologist/Engineer IV	$210.00
Senior Project Manager/Scientist/Geologist/Engineer III	$205.00
Senior Project Manager/Scientist/Geologist/Engineer II	$190.00
Senior Project Manager/Scientist/Geologist/Engineer I	$180.00
Project Manager/Scientist/Geologist/Engineer IV	$175.00
Project Manager/Scientist/Geologist/Engineer III	$160.00
Project Manager/Scientist/Geologist/Engineer II	$145.00
Project Manager/Scientist/Geologist/Engineer I	$135.00
AdministrativeSupport/AssistantProjectManager/Scientist/Geologist/Engineer	$125.00
Junior Project Manager/Scientist/Geologist/Engineer	$65.00

Psomas Fee Schedule

Principal/Director	$240.00–$350.00
Project Management	$190.00–$275.00
Sr. Project Engineer/Sr. Project Surveyor/Sr. GIS Specialist	$190.00–$235.00
Project Designer/Professional Engineer/Project Engineer	$160.00–$190.00
Planners/Assistant Planner/Expeditor/Senior Planner	$125.00–$205.00
Civil Engineering Designer/Engineer	$130.00–$170.00
Drafter/Design Drafter	$130.00–$170.00
Surveyor/Project Surveyor/GIS Specialist/Photogrammetrist	$115.00-$190.00
Administrative/Project Administrator	$100.00–$135.00

SWCA Fee Schedule

Subject Matter Expert IV	$293.00
Subject Matter Expert III	$268.00
Subject Matter Expert II	$242.00
Subject Matter Expert I	$230.00
Specialist XII	$226.00
Specialist XI	$207.00
Specialist X	$189.00

Specialist IX	$169.00
Specialist VIII	$158.00
Specialist VII	$147.00
Specialist VI	$137.00
Specialist V	$123.00
Specialist IV	$114.00
Specialist III	$104.00
Specialist II	$91.00
Specialist I	$77.00

Teresa Grimes Fee Schedule

Hourly Rate	$250.00
Historical Resource Assessment Report starts at	$10,000.00

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Eyestone Environmental)

INSURANCE REQUIREMENTS

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

ATTACHED CITY'S INSURANCE FORM HERE:
INS-A

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

Indianapolis, Indiana 462500-4299 US	AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/Y

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

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

Rev. 1/26 INS-A.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/26 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Eyestone Environmental)

LIVING WAGE POLICY

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

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than $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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND MICHAEL BAKER INTERNATIONAL, INC.

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

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP) on July 2, 2025, seeking Environmental CEQA/NEPA Consulting services; and

WHEREAS, Consultant submitted a proposal (the "Proposal") in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide Environmental CEQA/NEPA consulting services on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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

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

2. **SUMMARY DESCRIPTION OF SERVICES.**
   Professional Services Agreement for Environmental CEQA/NEPA consulting services.

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.

Michael Baker International, Inc., a corporation of the State of Pennsylvania, located at 500 Grant Street, Suite 5400, Pittsburgh, PA 15219.

4. TERM OF AGREEMENT: From (Date): May 1, 2026 To (Date): April 30, 2029

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (1) consecutive term extension for up to (2) two-years, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: $750,000.00

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy

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

City Designated Representative	Consultant Designated Representative
Name Jeff Pengilley, P.E. Title Director Phone 805-385-8208 Email jeff.pengilley@oxnard.org Address 214 South C Street, Oxnard, CA 93030	Name John Bellas Title CEQA Technical Director/Associate Vice President Phone 562-200-7170 Email jbellas@mbakerintl.com Address 3760 Kilroy Airport Way, Suite 270, Long Beach, CA 90806

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

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
    B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
    C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services

may only be modified by written Amendment pursuant to Section 13 of this Agreement.

B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

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

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **ComDevAP@oxnard.org**.

B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.

C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

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

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

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

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

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

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

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to

immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

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

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

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

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

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

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and

expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

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

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

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

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

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

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

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

26. [INTENTIONALLY OMMITTED]

27. [RESERVED]

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

subcontractors failure to comply with any of its obligations in connection with this Agreement.

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

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

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

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

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

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

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

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

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

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

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

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

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

42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be

deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

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

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

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

☐Luis A. Mc Arthur, Mayor[1] Date

☐Libertad Macias, Purchasing Manager[2]

MICHAEL BAKER INTERNATIONAL, INC.

Fareeha Kibriya, Office Executive/Vice President Date

Richard Beck, Office Executive/Vice President/ Assistant Secretary [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

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

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

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Michael Baker International, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Joe Pearson II, 805-385-8272, Joe.Pearson@oxnard.org

Consultant will assist in the preparation of environmental assessments and provide environmental services for projects as necessary, in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), or other environmental regulations, for the City's land use development projects, either initiated as a private development proposal or initiated by the City for a land use policy or ordinance update related to the General Plan, Local Coastal Plan, Specific Plans, or Municipal Code Amendment. The CONSULTANT may be required to provide environmental related professional services that include but are not limited to the following:

a. When Consultant services are required, the Planning and Environmental Services Manager or designee will provide Consultant with background information and copies of the project applications, site plans, technical reports, and any other relevant documents and studies. These documents may be provided to Consultant in either print or electronic form. The Consultant shall prepare a project proposal detailing, all tasks, timeframes, and cost for environmental review project, which shall be approved by the Planning and Environmental Services Manager, or designee. Consultant will assist Planning staff with the preparation of any scoping studies and will work with staff and applicants to gather the necessary information to ensure the final report adequately analyzes project impacts.

b. Consultant will be required to complete either technical studies relative to CEQA and/or NEPA, an Initial Study, Environmental Assessment, Negative Declaration, Mitigated Negative Declaration, Exemptions, and/or Finding of No Significant Impact, and respond to and address public comments, as deemed necessary to address potential impacts on the natural and built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated, as required by the CEQA and/or NEPA.

c. Consultant will work on commenced project(s) which are found to require additional environmental review beyond the contracted scope of work, such as the preparation of an Environmental Impact Report (EIR) or Statement (EIS), which may be assigned on a case-by-case basis.

d. Consultant may be required to attend meeting(s) with staff and applicants, scoping meetings, and public hearings. Opportunities for teleconferencing may be possible.

Consultant may also be called upon to advise and assist staff and applicants with responses to questions and / or ramifications of project revisions related to the project's environmental analysis.

e. Consultant will be required to reaffirm that the technical studies provided by each development project applicant are accurate, and must be able to perform and interpret modeling for traffic, air quality, noise, cultural resources, and greenhouse gas analyses. Planning staff must ensure that the prepared environmental document reflects the independent judgment of the City.

f. Consultant is responsible for printing and distributing the Initial Study, Negative Declaration, Mitigated Negative Declaration, Finding of No Significant Impact or other required noticing to the responsible, trustee, and cooperating agencies, including forwarding Notice of Determination to Planning staff for filing with the Ventura County Clerk and uploading to the State Clearinghouse. Consultant may also be asked to prepare and send out any noticing required pursuant to CEQA, including but not limited to Tribal Consultation and notices to CEQA distribution list.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Michael Baker International, Inc.)

SCHEDULE OF COMPENSATION

BILLING RATE

The following rates will be effective for the initial three-year term of the agreement. For non-exempt employees, the hourly rates listed in this rate schedule are subject to overtime and double time rates pursuant to California Labor Code Section 510, as applicable. All overtime and double time work shall be subject to approval by the City prior to initiation of any work.

CLASSIFICATION	HOURLY RATE
Principal-in-Charge	$280.00 – $390.00
Senior Project Manager	$190.00 – $300.00
Technical Advisor	$190.00 – $330.00
Project Manager	$150.00 – $250.00
Senior CEQA/Environmental Planner	$180.00 – $250.00
CEQA/Environmental Planner IV	$150.00 – $190.00
CEQA/Environmental Planner III	$130.00 – $155.00
CEQA/Environmental Planner II	$100.00 – $135.00
CEQA/Environmental Planner I	$90.00 – $110.00
Environmental Specialist	$90.00 – $160.00
Principal Engineer	$290.00 – $390.00
Principal Hydrogeologist	$275.00 – $375.00
Regulatory Permit Manager	$280.00 – $390.00
Certified Senior Biologist	$175.00 – $250.00
Senior Technical Specialist	$190.00 – $280.00
Technical Specialist IV	$175.00 – $220.00
Technical Specialist III	$155.00 – $180.00
Technical Specialist II	$125.00 – $160.00
Technical Specialist I	$90.00 – $130.00
Air Quality/Odor/Greenhouse Gas Emissions Specialist	$120.00 – $250.00
Certified Arborist	$140.00 – $180.00
Landscape Architect	$125.00 – $185.00

Biologist	$130.00 – $180.00
Cultural/Historic Resources Specialist/Monitor	$110.00 – $185.00
Paleontologist	$110.00 – $180.00
Archaeologist/Tribal Resources Specialist	$115.00 – $145.00
Noise and Vibration Specialist	$120.00 – $225.00
Traffic/Transportation Analyst	$110.00 – $180.00
Graphic Designer/GIS Specialist	$120.00 – $180.00
Field Technician	$70.00 – $110.00
Administrative Assistant	$80.00 – $120.00
Technical Editor/Word Processor	$90.00 – $150.00
Project Controls	$110.00 – $190.00

REIMBURSABLE EXPENDITURES

The following reimbursable expenditures are anticipated to be required to support the scopes of work identified above. Reimbursable expenses are billed at cost plus 5 percent administrative markup, as noted.

CATEGORY	RATE
Mileage	Current IRS rate
Parking	Cost + 5%
Meals – Field Staff	$20/staff member/day
Cultural Resources Records Search	Cost + 5%
Paleontological Resources Records Search	Cost + 5%
Printing/Reproduction	Cost + 5%
Postage	Cost + 5%
Shipping/Courier	Cost + 5%
Court Reporter for Public Meetings	Cost + 5%
Interpreter/Translator for Public Meetings	Cost + 5%
Ventura County Clerk Filing Fees	Cost + 5%
Subconsultant Costs	Cost + 5%

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Michael Baker International, Inc.)

INSURANCE REQUIREMENTS

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

ATTACHED CITY'S INSURANCE FORM HERE:
INS-A

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

1/26

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

Indianapolis, Indiana 462500-4299 US	AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/Y

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

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

Rev. 1/26 INS-A.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/26 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Michael Baker International, Inc.)

LIVING WAGE POLICY

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

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than $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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND ENVIRONMENTAL SCIENCE ASSOCIATES

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

RECITALS

WHEREAS, the City issued a Request for Proposals (RFP) on July 2, 2025, seeking Environmental CEQA/NEPA Consulting services; and

WHEREAS, Consultant submitted a proposal (the "Proposal") in response to the RFP which the City has reviewed and evaluated in accordance with the standards set forth in the RFP; and

WHEREAS, Consultant represents that it is fully qualified and licensed to perform the consulting and/or professional Services required for performance under this Agreement by virtue of its experience and the training, education, and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain Consultant to provide Environmental CEQA/NEPA consulting services on an independent contractor basis in accordance with the terms and provisions set forth in this Agreement.

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

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

2. **SUMMARY DESCRIPTION OF SERVICES.**
   Professional Services Agreement for Environmental CEQA/NEPA consulting services.

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.

Environmental Science Associates (ESA), a corporation of the State of California, located at 575 Market Street, Suite 3700, San Francisco, CA 94105.

4. TERM OF AGREEMENT: From (Date): May 1, 2026 To (Date): April 30, 2029

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (1) consecutive term extension for up to (2) two-years, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: $750,000.00

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

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy

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

City Designated Representative	Consultant Designated Representative
Name Jeff Pengilley, P.E. Title Director Phone 805-385-8208 Email jeff.pengilley@oxnard.org Address 214 South C Street, Oxnard, CA 93030	Name Michael E. Houlihan, AICP Title Principal Associate Phone 949-753-7001 Email mhoulihan@esassoc.com Address 420 Exchange, Suite 260, Irvine, CA 92602

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

    A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
    B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
    C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

    A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.

B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

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

A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: **ComDevAP@oxnard.org**.
B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.

C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

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

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

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

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

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

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

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to

immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City. Consultant may retain a copy of all materials produced by Consultant pursuant to this Agreement. Nothing in this Section 20, or elsewhere in this Agreement, shall be deemed to give the City an ownership interest in, or copyright to, any standard details, drawings, specifications or other intellectual property rights of the Consultant that were in existence prior to the effective date of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement ("Retained IP"); provided, however, that the Consultant grants to the City a limited, non-exclusive, royalty-free license to use such Retained IP in accordance with this Agreement to the extent included in any work product or deliverables.

B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant 's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.

C. Records and Inspections**.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose

information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

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

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

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set

forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

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

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

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

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

indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

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

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

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

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

26. [INTENTIONALLY OMMITTED]

27. [RESERVED]

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

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

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

31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators

listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

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

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

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

35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final

payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

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

37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

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

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

40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to,

war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

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

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

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

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

45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

☐Luis A. Mc Arthur, Mayor[1] Date
☐Libertad Macias, Purchasing Manager[2]

ATTEST:

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

APPROVED AS TO FORM:

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

ENVIRONMENTAL SCIENCE ASSOCIATES

Ruta Thomas, Senior Vice President Date

Maury Balif, Chief Financial Officer [3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

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

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

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Environmental Science Associates)

SCOPE OF SERVICES

PROJECT MANAGER: Joe Pearson II, 805-385-8272, Joe.Pearson@oxnard.org

Consultant will assist in the preparation of environmental assessments and provide environmental services for projects as necessary, in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), or other environmental regulations, for the City's land use development projects, either initiated as a private development proposal or initiated by the City for a land use policy or ordinance update related to the General Plan, Local Coastal Plan, Specific Plans, or Municipal Code Amendment. The CONSULTANT may be required to provide environmental related professional services that include but are not limited to the following:

a. When Consultant services are required, the Planning and Environmental Services Manager or designee will provide Consultant with background information and copies of the project applications, site plans, technical reports, and any other relevant documents and studies. These documents may be provided to Consultant in either print or electronic form. The Consultant shall prepare a project proposal detailing, all tasks, timeframes, and cost for environmental review project, which shall be approved by the Planning and Environmental Services Manager, or designee. Consultant will assist Planning staff with the preparation of any scoping studies and will work with staff and applicants to gather the necessary information to ensure the final report adequately analyzes project impacts.

b. Consultant will be required to complete either technical studies relative to CEQA and/or NEPA, an Initial Study, Environmental Assessment, Negative Declaration, Mitigated Negative Declaration, Exemptions, and/or Finding of No Significant Impact, and respond to and address public comments, as deemed necessary to address potential impacts on the natural and built environments, and analyze ways in which any significant effects/impacts of the project might be avoided or mitigated, as required by the CEQA and/or NEPA.

c. Consultant will work on commenced project(s) which are found to require additional environmental review beyond the contracted scope of work, such as the preparation of an Environmental Impact Report (EIR) or Statement (EIS), which may be assigned on a case-by-case basis.

d. Consultant may be required to attend meeting(s) with staff and applicants, scoping meetings, and public hearings. Opportunities for teleconferencing may be possible.

Consultant may also be called upon to advise and assist staff and applicants with responses to questions and / or ramifications of project revisions related to the project's environmental analysis.

e. Consultant will be required to reaffirm that the technical studies provided by each development project applicant are accurate, and must be able to perform and interpret modeling for traffic, air quality, noise, cultural resources, and greenhouse gas analyses. Planning staff must ensure that the prepared environmental document reflects the independent judgment of the City.

f. Consultant is responsible for printing and distributing the Initial Study, Negative Declaration, Mitigated Negative Declaration, Finding of No Significant Impact or other required noticing to the responsible, trustee, and cooperating agencies, including forwarding Notice of Determination to Planning staff for filing with the Ventura County Clerk and uploading to the State Clearinghouse. Consultant may also be asked to prepare and send out any noticing required pursuant to CEQA, including but not limited to Tribal Consultation and notices to CEQA distribution list.

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Environmental Science Associates)

SCHEDULE OF COMPENSATION

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Senior Principal Consultant	$292	$322	$355	$388	$423	$457
Principal Consultant	$247	$280	$312	$345	$377	$410
Managing Consultant	$223	$248	$275	$301	$327	$352
Senior Consultant	$185	$204	$229	$252	$277	$301
Associate Consultant	$167	$184	$198	$214	$230	$246
Consultant	$125	$141	$155	$173	$187	$203
Project Technician	$92	$118	$142	$166	$189	$215

(a) The range of rates shown for each staff category reflects Consultant staff qualifications, expertise and experience levels. These rate ranges allow Consultant's project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.

(b) From time to time, Consultant retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.

II. Consultant Expenses

A. Travel Expenses

1. Transportation
   a. Company vehicle – fixed rate + fee for mileage in excess of 100 miles.
   b. Common carrier or car rental – actual expense multiplied by 1.15
   c. If company vehicle is to be used in off-road conditions, a daily $15 use fee will be added to the standard daily vehicle rate.
2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Technology and Data Management Fee

Non-travel expenses incurred for the duration of the agreement for project support but not itemized below. Project labor charges multiplied by 3%. Fee encompasses the following:

1. Ongoing long-term retention and retrieval, management, and security of project-related data.
2. Proprietary tools, cloud data services, data science and AI capabilities as required for project delivery.

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

V. Payment Terms

Unless otherwise agreed in writing, Consultant will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing sixty (60) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Environmental Science Associates)

INSURANCE REQUIREMENTS

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

ATTACHED CITY'S INSURANCE FORM HERE:
INS-A

Exhibit INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

2/26

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

Indianapolis, Indiana 462500-4299 US	AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/Y

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

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

Rev. 1/26 INS-A.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/26 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Environmental Science Associates)

LIVING WAGE POLICY

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

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $20.06 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Consultant shall pay such employee no less than $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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: April 7, 2026

TO: City Council

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

SUBJECT: Monthly Investment Report for the period ending February 28, 2026.

RECOMMENDATION

That the City Council receive and file the monthly investment report. This is an information item.

(This item did not originate in Committee.)

BACKGROUND

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

DISCUSSION:

The City's total cash and investment position as of February 28, 2026 was $501.6 million, with $31.2 million in cash accounts and $470.4 million in investments, as summarized in the table below. A security was called the last day of the month and was reinvested at the beginning of March.

Cash and Investment Position	February 2026
Cash	
Bank of America General Account	$ 24,360,351.12
Bank of America Successor Agency Account	6,777,441.91
Bank of America Citations Account	46,210.58
Bank of America Golf Course Account	-
Total Cash	**31,184,003.61**
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	53,374,716.75
CAMP	195,841,513.44
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	12,850,968.00
U.S. Treasury Notes *	5,015,780.00
U.S. Government Sponsored Entities *	128,341,976.18
Total Investments	**470,424,954.37**
Total Cash and Investments	**$ 501,608,957.98**

* Market Value

Statutory Compliance

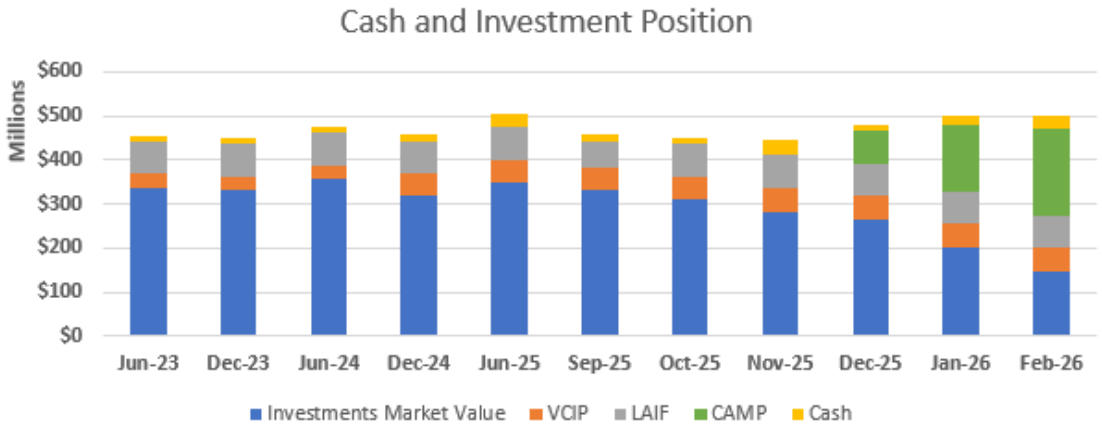
All investment transactions have been executed in conformance with the City's Investment Policy and the California Government Code. The table below represents the City's investment portfolio as of February 28, 2026, by authorized investment and duration, for a total portfolio amount of $470.4 million.

Authorized Investment at Market Value	Allowable Threshold ($ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	$75.0	$75.0	$-	$-	**$75.0**	3.87%	15.68%
VCIP	n/a	53.4	-	-	**53.4**	4.13%	11.16%
CAMP	n/a	195.8	-	-	**195.8**	3.83%	40.94%
Federal Agencies	n/a	81.3	32.1	15.0	**128.3**	2.44%	26.83%
Medium Term Notes	30%	12.9	-	-	**12.9**	1.31%	2.73%
Treasuries	n/a	5.0	-	-	**5.0**	4.28%	1.05%
Total Investment		**$423.4**	**$32.1**	**$15.0**	**$470.4**	3.43%	100%

*Total may not add due to rounding

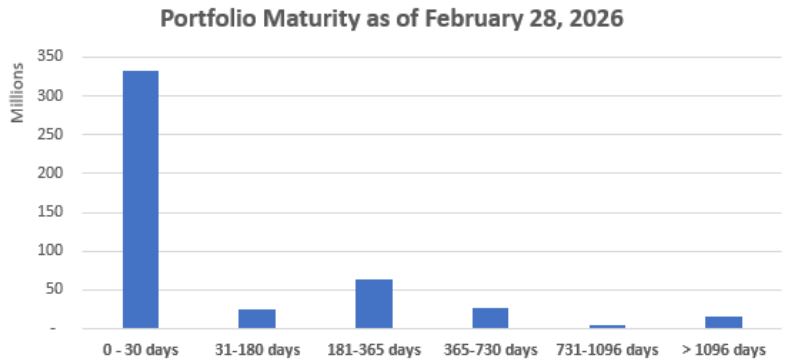
Portfolio Trends

The cash and investment position, as of February 28, 2026, increased by $0.2 million compared with the prior month. The trend for the cash and investment position is represented in the following chart.



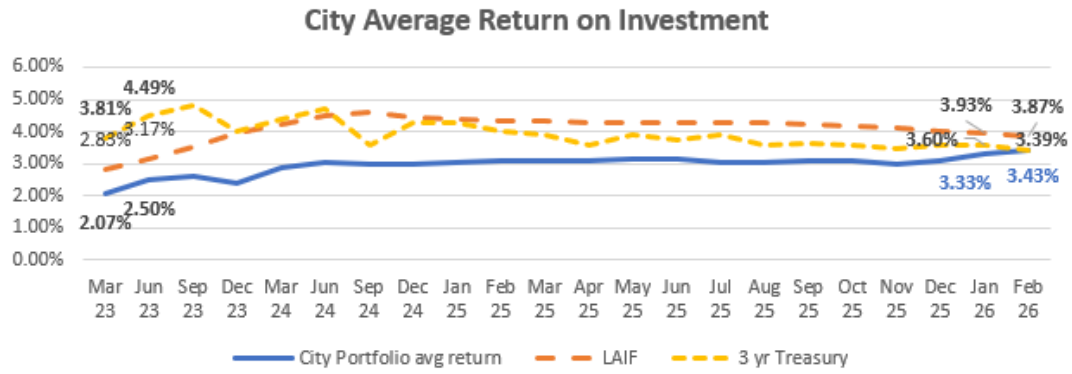
The California Government Code and the City's investment policy define the eligible investments that the City can purchase to allocate surplus funds. Attachment #1 summarizes the City's investment portfolio by investment type. The individual investments included under each investment type are included in Attachment #2.

The chart below represents the City's investment portfolio classified by days until maturities from February 28, 2026. Pooled investments in LAIF, CAMP and Ventura County Investment Pooled provide immediate liquidity to support cash flow needs of the City, and are included in the maturity group 0 to 30 days.



The City's average return on investment for the month January was 3.43%, LAIF average monthly effective yields for the same period was 3.87%. The City holds investments until maturity, and will evaluate reinvestment options based on market conditions and liquidity needs as those funds became available for investing in the upcoming months.

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



STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. Attachment 1 - 260407 City of Oxnard Portfolio Summary Statistics
2. Attachment 2 - 202602 Investment report

City of Oxnard
Portfolio Summary Statistics
Sorted by Fund
February 28, 2026

Investment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealized G/L
California Asset Mgmt Program	195,841,513.44	195,841,513.44	195,841,513.44	41.55	0.000	1	0	3.830	3.830	389,516.47	0.00
County Investment Pool	53,374,716.75	53,374,716.75	53,374,716.75	11.33	0.000	1	0	4.130	4.130	355,100.20	0.00
Federal Agency Coupon	129,225,000.00	129,079,498.39	128,341,976.18	27.39	99.317	408	57	2.441	2.428	812,557.73	-737,522.21
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	15.91	0.000	1	0	3.871	3.871	473,114.38	0.00
Medium Term Notes	13,000,000.00	12,999,903.45	12,850,968.00	2.76	98.854	132	0	1.314	1.314	49,222.20	-148,935.45
Treasury Coupon Securities	5,000,000.00	4,995,126.07	5,015,780.00	1.06	100.316	244	0	4.277	4.277	68,939.92	20,653.93
Report Totals:	471,441,230.19	471,290,758.10	470,424,954.37	100 %	30.991	119	57	3.425	3.422	2,148,450.90	-865,803.73

Investment report
for the month Ended in February 28, 2026

City of Oxnard

All Investment transactions have been exectured in accordance with the criteria stated in the City's Investment Policy (Resolution No. 15,994) adopted by the City Council held on July 1, 2025

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

Javier Chagoyen-Lazaro

Javier Chagoyen-Lazaro
Chief Financial Officer
City of Oxnard

03/17/2026

Date

City of Oxnard
Cash and Investment Summary
Month Ended
February 28, 2026

Cash and Investment Position	February 2026
Cash	
Bank of America General Account	$ 24,360,351.12
Bank of America Successor Agency Account	6,777,441.91
Bank of America Citations Account	46,210.58
Bank of America Golf Course Account	-
	31,184,003.61
Investments	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	53,374,716.75
CAMP	195,841,513.44
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	12,850,968.00
U.S. Treasury Notes *	5,015,780.00
U.S. Government Sponsored Entities *	128,341,976.18
Total Investments	**470,424,954.37**
Total Cash and Investments	**$ 501,608,957.98**

* Market Value

Investment Portfolio Detail
Fiscal Year 2025 - 2026
February 1 - February 28, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
Pooled Investments									
California Asset Mgmt Program									
CAMP	Caliifornia Asset Management P	12/1/2025	195,841,513.44	195,841,513.44	195,841,513.44	3.830	1	3.830	
County Investment Pool									
	Ventura County Investment Pool		53,374,716.75	53,374,716.75	53,374,716.75	4.130	1	4.130	
Federal Agency Coupon Securities									
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	1,000,000.00	1,000,000.00	0.610	1	0.610	3/2/2026
3133ERP70	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,146,450.00	9,992,501.12	4.250	666	4.294	12/27/2027
3133ERN31	Federal Farm Credit Bank	1/16/2025	5,000,000.00	5,028,185.00	4,989,205.30	4.340	662	4.468	12/23/2027
3133ETJH1	Federal Farm Credit Bank	5/29/2025	5,000,000.00	5,006,695.00	5,000,000.00	4.600	1,185	4.600	5/29/2029
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	984,203.00	1,000,000.00	1.140	233	1.140	10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	983,242.00	1,000,000.00	1.700	333	1.700	1/28/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	985,099.00	1,000,000.00	2.000	353	2.000	2/17/2027
3130AQPD9	Federal Home Loan Bank	2/17/2022	1,000,000.00	985,099.00	1,000,000.00	2.000	353	2.000	2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	985,315.00	1,000,000.00	2.050	361	2.050	2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	985,003.00	1,000,000.00	2.000	361	2.000	2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	985,124.00	1,000,000.00	2.030	361	2.030	2/25/2027
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	989,495.00	1,000,000.00	2.500	361	2.493	2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,974,194.00	2,000,000.00	2.250	368	2.250	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	986,656.00	1,000,000.00	2.200	368	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	986,656.00	1,000,000.00	2.200	368	2.200	3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,282,652.80	1,299,213.50	2.200	368	2.264	3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,665,161.90	2,699,455.50	2.250	368	2.271	3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	999,953.00	1,000,000.00	3.500	374	3.034	3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	993,037.00	1,000,000.00	3.000	389	3.000	3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	994,060.00	1,000,000.00	3.000	389	3.000	3/25/2027
3130APN43	Federal Home Loan Bank	12/31/2024	10,000,000.00	9,906,800.00	9,875,009.94	2.250	240	4.250	10/27/2026
3130B6EY8	Federal Home Loan Bank	5/29/2025	5,000,000.00	5,003,505.00	4,999,626.75	4.400	813	4.403	5/22/2028
3130B6HM1	Federal Home Loan Bank	5/29/2025	5,000,000.00	5,003,875.00	5,000,000.00	4.520	1,185	4.520	5/29/2029
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	999,344.00	1,000,000.00	0.800	9	0.800	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	998,876.00	1,000,000.00	0.800	15	0.800	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	998,876.00	1,000,000.00	0.800	15	0.800	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	998,787.00	1,000,000.00	0.800	16	0.800	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	973,128.98	975,000.00	1.000	22	1.000	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	998,323.00	1,000,000.00	0.875	22	0.875	3/23/2026
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,997,168.00	2,000,000.00	1.500	23	0.871	3/24/2026
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	995,781.00	1,000,000.00	1.125	59	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	995,944.00	1,000,000.00	1.250	59	1.100	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	993,656.00	1,000,000.00	1.050	86	1.050	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	993,932.00	1,000,000.00	1.200	87	0.957	5/27/2026

Investment Portfolio Detail
Fiscal Year 2025 - 2026
February 1 - February 28, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,960,865.00	5,000,000.00	1.000	107	1.000	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,959,295.00	5,000,000.00	1.030	114	1.030	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,971,059.00	3,000,000.00	1.125	136	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	985,950.00	1,000,000.00	1.080	198	1.080	9/15/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	984,387.00	1,000,000.00	1.100	226	1.100	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	984,387.00	1,000,000.00	1.100	226	1.100	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	983,772.00	1,000,000.00	1.050	228	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	983,772.00	1,000,000.00	1.050	228	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	983,772.00	1,000,000.00	1.050	228	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	983,710.00	999,962.67	1.040	228	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	983,772.00	1,000,000.00	1.050	228	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	983,710.00	1,000,000.00	1.040	228	1.040	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,950,938.00	3,000,000.00	1.100	234	1.100	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	984,083.00	1,000,000.00	1.150	235	1.150	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,968,166.00	2,000,000.00	1.150	235	1.150	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,967,508.00	2,000,000.00	1.200	239	1.200	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	983,846.00	1,000,000.00	1.180	239	1.180	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,967,508.00	1,999,869.44	1.200	239	1.210	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	984,298.00	1,000,000.00	1.250	239	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,968,596.00	2,000,000.00	1.250	239	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	984,298.00	1,000,000.00	1.250	239	1.250	10/26/2026
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	992,708.00	1,000,000.00	2.000	241	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,967,446.00	2,000,000.00	1.180	241	1.180	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	984,420.00	1,000,000.00	1.250	241	1.250	10/28/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	983,410.00	1,000,000.00	1.250	254	1.250	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	983,410.00	999,654.17	1.250	254	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	983,410.00	1,000,000.00	1.250	254	1.250	11/10/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	984,078.00	1,000,000.00	1.375	260	1.375	11/16/2026
3130APLP8	Federal Home Loan Bank	11/16/2021	1,000,000.00	984,078.00	1,000,000.00	1.375	260	1.375	11/16/2026
3130APL37	Federal Home Loan Bank	11/16/2021	1,000,000.00	984,132.00	1,000,000.00	1.400	260	1.400	11/16/2026
3130APNK7	Federal Home Loan Bank	11/18/2021	1,000,000.00	983,588.00	1,000,000.00	1.375	262	1.375	11/18/2026
3130APPZ2	Federal Home Loan Bank	11/23/2021	1,000,000.00	984,711.00	1,000,000.00	1.500	267	1.500	11/23/2026
3130AQ3T8	Federal Home Loan Bank	12/23/2021	1,000,000.00	986,994.00	1,000,000.00	2.000	297	1.641	12/23/2026
3130AQAB9	Federal Home Loan Bank	12/30/2021	1,250,000.00	1,230,802.50	1,250,000.00	1.625	304	1.625	12/30/2026
3134GXQF4	Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	995,375.00	1,000,000.00	3.250	408	3.250	4/13/2027
3134HBSZ5	Federal Home Loan Mtg Corp	6/4/2025	5,000,000.00	5,001,445.00	5,000,000.00	4.550	1,191	4.550	6/4/2029
Local Agency Investment Funds									
LAIF	LAIF		75,000,000.00	75,000,000.00	75,000,000.00	3.871	1	3.871	
Medium Term Notes									
06048WL99	Bank of America	5/14/2021	1,000,000.00	994,362.00	1,000,000.00	1.400	74	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,988,724.00	2,000,000.00	1.400	74	1.400	5/14/2026
06048WL99	Bank of America	5/14/2021	2,000,000.00	1,988,724.00	2,000,000.00	1.400	74	1.400	5/14/2026

Investment Portfolio Detail
Fiscal Year 2025 - 2026
February 1 - February 28, 2025

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
06048WM64	Bank of America	7/12/2021	1,000,000.00	987,180.00	999,903.45	1.200	116	1.231	6/25/2026
06048WM72	Bank of America	7/30/2021	1,000,000.00	985,902.00	1,000,000.00	1.200	151	1.200	7/30/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	984,829.00	1,000,000.00	1.250	207	1.250	9/24/2026
06048WP20	Bank of America	9/24/2021	1,000,000.00	984,829.00	1,000,000.00	1.250	207	1.250	9/24/2026
17290A2M1	Citi Bank	7/21/2021	1,000,000.00	989,288.00	1,000,000.00	1.400	142	1.400	7/21/2026
38150AH99	Goldman Sachs	8/17/2021	1,000,000.00	983,952.00	1,000,000.00	1.350	169	1.350	8/17/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	981,589.00	1,000,000.00	1.200	180	1.200	8/28/2026
48128G4X5	JP Morgan	8/30/2021	1,000,000.00	981,589.00	1,000,000.00	1.200	180	1.200	8/28/2026
Treasury Coupon Securities									
91282CLS8	U.S. Treasury	11/26/2024	5,000,000.00	5,015,780.00	4,995,126.07	4.125	244	4.277	10/31/2026
			$471,441,230.19	**$470,424,954.37**	**$471,290,758.10**				

Monthly Investment Activities

Investment Purchases

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	2/24/2026	Purchase		CAMP		35,000,000.00		
	2/25/2026	Purchase		CAMP		10,000,000.00		
Total Purchases						**$ 45,000,000.00**		

Investment Maturities, Calls & Sales

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	2/8/2026	Maturity	037833EB2	Apple Inc.		1,000,000.00	0.7	2/8/2026
	2/9/2026	Maturity	3130AKTJ5	Federal Home Loan Bank		2,000,000.00	0.54	2/9/2026
	2/9/2026	Maturity	3130AKVA1	Federal Home Loan Bank		2,000,000.00	0.75	2/9/2026
	2/9/2026	Maturity	3130AKWD4	Federal Home Loan Bank		2,000,000.00	0.75	2/9/2026
	2/12/2026	Maturity	3130AKVR4	Federal Home Loan Bank		1,000,000.00	0.55	2/12/2026
	2/15/2026	Call	48133MAB6	JP Morgan		1,000,000.00	4.2	8/13/2027
	2/19/2026	Call	3130B4B42	Federal Home Loan Bank		5,000,000.00	4.625	12/23/2027
	2/19/2026	Call	3130B6J98	Federal Home Loan Bank		5,000,000.00	4.5	5/19/2028
	2/24/2026	Maturity	06048WL32	Bank of America		1,000,000.00	0.8	2/24/2026
	2/24/2026	Maturity	3130AKXJ0	Federal Home Loan Bank		11,000,000.00	0.6	2/24/2026
	2/24/2026	Maturity	3130AL7M0	Federal Home Loan Bank		3,000,000.00	0.625	2/24/2026
	2/24/2026	Maturity	3130ALCB8	Federal Home Loan Bank		1,000,000.00	0.68	2/24/2026
	2/25/2026	Call	3134HBBV2	Federal Home Loan Mtg Corp		10,000,000.00	4.47	2/25/2028
	2/27/2026	Call	3134HBBU4	Federal Home Loan Mtg Corp		10,000,000.00	4.64	2/27/2029
Total Maturities, Calls & Sales						**$ 55,000,000.00**		

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: April 7, 2026

TO: City Council

FROM: Robert Ruben, Chief Information Officer, (805) 385-7554, robert.ruben@oxnard.org

SUBJECT: IT Position Reclassification.

RECOMMENDATION

That the City Council adopt a resolution to amend Resolution No. 15,885 to reclassify six existing full time equivalent positions in City service effective April 7, 2026 in accordance with the operating and capital budget for the 2025-2026 fiscal year.

(This item did not originate in Committee.)

BACKGROUND

As the City has worked to centralize information technology services and modernize legacy systems, the IT Department has at times identified strong candidates at classification levels below what was originally budgeted. Hiring these individuals at lower classifications provided an opportunity for internal growth and generated immediate cost savings during a period focused on stabilizing core systems and processes.

Given the IT Department's evolution, the growing complexity of the City's digital infrastructure demands a higher caliber of specialized and senior technical talent — one capable of strengthening governance, driving consistent service delivery, and establishing modern, enterprise-wide technology standards. Investing in the right expertise not only fortifies the department's capacity to manage and evolve critical systems, but also positions the City to attract skilled professionals who can lead innovation and deliver meaningful improvements across all areas of technology operations.

The IT Department is requesting the reclassification of six existing positions to better align the City's workforce with modern technical demands, particularly in the areas of data analytics, enterprise architecture, and other specialized technologies. Given the competitive nature of today's technology labor market, professionals with these advanced skill sets are increasingly difficult to recruit and command higher compensation. By strategically leveraging savings from currently underfilled roles, these reclassifications can be achieved while generating a net budgetary savings of approximately $20,000 annually.

The requested reclassifications are essential to advancing the department's next phase of digital transformation, addressing three key areas:

- Meeting complex technical needs: The City requires advanced expertise in data analytics and systems architecture to continue building and implementing effective solutions for residents and businesses. These are high-demand skill sets that require competitive classifications to successfully attract and retain qualified talent.
- Strategic mentorship and staff development: Recruiting specialized expertise not only strengthens the department's technical capabilities, but also creates opportunities to mentor and develop existing staff — fostering a more skilled and resilient workforce over time.

- Fiscal responsibility: By leveraging existing salary savings, the City can achieve these meaningful improvements without requesting any new General Fund allocations, ensuring a cost-neutral approach to modernization.

Information Technology

FY 25/26 Staffing Allocations

TITLE	FY 25/26 ADOPTED	PROPOSED CHANGE	NEW ALLOCATION
Principal Information Systems Analyst	3	−2	1
Information Technology Supervisor	2	−2	0
Information Technology Officer I	3	−1	2
Information Technology Technician, Senior	3	−1	2
Business Systems Analyst	0	+4	4
Information Technology Officer II	2	+2	4
Total	**13**	0	**13**

This realignment ensures the IT Department is equipped to meet both the current and future technological needs of the City. By optimizing the existing workforce structure and strategically utilizing salary savings, the department can secure the high-level expertise required for modern, efficient operations — all with no additional impact to the City's budget.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The proposed changes reduce annual expenditures by $20,036 based on midpoint salary range calculations, making this realignment budget-neutral with no additional appropriations required.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Gary Krumian, Programmer Analyst

ATTACHMENTS

1. Resolution
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 15,885 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS. Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and

WHEREAS, the City Council has reviewed the revision and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,885 with the following changes to the adopted FY 25/26 position allocations as specified:

Department	Title	FY 25/26 Adopted	Proposed Change	New Allocation
Information Technology	Principal Information Systems Analyst	3	-2	1
	Information Technology Supervisor	2	-2	0
	Information Technology Officer I	3	-1	2
	Information Technology Technician, Senior	3	-1	2
	Business Systems Analyst	0	4	4
	Information Technology Officer II	2	2	4
TOTAL		**13**	**0**	**13**

PASSED AND ADOPTED THIS 7th day of April, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Luis A. Mc Arthur, Mayor

ATTEST:

_____

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

IT Position Reclassification

City Council

April 7, 2026

Rob Ruben, CIO

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council adopt a resolution to amend Resolution No. 15,885 to reclassify six existing full time equivalent positions in City service effective April 7, 2026 in accordance with the operating and capital budget for the 2025-2026 fiscal year.

Centralization & Legacy Systems

- The City has been working to centralize IT services and modernize legacy systems
- During this process, strong candidates were identified at classification levels below what was originally budgeted
- These individuals were hired at lower classifications to support internal growth
- This approach generated immediate cost savings while the department stabilized core systems and processes

Departmental Maturity & Growing Complexity

- The IT Department has continued to mature and evolve
- The City's digital infrastructure has grown increasingly complex
- This complexity now requires a higher caliber of specialized and senior technical talent
- Stronger expertise is needed to improve governance and ensure consistent service delivery
- Modern, enterprise-wide technology standards must be established and maintained

Benefits of Investing in the Right Expertise

- The right talent will strengthen the department's ability to manage and evolve critical systems
- It positions the City to attract skilled professionals who can lead innovation
- It will drive meaningful improvements across all areas of technology operations

The requested reclassifications are essential to advancing the department's next phase of digital transformation, addressing three key areas:

Meeting Complex Technical Needs:

- Advanced expertise in data analytics and systems architecture is required
- High-demand skills need competitive classifications to attract and retain talent

Strategic Mentorship and Staff Development:

- Specialized hires strengthen the department's technical capabilities
- Creates opportunities to mentor and develop existing staff
- Builds a more skilled and resilient workforce over time

Fiscal Responsibility:

- Leverages existing salary savings — no new General Fund allocations required
- Ensures a cost-neutral approach to modernization

PROPOSED RECLASSIFICATIONS

Information Technology

FY 25/26 Staffing Allocations

TITLE	FY 25/26 ADOPTED	PROPOSED CHANGE	NEW ALLOCATION
Principal Information Systems Analyst	3	−2	1
Information Technology Supervisor	2	−2	0
Information Technology Officer I	3	−1	2
Information Technology Technician, Senior	3	−1	2
Business Systems Analyst	0	+4	4
Information Technology Officer II	2	+2	4
Total	**13**	0	**13**

The proposed changes reduce annual expenditures by $20,036 based on midpoint salary range calculations, making this realignment budget-neutral with no additional appropriations required.

RECOMMENDATION

That the City Council adopt a resolution to amend Resolution No. 15,885 to reclassify six existing full time equivalent positions in City service effective April 7, 2026 in accordance with the operating and capital budget for the 2025-2026 fiscal year.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: April 7, 2026

TO: City Council

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

SUBJECT: Project Contingency for Agreement 32600359 with Toro Enterprises, Inc. for Emergency Water Main Break Repairs Near 800 E. Pleasant Valley Road.

RECOMMENDATION

That the City Council approve and authorize a $10,000 project contingency for Agreement No. 32600359 with Toro Enterprises, Inc., increasing the contract amount to a new not-to-exceed total of $270,000.

(This item is a continuation of an item previously brought to the City Council on March 3, 2026.)

BACKGROUND

This contract was for emergency repairs in two separate sections of the 12-inch cast-iron water main near 800 E Pleasant Valley Road. The contractor, Toro Enterprise, Inc (Toro), provided construction services to repair the main breaks. Toro completed the repairs to include the use of sand, slurry, paving, and pavement markings of the roadway on both lanes going westbound on Pleasant Valley Road. The contract was originally approved by the City Council on March 3, 2026, for a not-to-exceed value of $260,000, using preliminary information available at the time the staff report was drafted.

DISCUSSION

As noted by Public Works staff at the March 3, 2026, City Council meeting, when the original agreement was approved by the City Council, the not-to-exceed value for contract 326000359 was $260,000, but was based on estimates. Toro has completed the emergency repairs and has provided sufficient documentation to amend the agreement to account for the total amount of labor hours, equipment rentals, and material quantities.

A one-time Contract Change Order (CCO) is recommended to capture final contractor amounts and allow for any adjustments that may be needed once all of the documents have been reviewed/approved by City staff.

In summary:

Original emergency contract amount:	$260,000.00
Contract Change Order (1):	+$10,000.00
New Contract Value:	$270,000.00

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The recommended not-to-exceed increase for this contract is $10,000.00, which brings the total not-to-exceed amount of the contract to $270,000.00 with Toro Enterprises, Inc for Emergency Repairs on a Water Main near 800 E. Pleasant Valley Rd. Funds are available in the Water Operating Fund 601 (6013600-53200) for this emergency work. As of the date of drafting this staff report, the total amount due is $266,027.91 and will be verified once all documents already provided by Toro are audited by Public Works staff.

COMMITTEE OUTCOME

This item is a continuation of an item previously brought to the City Council on March 3, 2026.

Please click here to view the Measure M pre-recorded presentation video.

Please click here to view the March 3, 2026 City Council meeting.

Prepared by: Chris Peyton, Water Division Manager

ATTACHMENTS

1. 32600359 Contract Toro Enterprises, Inc PW26-88
2. March 3, 2026 Staff Report Item N3
3. Toro March 4, 2026 Amended (Final) Estimate for First Main Break $9,158.96
4. Toro March 4, 2026 Final Estimate for Second Main Break $12,245.40

Agreement No.: 32600359

CONTRACT FOR EMERGENCY WATER MAIN BREAK REPAIRS NEAR 800 EAST PLEASANT VALLEY ROAD SPECIFICATION NO. PW 26-88

BY AND BETWEEN THE CITY OF OXNARD AND TORO ENTERPRISES, INC.

THIS EMERGENCY CONTRACT (the "Contract") is made and entered this 3rd day of March, 2026 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC., ("Contractor"). The City and Contractor are sometimes hereinafter referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, the City required the immediate repair of a broken 12-inch cast iron water main line that first ruptured on February 3, 2026 causing potable water to rush out of the water main creating a sink hole and dangerous conditions to the City's water system, users and motorists traveling on or near Pleasant Valley Road, and on February 8, 2026, a second main break occurred 5 to 10 feet east of the first main break. The second main break was 6 inches in diameter and required replacement of 20 feet of the water main; and

WHEREAS, the Director of Public Works, pursuant to his authority in Oxnard City Code section 4-30(B)(5), found there was substantial evidence to implement emergency contracting procedures, allowed under Public Contract Code section 22050, to dispense with bidding requirements due to the emergency caused by the broken water main; and

WHEREAS, the City contacted Toro Enterprises, Inc., because Toro was able to provide immediate services to the City and fully remediate the emergency caused by the ruptured water main; and

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

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

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

COUNCIL APPROVED
3/3/26 N.3
DATE

1. RECITALS

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

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

1. Contract, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities");
2. Contractor's Proposal (Exhibit A);
3. Scope of Work (Exhibit B);
4. Insurance Requirements: Form INS-G (Exhibit C);
5. Change Orders issued and approved by the City;
6. Permits.

3. CONTRACTOR'S OBLIGATIONS

A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work professionally and expeditiously and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").

B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.

C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.

D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The

Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires, and tidal waves.

4. LICENSES REQUIRED

A. The Contractor or its subcontractor responsible for the construction work shall possess a valid Class A General Engineering Contractor's license issued by the California State Contractors License Board.

B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.

C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.

D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE: PAYMENT

A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor two hundred forty-four thousand, six hundred twenty-three dollars and fifty-five cents ($244,623.55) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, and all overhead costs, in accordance with Contractor's Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.

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

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

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

A. Contract Time & Notice to Proceed. The Work under this Agreement is proceeding on an emergency basis and shall be diligently prosecuted to completion, which shall mean a full remediation of the circumstances that created the emergency and a restoration of the site to its original condition before the emergency began. The City may issue a verbal or written Notice to Proceed to the Contractor indicating that the work on this emergency project may commence on the date and time indicated by the City and may be done so prior to the approval / execution of this Contract, which also requires insurance documents and a business tax certificate.

B. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars ($375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.

2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:

1. Each Party shall designate a senior management or executive-level representative to negotiate any dispute.
2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to the Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required before initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be affected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.

B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:

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

C. Upon such termination, the Contractor will be paid without duplication for:

1. Work completed in accordance with the Contract Documents before the effective date of the Notice of Termination for Convenience;
2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and
3. Reasonable expenses directly attributable to termination.

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

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

9. TERMINATION FOR CONTRACTOR'S DEFAULT

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

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

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

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to

cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

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

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

10. PREVAILING WAGE

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

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

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

1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or

be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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

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

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

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

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

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

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

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

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

2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Contract by the respective

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

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

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

11. [RESERVED]

12. COMPLIANCE WITH LAWS

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

13. WORKERS' COMPENSATION CERTIFICATION

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

14. INSURANCE

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

15. [RESERVED]

16. TIME OF THE ESSENCE

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

17. INDEMNIFICATION

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

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

the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

18. THIRD PARTY CLAIMS

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

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

19. CONFLICTS OF INTEREST

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

20. REPORTS, BOOKS, AND RECORDS; AUDIT

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

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

C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

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

21. NONDISCRIMINATORY EMPLOYMENT

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

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

22. MODIFICATIONS AND AMENDMENTS

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

23. ENTIRE AGREEMENT

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

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

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

24. AMBIGUITIES

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

25. NOTICES

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

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

TO CONTRACTOR:
TORO ENTERPRISES, INC.
Attn: Sean Castillo, CEO
2101 Ventura Blvd
Oxnard, CA 93031

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

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

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

27. REVIEW BY ATTORNEYS

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

28. [RESERVED]

29. CARE OF WORK

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

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

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

32. SUCCESSORS, HEIRS, AND ASSIGNS

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

33. GENDER; PLURAL

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

34. SEVERABILITY

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

35. GOVERNING LAW

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

36. CUMULATIVE REMEDIES

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

37. VENUE

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

38. EFFECTIVENESS OF CONTRACT

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

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

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

40. WAIVER

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

41. INDEPENDENT CONTRACTOR STATUS

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

42. COUNTERPARTS

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

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

44. ATTORNEY'S FEES

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

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

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

CITY OF OXNARD

3/04/2026

☐ Luis A. Mc Arthur, Mayor[1] Date

☐ Purchasing Agent

☒ Alexander Nguyen, City Manager

ATTEST:

N/A

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

APPROVED AS TO FORM:

2/24/2026

Stephen M. Fischer Date
City Attorney

TORO ENTERPRISES, INC.

Sean Castillo, CEO[2] Date

Jerry Hannigan, Secretary Date

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000. The Purchasing Agent may execute any authorized agreement up to $220,000.

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

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

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

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

CITY OF OXNARD

☐ Luis A. Mc Arthur, Mayor[1] Date
☐ Purchasing Agent
☒ Alexander Nguyen, City Manager

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer Date
City Attorney

TORO ENTERPRISES, INC.

Sean Castillo, CEO[2] 3/4/2024 Date

Jerry Hannigan, Secretary 3/4/2024 Date

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000. The Purchasing Agent may execute any authorized agreement up to $220,000.

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

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

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

EXHIBITS

Exhibit A: **Contractor's Proposal**

Exhibit B: **Scope of Work**

Exhibit C: **Form INS-G: Insurance Requirements**

The corresponding exhibits and forms contained within follow

EXHIBIT A

CONTRACTOR'S PROPOSAL FOR EMERGENCY WATER MAIN BREAK REPAIRS NEAR 800 EAST PLEASANT VALLEY ROAD, SPECIFICATION NO. PW 26-88

In compliance with ***the Director of Public Works' emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system***, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

- 02/05/2026 - Water main repair on Pleasant Valley Rd West of Jefferson: $149,647.80
- 02/10/2026 - Water main repair on Pleasant Valley Rd West of Rose Av: $94,975.75

$244,623.55

CITY OF OXNARD CALIFORNIA

NON-SCHEDULED - URGENT

REPAIR WORK ESTIMATE

TO BE COMPLETED BY CONTRACTOR & SUBMITTED TO CITY

Date: 2/5/2026

FROM: BRETT FRANKLIN (Name of Estimator) OF: TORO ENTERPRISES, INC. (Contractor)

To: CHRIS PEYTON (Name of Project Manager, City of Oxnard) WATER (Division)

12 WATER REPAIR ON PLEASANT VALLEY RD WEST OF JEFFERSON (Project Name)

BRIEFLY DESCRIBE THE LOCATION & WORK PERFORMED: TORO WAS CALLED OUT TO PLEASANT VALLEY RD TO REPAIR 12" WATER LINE THAT BLEW OUT AT 6:00AM. TORO REPLACED THE CITY'S TRAFFIC CONTROL AND BEGAN WORK. REPAIR WAS MADE AND ROCK WAS PLACED 1' BELOW THE REPAIRED PIPE AND SANDED TO SECURE, TO ALLOW THE WATER DEPT TO RE-ENERGIZE THE WATER.TORO TO RETURN THE FOLLOWING DAY TO DIG OUT DAMAGED ASPHALT 90'X 32' AND OVER-EX 8" OF BASE PER CITY INSPECTOR. WILL GRADE AND COMPACT FOR 90' NEW CONCRETE CURB IN THE CENTER MEDIAN. TORO IS SCHEDULED TO PAVE ON THURSDAY WITH A 4"SECTION OF 3/4" MIX AND CAP WITH 2" OF 1/2"MIX. ONCE COMPLETE THE AREA AFFECTED WITH MUD WILL BE CLEANED & TRAFFIC CONTROL WILL BE PULLED AND OPENED.

RATES BELOW ARE AS STATED IN THE CONTRACT, AND ARE NOT SUBJECT TO ESCALATION OR NEGOTIATION

LABOR STRAIGHT TIME	NUMBER OF WORKERS		HOURS		HOURLY RATE MON-FRI 8AM-5PM		WORKERS x HOURS x HOURLY RATE
FOREMAN	1	X	24	X	$ 153.04	=	$ 3,672.96
OPERATOR	4	X	24	X	$ 132.12	=	$ 12,683.52
LABORER	9	X	24	X	$ 98.20	=	$ 21,211.20
SUPERINTENDENT	1	X	12	X	$ 163.61	=	$ 1,963.32
LABOR OVER TIME	1		HOURS		MON-FRI 5:01PM - 7:59 AM		WORKERS x HOURS x HOURLY RATE
FOREMAN	1	X	24	X	$ 229.56	=	$ 5,509.44
OPERATOR	4	X	24	X	$ 198.16	=	$ 19,023.36
LABORER	5	X	24	X	$ 147.30	=	$ 17,676.00
SUPERINTENDENT	1	X	4	X	$ 245.41	=	$ 981.64
LABOR DOUBLE TIME	NUMBER OF WORKERS		HOURS		SAT, SUN, HOLIDAYS		WORKERS x HOURS x HOURLY RATE
FOREMAN		X		X	$ 306.07	=	$ -
OPERATOR		X		X	$ 264.22	=	$ -
LABORER		X		X	$ 196.40	=	$ -
SUPERINTENDENT		X		X	$ 327.21	=	$ -
					LABOR TOTAL:		$ 82,721.44
EQUIPMENT	**QUANTITY**		**HOURS**		**HOURLY RATE**		**QUANTITY x HOURS x HOURLY RATE**
Air Compressor	1	X	24	X	$ 24.40	=	$ 585.60
Service Truck	3	X	40	X	$ 48.80	=	$ 5,856.00
Backhoe Caterpillar 420 or	3	X	40	X	$ 63.44	=	$ 7,612.80
Bobtail Dump Truck	2	X	40	X	$ 51.24	=	$ 4,099.20
150 GPM Pump w/20-ft hose	1	X		X	$ 9.76	=	$ -

Traffic Control- No Flaggers, 8 Hour Day	2	X	48	X	$ 39.04		$ 3,747.84
Traffic Control, Number of Flaggers, Regular 8 Hour Day		X		X	$ 217.29	=	$ -
Traffic Control, Number of Flaggers, Over Time 8 Hour Day	1	X	20	X	$ 325.93	=	$ 6,518.60
Traffic Control, Number of Flaggers, Double Time 8 Hour Day		X		X	$ 434.58	=	$ -
Stihl TS 500 of Equal Saw		X		X	$ 8.70	=	$ -
Multiquip MTX70 or Equal		X		X	$ 11.03	=	$ -
Pumper Truck 120 Barrel Reg Time	1	X		X	$ 253.29	=	$ -
Pumper Truck 120 Barrel Over Time		X		X	$ 330.90	=	$ -
Pumper Truck 120 Barrel DoubleTime		X		X	$ 399.68	=	$ -
						EQUIPMENT TOTAL:	$ 28,420.04

MISC. WORK	QUANTITY		TOTAL DAYS		PER DAY RATE		QUANTITY x DAYS x PER DAY RATE
4" Discharge Pump	1	X	1	X	$ 506.32	=	$ 506.32
6" Discharge Pump		X		X	$ 652.72	=	$ -
8" Discharge Pump		X		X	$ 774.72	=	$ -
12" Discharge Pump		X		X	$ 1,073.63	=	$ -
16" Discharge Pump		X		X	$ 1,073.63	=	$ -
24" Discharge Pump		X		X	$ 1,073.63	=	$ -
						MISC. WORK TOTAL:	$ 506.32
						MATERIALS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized materials list will be required with the invoice.	$ 38,000.00
						SUBCONTRACTORS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized Subcontractor quote will be required with the invoice.	
						ESTIMATE TOTAL:	$ 149,647.80

CITY OF OXNARD CALIFORNIA

NON-SCHEDULED - URGENT

REPAIR WORK ESTIMATE

TO BE COMPLETED BY CONTRACTOR & SUBMITTED TO CITY

Date: 2/10/2026

FROM: BRETT FRANKLIN
Name of Estimator

OF: TORO ENTERPRISES, INC.
Contractor

To: CHRIS PEYTON
Name of Project Manager, City of Oxnard

WATER
Division

WATER MAIN REPAIR EAST OF WEST OF ROSE AVE
Project Name

BRIEFLY DESCRIBE THE LOCATION & WORK PERFORMED: TORO WAS CALL OUT ON SUNDAY 2/8/26 ON ANOTHER MAIN BREAK AT PLEASANT VALLEY RD WEST OF ROSE AVE. BROKE OUT ASPHALT,SETUP 4" PUMP AND MADE REPAIR ROCK WAS BROUGHT IN TO STABLIZE THE BOTTOM OF THE PIPE ZONE. ONCE STABLIZE, SAND,BASE & COLD PATCHED. POURED NEW CURB AND PAVED AFFECTED AREA

RATES BELOW ARE AS STATED IN THE CONTRACT, AND ARE NOT SUBJECT TO ESCALATION OR NEGOTIATION

LABOR STRAIGHT TIME	NUMBER OF WORKERS		HOURS		HOURLY RATE MON-FRI 8AM-5PM		WORKERS x HOURS x HOURLY RATE
FOREMAN	1	X	18	X	$ 153.04	=	$ 2,754.72
OPERATOR	3	X	16	X	$ 132.12	=	$ 6,341.76
LABORER	4	X	16	X	$ 98.20	=	$ 6,284.80
SUPERINTENDENT	1	X	6	X	$ 163.61	=	$ 981.66
LABOR OVER TIME	**NUMBER OF WORKERS**		**HOURS**		**MON-FRI 5:01PM - 7:59 AM**		**WORKERS x HOURS x HOURLY RATE**
FOREMAN		X		X	$ 229.56	=	$ -
OPERATOR		X		X	$ 198.16	=	$ -
LABORER		X		X	$ 147.30	=	$ -
SUPERINTENDENT		X		X	$ 245.41	=	$ -
LABOR DOUBLE TIME	**NUMBER OF WORKERS**		**HOURS**		**SAT, SUN, HOLIDAYS**		**WORKERS x HOURS x HOURLY RATE**
FOREMAN	1	X	19	X	$ 306.07	=	$ 5,815.33
OPERATOR	2	X	17	X	$ 264.22	=	$ 8,983.48
LABORER	6	X	18	X	$ 196.40	=	$ 21,211.20
SUPERINTENDENT	1	X	2	X	$ 327.21	=	$ 654.42
					LABOR TOTAL:		$ 53,027.37

EQUIPMENT	QUANTITY		HOURS		HOURLY RATE		QUANTITY x HOURS x HOURLY RATE
Air Compressor	1	X	8	X	$ 24.40	=	$ 195.20
Service Truck	2	X	35	X	$ 48.80	=	$ 3,416.00
Backhoe Caterpillar 420 or	2	X	35	X	$ 63.44	=	$ 4,440.80
Bobtail Dump Truck	2	X	35	X	$ 51.24	=	$ 3,586.80
150 GPM Pump w/20-ft hose		X		X	$ 9.76	=	$ -

Traffic Control- No Flaggers, 8 Hour Day		X		X	$ 39.04		$ -
Traffic Control, Number of Flaggers, Regular 8 Hour Day	1	X	18	X	$ 217.29	=	$ 3,911.22
Traffic Control, Number of Flaggers, Over Time 8 Hour Day		X		X	$ 325.93	=	$ -
Traffic Control, Number of Flaggers, Double Time 8 Hour Day	1	X	18	X	$ 434.58	=	$ 7,822.44
Stihl TS 500 of Equal Saw	1	X	8	X	$ 8.70	=	$ 69.60
Multiquip MTX70 or Equal		X		X	$ 11.03	=	$ -
Pumper Truck 120 Barrel Reg Time		X		X	$ 253.29	=	$ -
Pumper Truck 120 Barrel Over Time		X		X	$ 330.90	=	$ -
Pumper Truck 120 Barrel DoubleTime		X		X	$ 399.68	=	$ -
						EQUIPMENT TOTAL:	$ 23,442.06
MISC. WORK	QUANTITY		TOTAL DAYS		PER DAY RATE		QUANTITY x DAYS x PER DAY RATE
4" Discharge Pump	1	X	1	X	$ 506.32	=	$ 506.32
6" Discharge Pump		X		X	$ 652.72	=	$ -
8" Discharge Pump		X		X	$ 774.72	=	$ -
12" Discharge Pump		X		X	$ 1,073.63	=	$ -
16" Discharge Pump		X		X	$ 1,073.63	=	$ -
24" Discharge Pump		X		X	$ 1,073.63	=	$ -
						MISC. WORK TOTAL:	$ 506.32
					MATERIALS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized materials list will be required with the invoice.		$ 18,000.00
					SUBCONTRACTORS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized Subcontractor quote will be required with the invoice.		
						ESTIMATE TOTAL:	$ 94,975.75

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

EXHIBIT B

SCOPE OF WORK

EMERGENCY WATER MAIN BREAK REPAIRS NEAR 800 EAST PLEASANT VALLEY ROAD, SPECIFICATION NO. PW 26-88

1000-1 DESCRIPTION AND LOCATION

Contractor furnished all necessary labor, materials, tools & equipment, work signs, cones, and/or traffic control equipment, permits, and other incidentals and appurtenant work to repair a 12-inch cast iron water line that ruptured in two separate areas. Contractor placed approximately 2 feet of 1 inch of rock below the ruptured water line to stabilize the ground below and above to secure the water main, and allow Oxnard Staff to re-energize the water line. Contractor followed by digging out damaged asphalt (approx. size 90 x 32) and over 8 inches of base per City's and Inspector's specifications. Contractor graded and compacted for a new concrete curb in the center median. Contractor paved a 4-inch section of ¾ inch mix of asphalt and capped it with a 2-inch layer of half-mix. Contractor cleaned the affected area, completed paving, and striping of the roadway on both lanes going westbound on Pleasant Valley Road.

Work shall include, but not be limited to, asphalt concrete digs out and repair, base preparation, striping services, and concrete repair work for the Public Works Department's Water Division.

The Scope of Work shall include:

A. Comply with Manual on Uniform Traffic Control Devices (MUTCD) and Caltrans traffic control regulations.

B. Perform saw cutting for clean edges.

C. T-Grind a foot on each side.

D. Tack Oil and prep all edges and surfaces.

E. Compact excavated locations to 95% compaction.

F. Remove and properly dispose of all construction waste.

G. Procure and install replacement material to match the existing, unless otherwise directed by the City.

H. Restore striping to match existing.

1000-2 STANDARDS & GENERAL PROVISIONS

All Work shall be completed to design and construction standards identified in the Standard Specifications for Public Works Construction (SSPWC) or (Greenbook). Standards may include, but are not limited to: Water Division Standards, Manual on Uniform Traffic Control Devices (MUTCD), Caltrans traffic control regulations, and the County of Ventura's Standard Plate on Raise Existing Utility Cover.

All Work shall comply with the most recent version of the Standard Specifications for Public Works Construction (Greenbook) and the City of Oxnard and the County of Ventura's Standard Plates and Design Criteria, including but not limited to:

A. Work shall include re-striping all traffic line details to their original condition, damaged by the Contractor's operations per SSPWC (Greenbook).
B. Asphalt concrete shall be Type III (DGAC-C2 PG 64-10), tack coat shall be SS-1H @ 0.08 gal/SY as specified in Section 203-6 of SSPWC (Greenbook).
C. Concrete shall conform to Section 201 of SSPWC and shall be per Table 201-1.1.2.
D. White and yellow traffic striping symbol paint (2-Coat) shall be waterborne and conform to State Specification PTWB-01R2.
E. All materials used in the repair shall meet the requirements of the SSPWC and be approved by the City's Project Manager.
F. Contractor shall be responsible for the proper disposal of all materials associated with this Project, i.e., excavated materials. Contractor shall comply with all the NPDES, State, local Water Boards, and City of Oxnard laws, policies, and regulations in the prevention, containment, and recovery of all discharges at the Work Site.

1000-3 PAYMENT AND INVOICING

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent assessing or troubleshooting, enroute or traveling to acquire parts or supplies.

The invoice shall include a cover letter with a summary of the work performed and a detailed backup of all fees associated with the invoice. The City will not pay for an invoice over the amount specified in the Agreement.

Contractor shall submit invoices to the City by the end of each calendar month. Invoices shall be emailed to: waterap@oxnard.org.

The lump sum contract price shall include full compensation for furnishing all work signs, cones, traffic control/equipment and incidentals, labor, materials (including emulsion for tack coat and asphalt concrete), tools, equipment, and for doing all the work involved in pavement excavation and removal, subgrade compaction, including replacing AC complete in place as specified in this Scope of Work and as directed by the Project Manager.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the contract price, and no separate or additional compensation shall be allowed.

Move-in/move-out of equipment shall be considered as a component of the contract unit price, and no separate or additional compensation shall be made. No per diem shall be paid. No additional payment shall be made for travel time to and from the job site.

PROJECT PHOTOS

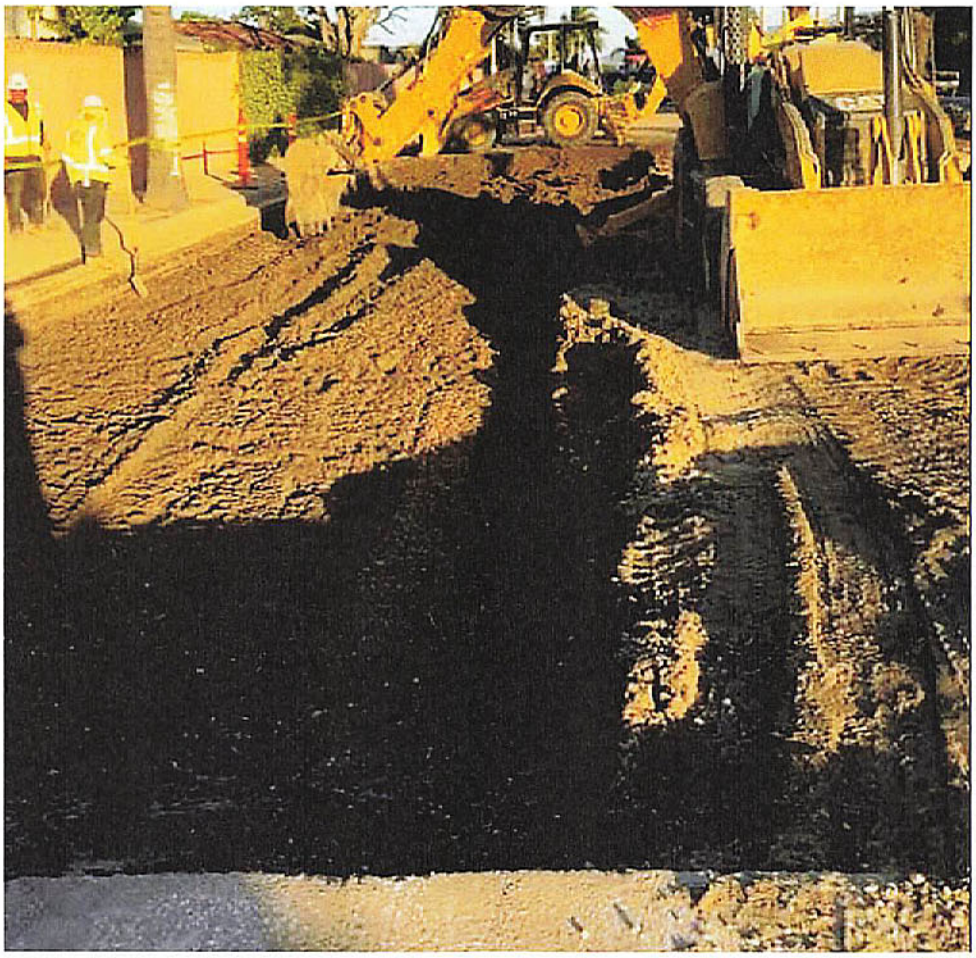
FIRST MAIN BREAK NEAR 800 E PLEASANT VALLEY RD













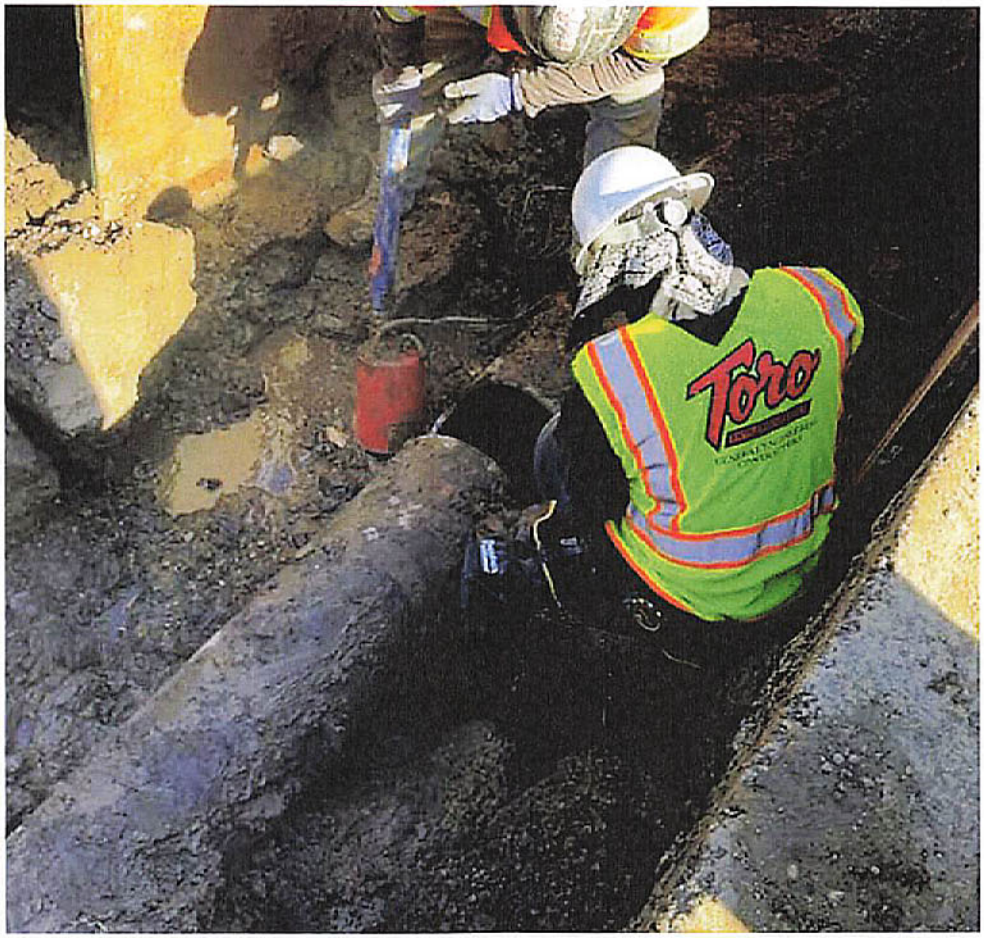




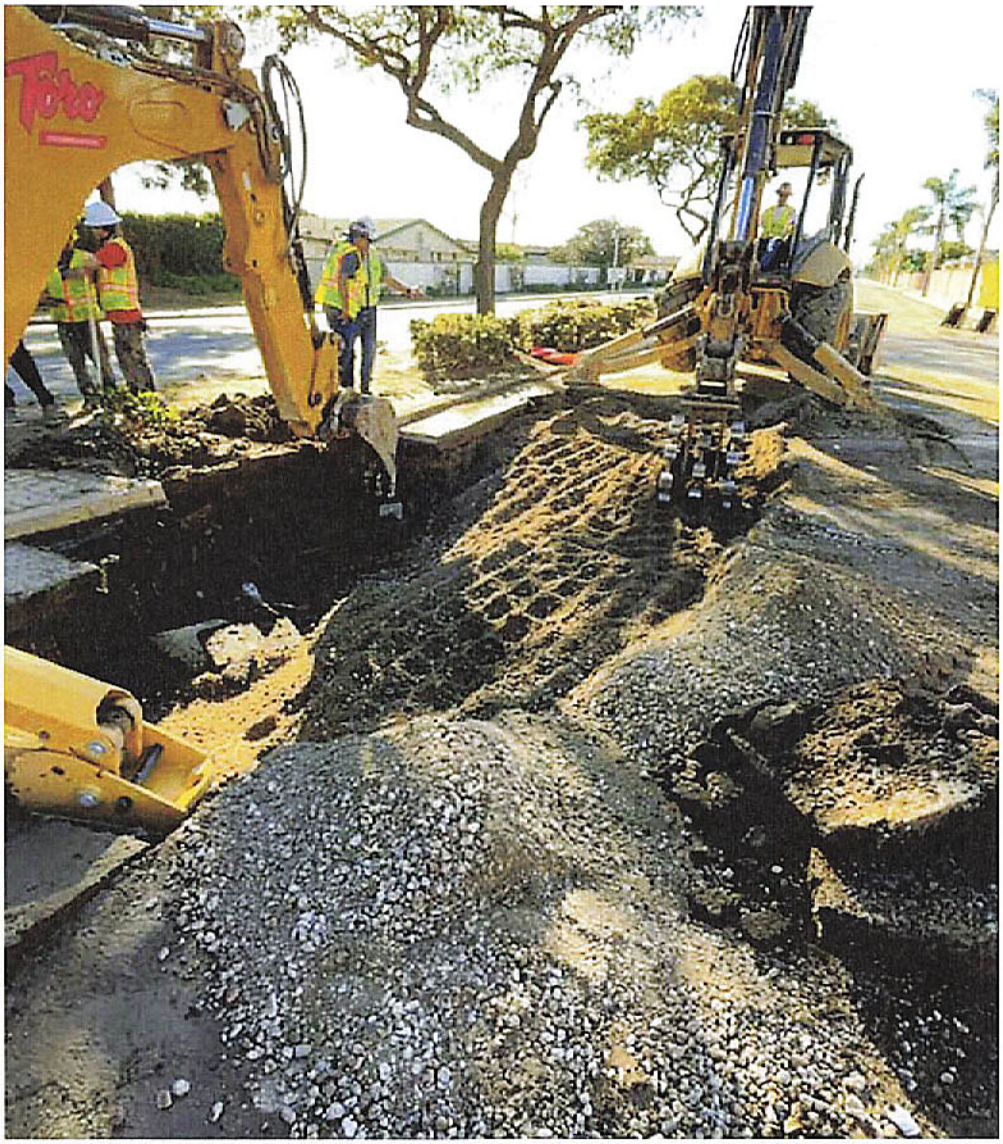
PROJECT PHOTOS

SECOND MAIN BREAK NEAR 800 E PLEASANT VALLEY RD




Toro





[END OF SCOPE OF WORK]

EXHIBIT C

FORM INS-G: INSURANCE REQUIREMENTS

Exhibit INS-G

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

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

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

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

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

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

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

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

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

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

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

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

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

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

SAMPLE

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

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

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED

SAMPLE

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/23 INS-G.doc

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

SAMPLE

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/23

INS-G.doc

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.3

DATE: March 3, 2026

TO: City Council

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

SUBJECT: Ratify an Emergency Order and Approve a Public Project Agreement with Toro Enterprises, Inc. for Two Emergency Repairs on a Water Main Near 800 E Pleasant Valley Rd in an amount not to exceed $260,000.

RECOMMENDATION

That the City Council review and ratify the following:

1. The Director of Public Works' emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system;
2. Authorize the City Manager to execute an emergency Public Project Agreement with Toro Enterprises, Inc. for a total amount not to exceed $260,000.00 for Two Emergency Repairs on a Water Main near 800 E Pleasant Valley Rd; and
3. The Director of Public Works' declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/sdeZszzFdd4

BACKGROUND

Oxnard City Code Section 4-30(B)(5) authorizes the Director of Public Works to order or take any directly related and immediate action required in an emergency without giving notice for bids to let contracts for a public project, in conformity with Public Contract Code section 22050.

On February 3, 2026, a 12-inch cast-iron water main break occurred near 800 E Pleasant Valley, causing a sinkhole, localized flooding, and asphalt damage. The westbound lanes on E. Pleasant Valley Rd. were closed, and traffic was redirected.

On February 8, 2026, a second main break occurred approximately east of the previous main break. The second main break was 6 inches in diameter and required the replacement of 20 feet of the water main.

The circa 1964 water main is a cast-iron pipe, and over time, from normal wear and tear, is susceptible to breaks. These water main breaks created emergencies that required immediate action, which was ordered and directed by the Director of Public Works.

To ensure immediate completion of the work initiated by Water Division staff, Toro Enterprises, Inc. was contacted on an urgent basis to assist with the required repairs on the 12-inch cast iron water main. Toro completed the repairs to include

the use of sand, slurry, paving, and pavement markings of the roadway on both lanes going westbound on Pleasant Valley Road.

On February 4, 2026, Toro submitted an initial estimate for the February 3rd main break in the amount of $123,151.00, indicating the work would exceed $100,000. On February 5, 2026, Toro submitted a revised estimate with a sub-total of $149,647.80. The increase reflected the additional costs associated with the late-night work required to complete repairs and reopen Pleasant Valley Road to traffic.

On February 10, 2026, Toro submitted an estimate for the February 8th main break, with a sub-total of $94,975.75, which includes the above-ground pavement work.

The first available City Council meeting after receiving the final estimated cost from Toro is March 3, 2026.

DISCUSSION

The provisions of the Purchasing Ordinance allow emergency work to proceed without competitive bidding, subject to certain requirements. Pursuant to Oxnard City Code Section 4-30 and Public Contract Code §22050, the Director of Public Works may order any emergency action required to repair or replace any public facility without adopting plans, specifications, working details, or giving notice for bids to let contracts. Such work may be performed by City Staff or a Contractor, or a combination of the two. In this case, the emergency repair work was performed by both City Staff and a third-party contractor, Toro.

A Public Project Agreement with Toro Enterprises, Inc., for a total amount not to exceed $260,000.00 for the Two Emergency Repairs on the 12-inch cast iron Water Main near 800 E Pleasant Valley Rd is required to comply with the City's Purchasing Ordinance 3053. The request is for $260,000.00, slightly above the current estimated amounts from Toro, in case any final adjustments to work quantities are required once all time and material tickets and/or material delivery tickets are available and reviewed by water staff for completeness.

As of the date of this report, the water main breaks that caused the two separate emergency circumstances have ceased, and no further emergency action is required at this time.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the Public Project Agreement with Toro Enterprises, Inc., shall not exceed $260,000.00 for Emergency Repairs on a Water Main near 800 E Pleasant Valley Rd. Funds are available in the Water Operating Fund 601 (6013600-53200) for this Agreement.

COMMITTEE OUTCOME

This item did not originate in Committee per the City Council Committee Bylaws Resolution 15,851, Article II, Section D.3.c as this is an urgency item.

Prepared by: Chris Peyton, Water Division Manager

ATTACHMENTS

1. Toro February 3, 2026 Estimate for First Main Break
2. Toro February 5, 2026 Updated Estimate for First Main Break
3. Toro February 10, 2026 Estimate for Second Main Break
4. Presentation

NON-SCHEDULED - URGENT

REPAIR WORK ESTIMATE

TO BE COMPLETED BY CONTRACTOR & SUBMITTED TO CITY

Date: 3/4/2026

BRETT FRANKLIN — *Name of Estimator*

OF: TORO ENTERPRISES, INC. — *On-Call Contractor*

To: CHRIS PEYTON — *Name of Project Manager, City of Oxnard*

WATER — *Division*

12'' WATER REPAIR, PLEASANT VALLEY & JEFFERSON — *Project Name*

32600359 — *Agreement No.*

BRIEFLY DESCRIBE THE LOCATION & WORK PERFORMED: DUE TO SATURATED CONDITIONS PUBIC WORKS

INSPECTOR WANTED TRENCH TO SIT OVERNITE TO DRY OUT. THE NEXT DAY HE INFORMED THE CREW IT HAD TO DRY OUT

6 MORE HOURS. AFTER SIX HOURS CREW WAS DIRECTED TO PLACE GEOGRID TO STABLIZE BASE FOR PAVING.

RATES BELOW ARE AS STATED IN THE CONTRACT, AND ARE NOT SUBJECT TO ESCALATION OR NEGOTIATION

LABOR STRAIGHT TIME	NUMBER OF WORKERS		HOURS		HOURLY RATE MON-FRI 8AM-5PM		WORKERS x HOURS x HOURLY RATE
FOREMAN	1	X	8	X	$ 153.04	=	$ 1,224.32
OPERATOR	4	X	8	X	$ 132.12	=	$ 4,227.84
LABORER	3	X	8	X	$ 98.20	=	$ 2,356.80
SUPERINTENDENT		X		X	$ 163.61	=	$ -

LABOR OVER TIME	NUMBER OF WORKERS		HOURS		MON-FRI 5:01PM - 7:59 AM		WORKERS x HOURS x HOURLY RATE
FOREMAN		X		X	$ 229.56	=	$ -
OPERATOR		X		X	$ 198.16	=	$ -
LABORER		X		X	$ 147.30	=	$ -
SUPERINTENDENT		X		X	$ 245.41	=	$ -

LABOR DOUBLE TIME	NUMBER OF WORKERS		HOURS		SAT, SUN, HOLIDAYS		WORKERS x HOURS x HOURLY RATE
FOREMAN		X		X	$ 306.07	=	$ -
OPERATOR		X		X	$ 264.22	=	$ -
LABORER		X		X	$ 196.40	=	$ -
SUPERINTENDENT		X		X	$ 327.21	=	$ -
					LABOR TOTAL:		$ 7,808.96

EQUIPMENT	QUANTITY		HOURS		HOURLY RATE		QUANTITY x HOURS x HOURLY RATE
Air Compressor		X		X	$ 24.40	=	$ -
Service Truck		X		X	$ 48.80	=	$ -
Backhoe Caterpillar 420 or		X		X	$ 63.44	=	$ -
Bobtail Dump Truck		X		X	$ 51.24	=	$ -
150 GPM Pump w/20-ft hose		X		X	$ 9.76	=	$ -

Traffic Control- No Flaggers, 8 Hour Day		X		X	$ 39.04		$ -
Traffic Control, Number of Flaggers, Regular 8 Hour Day		X		X	$ 217.29	=	$ -
Traffic Control, Number of Flaggers, Over Time 8 Hour Day		X		X	$ 325.93	=	$ -
Traffic Control, Number of Flaggers, Double Time 8 Hour Day		X		X	$ 434.58	=	$ -
Stihl TS 500 of Equal Saw		X		X	$ 8.70	=	$ -
Multiquip MTX70 or Equal		X		X	$ 11.03	=	$ -
Pumper Truck 120 Barrel Reg Time		X		X	$ 253.29	=	$ -
Pumper Truck 120 Barrel Over Time		X		X	$ 330.90	=	$ -
Pumper Truck 120 Barrel DoubleTime		X		X	$ 399.68	=	$ -
						EQUIPMENT TOTAL:	**$ -**
MISC. WORK	**QUANTITY**		**TOTAL DAYS**		**PER DAY RATE**		**QUANTITY x DAYS x PER DAY RATE**
4" Discharge Pump		X		X	$ 506.32	=	$ -
6" Discharge Pump		X		X	$ 652.72	=	$ -
8" Discharge Pump		X		X	$ 774.72	=	$ -
12" Discharge Pump		X		X	$ 1,073.63	=	$ -
16" Discharge Pump		X		X	$ 1,073.63	=	$ -
24" Discharge Pump		X		X	$ 1,073.63	=	$ -
						MISC. WORK TOTAL:	**$ -**
						MATERIALS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized materials list will be required with the invoice.	**$ 1,350.00**
						SUBCONTRACTORS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized Subcontractor quote will be required with the invoice.	
						ESTIMATE TOTAL:	**$ 9,158.96**

NON-SCHEDULED - URGENT

REPAIR WORK ESTIMATE

TO BE COMPLETED BY CONTRACTOR & SUBMITTED TO CITY

Date: 3/4/2026

FROM: BRETT FRANKLIN *Name of Estimator*

OF: TORO ENTERPRISES, INC. *On-Call Contractor*

To: CHRIS PEYTON *Name of Project Manager, City of Oxnard*

WATER *Division*

12" WATER REPAIR WEST OF ROSE AVE ON PLEASANT VALLEY ROAD *Project Name*

32600359 *Agreement No.*

BRIEFLY DESCRIBE THE LOCATION & WORK PERFORMED: SAME CONDITIONS AS THE FIRST WATER MAIN REPAIR. SATURATED SOIL. CURB HAD TO BE DEMOED AND REPOURED. BECAUSE OF THE CONDITIONS WORK TOOK LONGER THAN ANTICIPATED.

RATES BELOW ARE AS STATED IN THE CONTRACT, AND ARE NOT SUBJECT TO ESCALATION OR NEGOTIATION

LABOR STRAIGHT TIME	NUMBER OF WORKERS		HOURS		HOURLY RATE MON-FRI 8AM-5PM		WORKERS x HOURS x HOURLY RATE
FOREMAN	1	X	9	X	$ 153.04	=	$ 1,377.36
OPERATOR	3	X	9	X	$ 132.12	=	$ 3,567.24
LABORER	4	X	9	X	$ 98.20	=	$ 3,535.20
SUPERINTENDENT		X		X	$ 163.61	=	$ -
LABOR OVER TIME	**NUMBER OF WORKERS**		**HOURS**		**MON-FRI 5:01PM - 7:59 AM**		**WORKERS x HOURS x HOURLY RATE**
FOREMAN		X		X	$ 229.56	=	$ -
OPERATOR		X		X	$ 198.16	=	$ -
LABORER		X		X	$ 147.30	=	$ -
SUPERINTENDENT		X		X	$ 245.41	=	$ -
LABOR DOUBLE TIME	**NUMBER OF WORKERS**		**HOURS**		**SAT, SUN, HOLIDAYS**		**WORKERS x HOURS x HOURLY RATE**
FOREMAN		X		X	$ 306.07	=	$ -
OPERATOR		X		X	$ 264.22	=	$ -
LABORER		X		X	$ 196.40	=	$ -
SUPERINTENDENT		X		X	$ 327.21	=	$ -
					LABOR TOTAL:		**$ 8,479.80**

EQUIPMENT	QUANTITY		HOURS		HOURLY RATE		QUANTITY x HOURS x HOURLY RATE
Air Compressor		X		X	$ 24.40	=	$ -
Service Truck		X		X	$ 48.80	=	$ -
Backhoe Caterpillar 420 or	2	X	9	X	$ 63.44	=	$ 1,141.92
Bobtail Dump Truck	2	X	9	X	$ 51.24	=	$ 922.32
150 GPM Pump w/20-ft hose		X		X	$ 9.76	=	$ -

Traffic Control- No Flaggers, 8 Hour Day	1	X	9	X	$ 39.04		$ 351.36
Traffic Control, Number of Flaggers, Regular 8 Hour Day		X		X	$ 217.29	=	$ -
Traffic Control, Number of Flaggers, Over Time 8 Hour Day		X		X	$ 325.93	=	$ -
Traffic Control, Number of Flaggers, Double Time 8 Hour Day		X		X	$ 434.58	=	$ -
Stihl TS 500 of Equal Saw		X		X	$ 8.70	=	$ -
Multiquip MTX70 or Equal		X		X	$ 11.03	=	$ -
Pumper Truck 120 Barrel Reg Time		X		X	$ 253.29	=	$ -
Pumper Truck 120 Barrel Over Time		X		X	$ 330.90	=	$ -
Pumper Truck 120 Barrel DoubleTime		X		X	$ 399.68	=	$ -
						EQUIPMENT TOTAL:	**$ 2,415.60**
MISC. WORK	**QUANTITY**		**TOTAL DAYS**		**PER DAY RATE**		**QUANTITY x DAYS x PER DAY RATE**
4" Discharge Pump		X		X	$ 506.32	=	$ -
6" Discharge Pump		X		X	$ 652.72	=	$ -
8" Discharge Pump		X		X	$ 774.72	=	$ -
12" Discharge Pump		X		X	$ 1,073.63	=	$ -
16" Discharge Pump		X		X	$ 1,073.63	=	$ -
24" Discharge Pump		X		X	$ 1,073.63	=	$ -
						MISC. WORK TOTAL:	**$ -**
						MATERIALS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized materials list will be required with the invoice.	**$ 1,350.00**
						SUBCONTRACTORS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT) NOTE: Itemized Subcontractor quote will be required with the invoice.	
						ESTIMATE TOTAL:	**$ 12,245.40**

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.1

DATE: April 7, 2026

TO: City Council

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

SUBJECT: The Process to Rename Cesar Chavez Drive.

RECOMMENDATION

That the City Council:

1. Review the process for renaming a City street; and
2. Find, pursuant to City Council Resolution 13,448 ("Policy and Procedures for Street Naming"), that renaming "Cesar Chavez Drive" would serve the public interest and benefit the public welfare by addressing community concerns arising from recent revelations about Cesar Chavez, thereby authorizing the City to proceed with the renaming process for this street in a manner otherwise inconsistent with the Policy and Procedures for Street Naming; and
3. Provide direction to City Staff on the process for identifying alternative street names.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/skUNwXV5wWU

BACKGROUND

The original "Cesar Chavez Drive" street segment was created as part of the annexation and development of an Oxnard School District Facility, currently Brekke Elementary and West Village Park, and provided access to the site from Rose Avenue. This original segment, located between what is currently Gottfried Place and North Rose, was approved with the creation of Parcel Map No 95-5-19 in 1995. The street segment was constructed somewhere between 1997 and 1998. Following the creation of the original segment, Cesar Chavez Drive, was further expanded with the development of the adjacent residential developments under the Northeast Community Specific Plan. Currently, Cesar Chavez Drive runs between Juanita Avenue and Gibraltar Street, for a total distance of approximately 0.9 miles. Over that distance, there are approximately thirty-nine (39) residences that directly front onto Cesar Chavez.

The street stretches between the City's West Village and East Village Neighborhoods and is within the Northeast Community Specific Plan (the "NECSP").

ANALYSIS AND DISCUSSION:

Process for renaming a City street

The City's Policy and Procedures for Street Naming (Policy) establishes the requirements for both the naming of new streets and the renaming of existing streets, via Resolution No. 13,448. Newly proposed street names must consider and meet the street naming guidelines as provided by the Policy. The Policy considers issues such as the name length, the established alphabetical City grid system, and spelling and pronunciation conflicts with similar or existing City streets. The Policy also establishes thematic street name quadrants throughout the City, which are intended to lend identity and character to various areas of the City. This system is also intended to aid residents of Oxnard, visitors, delivery services, and City departments in locating streets efficiently. Street names are typically approved as part of a final map approval.

However, in the case of renaming a street, City Council action via a resolution of approval will officially rename a street.

Cesar Chavez Drive is located within the Northeast Quadrant, which establishes that streets shall be assigned Spanish language names, excluding those properly classified in the other quadrants. Therefore, any proposed names should be consistent with the Northeast Quadrant theme. The current name of "Cesar Chavez" is not consistent with the alphabetical grid system. Per the alphabetical grid system, the name should start with a P or Q, and should have a suffix of Boulevard, Parkway, Road, Avenue, or Drive. However, as per the Policy, City Council may deviate from any aspect of the Policy, such as the alphabetical grid system, the Spanish language theme, or any other aspect deemed necessary to serve the public interest and benefit public safety and/or welfare as described further below.

Findings needed in lieu of an inhabitant or occupant petition

As stated in the Policy *"The policy of the City Council is to maintain approved and established street names on inhabited and occupied streets whenever convenient and necessary for the public safety and welfare. The City Council acknowledges that street name changes on inhabited streets lead to confusion and inconvenience for residents, businesses, emergency personnel, visitors, utilities, service personnel and the U.S. Postal Service. Therefore, the City Council should approve street name changes on inhabited streets* ***only when the applicant can clearly demonstrate that a majority of inhabitants or occupants favor the action or that the name change would improve public safety and welfare.****"*. Historically, when applications have been made for the renaming of an inhabited and occupied street, staff has required that the applicant submit a petition signed by the majority of "inhabitants or occupants" of the affected street demonstrating they are in favor of the name change.

However, in light of the recent revelations regarding the actions of Cesar Chavez, as outlined in the recent New York Times article (https://www.nytimes.com/2026/03/18/us/cesar-chavez-sexual-abuse-allegations-ufw.html) and Los Angeles Times article (https://www.latimes.com/california/story/2026-03-18/calls-remove-cesar-chavez-from-buildings-parks-roads), and acknowledged by the Cesar Chavez Foundation and the United Farmworkers of America organization, staff is recommending that City Council provide direction to proceed without the need for the inhabitant or occupant petition. Given the information recently revealed, the name change would be in the public interest and would benefit the public welfare. As identified in the articles, the celebration of an individual who commits such acts is not only detrimental to the health and welfare of the victims of the individual but also to those who have experienced similar offenses at the hands of others. While this street name change would not undo the harms that have been caused, it helps to provide a space for victims to heal. Therefore, while staff acknowledges the street renaming will inconvenience residents who live on the street, the benefit to the public interest and welfare will extend beyond the specific street.

While staff is recommending proceeding without the petition of inhabitants or occupants who live on the affected street, the remainder of the process would be followed, including holding a public hearing before the City Council which will include a notice being mailed to all residents and property owners on the street, in addition to publication of the meeting notice in the local newspaper (Vida).

Renaming Options

As noted above, the Policy outlines the parameters for selecting street names, and affords City Council the ability to deviate where it would serve the public interest and benefit the public welfare. Staff's recommendation for generating the names to be considered by City Council is by a direct survey of all households currently addressed on Cesar Chavez Drive, requesting that each household submit one name for consideration that is consistent with the Policy. This will afford those residents who are most directly affected by the inconvenience of the name change to make street name suggestions for City Council consideration. This survey can be conducted by direct mailings to all addresses affected by the name change, with outreach through the City Website, the Neighborhood Councils, and through social media. This recommendation does not preclude the City Council from suggesting names for the Committee's review, in addition to those names offered by the households addressed off Cesar Chavez Drive. Additionally, the names suggested by City Council for Committee review would not need to meet the theming and alphabetical order requirements of the Policy, so long as the finding is made that the deviation from the Policy is in the public interest.

All names proposed would then be reviewed by the City's Street Naming Committee (Committee), and brought back to City Council at a future public hearing for City Council to select the new street name from among those received through the survey, or directly from City Council, that have been vetted by the Committee. The review by the Committee will be to ensure the names are consistent with the Policy as applicable, that the names are easy to pronounce for emergency services and to ensure there is no duplication or similarities that could create confusion and result in delayed emergency

responses. The Committee is composed of representatives from the Fire Department, Building and Engineering Division, Planning and Environmental Services Division, Police Dispatch, Geographic Information System Division, and the U.S. Postal Service.

At this time, City staff recommends confirmation from City Council to proceed with the direct survey methodology described above in order to generate the suggested names to be brought back to City Council for consideration at a future public hearing.

Impact on residents and anticipated timeframes

There are approximately 39 single-family residences that will be affected by this street name change, including 3 home-based businesses. Undoubtedly, the impact on these residents will involve financial costs, such as obtaining new driver's licenses, and a significant amount of personal time to update all of their personal records and accounts, including medical providers, insurance, and mortgage lenders, to name a few. There are additionally several landscaping parcels owned by the City and maintained by a Landscape Maintenance District (LMD) that will be reviewed by City staff for impacts caused by the street name change.

Once the City Council approves a new street name, the affected residents will be notified, including informing them of the anticipated timeframes. It is expected that the process will take a total of 6 months to complete, as follows:

- The City orders/fabricates the new street signs, including temporary signage to be utilized during the transition that will specify the new street name and the words “formerly known as Cesar Chavez Drive”. This temporary signage is necessary to safely transition the street name such that first responders, postal employees, visitors, package delivery services, mapping services, etc. have time to adjust to the new street name.
- The temporary signage is anticipated to be installed within 90 days of the City Council action, followed by the permanent street signs approximately 90 days after that.
- Once the temporary signage is installed, the City will notify all affected agencies such as the Post Office and the utilities, then the affected residents will then need to begin the process to update their mailing address for all of their personal and business contacts.

ENVIRONMENTAL REVIEW

Pursuant to California Environmental Quality Act (Public Resources Code Sections 21000 et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations Sections 15000 et seq., the “CEQA Guidelines”), it can be seen with certainty that there is no possibility that the proposed naming of these new roads would have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The fiscal impact will include the staff time to prepare, solicit names, review and return to the City Council, as well as any noticing required for the public hearing, such as mailed notices and a newspaper advertisement. Until the methodology for soliciting new street names is determined, the exact costs for these efforts cannot be determined, but are anticipated not to exceed $6,000.00. If the street renaming is approved, the cost of the materials and labor required to replace the existing signs is not expected to exceed $15,000.00. If directed to proceed with the sign replacement, staff would return to the Council with the updated cost estimates, proposed funding mechanisms, and any necessary budget appropriations.

COMMITTEE OUTCOME

This item was requested by the Mayor Pro Tem and therefore did not originate in Committee.

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. City Council Resolution 13,448
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REVISING THE POLICY AND PROCEDURES FOR STREET NAMING.

WHEREAS, the City Council previously adopted policies and procedures for systematic street naming for public and private streets in the City of Oxnard; and

WHEREAS, these policies and procedures have not been updated since 1987; and

WHEREAS, revising the City's policies on a regular basis is necessary to streamline the development process and respond to changing circumstances in the City, and

WHEREAS, such policy and procedures are not a project for the purposes of the California Environmental Quality Act.

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

That City Council Resolution No. 9311 concerning street name policies is hereby repealed; and the following policies and procedures are hereby adopted for implementation:

CITY OF OXNARD

STREET NAMING COMMITTEE POLICIES

1. *Applicability*. The names of all new public and private streets and the renaming of existing streets in the City shall be consistent with the criteria set forth within this resolution.

2. *Objective*. The overall objective in naming and renaming streets shall be to establish street names within a logical system; with names that are pleasant sounding, easy to spell and pronounce, not confusing; and to provide or maintain an area's character.

3. *General Street Naming Policies*.

   a. Type of Name. A street name shall be able to stand alone, if possible, for ease in alphabetizing and indexing, and not require Plaza de la XXX, Camino XXX, Vista XXX, etc., to make sense.

   b. Street Name Type and Length. Street names shall be chosen which are appropriate for the type and length of the street. For example, a very short street should have a short name to fit on small-scale maps, and a busy thoroughfare should not have a name that would be more appropriate for a rural lane. A street name shall be able to fit in directories without excessive abbreviations.

   c. Alphabetical Grid. New street names and renamed streets shall be assigned alphabetically. This alphabetical system aids residents of Oxnard, visitors, delivery

services, and City departments in locating streets within the City rapidly and efficiently. This system is particularly important for fire and police emergencies. The City shall use the Alphabetic Grid Map maintained by the Planning Division when naming and renaming streets. Such grid map shall be retained for inspection by the Street Naming Committee chair, and updated as necessary by the Geographic Information Systems division staff, as directed by the Street Naming Committee chair.

d. Spelling and Pronunciation. Street names shall be easy to spell and easy to pronounce. This is especially important in an emergency and in residential areas, where children are likely to need assistance.

e. Spelling. Spelling shall be standard American spelling, except for street names in the Northeast community, which shall use standard Spanish spelling. Spelling shall be verified with the proper sources.

f. Duplication. Duplication shall not be permitted within the City limits or in adjacent communities. Similar sounding names shall be considered duplications. Proposed street names shall be checked against a Ventura County street atlas and the City's recent street naming records before proposal to the City Council.

g. Unacceptable names include:

(1) New numerical names (except for extensions of existing streets)

(2) New letter names (except for extensions of existing streets)

(3) Directional names (such as North Street)

(4) Unconventionally spelled names

4. *Street Name Suffixes*. Street name suffixes shall be substantially descriptive of the street's physical configuration and length. The suffix shall follow the street name (example: Calico Street, not Calle Calico).

The following criteria shall be used for street suffixes:

Street Type	**Suffix**
Thoroughfare, collector	Boulevard, Parkway, Road, Avenue, or Drive
Local, neighborhood streets	Place, Drive, or Street
Winding or curvilinear streets	Lane, Trail, Way, Loop, or Walk
Cul-de-sac streets	Court, Circle, Square and other suffixes as appropriate

The Street Naming Committee may consider other suffixes that do not conform to these policies.

5. *Cul-de-Sac Policies*

a. Cul-de-sac policies shall apply to paddle, hammerhead and other shapes used for cul-de-sac streets.

b. A cul-de-sac with three lots or less, or less than 100 feet in length (measured from street center to cul-de-sac center) shall retain the main street name, but have a suffix of court, circle, or other suffix describing a cul-de-sac.

c. A cul-de-sac with four lots or more, or at least 100 feet long, or a series of cul-de-sac streets off the same street, shall have separate names from the main street and a suffix consistent with the policies herein.

d. A cul-de-sac that extends an existing street will retain the main street's name, suffix, and numbering system.

6. *Street Name Continuity.* The policy of the City is to continue main street names as far as is practical within a quadrant and within the City. To qualify for name continuation, the street must be physically continuous with, and have the same general directional orientation as an existing street. The practice of allowing discontinuous streets with the same street name has led to confusion, threats to public safety, and excessive personnel costs for emergency responses, as in the case of two fire engine companies or police units being dispatched down physically separate streets with the same name in order to respond to an emergency. Street addresses are not always a completely effective indicator for property location on discontinuous streets.

7. *Thematic Street Name Quadrants.* New streets and renamed streets within a quadrant shall be assigned names selected from the appropriate category below, as shown in Exhibit "A." The objective is to provide street names that fit into categories to aid in finding a particular street. The themes help identify the general location of a street within the city, which assists emergency personnel, delivery persons and others within the City. The system is intended to lend identity and character to various areas of the City, and in the case of residential areas, add to the pride of home ownership and neighborhood location.

   a. Del Norte Quadrant

      (1) Boundaries. The boundaries shall be U. S. Highway 101 on the south, the Santa Clara River on the west, Los Angeles Avenue on the north, and the Oxnard City limits on the east.

      (2) Theme. Streets within the Del Norte Quadrant shall be assigned geographic place names (such as cities, countries, rivers, valleys, mountains, lakes, parks.).

   b. Northeast Quadrant

      (1) Boundaries. The boundaries shall be East Fifth Street on the south, Oxnard Boulevard on the west, U. S. Highway 101 on the north and the City limits on the east.

      (2) Theme. Streets within the Northeast Quadrant shall be assigned Spanish language names, excluding those properly classified in the other quadrants.

c. Southeast Quadrant

(1) Boundaries. The boundaries shall be the Pacific Ocean on the south, Saviers Road (and its proposed extension southward to the Pacific Ocean) on the west, East Fifth Street on the north, and the City limits to the east.

(2) Theme. Streets within the Southeast Quadrant shall be assigned names of notable or historically significant people, including locally famous people, historic pioneer families and explorers.

d. Southwest Quadrant

(1) Boundaries. The boundaries shall be the Pacific Ocean, City of Port Hueneme, and County of Ventura boundaries on the south; the Pacific Ocean on the west; West Fifth Street to the Edison Canal on the north, and the Edison Canal; Saviers Road and Oxnard Boulevard on the east.

(2) Theme. Streets within the Southwest Quadrant shall be assigned names related to nautical terms, coastal resorts, islands, ocean-related activities, marine animals, marine plants, and port names.

e. Northwest Quadrant

(1) Boundaries. The boundaries shall be West Fifth Street on the south (except the area south and west of the Edison Canal), the Pacific Ocean and the Edison Canal on the west, the Santa Clara River and U. S. Highway 101 on the north, and Oxnard Boulevard on the east.

(2) Theme. Streets within the Northwest Quadrant shall be assigned natural and physical science names. including birds, animals, butterflies, flowers, plants, minerals, and other names related to the natural and physical environment, excluding trees (since many existing streets in the southwest community are named after trees). Other topics within physical science include geology, meteorology, physics, and astronomy.

f. Master-Planned Developments

(1) Boundaries. The boundaries shall be defined by a specific plan, development plan or planned unit development.

(2) Theme. Use of a subtheme within a master planned development is encouraged, provided the subtheme substantially relates to the theme of the quadrant within which the development is located.

g. Industrial Streets. Streets in industrial areas shall be assigned names related to high technology, industrial processes, computers, space exploration, inventions, and inventors.

h. Subthemes. Subthemes are encouraged for streets within a development in a quadrant. provided the subtheme relates to some element of the quadrant's theme (e.g., a beach resort subtheme for nautical terms and ports).

8. *Procedure for Naming New Streets.* All new public and private streets shall be named concurrently with City Council consideration of a tentative subdivision map or tentative parcel map creating a new street or street segment.

   The procedure for naming new streets shall be as follows:

   a. Planning Division staff shall submit the tentative subdivision map to the Street Naming Committee prior to Development Advisory Committee consideration of the map.

   b. The Street Naming Committee chair ("chair") shall inform the applicant of the thematic quadrant within which the subdivision is located, the initial letters with which the street names must begin, and the street name suffixes that may be used. The chair shall request the applicant submit three street names for each street, applying the street naming criteria as specified herein.

   c. After the applicant responds to the request for preferred street names, the Street Naming Committee ("committee") shall review the proposed street names for consistency with the street naming policies. If the applicant does not submit street names within the requested period, the committee shall propose street names consistent with the street naming policies herein.

      If the names submitted by the applicant do not conform to the street naming policies, the committee shall propose alternate street names in accordance with this resolution.

   d. The chair shall submit the selected street names to the applicant and City Council for consideration with the tentative subdivision or parcel map.

   e. City Council Review of Proposed Street Names. The City Council shall act upon the proposed street names concurrent with approval of the tentative subdivision or parcel map. If the applicant believes that the street names proposed by the committee are not satisfactory, the applicant may request that the City Council disapprove the recommendation of the committee by submitting an appeal letter to the City Council, for consideration at the public hearing on the tentative subdivision map. The applicant's letter shall be submitted with the required filing fee and other materials required by the Planning Manager, and shall indicate specifically why the applicant does not find the proposed names appropriate, a list of alternate names, why the City Council should choose the alternate names, and how the applicant's preferred names meet the policies herein. In considering the appeal, the City Council is required to make a finding that the applicant's proposed street names could not be detrimental to the health, safety, and welfare of the street's residents, occupants, or visitors.

9. *Street Renaming.* The policy of the City Council is to maintain approved and established street names on inhabited and occupied streets whenever convenient and necessary for the public safety and welfare. The City Council acknowledges that street name changes on

inhabited streets lead to confusion and inconvenience for residents, businesses, emergency personnel, visitors, utilities, service personnel and the U. S. Postal Service. Therefore, the City Council should approve street name changes on inhabited streets only when the applicant can clearly demonstrate that a majority of inhabitants or occupants favor the action or that the name change would improve public safety and welfare. The procedure to rename a street shall be as follows:

a. Inhabited and Occupied Streets. A property owner or resident on a residential street, property owner or business owner on a commercial or industrial street, City staff, or the City Council may request a hearing to rename an inhabited or occupied street. The property owner, resident, business owner or City staff shall submit the appropriate Planning Division application form and adopted filing fee, along with such other application materials as required by the Planning Manager. A property owner, resident or business owner requesting a street name change shall deposit with the Planning Division the funds necessary to purchase the new street signs. The request shall be referred to the committee for a report and recommendation. A public hearing before the City Council shall be held with proper notice of the hearing given to all residents (or occupants, for commercial and industrial streets) and property owners of the street under review. The City Council's decision shall be final. No further request for review on the same matter shall be allowed for one year following the City Council's denial of a street name change, unless the City Council waives the one-year requirement.

b. Uninhabited and Unoccupied Streets. A property owner, City staff or the City Council may request renaming of an uninhabited street. An uninhabited street is one that has not been inhabited by residents or other occupants (such as business owners in an undeveloped commercial, industrial or residential area). The property owner, resident, business owner or City staff shall submit the appropriate Planning Division application form and adopted filing fee, along with such other application materials as required by the Planning Manager. The City Council is not required to conduct a public hearing on the renaming of an uninhabited or unoccupied street.

   The City Council, at their discretion, may rename a street, after reviewing a report and recommendation from the committee, following findings of consistency with the policies contained herein.

c. City Action Following Street Name Change Approval. The City Clerk shall notify affected agencies and utilities of the approved street name change and the Public Works Director shall order the new street name signs, subsequently installing the new signs in place of the existing signs.

d. Street Name Changes Prior to Final Map Recording. The Development Services Director may approve changes to a name or names of streets entirely within an undeveloped subdivision or development upon written request of the property owner, if the final map has not yet been recorded, subject to consistency with the policies herein.

10. Street Naming Committee.

a. The Street Naming Committee ("committee") shall be composed of a representative and an alternate from each of the Fire and Police Departments, the Planning Division, Building and Engineering Division, Geographic Information Systems, and the United States Postal Service. Each committee member shall have one vote.

b. The Fire Department representative shall be selected by the City Fire Marshal. The Building and Engineering Division representative shall be the staff member responsible for assigning street numbers. The Postal Service member shall be selected by the Oxnard Postmaster. The Planning Division representative shall be selected by the Planning Manager, and designated as the committee chairperson. The Geographic Information System member shall be selected by the Geographic Information System Manager.

11. Exceptions to Street Naming Policies

Where the City Council finds that the public interest would be served by naming or renaming a street in a manner otherwise inconsistent with this policy, the Council shall strive to minimize the impact on neighborhood residents (or businesses) and public safety responders. Exceptions are to be made only for extraordinary reasons such as recognition of significant local, regional, or national historic figures.

APPROVED AND ADOPTED this 3rd day of June, 2008, by the following vote:

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

NOES: None.

ABSENT: None.

Dr. Thomas E. Holden, Mayor

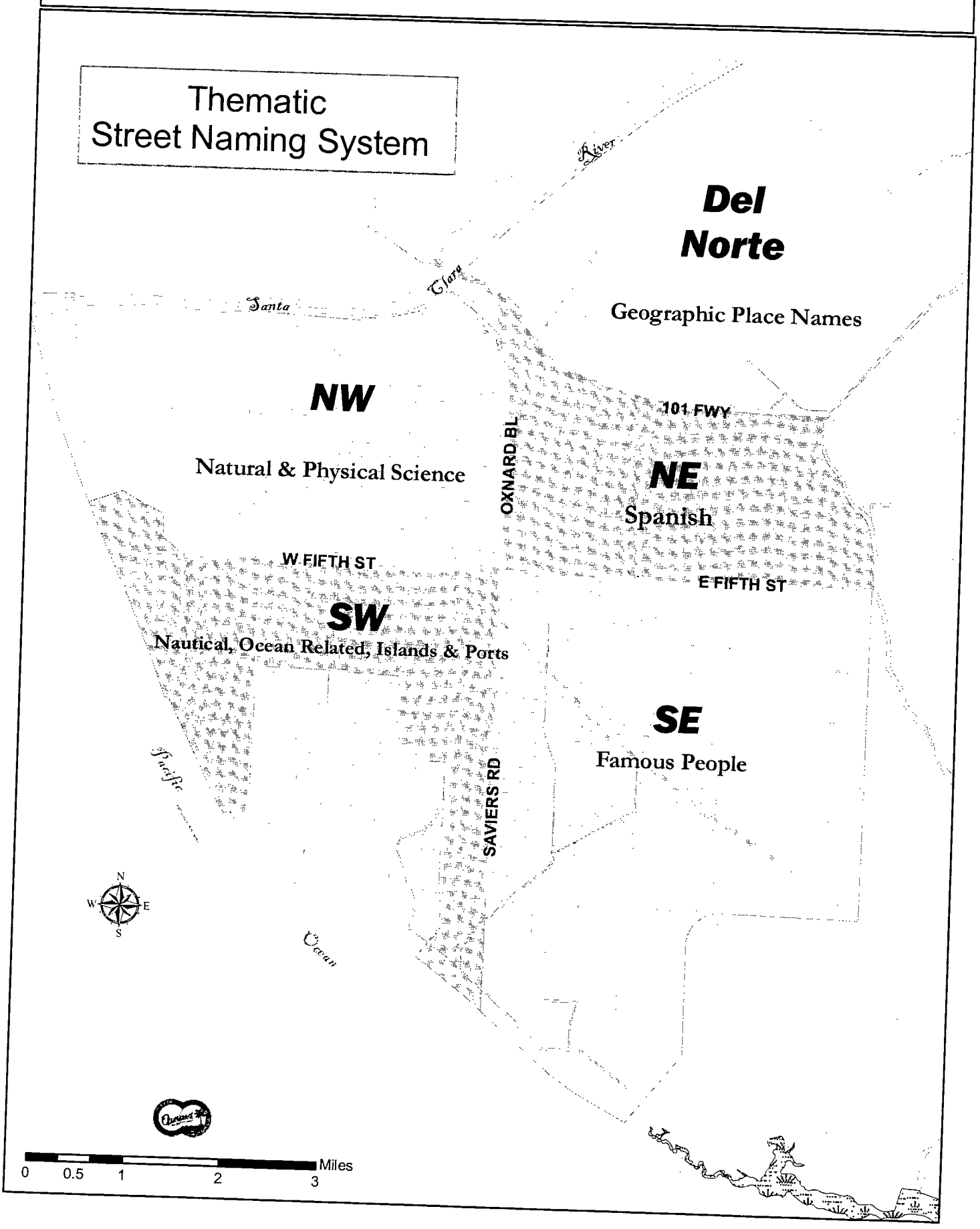
ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary Gillig, City Attorney

Exhibit A


Thematic
Street Naming System
Del
Norte
Geographic Place Names
NW
Natural & Physical Science
NE
Spanish
SW
Nautical, Ocean Related, Islands & Ports
SE
Famous People
101 FWY
OXNARD BL
W FIFTH ST
E FIFTH ST
SAVIERS RD
Santa
Clara
River
Pacific
Ocean
N
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S
0
0.5
1
2
3
Miles

The Process To Rename Cesar Chavez Drive

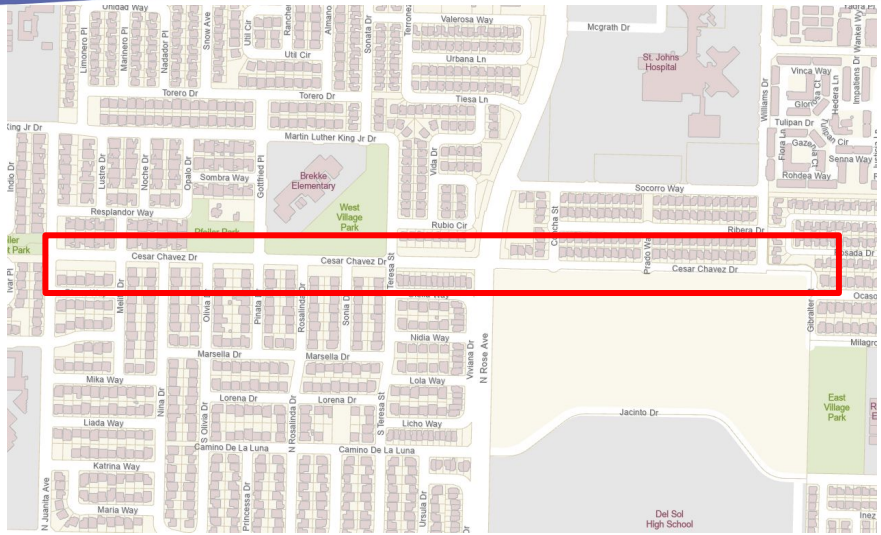
Joe Pearson II, Planning Manager
Jeff Pengilley, Community Development Director

City Council
April 7, 2026

CITY OF OXNARD CALIFORNIA

Council Request

This is a recommendation for City Council to review the process and provide direction to City Staff regarding the renaming of "Cesar Chavez Drive".



Street Location

West End of Cesar Chavez Drive



East End of Cesar Chavez Drive

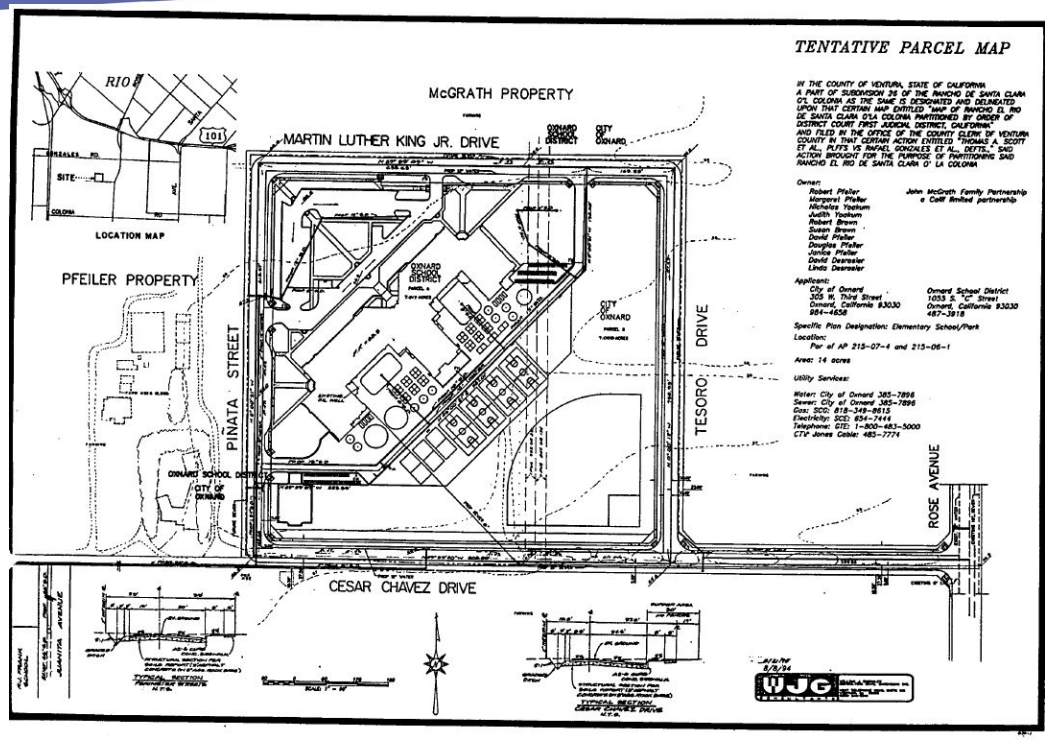


Intersection of Cesar Chavez Drive and Rose Avenue



Background: Street Name History

- The Street was originally named in the mid 90's when the Oxnard School District Facility, currently Brekke Elementary and West Village Park, was developed.
- Cesar Chavez Drive, was further expanded with the development of the adjacent residential developments under the Northeast Community Specific Plan.
- There are approximately thirty-nine (39) residences that directly front onto Cesar Chavez Drive, including 3 home-based businesses.



City Council Resolution No. 13,448

The City's Policy and Procedures for Street Naming (Policy) establishes the requirements for both the naming of new streets and the renaming of existing streets. Newly proposed street names must consider and meet the street naming policies as provided by City Council Resolution No. 13,448, some key policies included:

- Consideration of the name length, the established alphabetical City grid system, and spelling and pronunciation conflicts with similar or existing City named streets.
- Thematic street name quadrants throughout the City. The system is intended to lend identity and character to various areas of the City.
- The project is located within the Northeast Quadrant which establishes that streets shall be assigned Spanish language names.

City Council Resolution No. 13,448

- Based on the location of this street, any proposed name should:
  - Start with a P or Q, per the alphabetical grid system.
  - Have a suffix of Boulevard, Parkway, Road, Avenue, or Drive.
  - Have a Spanish Language Name.
- However, as per the Policy, City Council may deviate from any aspect of the Policy, such as the alphabetical grid system, the Spanish language theme, or any other aspect deemed necessary to serve the public interest.
- The current name of "Cesar Chavez" is not consistent with the alphabetical grid system.

Renaming Process and Procedures

- City Council has authority over the naming of Streets.
- Historically a survey or petition signed by residents is required for the renaming of a inhabited street. A majority of residents must support the renaming.
- Pursuant to City Council Resolution No. 13,448, exceptions can be made to the requirement of the street naming policies if it is to the benefit of public safety and welfare.
- In light of the recent revelations regarding the actions of Cesar Chavez, as outlined in the recent news articles, staff is requesting that City Council provide direction to staff to proceed without the need for the survey or petition.
- The street renaming will inconvenience residents who live on the street, the benefit to the public welfare will extend beyond the specific street.
- The remainder of the process would be followed, including holding a noticed public hearing before the City Council with notice being given to all residents and property owners on the street. Staff can also provide notice in the local newspaper (Vida).

Renaming Options

- Resolution No 13,448 outlines the policies for selecting street names and affords City Council the ability to deviate from those policies where it would serve the public interest.
- At this time City staff needs direction from City Council to proceed with a survey of affected residents to generate names to be brought back to Council.
- This recommendation does not preclude the City Council from also suggesting names for the Committee's review, in addition to those names offered by the households addressed off Cesar Chavez Drive.
- Any proposed names must be reviewed by the City's Street Naming Committee, and brought back to City Council at future Public Hearing.

Resident Impact and Timeline

- There are approximately 39 residences on the street that would be affected by the name change, and 3 home-based businesses.
- Impacts to residents would include the cost to update any personal documentation, such as a new driver's license, as well as the time to update personal records and accounts.
- Upon approval it is estimated that it will take approximately six months to complete the name change process.

Environmental Determination

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), it can be seen with certainty that there is no possibility that the proposed street naming would have a significant effect on the environment.

Financial Impact

- The fiscal impact will include the staff time to prepare, solicit names, review and return to the City Council, as well as any noticing required for the public hearing, such as mailed notices and a newspaper ad.
- If the street renaming is approved the cost of the materials and labor required to replace the existing signs is not expected to exceed $15,000.00.
- If directed to proceed with the sign replacement, staff would return to the Council with the updated cost estimates, proposed funding mechanisms, and any necessary budget appropriations.

Staff Recommendation

That the City Council:

1. Review the process for renaming a City street; and
2. Find, pursuant to City Council Resolution 13,448 ("Policy and Procedures for Street Naming"), that renaming "Cesar Chavez Drive" would serve the public interest and benefit the public welfare by addressing community concerns arising from recent revelations about Cesar Chavez, thereby authorizing the City to proceed with the renaming process for this street in a manner otherwise inconsistent with the Policy and Procedures for Street Naming; and
3. Provide direction to City Staff on the process for identifying alternative street names.

CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.2

DATE: April 7, 2026

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Direction on the Future of the Commission on Homelessness.

RECOMMENDATION

That the City Council:

1. Consider the future direction for the Commission on Homelessness, including (but not limited to) the following options:
    A. Dissolve the Commission on Homelessness, or
    B. Keep the Commission on Homelessness, or
    C. Support the Mayor in holding informal discussion directly with residents, community members or other stakeholders on homeless issues (Homelessness Collaborative).
2. Take formal action regarding the future of the Commission on Homelessness, including (if applicable) providing direction to staff to bring back for City Council consideration any resolutions or ordinances necessary to implement the City Council's decision regarding the Commission on Homelessness.

(The Community Services, Public Safety, Housing & Development Committee voted 3-0 on February 24, 2026 to refer the item to the full Council with 3 options)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/wSUY_e6jO08

BACKGROUND

Executive Summary:
On July 9, 2024, staff sought direction from the Community Services, Public Safety, Housing & Development Committee (Committee) on dissolving the Commission on Homelessness (COH) (Attachment #1). At that time, the Committee requested additional details on success rates, the City's defined role, and the SubCommittee structure of the Ventura County Continuum of Care (VC CoC). The VC CoC follows the federal CoC structure and is designed to bring together a broad collection of stakeholders including public agencies, the faith and business communities, community members, and service providers.

On February 24, 2026, staff returned to the Committee providing the requested details on the VC CoC, including that participation in this body is required to be eligible for federal and state funding to support homeless services (Attachment #2). Staff's recommendation in this report was to dissolve the COH, while encouraging Oxnard community members to become active in the VC CoC and maintaining active City involvement with the VC CoC to remain eligible for these funding opportunities. Staff believes the VC CoC provides an ideal structure for the community to have meaningful engagement on homeless issues affecting Oxnard and the region as a whole.

The City's participation in VC CoC is required if financial resources from the federal and State governments are to be

provided to Oxnard. The City does not have the staff resources to actively participate in the VC CoC, be the boots on the ground for our homelessness programming, and manage the Commission on Homelessness in a way that would be meaningful for the volunteers or the community. City programs and projects to support homelessness (as highlighted below and in Attachment #3) are directed by City Council and administration of this work is a significant portion of staff's responsibilities. Staff want to emphasize that the work to support homelessness will continue regardless of Council's decision on the Commission of Homelessness.

The Committee asked questions to staff and shared feedback on staff's recommendation, and voted to refer this item to Council for a full discussion and determination based on the following options:

1. Dissolve the Commission on Homelessness (COH)
2. Keep the COH
    a. At the Committee meeting, staff recommended that if the Council were to decide to keep the COH, that the COH meet quarterly and the staff suggested Council consider instituting membership criteria.
3. Develop a Homelessness Collaborative
    a. During the Committee meeting, Mayor Mc Arthur shared that, should Council vote to dissolve the COH, he would be interested in leading a meeting focused on gathering community input (potentially through an Ad Hoc Committee or Mayor's Task Force) to be shared with the Council representative at the VC CoC, and Councilwoman Perez asked for staff to include additional information on what this structure would look like.

DISCUSSION

As described further in Attachment #2, the VC CoC is the regional approach to homelessness in Ventura County. A summary of recent VC CoC accomplishments can be found within the February 24, 2026 staff report. There are at least 3 layers to the VC CoC:

1. VC CoC Alliance (Alliance)
2. VC CoC Governing Board (Board)
3. VC CoC SubCommittees (SubCommittees)

Within this structure, there are multiple ways for community members to get involved, with the primary options being the Alliance and SubCommittees. The Board must represent an array of membership sectors, many of which have expertise or relevant experience in homelessness. Eligible sectors include:

• Advocates	• Mental Health Agencies
• Affordable Housing Developers	• Nonprofit Homeless Assistance Providers
• Businesses	• Organizations that serve Veterans
• Faith-based Organizations	• Public Housing Authorities
• Governments	• Organizations that serve unaccompanied youth

• Homeless/Formerly Homeless	• Social Service Providers
• Hospitals (public or private)	• Universities (public or private)
• Law Enforcement	• Victim Services Providers

Meetings of the Alliance, Board, and SubCommittees are open to the public, and members interested in furthering the VC CoC's mission are eligible to apply for membership to the Alliance. Members of the Alliance are eligible to attend and contribute to quarterly Alliance meetings, apply for a seat on the Board, and participate in the various SubCommittees of the Alliance working toward specific issue areas. There are currently over 100 Alliance member organizations/individuals, with approximately 14 of those members having direct ties to Oxnard and many others providing countywide services and programs. These Alliance members and the VC CoC structure provide meaningful volunteer and policy input opportunities available for community members interested in ending homelessness. The VC CoC Governance Charter, effective January 1, 2026, is included with this report as Attachment #4.

The strongest approach to address homelessness in Oxnard is through a regional approach with active participation in the VC CoC and their various meetings and SubCommittee efforts. As the largest City in the County, having strong representation from Oxnard-based organizations, service providers, and homelessness advocates as members of the Alliance and providing input at Alliance, Board, and SubCommittee meetings will ensure that the priorities and challenges of our community are being represented within this body dedicated to setting policies to address homelessness and make countywide funding allocations.

In addition to Oxnard organizations and individuals, the City of Oxnard is an active member in the VC CoC Alliance (Alliance), Board, and City staff participate in SubCommittee meetings regularly. Currently, Housing Director Brenda Lopez and Mayor Pro Tem Gabe Teran hold seats on the VC CoC Board, giving Oxnard a strong voice to advocate for priorities important to Oxnard's homeless community.

As discussed in prior staff reports, the Oxnard Homeless Task Force (OHTF) existed prior to the creation of the COH and was composed of representatives from homeless services agencies, staff, and interested community members. When the COH was created to replace the OHTF, it was composed of 11 members intended to represent industries and residents across various sectors (business, service providers, faith-based groups, residents, developers, etc.); in 2014, the COH was reduced to only 7 members and the sector representation was no longer a requirement. The structure of the OHTF and the intention of the COH were similar to the current structure of the CoC.

There are no cities throughout Ventura County that have a homelessness-focused "Citizen Advisory Group" structure where residents are appointed to an advisory body on a specific topic.

City Council's Investment in Homelessness Solutions:
The City of Oxnard prioritizes addressing homelessness. Through Oxnard's collaboration with the VC CoC and Council's prioritization of addressing homelessness Oxnard experienced 10.3% reduction in homeless in 2024, a 15.7% reduction in 2025, and the preliminary results from the 2026 Ventura County Point-in-Time Homeless Count show a 16.1% reduction. Since 2021, Council has continued to invest in homelessness services, allowing city departments to strengthen direct service programs within both the Housing Department and Oxnard Police Department (OPD), engage in contracts with service providers for supportive services, expand shelter and permanent housing options, and engage in encampment clean-ups citywide. Attachment 3 provides additional details on the outcomes of Council's investment.

- **Homelessness Services Division, Housing Department:** staff members provide direct service in the field to clients experiencing homelessness through programs including Street Outreach, Backpack Medicine, and One Stop. They also oversee the Encampment Response Program, foul weather shelter program and agreements, and

overnight shelter and navigation center agreements. Housing staff members are also responsible for participating in the VC CoC meetings and SubCommittees, managing contracts with service providers to provide continuous, ongoing supportive services to the homeless community, and development and management of programs and policy recommendations. As of March 2026, there are two funded positions within this division; one position is vacant.

- **Homeless Liaison Officer (HLO) Unit:** acts as a liaison between agencies and service providers, focusing on responding to calls for service, addressing residents' and businesses' complaints for transient encampments, supporting the Backpack Medicine program, and coordinating weekly cleanups. In 2025, the HLO Unit responded to over 6,600 calls for service, 570 subject stops and 342 traffic stops, made over 1,000 total arrests, and conducted weekly Backpack Medicine efforts and weekly cleanups of encampments. The HLO unit has six staff members: one Sergeant, one Corporal, and four Officers.
- **Casa de Carmen and Oxnard Navigation Center:** a 55 permanent supportive housing units (PSH), 110-bed emergency shelter, and full service Navigation Center that opened in November 2025 in Downtown Oxnard. The City led the outreach efforts and assembled and partnered with the development team for this project. The City contracts with Mercy House for year-round services at this location.
- **Ongoing Supportive Services:** Through City funded contracts, partners and service providers administer shelter programs, street outreach, encampment response, one stop, and rapid re-housing assistance.

Through these, and other, work efforts, staff directly interact with persons experiencing homelessness as well as residents and businesses oftentimes negatively impacted by homelessness. In addition, staff (and elected officials) regularly attend neighborhood council meetings, events within the community, and other community meetings where the topic of homelessness, and other topics of great interest to Oxnard residents, are discussed and input and ideas are provided from residents.

These interactions and input is shared across departments and with partners to inform future decisions and policy recommendations to Council (ie Anti-Camping Ordinance, large scale encampment response efforts, street outreach locations, contracts with service providers, etc.).

As described above, the City has various staff members dedicated to serving the homeless populations in Oxnard, through direct involvement with homeless services programs and active participation in the VC CoC Alliance, Board, and SubCommittees. Through the VC CoC structure city staff are engaged with homeless advocates (individuals) and organizations directly doing work in Oxnard. Staff spends a significant amount of time connecting individuals to services, working with partner agencies to administer contracts and provide direct, ongoing supportive services in the community, and researching and developing programs to best serve our homeless population as a result of Council's investment in addressing homelessness. These efforts are not directed by the COH and will continue regardless of the status of the COH. However, staff capacity at its current funded levels cannot support all of these efforts AND manage the COH in a meaningful way.

Direction on the Future of the Commission on Homelessness:
At the February 24, 2026 Committee meeting, the Committee members voted to refer this item to the full Council for a vote based on the following options. Staff have provided information about each of the options below:

1. Dissolve the Commission on Homelessness
    a. This would disband the COH as a City CAG.
    b. If Council moves forward with this option, this would require an amendment to the City Code.
    c. This is staff's recommended option because:
        i. staff capacity cannot accommodate supporting the COH in a meaningful way,
        ii. there are a number of other volunteer, engagement, and advocacy opportunities available at the VC CoC and with nonprofit organizations,
        iii. the City must comply with federal and state policies (not local policies) to be eligible for state and federal funding, and
        iv. the City must participate in the VC CoC to be eligible for state and local funding.

2. Keep the Commission on Homelessness
    a. COH is a Brown Act Body consisting of seven Council-appointed members.

i. Meetings require agendas in compliance with the City's Sunshine Ordinance, compliance with Measure M (pre-recorded videos, Robert's Rules, of order), quorums, attendance requirements, etc.
ii. Meetings are open to the public, but community input is limited to public comments within the subject matter jurisdiction of the COH and each agendized item.
    1. If Council decides to keep the COH, staff recommends meeting on a quarterly basis (compliant with the CAG bylaws). This meeting schedule would not require approval by the City Council.
iii. This Council action, regardless if it is a monthly or quarterly meeting, impacts staffing capacity that cannot be met with the current staff positions allocated to Homeless services nor likely provide a meaningful opportunity to CAG members.

b. To be eligible to serve on the COH one must be eighteen years old and a resident of the City of Oxnard.
    i. If Council decides to keep this body, staff recommends considering a membership "criteria". As the City must follow federal and state policies to be eligible for their funding, ensuring members have some level of expertise in the area of homelessness will better allow this body to advise the Council.
    ii. The City has other appointed bodies with membership criteria, including Measure O Citizen Oversight Committee and the Downtown Design Review Committee. The original COH included membership criteria. Membership criteria could include representation from the business community, education sector, service providers, housing/developers, lived experience, and public safety.
    iii. A change to the membership criteria would require an amendment to the City Code.

3. Develop a Homelessness Collaborative
    a. The Committee specifically spoke about an "Ad Hoc Committee" or "Mayor's Committee", however, this would be considered a standing committee under the Brown Act (Section 54852), essentially making it a new Brown Act Board.
        i. Meetings require agendas in compliance with the City's Sunshine Ordinance, compliance with Measure M (pre-recorded videos, Robert's Rules, of order), quorums, attendance requirements, etc.
    b. Because of Brown Act provisions, staff recommends a less formal approach.
        i. Not have it be a formal action of the legislative body (City Council)
        ii. Not have a fixed meeting schedule
        iii. Ensure no more than 3 elected officials are in attendance
        iv. Not have set membership
        v. Not be advisory to the Council; however, the information learned at the meetings by elected officials in attendance can be brought back to the Council during Councilmember Comments.
    c. Should Council support the Mayor in creating the informal Homelessness Collaborative, there is no formal action required to establish this group; however, formal action to amend the City Code would be required to dissolve the Commission on Homelessness.

Staff request that the City Council evaluate the information provided in this report and the attachments, and provide direction on the future of the Commission on Homelessness.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee voted 3-0 to refer the item to the full Council with 3 options, as described earlier in this report.

Please click **here** to view the Measure M pre-recorded presentation video.

Please click **here** to view the February 24, 2026 Community Services, Public Safety, Housing and Development Committee Meeting recording.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. July 2024 Committee Staff Report (without attachments)
2. February 2026 Committee Staff Report (without attachments)
3. City's Homeless Programs and Services (through 2025)
4. Ventura County Continuum of Care Governance Charter (2026)
5. Presentation

CITY OF OXNARD CALIFORNIA

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

REPORTS
AGENDA ITEM NO. D.1

DATE: July 9, 2024

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

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Update on Citizen Advisory Groups (CAGs) Effectiveness and Efficiency and Direction on the Future of the Library Board and Commission on Homelessness. (15 minutes)

RECOMMENDATION

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

1. Receive an update on the efforts to evaluate and support the effectiveness and efficiency of the six (6) CAGs;
2. Provide direction on staff's recommendation to dissolve the Commission on Homelessness; and
3. Provide direction on staff's recommendation to restructure the Library Board.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/1tPLg5pdGbw

BACKGROUND

The City of Oxnard currently has six (6) Citizen Advisory Groups (CAGs) who serve in an advisory capacity to the City Council within their subject matter jurisdiction. These CAGs include:

- Commission on Homelessness
- Community Relations Commission
- Cultural Arts Commission
- Library Board *(inactive since February 2019)*
- Parks, Recreation and Community Services Commission
- Senior Services Commission

On March 5, 2019, the City Council approved changes to the CAGs, including membership by district, terms of office, and efforts to establish uniform bylaws. These changes were recommended by the City Manager's Office (CMO) to streamline the City's CAG program in order to make them more uniform, effective, and manageable. This item was first discussed at the January 19, 2019 Finance & Governance Committee and recommended to Council with the request that staff conduct an assessment of the purpose and effectiveness of the City's CAGs.

This effort has been ongoing but was stalled in 2020 with the onset of the pandemic when CAGs and in-person meetings were put on hold. Efforts resumed in 2022 with the creation of uniform bylaws, development and transition to uniform templates and processes, implementation of member and staff training, annual reports to Council, an onboarding program for new members, and ongoing support of CAG processes and efforts.

DISCUSSION

While some CAGs have benefitted from this ongoing support, others have struggled to engage volunteers, meet quorum requirements, identify work that aligns with their powers and duties, does not duplicate administrative staff responsibilities, and aligns with Council policies and priorities. In recent years, the Council has prioritized and invested in programs and staffing for particular City services that overlap with certain CAG subject areas, specifically addressing homelessness and restoring and enhancing senior programs. In the recently adopted 2024-2025 budget, the Council also committed to increasing staff and funding to support the Oxnard Public Library in alignment with the September 19, 2023 City Council "Reinventing the Oxnard Library System" discussion. After multiple years of consistent support and evaluation of CAGs, staff recommend that the Council dissolve the Commission on Homelessness, and restructure the Library Board, pending further analysis.

Commission on Homelessness:
Prior to the Commission of Homelessness (COH) being established, the Oxnard Homeless Task Force (OHTF) existed. The OHTF comprised representatives from homeless service agencies, staff from the City and County, and interested community members. It was an evolving group that met every 1-2 months and generally had 15-25 homeless/social service providers and persons from the community at the meetings. In 2000, the COH was established to formalize the work of the OHTF. The COH was intended to comprise eleven (11) community members from the following categories: business sector, homeless/social service providers, faith community, neighborhood councils, education/youth, health care (physical/mental), and housing providers and developers. The membership make-up was intended to provide a linkage and collaboration between the groups with a focus on identifying the needs of and recommending programs for the homeless community to City Council. In 2014, the COH membership was reduced to seven (7) members and the City Code updates did not reflect membership requirements by category as was intended upon the creation of the COH.

Between 2022 and 2023, the COH held meetings on a semi-consistent basis, though eight (8) of the twenty-four (24) planned meetings were canceled due to a lack of quorum. In 2023, membership of the COH dropped to only four members, and the CAG did not elect officers until August 2023 due to a lack of volunteers. As of July 2024, the COH has four vacancies, and all seven (7) scheduled meetings in 2024 have been canceled due to a combination of reported absences and a lack of agenda items/work to focus on. This is, in part, due to dedicated City staff focusing on the ongoing homeless services and programs and the enhanced partnership with regional stakeholders. Although there are active COH applications from community members, staff recommends not filling these vacancies and instead, dissolving the COH based on the reasons outlined below.

The City Council has prioritized addressing homelessness. As part of this effort, Council increased staffing for the Housing Department, including two (2) staff members dedicated to homeless services, as well as numerous contracts and agreements with homeless service providers. This has allowed the City to provide direct, ongoing supportive services to the homeless community, as well as dedicate time to researching and developing programs and policy recommendations, organizing events and presentations, and fostering strong relationships with other regional stakeholders. Prior to this Council prioritization, much of the research and program development was completed by the COH.

The early work of the COH served to identify the needs of the homeless populations in Oxnard; however, the programs and partnerships to address these needs have now been developed and are functioning, not only at a local level but at a regional level with the Ventura County Continuum of Care (CoC) Alliance. This regional approach allows the City to more efficiently and effectively serve the needs of our homeless population. In addition to identifying homeless persons' needs, one of the larger accomplishments of the COH was COH members working closely with staff to develop the Foul Weather Shelter program. This program was approved by the City Council in July 2023.

In addition to the Council-supported staffing, a number of homeless support services, programs, and developments are funded, managed, or provided through collaborative relations in the City of Oxnard:

- **Casa de Carmen** is a development effort for a fifty-six (56) permanent supportive housing unit and a 110-bed overnight homeless shelter and navigation center. This project is currently under construction at 2nd and B streets.
- The **Oxnard Navigation Center** provides around-the-clock shelter and services to 110 homeless residents, including shelter, laundry, meals, and case management to create and work through individualized housing plans with each client. This is primarily funded by the City of Oxnard and operated by Mercy House.
- The **Encampment Response Funding (ERF) program** is a State grant that provides funding to utilize local motel rooms to provide non-congregate shelter and case management services to those who have been relocated from encampment sites within the City. The goal of ERF is to place clients into permanent housing. The Ventura County Health Care Agency provides case management services for this program, and the City coordinated closely with the CoC to develop this program and secure its grant funding.
    - This program launched in late December 2023 and provides non-congregate shelter and case management services for sixty-five (65) clients.
- **Turning Point Foundation** serves ten (10) homeless residents from the City of Oxnard through the **Our Place Safe Haven Shelter**, funded through the Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) programs.
- **Street outreach** for unhoused and unsheltered residents is provided via a contract between the City and Salvation Army. The street outreach team provides practical assistance, housing navigation, employment assistance, health navigation, and crisis intervention.
    - From July 1 - December 21, 2023, the Salvation Army reported serving 622 people through its street outreach program. Due to the limitations of the Homeless Management Information System (HMIS) database, this may include repeat (duplicate) clients.
- The City contracts with Mercy House and United Way to provide rapid re-housing assistance, which quickly transitions clients from homelessness to housing through practical assistance that may include housing identification, landlord negotiation, and assistance with short-term costs.
    - In FY 22-23, Mercy House served seventeen (17) Oxnard residents in their rapid re-housing program.
    - In the first three quarters of FY 23-24, Mercy House has served eighteen (18) Oxnard Residents, and United Way has served 9 Oxnard residents through their rapid re-housing programs.
- **One Stop** is a drop-in service funded and run by the Ventura County Health Care Agency. It provides health care, referrals to behavioral health and case management services, and practical assistance to unhoused residents in Camarillo, Oxnard, Santa Paula, and Ventura. Services are held weekly at the Oxnard One Stop.
    - One Stop does not keep a separate tally of client interactions at their locations and similar to the data collection for Salvation Army Street Outreach, the HMIS data limitations of unduplicated clients exist with this program. Therefore staff does not have data on Oxnard clients served.

In addition to the City supported programs, the opportunities and partnerships that exist with the Ventura County Continuum of Care (CoC) Alliance, a regional planning body of representatives and stakeholders with the goal of ending homelessness, is one of the main reasons staff recommends dissolving the COH. The CoC includes a similar membership as the originally established COH. The CoC governance board is composed of public agency leadership, service providers, and community members to create a collaborative, representative alliance. Housing Director Emilio Ramirez is a member of the CoC. The majority of direct State funding goes directly to the CoCs in the State, so it is essential to have a strong Oxnard voice within this organization.

Lastly, the CoC runs the Coordinated Entry System, a network that aligns homeless services in the County

together to ensure that resources are efficiently and equitably distributed to support people experiencing homelessness. The CoC's regional approach allows for collaborative solutions that may not be possible at a citywide level by leveraging funds and providing strong resources without duplicating efforts. With this partnership, per the 2024 point-in-time count, the City has been able to strengthen our relationships and achieve a 10.3% reduction in homelessness over the past year.

While homeless support services and staff are commonplace in cities across Ventura County, homeless-focused CAGs are not. As of May 2024, there is no homeless-related commission in the cities of Ventura, Thousand Oaks, Simi Valley, or Moorpark. These cities engage with local service providers, collaborate with the CoC, and dedicate professional staff to providing supportive services.

Several volunteer opportunities are available for community members interested in supporting homeless efforts within Oxnard and throughout the County. These volunteer opportunities include, but are not limited to:

a. Participate in the annual *Point-in-Time* Count (a count of sheltered and unsheltered people experiencing homelessness) held in January each year;
b. Attend the City's *Longest Night Memorial Event* held in December;
c. Volunteer time or donate to one of many local service providers and non-profit organizations that provide programs that support the homeless and at-risk populations, including, but not limited to, Mercy House, The Salvation Army, Community Action of Ventura County, and Food Share;
d. Attend CoC Governance Board meetings and advocate for policies through public comment opportunities; and
e. Apply to become a member of the CoC or the CoC Governance Board to support the alliance's mission and vision.

The City's active involvement with the CoC, strong partnerships with local homeless service providers, and staff dedicated to connecting individuals with resources ensure that the City continues to provide robust supportive services to address homelessness in Oxnard. Because of this, the purpose and efforts of the COH duplicate the daily work of staff and do not provide meaningful, effective volunteer opportunities for the community. As outlined above, there are volunteer opportunities with service providers, government agencies, and non-profit organizations available to community members. ***Staff recommends Council dissolve the Commission on Homelessness and rescind any City code sections related to this advisory body.***

Should Council support this recommendation, community members will continue to have an opportunity to share homeless-related comments, issues, or concerns through public meetings (e.g. City Council or a CAG when the subject relates to their focus area) or directly contacting their elected representative or Housing Director Emilio Ramirez. Housing staff will continue to facilitate town hall meetings and presentations at public meetings, including City Council, CAGs, or Neighborhood Councils, as necessary and applicable. Staff continue to remain available to assist members of the public and support those in need of homeless services.

Library Board:
Currently, the Oxnard Public Library system supports three branches (Downtown, South Oxnard, and Colonia) with twenty-five (25) professional staff members focused on providing free access to information, resources, exhibits, programs, and more for community members. In addition, the Library became a division of the Cultural and Community Services (CCS) Department in 2016, which provides additional synergy for programming and oversight of its policies and procedures.

The Library Board was first established on December 26, 1906, along with the newly established Oxnard Public Library. The California Education Code (CEC) requires that a municipal public library be managed by a board of library trustees, consisting of five (5) members serving three-year terms on a staggered basis. The board of library trustees is responsible for making and enforcing rules and regulations of a library, managing staff responsibilities, quantity, and compensation, purchasing property as necessary, and administering any trust

created for a library. Originally, the City's *Board of Library Trustees* was a five-member body appointed by the Chair of the Board of Trustees of the City. The financial management function of the *Board of Library Trustees* was removed and transferred to the City Council.

In 1998, in an effort to align CAGs, clarify ambiguities, and enhance overall effectiveness, the Council supported a comprehensive update to the ordinances related to CAGs. This effort resulted in the creation of the Library Board, as we know it today, being formally recognized as an advisory board to the Council. This change aligned the Library Board with its existing functions and clarified its powers and duties to match what the City Code reflects today. Although consistent with the spirit of the CEC regarding the establishment of a library board, the current structure and powers and duties of the Library Board are not entirely consistent with the CEC. Further, while the administrative and financial responsibilities of the Library Board of Trustees are currently fulfilled or delegated by the Council, this action has not been formalized through an ordinance or resolution.

The Library Board has not met since February 2019. Originally, the lack of holding meetings was primarily due to a lack of applicants for the Library Board; however, the increased professional staff assigned to manage the Library, the Library becoming a division within the CCS Department, and the active involvement of the Oxnard Friends of the Library Foundation (FOL), a non-profit volunteer organization, has also contributed to the lack of agenda items and interest for the Board.

On September 19, 2023, Council received a report on "Reinventing the Oxnard Library System." As detailed in that report and live presentation, the CCS Department partnered with the FOL, which funded and participated in an information gathering tour, visiting libraries awarded for their innovative library design and services, program offerings, and ability to connect with the community. An important outcome of that effort has been a renewed strength between the City Staff and the FOL. FOL is dedicated to raising funds to benefit the Library and its patrons and increasing community awareness of the Library. This organization provides volunteer opportunities for residents, including sorting and pricing donated books, working shifts at the gift shop or the occasional book sales, and delivering books to those who are home-bound through the "Books on Wheels" program. This organization meets monthly and works closely with Library staff by providing input, suggestions, and public feedback on the needs of City programs, services, and space use. Community members interested in volunteering to support the public library system have an opportunity to do so through the FOL.

In summary, due to the following reasons, staff recommends restructuring the Library Board:

1. Full compliance with the California Education Code;
2. Increased professional City staff dedicated to supporting Library programs and administrative oversight;
3. Existing volunteer opportunities with FOL ;
4. Lack of applicants for the Board; and
5. Lack of Library Board meetings since 2019

The eventual staff recommendation for the restructured Library Board will depend on a response from the California Attorney General (AG). The City has requested an AG opinion, via Assemblymember Steve Bennett, regarding the CEC's language about the requirement that the Board be five members. If feasible, based on the eventual AG response, staff would recommend the City's seven-member City Council be established as the Library Board of Trustees. This would allow the board to function similarly to the role of the Parking Authority, with the City Manager assuming the administrative responsibilities delegated to the Council.

If the Committee supports the restructuring of the Library Board, upon response from the AG, staff will return to the Council with a proposal to restructure the Library Board.

Continued & Future CAG Efforts:
Staff from the CMO oversees, monitors, and evaluates the CAG efforts, processes, and requirements. To

evaluate the effectiveness of the CAGs and provide meaningful volunteer opportunities for City residents, staff monitors each CAG's activities, including compliance with administrative requirements, alignment with powers and duties, general efforts and outcomes, and member engagement.

Ongoing training with the CAGs has resulted in more consistency with procedures, increased member engagement, and a stronger understanding of their individual powers and duties. Ongoing or planned CAG efforts in 2024 include:

- **Community Relations Commission (CRC):** highlighting City programs that focus on diversity, inclusion, and equal opportunities; strengthening signature programs, including the Multicultural Festival and Community Awards to increase community involvement.
- **Cultural Arts Commission (CAC):** finalizing the Request for Proposals to complete the third downtown mural through the Public Art Fund; discuss modifications to their existing powers and duties to refine their role and align with public art fund restrictions.
- **Library Board:** Pending AG response, and committee support at the subject meeting, return to Council with a restructure for the Library Board.
- **Parks, Recreation and Community Services Commission (PRCSC):** focusing efforts on implementation of the 2021 Parks & Recreation Master Plan. Recently the Chair of the PRCSC introduced the concept of merging with the CAC.
- **Senior Services Commission (SSC):** working through their adopted 2024 goals to explore senior center signage and accessibility, existing programs and possible new areas of interest to the community, and technology education opportunities.

Staff's continued training plans include goal-setting workshops to focus and align the CAGs with their powers and duties, strengthen their outcomes, and create robust, active CAGs that serve as liaisons between the community and City Council in their focus area.

Lastly, part of the support for CAGs includes filling vacancies. Although some CAG appointments have been delayed due to the evaluation of the CAGs and concepts presented by the PRCSC chair, we continue to accept applications for vacancies. As of June 27, 2024, four community members were appointed to the CAGs. If the COH is dissolved and the Library Board is restructured, staff would work with the existing members, if they still want to serve the community in some aspect, to help place them on another CAG or find opportunities within the existing outside volunteer opportunities.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Presentation

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

REPORTS
AGENDA ITEM NO. D.1

DATE: February 24, 2026

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

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Direction on the Future of the Commission on Homelessness.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee provide direction on the future of the Commission on Homelessness.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/AK5zVWCpkGg

BACKGROUND

Executive Summary:

On July 9, 2024 staff sought direction from the Community Services, Public Safety, Housing & Development Committee (Committee) on dissolving the Commission on Homelessness (COH) (Attachment #1). At that time, the Committee requested additional details on success rates, the City's defined role, and the subcommittee structure of the Ventura County Continuum of Care (CoC). Those details are provided in the body of this staff report.

The CoC is the mandatory regional approach to addressing homelessness - from a policy standpoint, stakeholder standpoint, and financial standpoint. For Oxnard to be eligible to receive HUD funding for homeless services—such as Emergency Solutions Grants (ESG) or CoC program funds—it must participate in the planning and implementation of the CoC. In addition, some State funding goes directly to the CoCs in California, including the Homeless Assistance and Prevention (HHAP) program, so Oxnard must participate in the CoC to be eligible for funding. The City is a member of the CoC Alliance, the Housing Director sits on the Alliance Governance Board (Board), and staff participate in the Advisory Committees of the CoC. In March 2026, a City of Oxnard Council Member will be appointed as a Board member.

The Commission on Homelessness (COH), a Citizen Advisory Committee (CAG) with the goal of making recommendations to the City Council on various issues related to homelessness, began in 2000 as an 11-person board from the following categories: business sector, homeless/social service providers, faith community, neighborhood councils, education/youth, health care (physical/mental), and housing providers and developers. In 2014, the COH membership was reduced to seven (7) members and the City Code updates no longer reflected membership requirements by category. When COH meetings resumed in 2021 (following the pandemic), thirteen (13) of the 36 planned meetings were canceled between 2021 and 2023 due to a lack of quorum or discussion items. The COH began to struggle with maintaining a quorum and identifying agenda

items that fit within their “Powers and Duties” in late 2022 and in 2023, membership of the COH dropped to only four members. As of July 2024, when this item was first brought to the committee for discussion, the COH had not held a meeting in the calendar year due to a combination of reported absences and lack of agenda items/work to focus on.

Supporting a CAG takes a considerable amount of staff time from the primary department assigned to the CAG (in this case the Housing Department), as well as support from the City Attorney’s Office, the City Manager’s Office, the City Clerk's Office, and IT Department (agendas, minutes, attendance reports, staff reports and pre-recorded videos for agenda items, presentations to City Council, trainings and onboarding of members, annual reports, etc). Staff does not have the capacity to support the COH, be the “boots on the ground” addressing homelessness, and participate in the CoC and the various CoC sub-committees.

Since the structure of the CoC is similar to the intention of the original COH and because of the increase in City services in this area, staff requests that Council evaluate the information provided in this report and discuss the future of the COH as a CAG. Staff recommends a pragmatic approach, which is to dissolve the COH, but continue with active involvement with the CoC, **which is required if financial resources from the federal and State governments are to be provided to Oxnard.** As outlined in this report, there are volunteer opportunities with service providers, government agencies, and non-profit organizations available to community members wishing to have an active role in ending homelessness.

DISCUSSION

Regional Approach to Addressing Homelessness:

Continuum of Care, Federal Level

The Continuum of Care (CoC) process was developed by the U.S. Department of Housing and Urban Development (HUD) in 1994 to coordinate the distribution of several competitive homeless assistance programs. Prior to the CoC process, organizations applied individually for funding from several homeless assistance programs. The CoC process was established to promote coordination within communities and between programs. It was also designed to bring together a broader collection of stakeholders such as public agencies, the faith and business communities, and mainstream service providers.

On May 20, 2009, President Barack Obama signed the HEARTH Act (Public Law 111-22), providing Congressional authorization of the CoC process. Regulations governing the CoC program were published in the summer of 2012.

The HEARTH Act reauthorized the housing title of the 1987 McKinney-Vento Act. HUD began issuing regulations in 2011, with the release of interim regulations on the Emergency Solutions Grant (ESG) and the Homeless Management Information Systems (HMIS) (the database enabling the Coordinated Entry System), along with a final regulation on the definition of homelessness. Regulations on the CoC program were published in the summer of 2012. Key changes made by the HEARTH Act include changes to outcome measures, funding incentives, eligibility for assistance, matching requirements, rural assistance, and administrative funding.

Purpose of a CoC

A CoC is a regional planning body, funded by HUD, that coordinates funding and services for homeless individuals and families. HUD requiresthat all geographic areas in the United States be covered by a CoC to receive McKinney-Vento Homeless Assistance Grants. A CoC:

1. Convenes various community stakeholders, including nonprofits, governments, faith-based groups, business community, and community advocates, to strategically address homelessness within a specific geographic area, ensuring a coordinated approach to rehousing people and connecting them with mainstream resources;
2. Establishes a single, community-wide system/network that aligns homeless services throughout a region to prioritize and connect people to housing services (e.g. HMIS);
3. Evaluates local homelessness needs and performance of existing services and applies to HUD for CoC Program grants.

A CoC's regional approach provides for collaborative solutions that are likely not possible at a city-only level by leveraging funds and providing strong resources without duplicating efforts.

Ventura County Continuum of Care (VC CoC)

The Ventura County Continuum of Care is the local CoC that fulfills the requirements stated above (items 1-3). Prior to the VC CoC, the Ventura County Homeless and Housing Coalition (the Coalition) was established in 1983 as a collaborative for housing advocates, service providers and local government representatives concerned about issues of homelessness. In 1993 the Coalition incorporated as a non-profit organization and served as the CoC coordinating body acknowledged by HUD from 1998-2012. In 2012, at the request of the Coalition, CoC administrative and oversight responsibilities were transferred to the County of Ventura and the Countywide CoC Alliance (Alliance) was formalized.

If a city, such as Oxnard, wants to receive HUD funding for homeless services—such as Emergency Solutions Grants (ESG) or CoC program funds—it must participate in the planning and implementation of that region's CoC. In addition, the majority of direct State funding goes directly to the CoCs in California, so again a city must participate in the CoC to be eligible for funding.

The County Executive Office (CEO) provides lead staff support for the Alliance, the Alliance Governance Board (Board), Advisory Committees, the Interagency Council on Homelessness (IACH), and Infrastructure Organizations. These meetings are open to the public. Within this framework, as indicated below, there are many opportunities to be involved to end homelessness in Ventura County. Attachment #2 is the VC CoC Governance Charter, effective January 1, 2026 and below is a summary of each of these functions within the Alliance.

1. **Alliance:** the "parent" agency of the VC CoC with more than 100 representatives throughout the County collaborating to end homelessness. Membership in the Alliance is open to a variety of individuals and organizations. Exhibit D of Attachment #2 includes the members that make up the alliance. The Alliance meets at least quarterly with published agendas, issues public invitations for new members at least annually, and provides an opportunity for the public to attend to homelessness throughout the County.
2. **Board:** acts on behalf of the Alliance to set regional goals and priorities, monitor performance, make funding decisions, and provide strategic leadership and oversight to the Alliance; it is composed of county-wide public agency leadership, service providers, and community members to create a collaborative, representative alliance. In December 2025, the Board amended their charter to add three (3) appointed publicly elected officials or their alternates to include one (1) County of Ventura Board Supervisor, one (1) West County jurisdiction city council member (City of Oxnard from 2026-2028), and one (1) East County jurisdiction city council member. The amended charter also added three (3) law enforcement representatives to include one (1) County of Ventura Sheriff representative, one (1) West County jurisdiction law enforcement representative (City of Ventura from 2026-2028), and one (1) East County jurisdiction law enforcement representative. In addition, the City of Oxnard Housing Director

sits on the Board. The Board meets monthly with published agendas and provides an opportunity for the public to attend. Community members are able to apply for the CoC Board, but members must fit the vacant seat designation to be nominated.

3. **Advisory Committees:** The Alliance has established several Standing Advisory Committees that are needed each year and are established for ongoing, long-term activities:

   a. Housing and Services Committee;
   b. Data Performance and Evaluation Committee;
   c. Homeless Management Information System (HMIS) and Coordinated Entry Steering Committee;
   d. Public Information and Outreach Committee;
   e. Nominations/Selection Committee;
   f. Youth Action Board Committee.

Each Standing Advisory Committee establishes regular recurring meetings and publishes an annual calendar on the Alliance website. These standing Advisory Committees meet regularly, some monthly and others quarterly, and are open to the public.
Interagency Council on Homelessness (IACH): The Ventura Council of Governments (VCOG), in their role as Interagency Council on Homelessness for the County of Ventura, receives reports from the Board no less than annually. The IACH provides an additional opportunity for regional coordination and interagency collaboration, Currently Councilmember Bert Perello holds a seat on VCOG.

4. **Infrastructure Organization(s):** The Infrastructure Organization provides operational responsibilities for the Alliance. The County Executive Office fulfills this role.

<u>Recent Accomplishments of the VC CoC include:</u>

Strategic Initiatives and Funding

- **Secured Funding:** The County of Ventura secured over $93 million in state funding for behavioral health infrastructure to develop two new residential treatment facilities. The VC CoC and County of Ventura have been awarded all 6 rounds of HHAP funding totaling over $28 million.
- **Prevention Efforts:** Throughout the CoC region, HHAP funds were allocated for homeless prevention through United Way of Ventura County and VC Human Services Agency.
- **Encampment Resolutions:**State grant investments have enabled the county and cities to resolve encampments by prioritizing housing placements.
    - The City of Oxnard's involvement with the CoC has greatly benefited the City in recent years. In 2023, the City received a $4,015,638.88 Encampment Resolution Funding (ERF) grant from the State of California. The CoC supported the City's application for the funding, and was listed as the Implementing Organization for the project. The $4M grant provided funding to utilize local motel rooms to provide non-congregate shelter and case management services for persons relocated from two large encampment sites within the city. The City of Oxnard's partnership with the VC CoC allowed the City to close both encampments and 88 individuals were relocated to non-congregate shelter and case management programs over the course of the program.
    - The CoC established a preference for ERF clients when determining placements for permanent supportive housing, further facilitating the success of this program, and allowing 44 of the 88 individuals a pathway housing.
- **Data-Driven Approach**: The CoC utilizes the Homeless Management Information System (HMIS) and annual PIT counts to inform funding and policy decisions.
- **2023 Ventura County Homeless Plan:** Ventura County identified and addressed system needs and gaps by engaging LeSar Development Consultants (LDC) to develop the 2023 Five-Year Homelessness Plan. The Cities of Oxnard, San Buenaventura, and Thousand Oaks partnered with Ventura County

throughout the process and obtained jurisdiction specific goals and next steps that are aligned with the County framework to meet local needs.

Homelessness Reduction

- **Reduced Homeless Population:** The 2025 Point-in-Time (PIT) count, which is organized by the County Executive Office CoC administrative staff, identified 1,990 individuals experiencing homelessness, a reduction of 368 people (15.6%) compared to 2024, and an 18.5% decrease since 2023. For the City of Oxnard, per the 2024 and 2025 point-in-time counts, the City has been able to strengthen its relationships and achieved a 10.3% reduction in homelessness in 2024, followed by an additional 15.7% reduction in homelessness in 2025.
- **Increased Housing Stock & Shelters:** Within the CoC region, from 2022 to 2025, Interim Shelter increased by 98 units and permanent housing increased by 563 units. Over 100 new permanent housing units opened since September 2024. Specifically in the City of Oxnard from 2018 to 2025, in addition to other affordable housing projects, 190 PSH units have been constructed and occupied (Attachment #3 for full list).
- **Successful Projects:** The "Pathways to Home" Coordinated Entry System has been implemented to streamline access to services. The Pathways to Home system facilitated the placement of more than 40 previously homeless persons from two large encampment sites in Oxnard to permanent supportive housing units, by matching those individuals to available units as they became available. Project RoomKey (PRK) assisted over 800 participants with motel vouchers during the pandemic.

Council Priorities

Since 2016, Council has prioritized and invested in addressing homelessness. On May 17, 2016, Council adopted Fiscal Years (FY) 2016/2017 and 2017/2018 City Council Strategic Priorities, which included a goal to address homelessness through the development and implementation of a multitiered strategy. In September 2018, Council adopted a Homeless Five-Year Plan and Strategy.

The City continued to invest in homeless services, and in 2021 Council's commitment was reaffirmed with the adoption of new priorities, which include: "Continue to address homelessness in Oxnard".

This priority included investment of funding with staffing added to both the Police and Housing Departments to support homeless prevention and response. In approximately FY 16/17 there was only one officer primarily dedicated to homeless services. In 2020, the Oxnard Police Department created the Homeless Liaison Officer (HLO) Unit, inclusive of three officers and one sergeant developing a dedicated team to address issues of homelessness and vagrancy; and as of December 2025, this unit includes five (5) officers, one (1) corporal, and one (1) sergeant.

Within the Housing Department, although there was a homeless assistance position dating back to at least FY 2011-2012, the position served in multiple capacities, was vacant many times, and at one point the City of Oxnard contracted with the City of Ventura for support in homeless services to fill the void in staffing. In 2021, an additional position was added in the Housing Department dedicated to homeless services. The additional staff have allowed for the researching, developing, and operation of programs and policy recommendations, organizing events and presentations, and fostering strong relationships with other regional stakeholders. In addition, Council has authorized numerous contracts and agreements with homeless service providers, allowing the City to provide direct, ongoing supportive services to the homeless community. Prior to this Council prioritization of addressing homelessness, much of the research and program development was completed by the City of Oxnard Commission on Homelessness (COH).

As further described in Attachment #3, Council's investment in homeless-related services has expanded the City's shelter, affordable housing projects, increased partnerships with County agencies and local service providers, and established a street outreach program designed to support those experiencing homelessness. Some major accomplishments of these investments include the opening of the Casa de Carmen Permanent Supportive Housing and Navigation Center, serving 65 residents through the street outreach team between July 1, 2025 and September 30, 2025, and serving 74 individuals through the rapid re-housing program between July 1, 2023 and June 30, 2025.

Commission on Homelessness (COH)

Prior to the Commission of Homelessness (COH) being established in 2000, the Oxnard Homeless Task Force (OHTF) existed. The OHTF included representatives from homeless service agencies, staff from the City and County, and interested community members. It was an evolving group that met every 1-2 months, and generally had 15- 25 homeless/social service providers and persons from the community at the meetings.

In 2000, the COH was established as a recognized Citizen Advisory Group (CAG) to the City to formalize the work of the OHTF. At inception, the COH comprised eleven (11) community members from the following categories: business sector, homeless/social service providers, faith community, neighborhood councils, education/youth, health care (physical/mental), and housing providers and developers. The make-up of the membership provided a linkage and collaboration between the groups, with a focus on identifying the needs of and recommending programs for the homeless community to the City Council. The original membership requirements of the COH were similar to that of the VC CoC. In 2014, the COH membership was reduced to seven (7) members and the City Code updates no longer reflected membership requirements by category.

City staff efforts to streamline the City's CAG program, of which the COH is part of, in order to make them more uniform, effective, and manageable has been ongoing but was stalled in 2020 with the onset of the pandemic. Efforts resumed in 2022 with the creation of uniform bylaws, development and transition to uniform templates and processes, implementation of member and staff training, annual reports to Council, an onboarding program for new members, and ongoing support of CAG processes and efforts.

While some CAGs benefitted from staff's ongoing support, the COH struggled to engage volunteers, meet quorum requirements, or identify work that aligns with their powers and duties that did not duplicate administrative staff responsibilities and aligned with Council policies and priorities. For these reasons, in July 2024, staff brought an item to the Committee requesting direction on staff's recommendation to dissolve the COH.

COH meetings were paused in 2020 due to the pandemic and resumed in 2021. After meetings resumed the COH met on a semi-consistent basis, though thirteen (13) of the 36 planned meetings were canceled between 2021 and 2023 due to a lack of quorum or discussion items. Though there were some notable accomplishments from the COH in 2021 and early 2022, the COH began to struggle with maintaining a quorum and identifying agenda items that fit within their "Powers and Duties" in late 2022. In 2023, membership of the COH dropped to only four members (out of seven available spaces) and the CAG did not elect officers until August 2023 (rather than January as prescribed by their bylaws) due to a lack of willing members to serve in these positions. As of July 2024, when this item was first brought to committee for discussion, the COH had not held a meeting in 2024 due to a combination of reported absences and lack of agenda items/work to focus on. Since July 2024, appointments to the COH have been on pause and no meetings have been held.

Of the four members who were still serving on the COH at the end of 2023, one has since been appointed to the Mobile Home Park Rent Review Board, one to the Community Relations Commission, one was no longer attending COH meetings, and one was interested in re-appointment to COH and currently serves on the Measure O Oversight Committee. Although there are applications on file from community members interested in serving on the COH, appointments have remained on hold until the discussion on the future of the COH

takes place with the City Council.

Supporting the COH requires a considerable amount of staff time from the Housing Department, as the primary department overseeing the CAG, as well as support services from the City Attorney's Office, City Manager's Office, City Clerk's Office and IT. Housing Department staff are responsible for preparing agendas and minutes, tracking and reporting attendance, developing staff reports, pre-recorded presentations and annual reports, coordinating with commissioners and staff, onboarding and training commissioners, and being present to facilitate the meeting. This can amount to 8-10 hours of work per meeting, which historically were scheduled on a monthly basis. Staff does not have the capacity to support the COH, be the "boots on the ground" addressing homelessness, and participate in the CoC and the various CoC sub-committees. As stated previously, active involvement with the CoC is required if financial resources from the federal and State governments are to be provided to Oxnard.

The early work of the COH served to identify the needs of the homeless populations in Oxnard to support these efforts that staff could not complete at the time due to limited staffing. While there has been good work from the COH, most notably the Foul Weather Shelter program recommended to Council in 2022 (approved by Council in July 2023) and Safe Parking Proposal program recommended to Council in 2022 (no subsequent Council approval), the current efforts of the Homeless Division staff, the City's requirement to participate in the CoC to be eligible for federal funding, and combined with recent successes regarding homeless resources, continue to demonstrate that the COH, at the City level, is not the most efficient or effective use of volunteer time or staff time and resources.

While homeless support services and staff are commonplace in cities across Ventura County, homeless-focused CAGs are not. As of May 2025, there is no homeless-related commission in the cities of Ventura, Thousand Oaks, Simi Valley, Port Hueneme, Fillmore, Ojai or Moorpark. These cities engage with local service providers, collaborate with the CoC, and dedicate professional staff to providing supportive services.

Ways for Community Members to Support Ending Homelessness

There are several volunteer opportunities available for community members interested in supporting homeless efforts within Oxnard and throughout the County. These volunteer opportunities include, but are not limited to:

1. Attend the quarterly CoC Alliance meetings and advocate for policies.
2. Attend the CoC Governance Board meetings and advocate for policies. In 2025 there were 13 Board meetings.
3. Apply to become a member of the CoC Alliance or the CoC Governance Board to support the alliance's mission and vision. The Alliance issues public invitations for new members at least annually. Community members are able to apply for the CoC Board, but members need to fit the seat designation to be nominated.
4. Participate, as a member of the public, in one of the CoC Advisory Committees, which meet monthly or quarterly, focused on specific initiative areas.
5. Participate in the annual Point-in-Time Count. This is a count of sheltered and unsheltered people experiencing homelessness held in January each year.
6. Attend the City's Longest Night Memorial Event held in December. This annual event is hosted as a memorial for those who have died while homeless throughout the year.
7. Volunteer time or donate to one of many local service providers and non-profit organizations that provide programs that support the homeless and at-risk populations, including, but not limited to, Mercy House, The Salvation Army, Community Action of Ventura County, and Food Share.

As outlined above, there are volunteer opportunities with service providers, government agencies, and non-profit organizations available to community members wishing to have an active role in ending homelessness. In recent years, Council has prioritized and supported many homeless programs and staff have enhanced homeless

support services in partnership with the VC CoC and County of Ventura. Since Oxnard must participate in the planning and implementation of VC CoC to be eligible for HUD funding for homeless services—such as Emergency Solutions Grants (ESG) or CoC program funds—AND because we don't have the capacity to actively participate at the CoC, serve the local homeless population, and staff the COH, staff recommends dissolving the COH.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Samantha Shapiro, Project Manager

ATTACHMENTS

1. Attachment 1 - Committee Report July 2024
2. Attachment 2 - VC CoC Governance Charter 2026
3. Attachment 3 - COH Report 02.24.26
4. Attachment 4 - Presentation

ATTACHMENT #3

City's Homeless Programs and Services		
	2017	**Through 2025**
Shelter	**Winter Warming Shelter** ● December to March ● Night Time Only ● Limited restroom and shower facilities ● No accessible restrooms ● 120 bed capacity	**Casa de Carmen:** Contracted with Mercy House Year Round services: ● 110-bed overnight homeless shelter and Navigation Center, including case management, food, and laundry **Partnerships** with other shelter providers: ● Gabriel's House ● Lighthouse ● Rescue Mission ● Turning Point- funded through CDBG and Emergency Solutions Grant ESG programs: Serves 21 homeless residents from the City through the Our Place Safe Haven Shelter
Permanent Supportive Housing (PSH) Units	N/A	**Casa De Carmen** ● 55 PSH units (plus 1 manager's unit) **Central Terrace:** ● 35 PSH units (86-unit affordable housing project, plus 1 manager's unit) **Dolores Huerta:** ● 13 PSH units reserved for veterans experiencing homelessness (57-unit affordable housing development serving low-income farmworkers, plus 1 manager's unit) **Ormond Beach Villas** ● 18 PSH units (40 unit project) **Casa Aliento:** ● 69-unit PSH units (plus 1 manager's unit)
Police Staffing	One (1) Officer primarily dedicated to homeless services	Homeless Liaison Office (HLO) Unit, including: ● One (1) Sergeant ● One (1) Corporal ● Four (4) Officers
Housing Vouchers	Issued 3 homeless set aside vouchers	● Issued 122 homeless set aside vouchers (for a grand total of 125 vouchers issued)

		● New allocation of mainstream vouchers (additional 12 vouchers issued for a grand total of 40 vouchers issued) ● New allocation of emergency housing vouchers (43 vouchers issued) ● New allocation of Veterans Affairs Supportive Housing (VASH) vouchers (37 vouchers issued)
Street Outreach	● No organized street outreach ● Oxnard Police Department responded to calls	● City Police Department and Homeless Assistance Staff Partner with Mercy House to provide street outreach for unhoused and unsheltered residents. ● From July 1, 2024 – January 28, 2026, Mercy House reported serving 104 unduplicated individuals through its street outreach program, with 41 of those individuals exiting the program to shelter and 2 exiting directly to permanent housing.
Encampment Response	● Reactionary only; typically requiring Council appropriation outside the budget system to respond to encampments.	**Council Approved Budget ($80K)** in Housing Department for coordinate efforts **Monthly Internal City** meeting to coordinate response efforts **City Encampment Response Guidance** is aligned with Executive Order N-1-24 (“EO”) **Encampment Resolution Funding (ERF):** ● $4M state grant (2023) that provided funding to utilize local motel rooms to provide non-congregate shelter and case management services to those relocated from encampment sites within the city ● This program provided non-congregate shelter and case management services for more than 80 clients
Additional Partnerships	Limited	● Continuum of Care ● County of Ventura ● Cities in the County ● All City Departments ● Oxnard Housing Authority ● Mercy House

		● Affordable Housing Developers ● Shelter Care Resources ● Salvation Army ● Faith Based Community ● Ventura Housing Trust Fund ● Shelter partners listed previously **One Stop**: drop-in service providing health care, referrals to behavioral health and case management services, and practical assistance to unhoused residents ● Funded and run by the Ventura County Health Care Agency, services are held weekly at Oxnard One Stop location ● One Stop does not keep a separate tally of client interactions at their locations, therefore staff does not have data on Oxnard clients served **Rapid Re-Housing Assistance:** transitions clients from homelessness to housing through practical assistance that may include housing identification, landlord negotiation, and assistance with short-term costs ● City contracts with Mercy House and United Way to administer this program ● From 7/1/23 - 6/30/25, 74 individuals were served through this program

VENTURA COUNTY
CONTINUUM OF CARE ALLIANCE

ENDING HOMELESSNESS IN VENTURA COUNTY

Governance Charter

2026

Approved by CoC Board on September 10, 2025

Amended by CoC Board on December 19, 2025

Effective January 1, 2026

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NAME: Ventura County Continuum of Care Alliance, hereinafter referred to as "Alliance"

ADDRESS: The Alliance is located in the County of Ventura within the State of California. The Alliance's office of record will be the address and point of contact of the identified HUD Collaborative Applicant. Currently: County of Ventura, County Executive Office - Community Development, Hall of Administration L#1940, 800 South Victoria Avenue, Ventura, CA 93009

ARTICLE I. VENTURA COUNTY CoC GEOGRAPHIC BOUNDARIES

1.01. BOUNDARIES

The Ventura County Continuum of Care Alliance includes all of the geography within the County of Ventura, including 10 incorporated cities and all unincorporated areas. The physical bounds of this geography are consistent with the boundaries inclusive of these areas. These boundaries contain other Housing and Urban Development (hereinafter referred to "HUD") designated program components, including multiple Housing Authorities, six (6) HUD geocode areas, two (2) local Emergency Solutions Grant (hereinafter referred to as "ESG") Areas, communities eligible for State ESG funds, as well as federally designated Community Development Block Grant (hereinafter referred to as "CDBG") entitlement areas, HOME, and Veterans Administration service areas. The CoC primary area of operations within the CoC geography includes the areas served by the program components listed above. This geography is referred to as the Ventura County CoC Region (hereinafter referred to as "Region") and is known to HUD as City of Oxnard/San Buenaventura/Ventura County CoC (CA-611).

ARTICLE II. ESTABLISHMENT OF THE CoC

2.01. OVERVIEW

The U.S. Department of Housing and Urban Development charges communities that receive funds under the Homeless Continuum of Care Program (hereinafter referred to as "CoC Program") of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act with specific responsibilities. Section 578.5 of the HEARTH Interim Rule published in July 2012 (Interim Rule), defines a Continuum of Care (CoC) as "the group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate." Relevant organizations in the Ventura County CoC Region established the Ventura County Homeless and Housing Coalition (the Coalition) in 1983 as a collaborative for housing advocates, service providers and local government representatives concerned about issues of homelessness. In 1993 the Coalition incorporated as a non-profit organization and served as the CoC coordinating body acknowledged by HUD from 1998-2012. In 2012, at the request of the Coalition, CoC administrative and oversight responsibilities were transferred to the County of Ventura and the Countywide CoC Alliance was formalized. The Alliance is an unincorporated association as defined under Section 18035 of the California Corporations Code.

ARTICLE III. MISSION AND PURPOSE

3.01. MISSION

The Ventura County Continuum of Care Alliance is a collaborative group dedicated to promoting a safe, desirable and thriving community by ending homelessness in Ventura County.

3.02. SPECIFIC PURPOSES

In 2014 the Alliance began a transformation to expand membership, seat an inaugural Governance Board, identify Infrastructure Organizations, facilitate compliance with new federal regulations and guidelines, and address local gaps in community coordination and planning. As such, the Alliance outlines below the responsibilities and authorities of the different components that make up the Alliance including: Alliance Membership, Interagency Council on Homelessness, Advisory Committees, the Governance Board, and Infrastructure Organization(s).

A. Collaboration: The Alliance will:
   1. Promote community-wide commitment to the goal of ending homelessness in Ventura County;
   2. Provide opportunity for regional coordination and interagency collaboration;
   3. Promote access to and effective utilization of mainstream programs by homeless individuals and families;
   4. Promote the strategic use of available resources;
   5. Inform local planning processes;
   6. Inform stakeholders of actions impacting homelessness;
   7. Advocate for people experiencing homelessness in areas where they have limited access;
   8. Ensure availability of a region-wide Continuum of Care that meets requirements under HEARTH Interim Rule 578.5;
   9. Coordinate responses to funding opportunities for assistance for people at-risk of or experiencing homelessness;
   10. Implement specific goals established in applications for funding; and

B. Actions: The Alliance will:
   1. Foster the plan for a permanent system to ending homelessness;
   2. Ensure access for homeless persons to quality services and facilities in all phases of the Continuum of Care system;
   3. Coordinate services throughout the region to ensure that each special needs population has access to services in each geographic sub-region;
   4. Provide a seamless system of care for transition from the street to permanent housing;
   5. Support development of a strategic plan to address homelessness in the Region;
   6. Establish and evaluate standards and service targets with an eye for continuous improvement; and
   7. Actively recruit new and diverse membership.

ARTICLE IV. RESPONSIBILITIES OF THE ALLIANCE

4.01. OPERATING THE CoC

The Alliance will:

A. Hold meetings of the full membership at least quarterly with published agendas;
B. Issue public invitation for new members to join at least annually;
C. Follow and update annually a governance charter;
D. Continue development of governance charter to incorporate all procedures and policies including those required by all funding sources including written standards for funding assistance, strategic planning, project evaluations, and HMIS requirements;
E. Follow *'Process for Board Selection'* hereto outlined in Section 6.05 to select a Governance Board to act on behalf of the Alliance. The process will be reviewed, updated (as applicable), and approved annually by the Alliance as part of its Charter;
F. Follow *Process for Selection of Infrastructure Organization(s)'* hereto outlined in Section 10.02 to select organization(s) to assume operational responsibilities including HUD CoC Program Collaborative Applicant, HMIS Lead, Staff, Project Monitoring, and preparing the HUD CoC Collaborative Application;
G. Follow the '*Interagency Council on Homelessness'* process hereto outlined in Section 8.01 to engage key government representatives to end homelessness in Ventura County Region;
H. Appoint Advisory Committees, subcommittees, or task groups;
I. Consult with recipients and sub-recipients to establish performance targets appropriate for population and program type, monitor recipient and sub-recipient performance, evaluate outcomes, and take action against poor performers;
J. Evaluate outcomes of projects funded under the ESG and CoC Programs, and report to HUD and other funders;
K. Evaluate outcomes of projects funded under the California Homeless Coordinating and Financing Council and other State funding allocated to the CoC;
L. In consultation with recipients of HUD CoC and ESG Program funds within the Region, establish and operate a Coordinated Entry System (CES) that complies with requirements established by HUD; and
M. In consultation with recipients of HUD CoC and ESG Program funds within the Ventura County Region, establish and consistently follow written standards for providing Continuum of Care assistance.

4.02. CoC PLANNING

To serve as the regional coordinated body to end homelessness in the Ventura County Region, the Alliance will:

A. Coordinate the implementation of an effective housing and service system including outreach, engagement, assessment, prevention, shelter, housing, and supportive services within the Region;
B. Plan for and conduct an annual Point-In-Time (PIT) Count of homeless persons within the Region;
C. Conduct an annual gaps analysis of the homeless needs and services available within the Region;

D. Provide information to local jurisdictions required to complete the Consolidated Plan(s) within Region; and
E. Consult with State and local government ESG program recipients within the Region on the plan for allocating ESG Program funds and reporting on and evaluating the performance of ESG program recipients and sub-recipients.

4.03. DESIGNATING AND OPERATING HMIS

The Alliance will:

A. Designate a single Homeless Management Information System (HMIS) for the Region;
B. Designate an eligible applicant to manage the Continuum's HMIS, known as the HMIS Lead;
C. Review, revise, and approve (i) privacy, (ii) security, and (iii) a data quality plan for the HMIS;
D. Ensure consistent participation of recipients and sub-recipients in the HMIS;
E. Ensure the HMIS is administered in compliance with requirements prescribed by HUD; and

4.04. PREPARING APPLICATIONS FOR FUNDS

The Alliance will:

A. Design, operate, and follow a collaborative process for development of applications for funding;
B. Approve, through its Governance Board, submission of applications in response to a HUD CoC Program Notice of Funding Availability (NOFA) among other funding opportunities;
C. Establish priorities for funding projects;
D. Ensure that only one application for HUD CoC Program funds be submitted and collect and combine required applications information from all approved projects within Region; and
E. Seek to secure funding for Alliance operations and infrastructure, including but not limited to HUD Planning grant funds.

4.05. ADDITIONAL RESPONSIBILITES

The Alliance shall have additional responsibilities, including but not limited to:

A. Engage organizations in a community-based process;
B. Convene regular meetings of interested stakeholders;
C. Work to address the underlying causes of homelessness;
D. Lessen the negative impact of homelessness on individuals, families, and communities;
E. Promote a region-wide Alliance;
F. Foster collaboration;
G. Develop a permanent system to end homelessness;
H. Facilitate access to quality services region-wide;
I. Ensure access to services to all subgroups;
J. Ensure the system is designed with an equity framework to address racial disparities and other inequities
K. Ensure access to a full range of services from street outreach to permanent housing;
L. Facilitate sharing of provider expertise and intervention strategies;
M. Create, inform, and support to development of regional plans;
N. Provide a consistent source of data regarding the needs for homeless persons;
O. Educate stakeholders about regulatory actions and other conditions impacting the Alliance;

P. Advocate for policies and essential services that promote fair housing, client well-being, and rights and protections under the law; and
Q. Assist homeless service providers in acquiring funds dedicated to homelessness.

4.06. LIMITATIONS

The Alliance will not:

A. Engage in activities in favor or against any political campaign on behalf of candidates for public office, except as the law affords to as the right and privileges of its members; or
B. Convene members to conspire or to promote the support of activities that are deemed illegal activities under the law.

ARTICLE V. ALLIANCE MEMBERSHIP

5.01. STAKEHOLDERS

The Alliance shall garner community-wide commitment to ending and preventing homelessness in all parts of the Region through inclusion of representation from the entire Ventura County geographic area. In addition to the entities identified in Interim Rule Section 578.5, Alliance membership includes a variety of other community stakeholders to the extent that they are invested in ending homelessness in the Region. Examples of additional stakeholders include private foundations, philanthropists, fraternal organizations, employment development, organized labor, and private health service organizations.

5.02. MEMBERSHIP APPLICATION PROCESS

Interested organizations and individuals can join the Alliance by attending a regularly scheduled meeting, completing a membership application, and committing to participate in the work of the Alliance to achieve stated purposes and goals. Alliance members obtain and retain voting privileges through attendance and participation in accordance with established policies.

New Organizational Members verify the required commitment to the work of the Alliance by preparing a written statement as part of the membership application that identifies the components of the Alliance work that the organization will participate in. An Organizational Member may designate up to three (3) persons annually who are authorized to represent the organization at Alliance meetings. Any one (1) organization can only have one (1) vote. An organization representative may represent only one (1) organization.

Individuals may also become members of the Alliance. Individuals provide a similar commitment statement as part of their membership application to the Alliance; however, Individual Members may not designate additional persons to represent them. Individuals who have a recognized role in a member organization (such as employee, board members, consultants, or current service recipients) may become Individual Member of the Alliance but may not vote. Individuals with formal organizational affiliations, such as those noted above, may be selected to represent the organization with which they are affiliated. This provision creates an opportunity for individual stakeholders to participate in the Alliance without duplicating organizational representation.

5.03. MEMBER RESPONSIBILITIES

Alliance Member responsibilities include:

A. Review and approve Governance Charter and all amendments at least annually;
B. Attend annual and quarterly meetings;
C. Ratify full slate of Governance Board Members annually; and
D. Voluntarily participate on Advisory Committees.

5.04. MEMBERSHIP

A. Membership is open to organizations and individuals who support the Alliance mission. Those seeking membership must complete an application and make their request at any meeting of the Alliance. At the next regularly scheduled meeting of the Alliance, all membership requests from organizations or individuals made at the prior meeting will be assumed as valid for purposes of determining voting rights.
B. There shall be two (2) categories of Alliance members: Organizational Members and Individual Members.
D. All members shall have the right to speak at meetings; vote on matters before the Alliance, subject to the voting privileges set forth herein Section 5.09; and to participate in Alliance activities.
E. There will be an unrestricted number of Organizational Members. However, only one (1) representative from each Organization Member may vote on behalf of that organization on any given issue; representatives are based on authorization from the organization. Each organization shall indicate in writing the names of up to three (3) persons annually who may represent the organization.
F. There will be an unrestricted number of Individuals Members representing the general community. However, any such members must reside in Ventura County and may not be involved with Organizational Members as employees, board members, consultants, or current contractors.
G. Nonvoting Alliance memberships are available for members who self-identify as a Nonvoting Member.
H. All Alliance members are encouraged to actively recruit additional members engaged in ending homelessness in Ventura County.

5.05. MEETINGS AND MEETING SCHEDULE

A. Any person who attends an Alliance meeting may be asked to leave by staff if the person is verbally or physically disruptive.
B. The Alliance annual calendar will establish a regular meeting day, time, and location for the calendar year.
C. The full membership shall convene at least quarterly for the purpose of transacting the business of the Alliance.
D. All regular meetings shall be published on the Alliance website and distributed electronically to all members at least 72 hours in advance.

5.06 ANNUAL MEETING

A. Full Alliance membership shall meet annually to ratify the roster of the Governance Board Members, review and approve Governance Charter, and receive annual meeting calendar.
B. The notice of annual meeting shall be published on the Alliance website at least seven (7) days prior to the scheduled meeting.

5.07 SPECIAL AND EMERGENCY MEETINGS

A. Special meetings of the Alliance may be requested and noticed provided by email to each member at least 24 hours prior to the meeting.
B. Special and emergency meetings of the Alliance may be called at any time by the Governance Board or upon the request by one-third (33%) or more voting Members.

5.08. QUORUM

A. A quorum shall consist of 50% plus one of eligible voters for the Alliance membership meetings;
B. No business may be officially transacted without a quorum.

5.09. VOTING

A. At all meetings of the Alliance, members who have met attendance requirements set forth by the Alliance may vote. Voting privileges are limited to one vote per member, in accordance with attendance policies (Sec 5.09.D).
B. In the interest of informed decision-making, each Organizational Member may designate up to three (3) persons annually to represent such organizations at Alliance Meetings. Attendance by one (1) of the designated representatives is considered in meeting the attendance requirement associated with voting privileges (Sec 5.04.E).
C. Each Organizational Member and Individual Member may have only one (1) vote for any one (1) motion on the floor; a majority of votes shall carry or defeat a motion.
D. Voter privileges are extended to those Individual Members and Organizational Members that have been represented by a designated member at two (2) of the most recent four (4) full membership meetings.
E. New members must have attended at least one (1) meeting before being eligible to vote.
F. Upon ratification of this Charter new voting privileges became effective. Existing Alliance members who have secured voting privileges under previous rules will maintain privileges for the first meeting.
G. All Members must declare any conflict of interest they or their organization has on any voting issue. Organizational Members and Individual Members shall abstain from voting and discussion on any issue in which they or their organization have a conflict of interest.
H. The Governance Charter may be amended upon majority vote of the members of the full Alliance who are eligible to vote who are present at a meeting called for such purpose, provided that notice is given provided seven (7) calendar days prior to the meeting. Any such vote shall be conducted in accordance with the established Policies and Procedures of the Alliance. Absentee voting is not permitted.

5.10. MEETING MINUTES

A. Minutes of the meeting will be produced and maintained by the Collaborative Applicant staff.
B. Meeting minutes shall be electronically distributed to all Alliance Members and posted on the Alliance website.

ARTICLE VI. THE ALLIANCE GOVERNANCE BOARD

6.01. OVERVIEW

The Governance Board acts on behalf the Alliance and is representative of the relevant organizations and of projects serving homeless subpopulations within the Ventura County Region. The Alliance Board is charged with important responsibilities and authorities on behalf of the community of stakeholders. Representation of a broad array of stakeholders on the Alliance Board will enhance the capacity to coordinate and leverage resources from various community sectors throughout the Region. To this end, the Alliance will strategically pursue a Governance Board that represents the array of stakeholders, the diverse geographic sub-regions, and the constituency for whom each seat is designated. HEARTH regulations require the Board to be representative of the relevant organizations and of projects serving homeless subpopulations within the Continuum of Care's geographic area and that includes at least one homeless or formerly homeless individual to act on its behalf.

6.02. ESTABLISHMENT OF GOVERNANCE BOARD

A. The Alliance has established a Governance Board to include representatives of relevant stakeholders, private and public officials, philanthropic representatives, advocates, businesses and service organizations and projects serving homeless subpopulations. Subpopulations include but are not limited to persons with substance use disorders; persons with HIV/AIDS; veterans; the chronically homeless; families with children; unaccompanied youth; the seriously mentally ill; and victims of domestic violence, dating violence, sexual assault, and stalking. The Board will include a broad representation of key stakeholder groups found within the Region.
B. One Board member may represent more than one subpopulation or affiliation.
C. The Board shall include at least one homeless or formerly homeless individual.
D. Seats will be designated by affiliation, community sector, subpopulation, and geography.
E. Board leadership will consist of a chair and vice-chair.
F. One (1) Ex Officio Board Member may represent the Collaborative Applicant organization.
G. Three (3) appointed publicly elected officials or their alternates include one (1) County of Ventura Board Supervisor, one (1) West County jurisdiction elected city council member (representing Oxnard, Ventura, Camarillo, Ojai, and Port Hueneme), and one (1) East County jurisdiction elected city council member (representing Thousand Oaks, Simi Valley, Santa Paula, Fillmore, and Moorpark). Newly elected council members will begin their terms as appointed subsequent to the normal voting process and continue the Calendar Year term of the appointed seat. Each jurisdiction will rotate each two-year term to ensure broad geographic coverage.
    a. Starting in the 2026-27 Calendar Year two-year term, the **West County** seats will rotate from the largest to smallest 2025 Homeless Count population as follows:

Two-Year Term	City	2025 Homeless Count
1/1/2026 – 12/31/2027	Oxnard	634
1/1/2028 – 12/31/2029	Ventura	522

1/1/2030 – 12/31/2031	Camarillo	90
1/1/2032 – 12/31/2033	Ojai	60
1/1/2034 – 12/31/2035	Port Hueneme	21

b. Starting in the 2026-27 Calendar Year two-year term, the **East County** seats will rotate from the largest to smallest 2025 Homeless Count population as follows:

Two-Year Term	City	2025 Homeless Count
1/1/2026 – 12/31/2027	Thousand Oaks	162
1/1/2028 – 12/31/2029	Simi Valley	152
1/1/2030 – 12/31/2031	Santa Paula	107
1/1/2032 – 12/31/2033	Fillmore	10
1/1/2034 – 12/31/2035	Moorpark	2

H. Three (3) seats will be designated for law enforcement representatives. This will include one (1) County of Ventura Sheriff representative, one (1) West County jurisdiction law enforcement representative (Ventura, Camarillo, Ojai, Oxnard, and Port Hueneme), and one (1) East County jurisdiction law enforcement representative (Simi Valley, Santa Paula, Fillmore, Moorpark, and Thousand Oaks). Each jurisdiction will rotate each two-year term to ensure geographic coverage.

a. Starting in the 2026-27 Calendar Year two-year term, the **West County** seats will rotate starting with the second largest 2025 Homeless Count population as follows:

Two-Year Term	City	2025 Homeless Count
1/1/2026 – 12/31/2027	Ventura	522
1/1/2028 – 12/31/2029	Camarillo	90
1/1/2030 – 12/31/2031	Ojai	60
1/1/2032 – 12/31/2033	Port Hueneme	21
1/1/2034 – 12/31/2035	Oxnard	634

a. Starting in the 2026-27 Calendar Year two-year term, the **East County** seats will rotate starting with the second largest 2025 Homeless Count population as follows:

Two-Year Term	City	2025 Homeless Count
1/1/2026 – 12/31/2027	Simi Valley	152
1/1/2028 – 12/31/2029	Santa Paula	107
1/1/2030 – 12/31/2031	Fillmore	10
1/1/2032 – 12/31/2033	Moorpark	2
1/1/2034 – 12/31/2035	Thousand Oaks	162

I. The Governance Board is instituted as an unincorporated association. Any change to formal legal structure would require amendment to the Governance Charter.

6.03. BOARD RESPONSIBILITIES

The Board has authority not retained by the membership in the Charter including the following:

A. Regional Planning: set regional goals and priorities for ending homelessness in the Region;
B. Monitor Performance: monitors community progress toward ending homelessness in the Region;

C. Establish and monitor HUD CoC, Emergency Solutions Grant (ESG), and State Homeless Housing Assistance and Prevention (HHAP) grant performance targets and metrics; measure outcomes; evaluate Infrastructure Organization performance annually;
D. Approve Alliance Policies: including HUD CoC, ESG, and State HHAP funding recommendations and written standards for providing assistance;
E. Approve selection of and provide direction to Collaborative Applicant, HMIS Lead, and other such Infrastructure Organizations.
F. Select Governance Board Members annually and fill vacancies; subject to the Governance Board composition, member selection, membership ratification and related requirements set forth in Sections 6.04 through 6.07 below.
G. Fundraise: authorize grant applications; raise and allocate funds; approve sustainability plans;
H. Ensure that relevant organizations and projects serving various homeless subpopulations are represented in planning and decision-making; and
I. Build community awareness inclusive of the needs of all homeless populations found in the Region.

The Board has no authority to act contrary to this Charter, contrary to any applicable law, rule or regulation, or beyond the mission of the Alliance as set forth in Article III of this Charter.

6.04. BOARD COMPOSITION

A. The Governance Board shall have a minimum of thirteen (13) and maximum of nineteen (19) Members.
B. Members must be able to represent an array of community sectors, special needs populations, and geographic areas throughout the region.
C. One (1) Ex Officio Board Member may represent the Collaborative Applicant organization.
D. Three (3) appointed publicly elected officials or their alternates include one (1) County of Ventura Board Supervisor, one (1) West County jurisdiction elected city council member, and one (1) East County jurisdiction elected city council member. Terms are noted in the above section 6.02.
E. Three (3) seats will be designated for law enforcement representatives serving as Homeless Liaison Officers or Deputies. This will include one (1) County of Ventura Sheriff representative, one (1) West County jurisdiction law enforcement representative, and one (1) East County jurisdiction law enforcement representative. Terms are noted in the above section 6.02.
F. Sectors include:

Advocates
Affordable Housing Developers
Businesses
Faith-based Organizations
Governments
Homeless/Formerly Homeless
Hospitals (Public or Private)
Law Enforcement
Mental Health Agencies (including substance abuse)
Nonprofit Homeless Assistance Providers

Organizations that serve Veterans
Public Housing Authorities
Organizations that serve unaccompanied youth
Social Service Providers
Universities (public or Private)
Victim Service Providers

6.05. PROCESS FOR BOARD SELECTION

A. Nominations of Governance Board Members will be accepted from full Alliance Membership;
B. The Nominating Committee (Section 7.02E) will reach out to candidates to confirm willingness to serve and verify qualifications. The Nominating Committee members may not nominate themselves and shall not be eligible to be nominated;
C. Results of nominations are reviewed by the Nominating Committee to ensure that adequate representation is available for each of the required constituencies (community sectors, subpopulations, geography);
D. The Board will select nominees annually based on recommendations of the Nominating Committee and fill vacancies as needed;
E. The full Alliance voting membership shall be asked to ratify the slate of new Board Members in its entirety at the annual meeting;
F. Board composition is reviewed annually;
G. Members of the Board serve as liaisons to other community stakeholders;
H. Election of the Board Members should be staggered to ensure continuity; half will be up for election each year;
I. Regular attendance and participation in Board activities is required. Members of the Governance Board must actively participate in two (2) of the most recent four (4) meetings in order to remain in good standing. Members failing to meet the attendance and participation standard shall be subject to removal and replacement.

6.06. BOARD MEMBER SELECTION CRITERIA

Alliance Board Members are selected to represent various constituencies. In order to adequately represent that constituency, Board Members shall meet basic qualifications including the following:

A. Meet eligibility to be a voting Member;
B. Sufficient knowledge and a working relationship with the constituency group;
C. Capacity to read and assess detailed information;
D. Ability to work effectively on a team;
E. Capacity to consider the benefit of the Alliance as a whole;
F. Ability to meet the timelines/demands of funding sources;
G. Respectful acknowledgement of the rights of homeless persons; and
H. Eligible to conduct business with a governmental entity (i.e., not debarred or suspended).

6.07. BOARD MEMBER PROXY REPRESENTATIVE CRITERIA

Alliance Board Members may designate a proxy representative to have representation in their absence. The following criteria is required:

A. Board members are expected to attend at least 50% of the scheduled meetings during a calendar year.
B. Each Board member will designate one proxy representative with the eligibility to vote.
C. Changes in proxy representative shall represent the same sector or organization as the Board member.
D. Each proxy representative shall represent the same sector or organization as the Board member.
E. Board members or their designated proxy representatives must be present at the Board meeting to vote on items.
F. The VC CoC Nominating Committee will consider the attendance of Board members when considering applications to renew terms for Board membership annually.

6.07. BOARD ELECTIONS AND TERMS OF OFFICE

A. As provided for in Section 6.05.E, Board Membership is determined annually by election by a majority vote of the existing Board Membership and is ratified by the full Alliance voting Membership at its annual meeting.
B. The term of the Governance Board shall be January 1 through December 31.
C. Except for the initial Governance Board, Members will serve two-year terms subject to re-election with one-half of the seats subject to election each year.
D. There is an established 5 term limit (10 year max) for all Board Members, with the exception of the Ex-Officio representative.
E. In the event of a vacancy, the Governing Board may appoint such qualified person(s) necessary to fill the vacancy. The person(s) appointed shall serve the unexpired term of the previous Board Member and is subject to re-election by the Board and ratification by the full Alliance voting membership.

6.08. BOARD CODE OF CONDUCT

The Members of the Alliance Board are entrusted with specific responsibilities related to use of public funds invested in addressing a serious community concern, homelessness. Members are expected to observe the highest standards of ethical conduct in the execution of these responsibilities. In the performance of their duties, Alliance Board Members are expected to carry out the mandate of the Alliance to the best of their ability, and to maintain the highest standards of integrity for actions with other members of the Board, Alliance representatives, service recipients, service providers, and members of the public.

6.09. GENERAL CONDUCT

Members of the Board are expected to conduct themselves with courtesy and respect, without harassment, physical or verbal abuse. Personal relationships should not result in special considerations, including bias or favoritism that influence the performance of their official duties in a manner contrary to the interest of the broader Alliance. Board Members are expected to exercise adequate control and supervision over matters for which they are individually responsible.

6.10. STEWARDSHIP OF RESOURCES

Board Members must assure that the resources entrusted to them are used for conducting official business only. Members of the Alliance Board must abide by the Conflict of Interest Policies established for Board operations herein (Sec. 6.18).

6.11 PROTECTION OF CONFIDENTIAL INFORMATION

In line with this Charter of the Alliance, Board Members have a responsibility to protect any confidential information provided to, or generated by, the activities of the Board. Board Members shall not use confidential information of the Alliance for any purpose or disclose such confidential information to any third party, except as necessary to perform their duties and responsibilities as members of the Governance Board.

6.12 PUBLIC STATEMENTS AND MEDIA RESPONSE

When making public statements or speaking to the media on issues related to homelessness, members of the Board shall make clear whether they are speaking in their own name or on behalf of the Alliance.

6.13 REVIEW OF VIOLATION OF THE CODE OF CONDUCT CHARGES

When an allegation of misconduct is received by the Governance Board, an Ethics Review Committee will be assembled. This committee may not exceed three (3) members and must include a minimum of two (2) persons from the official Alliance membership. The Ethics Review Committee shall conduct a review of the matter and make a recommendation to the Governance Board for resolution. The Governance Board shall not be bound by the Ethics Review Committee's recommendation.

If requested by a majority, the Committee may also give guidance to the Alliance concerning other aspects of conduct, including actions of staff, consultants or other persons charged with implementation of duties relative to the responsibilities of the Board.

6.14 BOARD LEADERSHIP

At the last meeting each calendar year, the Board will select a Chair to preside over the meeting and Vice-Chair to conduct meetings in the absence of the Board Chairperson. The Vice-Chair will preside over the meeting and officiate business in circumstances where the conduct of the Chair has been formally challenged, or in instances when the Chair must recuse him/herself.

6.15 DOCUMENTATION

The Alliance shall conduct and transact business in a fair and transparent manner. To this end, the Board shall maintain records of the Alliance actions, considerations, and decisions and make them available to members of the public in accordance with the Public Records Act for the State of California and the Ralph M. Brown Act. Except in unusual circumstances or as required to protect the Board, the Alliance, or member agencies from pending legal action, meeting of the Board will be open to members of the public wishing to observe. If a visitor to the Board meeting is verbally or physically disruptive to the proceedings, they may be asked to leave.

6.16 RESPONSE OF THE BOARD TO COMMUNITY CONCERNS/OBLIGATION TO REPORT

Upon receipt of a written concern, the Alliance Governance Board, the Chairperson in consultation with one additional Board Member who is assigned to that duty will determine what action to take. The chairperson must report complaints and actions to the Governance Board monthly. Members must exercise adequate control and supervision over matters for which they are individually and collectively responsible, and shall take such measures as are necessary and appropriate in considering the concern of the community.

6.17 ABILITY TO CONDUCT BUSINESS/DEBARMENT OR SUSPENSION

Members of the Alliance Board must be eligible to transact business with federal and local government. At the time of nomination and at least annually thereafter, potential members of the Board must be cleared through the public registry listing persons and businesses that are barred from, or suspended from transacting business with federal, state, or local government.

6.18. CONFLICT OF INTEREST AND RECUSAL POLICY

A. No member of the Alliance shall vote, and may not participate in, any matter which creates a conflict of interest, as defined in this Section. If a voting member has a conflict of interest, that member shall recuse his or herself from the vote and discussion.
B. The Alliance voting membership shall conduct decision-making in accordance with 24 CFR parts 84 or 85 for non-profit organizations and state, local, and government agencies that receive federal funds. The Alliance voting member must also meet the conditions set forth in the Interim Rule, Section 578.95(b).
C. To assure compliance with these regulations, the Alliance established policies to protect against conflicts of interest that may arise among Board members or organizational agents for their personal or organizational benefit in excess of the minimal value (Section 6.19.C).
D. No voting member may participate in or influence discussions or resulting decisions concerning the award of a grant or other financial benefits to that individual or to any organization that the voting member has any financial interest or is otherwise employed or directly affiliated.
E. An Organizational Member conflict of interest arises when, because of activities or relationships with other persons or organizations, the recipient or sub-recipient is unable or potentially unable to render impartial assistance in the provision of any type or amount of assistance under this part, or when an individual's or an entity's objectivity in performing work with respect to any activity assigned under this part is or might be otherwise impaired.
F. An Organizational Member conflict of interest arises when a Board Member is also specifically associated with an applicant organization and participates in any decision of the Board or other entity concerning the award of the grant, or provision of other financial benefits to the organization that such member represents. It would also arise when an employee, recent employee, board member, or family member of a recipient or sub-recipient organization participates in the tasks associated with making reasonable and objective determinations in carrying out the responsibilities of the Board. Examples of conflict of interest include the determination of rent reasonableness under §578.49(b) (2) and §578.51(g); housing quality inspections of property under §578.75(b) that the recipient, sub-recipient, or related entity owns; participation in ongoing business ventures/partnerships, or participation in evaluation determination of awards.

G. Recommendations may include items that present a conflict of interest for the majority of Governance Board members. In such cases, the recommendation comes to the full Alliance membership for ratification. Actions brought for ratification may be rejected / appealed by the full Alliance membership if the Governance Board was not authorized to consider and bring forward a recommendation; if the action is not permitted, or if the action otherwise violates regulations or laws governing the issue under consideration. A call for rejection or appeal of an action brought forward for ratification must include the basis for such action. Refusal to ratify the recommendation must be substantiated and subsequently supported by a two-thirds (66%) vote of the eligible voting members present.

6.19. FINANCIAL CONFLICTS OF INTEREST – GIFTS

A. Prohibits the solicitation and acceptance of gifts by Board members (or by the organizations that they represent) that provide benefit in excess of minimal value from persons, organizations, or corporations with vested interest in the outcomes of decisions made by the Board on behalf of the Alliance or its member agencies.
B. Board members shall not participate in the selection, award, or evaluation of a contract if the conflict of interest exists. A conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ, or employed during the prior six (6) months, has a financial or other interest in the organization under consideration for an award, or evaluation. Board members will not solicit monetary value from funded recipients, sub-recipients, contractors, or vendors.
C. Board Members will not accept gratuities from funded recipients, sub-recipients, contractors, or vendors except for unsolicited gifts of nominal value. It is determined that a conflict of interest does not exist when the value of the gift is an unsolicited item of nominal value (less than $15) and such gifts are not repeated more than twice annually. The Board member must maintain a record of gifts received, including source, date, value, and type of gift.

6.20. RESTRICTIONS ON PROCUREMENT AND PROVISION OF SERVICE

A. Board members may not personally and substantially benefit from participation on the Alliance Board. The Procurement Integrity Act U.S.C. §2104; ("PIA") provides guidance on activities that constitute personal and substantial benefit. Examples of activities that may violate the PIA include but are not limited to:
    - Drafting, reviewing, or approving the specification or statement of work for which the individual intends to apply;
    - Preparing or developing a solicitation that the individual or an organization that the individual has a formal relationship with; evaluating bids or proposals that will be awarded to the individual or an associated entity;
    - Selecting a source; negotiating price or terms and conditions; or
    - Reviewing and approving an award from which the individual or the associated entity will derive any financial benefit.
B. Board members are not to receive preference in the execution of the business of the Alliance or the services provided by the Alliance. For example, the Board member or their family must be

granted services or access to support through the regular, established processes without special consideration.

6.21. OBLIGATION TO DECLARE POTENTIAL CONFLICT OF INTEREST

To avoid apparent conflicts of interest, Board members will declare any real or potential conflicts of interest or the appearance of such conflicts. The person must disclose this information before participating in the deliberation and decision-making or evaluation process. This policy applies to both personal and organizational conflicts.

6.22 TERMINATION POLICY

Any Board Member, Individual Member of the Governance Board or the entire Governance Board may be removed by the vote of two-thirds (66%) of the Alliance voting membership.

6.23 PARLIAMENTARY PROCEDURE

Robert's Rules of Order Abridged-Revised will guide the process during meetings of the Alliance.

6.24 QUORUM

A. A quorum shall consist of 50% plus one of eligible voters for the Alliance membership meetings;
B. No business may be officially transacted without a quorum.

ARTICLE VII. ADVISORY COMMITTEES

7.01. COMMITTEES AND TASK GROUPS

A. Each Committee will have a Chairperson and a Vice-Chairperson or Co-Chairperson elected by Committee members annually.
B. Each Committee will establish regular recurring meetings and publish an annual calendar on the Alliance website.
C. Each Committee will distribute a written agenda to all Committee members prior to each meeting and post written agenda on the Alliance website to each meeting.
D. Each Committee will record meeting minutes of each official committee meeting and publish on the Alliance website.
E. Each Committee may meet at any time during the intervals between Alliance meeting at a location determined by the Committee members, or at the request of the Governance Board. Each Committee Chair will report the results of its meeting to the Alliance at quarterly meetings.
F. Each Committee will mirror the attendance and voting privileges of the full memberships. In order to maintain attendance and voting privileges at the Advisory Committee level, Committee members shall attend two (2) of the most recent four (4) Advisory Committee meetings.
G. The Committee Chair person is responsible for timely notification of meetings, and will have the authority to call Committee meetings, to determine that a quorum is present, and to determine who has met eligibility to majority vote on matters before the Committee, provided that reasonable notice is given to all members of the Committee.
H. Alliance staff, with assistance from Committee Chair, shall be responsible for tracking attendance and maintain compliance with these rules.

I. The Governance Board may, by majority vote of a quorum, create sub-committees necessary for the proper and efficient functioning of the Alliance as long as these committees do not interfere with or duplicate the duties of any existing committee.
J. The Board can establish a Task Group to achieve specific or time-limited objectives.
K. The Governance Board may, by a majority vote of a quorum, abolish a Task Group, or Committee, except for an Advisory Committee, if such committee is established pursuant to this Section, if it is determined to be unnecessary for the proper and efficient functioning of the Alliance.

7.02 STANDING ADVISORY COMMITTEES

The Alliance has established several Standing Advisory Committees that are responsible for ongoing work and providing advice on key issues and community initiatives. These Standing Advisory Committees are needed each year and are established for ongoing, long-term activities. The following Advisory Committees are established as Standing Advisory Committees that incorporate members of the full membership and may only be disbanded by a change to this Charter approved by a direct action of the full Alliance voting membership.

A. Housing and Services Committee
    a. Work with public and private agencies to promote and increase awareness of residential and non-residential programs, services, and existing permanent housing resources that make up the Ventura County Homeless Continuum of Care system;
    b. Promote coordination between organizations who serve the homeless and at-risk homeless populations;
    c. Provide education and advocacy on behalf of the target population to promote the mission of the Alliance;
    d. Provide recommendations on best practices of housing and services and property management for existing and new CoC Permanent Supportive Housing programs.
        1. Veterans “One Team” Case Conferencing Subcommittee
            a. Provide housing prioritization and referral to VA funded housing, transitional housing, emergency shelter, Permanent Supportive housing, and services.
            b. Facilitate to support all services, ensuring a thorough yet expedient discussion with a goal to develop a service plan for all Veterans with a particular focus on those with the most significant barriers to housing.
        2. Youth Case Conferencing Subcommittee
            a. Provide housing prioritization and referral to CoC housing, transitional housing, emergency shelter, Permanent Supportive housing, and services.
            b. Facilitate to support all services, ensuring a thorough yet expedient discussion with a goal to develop a service plan for all Youth with a particular focus on those with the most significant barriers to housing.

B. Data Performance and Evaluation Committee
    a. In collaboration with the HMIS Lead Agency, establish and oversee a process to evaluate performance of CoC Program and Emergency Solutions Grant recipient agencies; and

b. Review applications and make funding recommendations to the Governance Board to promote the most effective and efficient allocation of these grant funds.

C. Homeless Management Information System (HMIS) and Coordinated Entry Steering Committee
   a. The HMIS Lead Agency facilitates the Ventura County HMIS Steering Committee;
   b. The HMIS Lead Agency drafts annual goals and a strategic plan in accordance with the Alliance Strategic Plan, for approval by the HMIS Steering Committee;
   c. The Collaborative Applicant and HMIS MOU details the roles and responsibilities of the HMIS Lead Agency and the CoC Collaborative Applicant;
   d. Membership includes broad representation of the service provider types in the Continuum's HMIS;
   e. All major HMIS initiatives, including HMIS Policies and Procedures, are reviewed and approved by the Steering Committee and then presented to the Governance Board for approval;
   f. Provide information and guidance on issues related to the implementation of the HMIS to the full Alliance membership; and
   g. Regularly monitor HMIS data quality, performance metrics, and operational standards.

D. Public Information and Outreach Committee
   a. Inform full CoC Alliance membership on progress towards meeting strategic goals and outcomes and any initiatives that impact the County's homeless housing providers and service agencies;
   b. Develop public information messages and strategies to raise awareness of issues around homelessness in Ventura County;
   c. Conduct public outreach to raise awareness; and
   d. Facilitate community meetings to present updates on key issues such as the results of the annual Point-in-Time Count, key information regarding annual HUD priorities for ending homelessness, and issues critical to the community, such as shelters and affordable housing needs.

E. Nominations/Selection Committee
   a. Evaluates and recommends changes to improve the Governance Board representation structure and ensure it is operating in an optimum way to meet the mission;
   b. Reviews Board Member nominations, solicitation responses and provides recommendations to the Board;
   c. Reviews the governance Charter and provides recommendations to the Board and Full Membership body; and
   d. Develops strategies and approaches to engage new Alliance members to expand membership of underrepresented sectors in the Region.

F. Youth Action Board Committee
   a. Youth committee comprised of homeless and formerly homeless youth to serve as advisory group with the goal of preventing and ending youth homelessness
   b. Advises Housing and Services Committee of gaps in services for youth.

c. Youth member may be appointed to represent advisory group on CoC Board.

7.03. TASK GROUPS

Periodically, the Alliance needs to complete specific, time-limited tasks in order to comply with regulatory demands or to advance the goals and objectives of the full body. At the request of the Governance Board, selected group of members and community volunteers may be asked to form a temporary Task Group to complete the identified task. These groups perform specific functions associated with completion of the task and are guided by and report to one of the established Alliance groups, which may include the full Alliance, the Governance Board, or a standing Advisory Committee. Task Groups are temporary in nature and are not expected to offer continuous or year-round support to the Alliance.

ARTICLE VIII. INTERAGENCY COUNCIL ON HOMELESSNESS (IACH)

8.01. OVERVIEW

The Ventura Council of Governments (VCOG), in their role as Interagency Council on Homelessness for the County of Ventura, will receive reports from the Board no less than annually. It is anticipated that the IACH will take these reports on the progress to prevent and end homelessness back to their respective jurisdictions for their consideration.

ARTICLE IX. EMPLOYMENT STATUS

9.01. OVERVIEW

By virtue of service on the Governance Board, the full Alliance body, Advisory Committees, Interagency Council, and/or other action groups are not deemed employees of the Alliance nor its Infrastructure Organization(s) and are not entitled to benefits or compensation from member agencies as a result of their service to the Alliance.

ARTICLE X. INFRASTRUCTURE ORGANIZATION(S)

10.01. OVERVIEW

In order to realize collective impact and provide centralized infrastructure with dedicated staff and a structured process that leads to a common agenda, shared measurement, continuous communication, and mutually reinforcing activities among all participants, the Alliance will utilize an Infrastructure Organization(s) to assume operational responsibilities for the Alliance and beyond.

10.02. SELECTION PROCESS

A. A Selection Committee, comprised of members of the Alliance and Board Members, will use a solicitation process to identify and evaluate candidates;
B. Submissions may include proposals from the Full Membership Body;
C. A single organization assuming all responsibilities is preferred but not required;
D. Legal structure of the Infrastructure Organization is not being identified or recommended; rather the formal selection process will be open;
E. The Selection Committee will submit recommendations to the Governance Board.

F. The Board can accept one of the recommendations or reject all of the recommendations and instruct the Selection Committee to continue to search. Final selection and approval rests with the Governance Board;
G. If suitable candidates are not identified through the solicitation process, the Selection Committee may recommend the full Alliance membership or Governance Board create its own entity;
H. The Governance Board will complete a formal performance evaluation of the Infrastructure Organization(s) every year.

10.03. INFRASTRUCTURE ORGANIZATION(S) RESPONSIBILITIES

A. Serve as HUD Collaborative Applicant;
B. Submit HUD CoC Program applications;
C. Submit other funding applications;
D. Contract or hire staff;
E. Conduct funded project monitoring and performance evaluation;
F. Report progress to full Alliance membership and Governance Board;
G. Support Governance Board and Advisory Committees;
H. Implement initiatives as directed by the Governance Board to enhance Alliance performance;
I. With Advisory Committees, monitor best practice homeless initiatives and make recommendations;
J. Expand and maintain Alliance membership through proactive engagement of key stakeholders, outreach to and coordinate with other community groups, new member orientation, creation of outreach materials including but not limited to interactive website, social media campaigns, and community education;
K. Serve as Fiscal Agent for infrastructure financial support;
L. Serve as, or contract with HMIS Lead;
M. Plan and conduct Point-in-Time Count;
N. Operate HMIS System and/or ensure compliance;
O. Monitor data quality;
P. Data Reports (Housing Inventory Chart, Annual Homeless Assessment Report, other publications, and performance reports);
Q. Follow HMIS Policies and Procedures; and
R. Serve as the Point of Contact for the community.

10.04. DESIGNATING HMIS LEAD

The HMIS administering agency and/or the applicant/sponsor of an Alliance dedicated HMIS project grant is an agent of the Alliance, manages HMIS operations on behalf of the Ventura County Region and provides HMIS administration functions at the direction of the Alliance. Active participation by Alliance members, either through committee/sub-committee structure or other meetings, in the management of the HMIS process, including establishing policies, procedures and protocols for privacy, data sharing protocols, data analysis, reporting, data integrity/validity, is essential to the viability and success of the HMIS.

The Alliance has endorsed the concept of a central HMIS system that is capable of integrating and storing data. An integrated data system is a requirement of HUD CoC and ESG Program funding. Policies for compliance with the applicable HUD regulations will be developed and reviewed at least bi-annually by the Alliance and HMIS Lead.

10.05. DESIGNATING COLLABORATIVE APPLICANT

The Alliance will designate an eligible legal entity to complete the HUD CoC Program application, referred to as the Collaborative Applicant. The Collaborative Applicant is responsible for collecting and combining the required application information from all applicants and projects and submitting this combined HUD CoC Program application on behalf of the Alliance. The Collaborative Applicant is the only applicant that is able to apply for HUD planning funds to support the Alliance in carrying out all of its responsibilities. The Collaborative Applicant provides these functions on behalf of the broader Alliance. The Alliance Board always retains responsibility, including the final approval of the application.

10.06. DESIGNATED POINT OF CONTACT

The Governance Board annually reviews and recommends a designated HUD Point of Contact (POC) to the Alliance using a similar process. Designation of the POC also takes into consideration two critical aspects: 1) the POC must have functional knowledge, access, and regular communication with the internal structures of the Collaborative Applicant organization; 2) to be effective, the POC must possess a comprehensive understanding of the HUD regulations and detailed procedures associated with compliance with the CoC, ESG, and VASH programs.

10.07. TERMINATION POLICY

The Governance Board will conduct and document an annual review of the Infrastructure Organization(s). The review shall include an assessment of the organization's capacity to fulfill HUD mandated functions and fiscal accountability. If the review is unsatisfactory, the organization will provide the Board a written corrective action plan within 30 days. The Governance Board will conduct a subsequent review 90 days following the original unsatisfactory annual review to determine if the corrective action plan is being followed and that performance is improving. If the Governance Board determines the Infrastructure Organization's performance continues to be unsatisfactory, the Governance Board may remove the underperforming Infrastructure Organization by a two-thirds (66%) vote.

ARTICLE XI. RELATIONSHIPS WITH OTHER HUD-FUNDED CONSTITUENCIES

11.01. EMERGENCY SOLUTIONS GRANT (ESG) ENTITLEMENT AREAS

Emergency Solutions Grants (ESG) are awarded to the Ventura County ESG entitlement areas "ESG Area" by the U.S. Department of Housing and Urban Development (HUD) for the purpose of providing Essential Services and Shelter Operations to persons who are homeless or at risk of being homeless in the ESG entitlement Areas. The ESG Area makes these funds available to local service providers, as well as itself, via a Request for Proposals (RFP) process upon notification from HUD of the amount of ESG funds allocated to the ESG Area for the program year. The public notification of the RFP is placed in local newspaper, on the ESG Area websites and electronically distributed by the Continuum of Care homeless

service providers. The ESG Area may reserve up to 7.5 percent of the HUD award to administer the program.

The Alliance directly participates with jurisdictions that are directly funded by HUD ESG, with the California State Department of Housing and Community Development for the areas in the Region that are eligible for State ESG funds, and with non-entitled areas that prepare Consolidated Plans. In each case, the Alliance consults with the jurisdiction to develop cooperative plans and strategies that leverage ESG and other resources to provide Emergency Shelter, Prevention, and Rapid Re-Housing (RRH) services.

The Alliance assists the ESG Area in coordinating the prioritization and use of funds. This coordination includes each ESG Area covered by the State of California and the ESG Areas in the Region. The Alliance, as the CoC entity, is responsible for assisting with the evaluation of ESG project performance.

In cooperation with Alliance, the ESG Area determines, based on the amount of funding received and the need of the client, the level of assistance and the duration of assistance that a household can receive.

The Alliance participates in setting local priorities, reviewing and rating proposals, certifying need, and annual review of ESG programs.

The general goal of ESG is to assist families and individuals out of homelessness by providing financial support for rental assistance, payment of utilities, transportation services and other essential services deemed eligible by HUD and necessary for the continued housing of a homeless or at risk of becoming homeless persons, and/or families. ESG can be used to fund local homeless emergency shelter operations or physical rehabilitation of certain properties used for serving homeless persons.

To this end, the ESG Areas and the Alliance have established the following cross-jurisdictional strategies for use of the ESG funds in ways that:

A. Further the accomplishment of actions identified in the Consolidated Plan of each jurisdiction.
B. Foster greater access to permanent housing, especially helping people access housing that is affordable at 30% Area Median Income.
C. Leverage existing resources to achieve the match and case management requirements and to avoid duplication of services.
D. Coordinate across jurisdictions for development of standardized eligibility and assessment standards and by convening semiannual regional planning meetings.
E. Support federal and local goals for priority populations, including but not limited to veterans, persons with disabilities, families and others.
F. Allow for variations in ESG entitlement programs that respond to the needs of resources of the individual jurisdictions.
G. Comply with eligibility and verification requirements and locally established standards (HMIS, housing status, habitability standards, homeless, definitions, etc.).
H. Allows each program to take responsibility for program administration including compliance with public notice requirements and timely reporting.
I. Encourages all sub recipients to participate in collaborative assessment, coordinated entry, data management, and reporting systems established by the Alliance in accordance with HEARTH regulations.
J. Supports timely and accurate data collection and reporting through contractual obligations with sub recipients and through establishing common standards for vendor relationships with the HMIS Lead.

The Alliance plan for ESG assistance recognizes the three (3) ESG Areas contained in the Ventura County Region (Ventura County, City of Oxnard and the areas eligible for State of California ESG funds). The Alliance works to avoid a duplication of services to ensure sub recipients do not receive multiple grants for the same services in a single service area. Sub recipients serving multiple areas may receive ESG support from the corresponding ESG Area to serve eligible clients from that service area.

ESG sub recipients are responsible for assuring the provision of matching resources. The Alliance encourages sub recipients to leverage additional resources for effective operation of ESG programs. The Alliance consults with ESG Areas and sub recipients to coordinate plans for effective use of funds. HUD CoC Program-funded organizations are required to report the sources of match and leverage funds annually. These resources are verified through an annual review of agency Independent Audit as conducted in accord with HUD regulations.

11.02. ESG PROJECT RECIPIENTS AND SUBRECIPIENTS

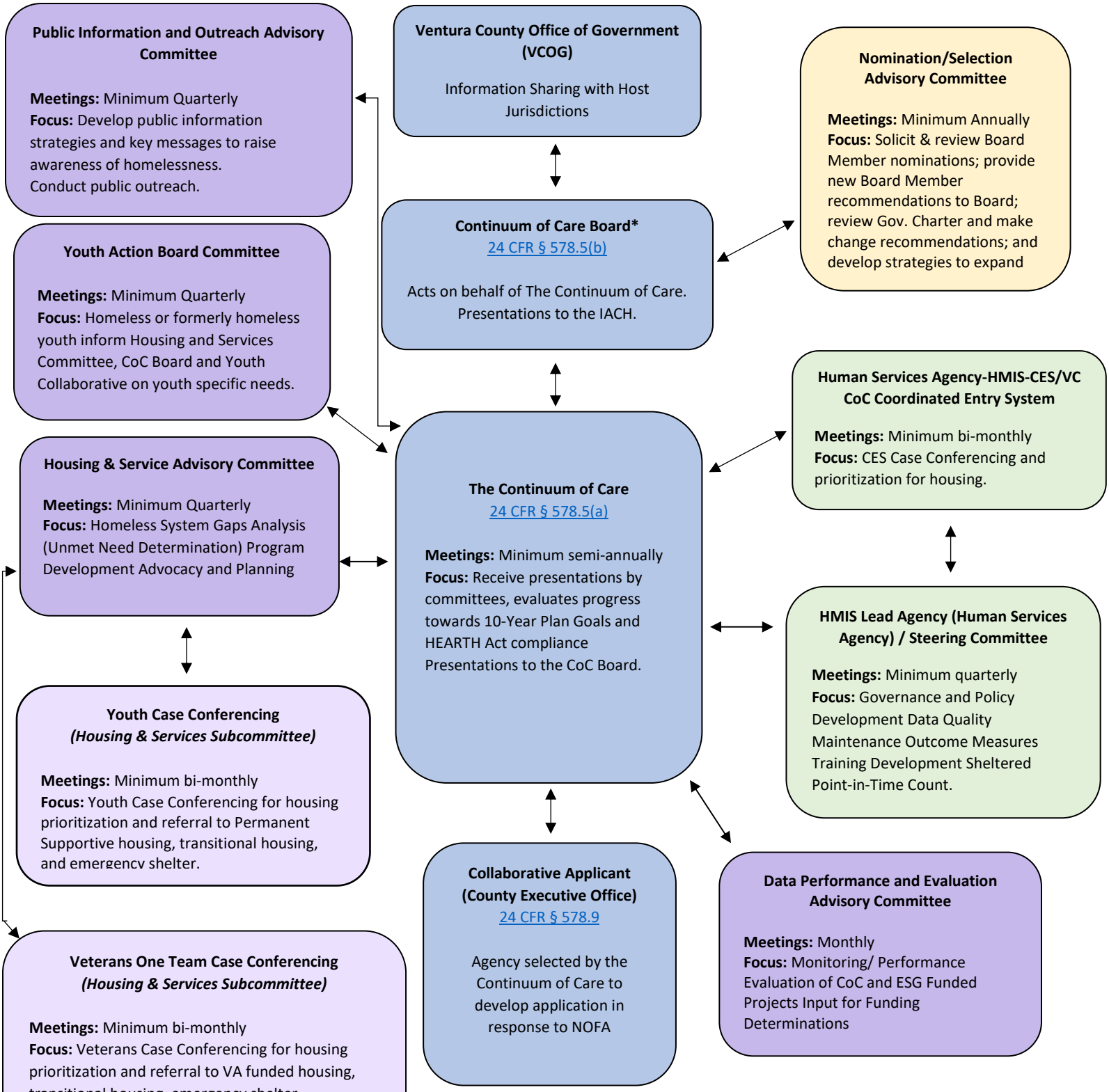
ESG project recipients may include non-profit organizations, public housing agencies, or governmental entities that receive HUD CoC program funding. Recipients have a grant agreement with and receive funding directly from HUD; sub recipients have agreements with and receive funding from recipients.

ESG recipient and sub recipient organizations must certify to the following eleven (11) program assurances concerning:

A. Confidentiality;
B. Consistently with the applicable consolidated Plan;
C. Discharge policies and protocols;
D. Education assurances for households with children;
E. Essential services;
F. HMIS participation;
G. Inclusion of homeless persons in decision-making and Section 3 actives as practicable;
H. Restrictive covenants for facilities receiving ESG funds for renovation or major rehabilitation;
I. Matching funds;
J. Safe and sanitary facilities; and
K. Supportive services.

ESG recipient organizations must meet additional requirements established annually by contractual agreement with the ESG Area for participation in Alliance review and reporting requirements for project evaluation.

EXHIBIT A – VENTURA COUNTY COC ALLIANCE GOVERNANCE STRUCTURE



* To avoid any real or perceived conflicts of interest, membership on the COC Board consists of persons representing organizations that DO NOT currently receive or intend to apply for funding through the COC, ESG or EHAP, unless representatives from the subpopulations served by these organizations cannot be recruited as board members.

EXHIBIT B – CoC ALLIANCE SEPARATION OF DUTIES MATRIX

xx indicates lead for task

	Tasks	The Alliance	Gov. Board	Data Performance and Evaluation	Housing and Service System Coordination	Public Information Outreach	Youth Action Board Committee	HMIS Steering Committee	CoC Collaborative Applicant
1	Conduct sheltered count							x	xx
2	Conduct unsheltered count	x						x	xx
3	Complete Housing Inventory Chart							x	xx
4	Complete Point-in-Time Chart							x	xx
5	Planning/Implementing/evaluating Housing First	x			xx				
6	Planning/Implementing/evaluating Rapid Re-housing	x			xx				
7	Planning/Implementing/evaluating Coord. Assessment System			x	xx			x	x
8	Planning/Implementing/evaluating street outreach plan	x			xx				
9	Planning/Implementing/evaluating homeless prevention plan	x			xx				
10	Ensure goals of Operating Doors are incorporated in CoC goals:	x				xx			
	Preventing and ending family homelessness	x				xx			
	Preventing and ending chronic homelessness	x				xx			
	Preventing and ending youth homelessness	x				xx	x		
	Preventing and ending veteran homelessness	x				xx			
	Preventing and ending all homelessness	x				xx			
11	Ensure that CoC's goals are in Consolidated Plan(s), Housing Elements, Hsg Authority Action Plans, & other planning docs	x				xx			
12	Ensure that Public Housing Authorities are involved in CoC goals				xx	x			
13	Ensure increase PH and PSH housing stability			xx					
14	Ensure increase income from employment			xx					
15	Ensure income from other cash resources			xx					
16	Ensure increase non-cash mainstream resources			xx					
17	Reduce length of time homeless			x			x	x	
18	Prevent recidivism			x			x	x	
19	Monitor performance of HUD CoC funded renewals			xx				x	x
20	Assist underperforming HUD CoC funded renewals			x					xx
21	Reallocate and renew HUD CoC funded projects	x	xx	x					x
22	Coordinate local Request for Proposals	x	x						xx
23	Coordinate project review, ranking, present to CoC Board		x	xx					x
24	Consult with Emergency Solutions Grant recipients concerning allocation of funds & performance evaluation			x		xx		x	
25	Complete Grant Inventory Worksheet								xx
26	Ensures coordination with other Federal, State, County, local, and private resources		xx	x		x			
27	Identify other sources of funding for supportive services to reduce CoC program funds to pay for such costs	x			xx	x			
28	Ensure equal opportunity and affirmatively further fair housing		xx			x	x		x
29	Ensure educational assurances for hmls children				xx				
30	Coordinating services and safe housing for victims of DV				xx				
31	Implementation of Affordable Care Act				x	xx			
32	Review written complaints		xx						x
33	Adopt and evaluate Governance Charter annually	xx	x						x
34	Recruit CoC Members	xx	x						

Descriptions:

The Alliance: (quarterly) To be collaborative of City staff, other public agency staff, private non-profit organizations, and other community organizations who are committed to preventing and ending homelessness in the County of Ventura; to implement a community-based collaborative and coordinated system utilizing best practices to assist persons experiencing homelessness and those of at risk of homelessness to obtain housing, mainstream resources, and supportive services necessary to achieve self-sufficiency; to ensure funding resources are maintained; leverage additional funds; and assure fair distribution of resources throughout Ventura County based on areas of greatest need.

CoC Board: (monthly) Makes decisions on behalf of The Alliance.

HMIS Steering Committee: (quarterly) Develop and monitor the HMIS Charter, which includes a process for decision making around the HMIS and establishes roles and responsibilities of the CoC Collaborative Applicant and the HMIS Lead Agency. Provide information and guidance on issues related to the implementation of the HMIS. Regularly monitor data quality, performance metrics, and operational standards.

Data Performance and Evaluation Committee: (quarterly) Establish and oversee a process to evaluate performance of CoC Program and Emergency Solutions Grant funded agencies. Review applications and male funding determinations to promote the most effective and efficient allocation of these grant funds.

Data Performance and Evaluation Committee: (quarterly) Establish and oversee a process to evaluate performance of CoC Program and Emergency Solutions Grant funded agencies. Review applications and male funding determinations to promote the most effective and efficient allocation of these grant funds.

Housing and Service System Coordination: (quarterly) Conduct Homeless System Gaps Analysis (Unmet Need), System Evaluation and Redesign, Program Development, Research of Systems Development and Best Practices, Advocacy and Planning

Public Information and Outreach: (quarterly) Inform members of The Alliance on progress towards meeting strategic goals and any initiatives that impact the County's homeless housing providers and service agencies. Develop public information messages and strategies to raise awareness of issues around homelessness in the County.

CoC Collaborative Applicant: The agency selected by The Alliance to develop and submit an application in response to HUD's CoC NOFA.

EXHIBIT C – CoC INFRASTRUCTURE ORGANIZATION

Continuum of Care Lead Agency/Collaborative Applicant

The CoC Lead Agency is the County Executive Office and designated as the primary applicant for State and Federal funds made available to Continuums of Care; The CoC Lead Agency serves as staff to the Continuum of Care Board, Alliance and Standing Advisory Committees and assists with overseeing the full responsibilities of the Continuum including operating the Continuum of services including the coordinated entry system and coordinated entry system access point focusing on subpopulations that benefit from a tailored approach, such as the Veterans One Team Case Conferencing and Youth Case Conferencing.

HMIS Lead Agency

The HMIS Lead Agency is the County of Ventura Human Services Agency responsible for managing the HMIS system consistent with HUD requirements. The HMIS lead in partnership with the CoC is responsible for reviewing, revising, and approving a privacy plan, security plan and data quality plan for the HMIS and ensuring consistent participation of recipients and subrecipients in the HMIS. The Human Services Agency has also been designated by the VC CoC as a lead on the Coordinated Entry System (CES) with the integration of CES in HMIS.

EXHIBIT D – CoC ALLIANCE MEMBERSHIP

Ventura County Continuum of Care Alliance Membership	
Organization/Individual	**Sector**
A Community of Friends	Affordable/ Supportive Housing Developer
Aegis Treatment Centers	Substance use treatment
American Medical Response (AMR)	Emergency services
Area Agency on Aging	Senior
Area Housing Authority of Ventura County	Affordable Housing
Brian Padrick	Advocate
Buddy Nation	Pet Services
Cabrillo Economic Development Corp	Affordable/Supportive Housing Developer
Cal Lutheran	University
California Rural Legal Assistance (CRLA)	Legal
California State University Channal Islands	University
Carolyn Briggs	Advocate
Casa Pacifica	Youth Transitional Housing
Catholic Charities	Social Services
City of Camarillo	Local Govt
Child Development Resources	Social Services/ Childcare Resources
City of Fillmore	Local Govt
City of Moorpark	Local Govt
City of Ojai	Local Govt
City of Oxnard	Local Govt
City of Oxnard--Housing Dept	Affordable/Supportive Housing Developer
City of Port Hueneme	Local Govt
City of Santa Paula	Local Govt
City of Santa Paula - Housing Authority	Rental Housing Programs
City of Simi Valley	Local Govt
City of Thousand Oaks	Local Govt
City of Ventura	Local Govt
City of Ventura – City Proactive Outreach Program	Public safety/social services
Coalition for Family Harmony	Victim Services Provider
Community Action of Ventura County	Homeless Services
Community Memorial Hospital	Hospital
County of Ventura Healthcare Agency, Behavioral Health Adult Clinics	Medical Services
County of Ventura Healthcare Agency, Behavioral Health PATH/R.I.S.E.	Behavioral Services

County of Ventura Healthcare Agency, One stop/Whole Person Care/Hospital Case Management	Homeless Health Services
County of Ventura Homeless Liaison Unit	Social Services
County of Ventura Human Services Agency	Social Services
County of Ventura Human Services Agency, Area Agency on Aging	Senior Services
County of Ventura Human Services Agency, Homeless Services	Homeless Services
County of Ventura Human Services Agency,VCHMIS	Homeless Information System
County of Ventura Human Services Agency, RAIN Bridge Housing Program	Homeless Services
County of Ventura Human Public Defender's Office	Legal Services
CSUCI	University
David Courtland	Advocate
Diversity Collective	LGBTQI+
Downtown Ventura Partners	Business
Dyer Sheehan Group	Real Estate Consulting
First 5 Ventura County	Youth
Federal Emergency Management Agency	Federal Agency
Gold Coast Health Plan	Healthcare
Gold Coast Veterans Foundation	Veteran
Goodwill Industries of Vta and SB Counties	Employment Services
Harbor House	Homeless Services
Help of Ojai	Social Services
Hospital Association of Southern California	Healthcare
House Farm Workers	Advocates
Housing Authority of the City of San Buenaventura	Affordable/Supportive Housing Developer
Housing Trust Fund Ventura County	Affordable Housing Development
Independent Living Resource Center	Disability services
Interface Children & Family Services	youth, social services, re-entry, DV
Jess Weihe	Community member
Jewish Family Services	Social Services
Khepera House	Substance Use
Kingdom Center, Gabriel's House	Emergency shelter/transitional living
Lutheran Social Services	Support Services
Many Mansions	Affordable/Supportive Housing Developer
Mercy House	Homeless Services
MESA Farm	Youth Transitional Housing
National Health Foundation	Healthcare
Ojai Valley Family Shelter	Homeless shelter
One Step a la Vez	Youth, social services

Oxnard College	Education
Oxnard Housing Authority	Affordable/Supportive Housing Developer
Oxnard Library	Public facility
Pacific Clinics--TAY Tunnel	Behavioral Health/TAY
Pam Marshall	Advocate
Partnership for Safe Families	Family
Peggy Rivera	Advocate
People's Self Help Housing	Affordable/Supportive Housing Developer
Project Understanding	Social Services
Public Defender	Legal
River Community Church	Homeless Services
Rescue Mission	Homeless Services
Salvation Army	Homeless Services
Salvation Army Supportive Services for Veteran Families Vta/SBA county	Veteran Homeless Services
Samaritan Centers	Homeless Services
Santa Paula Housing Authority	Affordable/Supportive Housing Developer
Sarah's House Maternity Home	Homeless Services
SCAN Health plan	Healthcare
Simi Valley Adventist	Healthcare
Shelter Care Resources	Homeless Services
SPIRIT of Santa Paula	Homeless Services
Step Up Ventura	Homeless children
The City Center	Homeless Services
Tenderlife Maternity Home	Homeless Services
The Kingdom Center/Gabriel's House	Homeless Services/Emergency Shelter
The Nature Conservancy	Environmental advocacy
The Partnership for Safe Families	Persons with Lived Experience Advisory Group
The Ventura County Rescue Mission	Emergency shelter
Turning Point Foundation	Homeless Services/ Behavioral Health
United Way of Ventura County	Funder
U.S. VETS	Veterans
Urban Initiatives	Housing Non-Profit
VC Housing Trust Fund	Funder
Ventura Chamber of Commerce	Business
Ventura College	Education
Ventura County Behavioral Health	Behavioral Health/Substance Use
Ventura County Community College District	Education
Ventura County Community Foundation	Housing Non-Profit
Ventura County Healthcare Agency	Healthcare

Ventura County Library	Public facility
Ventura County Military Collaborative	Veterans
Ventura County Office of Education	Education
Ventura County Public Health	Healthcare
Ventura County Public Defender	Criminal justice
Ventura Social Services Task Force	Advocates
Veteran Affairs-HUD VASH	Housing and Homeless Services
Wakeland Housing & Development	Affordable/Supportive Housing Developer
Waypoint Station LLC	Advocate
Workforce Development Ventura County	Employment
Ventura County Sherriff's Department	Law Enforcement/ Homeless Liaison Unit
Ventura County Probation	Public Safety
Ventura County Medical Center	Hospital
St. Johns/Dignity Health	Hospital
City of Ventura Police Dept	Law Enforcement
City of Oxnard Police Dept	Law Enforcement
City of Simi Valley Police Dept	Law Enforcement
City of Port Hueneme Police Dept	Law Enforcement
City of Santa Paula Police Dept	Law Enforcement
Forever Found	Human Trafficking prevention
VC District Attorney's Office	Law Enforcement
Family Justice Center	Victim Services

Direction on the Future of the Commission on Homelessness

City Council

April 7, 2026

Samantha Shapiro, Project Manager

CITY OF OXNARD CALIFORNIA

Background

- In February 2026, staff brought forward a recommendation to the Community Services, Public Safety, Housing & Development Committee to Dissolve the Commission on Homelessness while maintaining active involvement with the Ventura County Continuum of Care (VC CoC) for the following reasons:
  - City must participate in the VC CoC to be eligible for federal and state funding
  - VC CoC provides meaningful engagement opportunities for community members on homeless issues affecting Oxnard
  - City does not have staff resources to actively participate in the CoC, be the boots on the ground for homeless programming, **and** manage the Commission on Homelessness in a meaningful way for volunteers or the community.
- Committee voted to refer the item to Council with the following options:
  1. Dissolve the Commission on Homelessness
  2. Keep the Commission on Homelessness
  3. Develop a Homelessness Collaborative

Ventura County Continuum of Care Alliance (VC CoC)

VENTURA COUNTY CONTINUUM OF CARE ALLIANCE | ENDING HOMELESSNESS IN VENTURA COUNTY

VC CoC is the regional approach to addressing homelessness with three main opportunities to get involved:

1. VC CoC Alliance
2. VC CoC Governing Board
3. VC CoC SubCommittees

VC CoC Alliance	VC CoC Governing Board	VC CoC SubCommittees
• Meetings held quarterly and open to the public • Community members interested in furthering the mission can apply • Members can contribute to Alliance meetings, apply for a Board seat, and participate in SubCommittees • Currently over 100 organization/individual members of the Alliance	• Meets monthly and is open to the public • Acts on behalf of the Alliance to set regional goals and priorities, and make funding decisions • Must represent an array of membership sectors • Housing Director Brenda Lopez and Mayor Pro Tem Teran are Board members	• Focused on ongoing, long-term activities with regular meetings open to the public • Members of the Alliance can contribute to SubCommittees • There are currently 6 SubCommittees

City Council's Investment in Homelessness Solutions

Since 2021, Council has continued to invest in homelessness services:

- **Homelessness Services Division, Housing Department:** provide direct service in the field to clients experiencing homelessness, oversee various programs, actively participate in the VC CoC, and manage contracts with service providers. As of March 2026, there are two funded positions; one position is vacant.
- **Homeless Liaison Officer (HLO) Unit:** Acts as a liaison between agencies and service providers, focusing on responding to calls for service, addressing concerns, and supporting the Backpack Medicine program. There are six staff members assigned to the HLO Unit.
- **Casa de Carmen and Oxnard Navigation Center:** 55 permanent supportive housing units, 110-bed emergency shelter, and full service navigation center that opened in November 2025. The City contracts with Mercy House for year-round services.
- **Ongoing Supportive Services:** Through City contracts, partners and service providers administer shelter programs, street outreach, encampment response, one stop, and rapid re-housing assistance.

City Council's Investment in Homeless Solutions

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As a result of Council's investment in addressing homelessness, the City has various staff members dedicated to serving the homeless populations in Oxnard through:

- Direct involvement with homeless services programs and active participation in the VC CoC Board, Alliance, and SubCommittees
- Connecting individuals to services, working with partner agencies to administer contracts and provide direct, ongoing supportive services to the community
- Researching and developing programs to best serve our homeless population
- Direct interactions with persons experiencing homelessness and residents and businesses oftentimes negatively impacted by homelessness
- Attendance at neighborhood council meetings, community events, and community meetings where topics of homelessness are discussed

These efforts are not directed by the COH and will continue regardless of the status of the COH. Staff capacity at its current funded levels cannot support all of these efforts AND manage the COH in a meaningful way.

Direction on the Future of the Commission on Homelessness

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On February 2024, the Committee voted 3–0 to refer this item to the full Council for a vote based on the following options:

1. Dissolve the Commission on Homelessness
    a. Would disband the COH as a CAG
    b. Would require an amendment to the City Code
    c. Staff's recommended option because**:**
        i. staff capacity cannot accommodate supporting the COH in a meaningful way,
        ii. there are a number of other volunteer, engagement, and advocacy opportunities available at the VC CoC and with nonprofit organizations,
        iii. the City must comply with federal and state policies (not local policies) to be eligible for state and federal funding, and
        iv. the City must participate in the VC CoC to be eligible for state and local funding.

Direction on the Future of the Commission on Homelessness

2. Keep the Commission on Homelessness

   a. COH is a Brown Act body consisting of 7 appointed members
      i. Meetings require agendas and various administrative compliance
      ii. Meetings open to the public, but community input is limited to public comments within the subject matter jurisdiction
         1. If Council decides to keep the COH, staff recommends **meeting on a quarterly basis**. This would not require approval by Council.
   b. To be eligible to serve, one must be 18 years old and a resident of Oxnard
      i. If Council decides to keep the COH, staff recommends considering a membership criteria to ensure members have some level of expertise in the area of homelessness.
         1. Membership criteria could include representation from the business community, education sector, service providers, housing/developers, lived experience, and public safety.
         2. A change to the membership criteria would require an amendment to the City Code.

Direction on the Future of the Commission on Homelessness

3. Develop a Homelessness Collaborative

   a. Committee's comments about an "Ad Hoc Committee" or "Mayor's Committee" would be considered a standing committee under the Brown Act, making a ***new*** Brown Act Board.
   b. Because of Brown Act provisions, staff recommends a less formal approach:
      i. Not have it be a formal action of the City Council
      ii. Not have a fixed meeting schedule
      iii. Ensure no more than 3 elected officials are in attendance
      iv. Not have set membership
      v. Not be advisory to Council (though information can be brought back to Council during Councilmember Comments)
   c. Should Council support the Mayor in creating the informal Homelessness Collaborative, there is no formal action required to establish the group
      i. However, formal action to amend the City Code would be required to dissolve the Commission on Homelessness.

Recommendation

That the City Council:

1. Consider the future direction for the Commission on Homelessness, including (but not limited to) the following options:

    a. Dissolve the Commission on Homelessness, or
    b. Keep the Commission on Homelessness, or
    c. Support the Mayor in holding informal discussion directly with residents, community members, or other stakeholders on homeless issues (Homelessness Collaborative)

2. Take formal action regarding the future of the Commission on Homelessness, including (if applicable) providing direction to staff to bring back for City Council consideration any resolutions or ordinances necessary to implement the City Council's decision regarding the Commission on Homelessness.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.3

DATE: April 7, 2026

TO: City Council

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

SUBJECT: 2026 Update on the City's Municipal Carnegie Art Museum.

RECOMMENDATION

That the City Council receive and file the 2026 Update on the Carnegie.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 10, 2026.)

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/i1Yrr9zdxus

BACKGROUND

The Carnegie building was constructed in 1906 and served as Oxnard's first public library. Over the decades, the building has served numerous roles within the community, including as City Hall offices and later as a Cultural Arts Center in 1980. It was designated as a municipal art museum in 1985.

Some records show that in 2002, in an effort to enhance the museum, the Carnegie Art Museum Cornerstones received its 501(c)(3) designation, and beginning in 2010 the Cornerstones entered into a contract with the City of Oxnard to manage and operate the Carnegie Art Museum with what appears to be anticipated continual 100% municipal financial support.

The museum was closed in July 2019 due to the City's budget deficit. The museum has remained closed. As part of the City Council's 2021-2025 five-year priorities, which were adopted on March 16, 2021, the Council identified the goal of working toward reopening the Carnegie Art Museum.

Meanwhile, to consider what reopening the museum would require, the City Manager's office undertook a review of the museum's performance and financials, as well as a review of the Carnegie Art Collection and the storage conditions.

In September 2023, staff brought a "concept" for future use of the Carnegie Building as a "Carnegie Arts Center" instead of as a municipal museum, to the Community Services, Public Safety, Housing & Development Committee: https://oxnardca.portal.civicclerk.com/event/4875/media

After the public discussion, the Committee directed staff to consider options further. It's important to debunk a recent urban myth. After that Committee meeting, some advocates for keeping the Museum as an Art Museum publicly stated that:

"Despite our intervention, the city has proceeded to hire a consultant to review the collection for value, to see what can be sold off, and to recommend a process for doing so. This must be stopped!"

This is simply false. There was never, and there is not, a plan or desire to "sell the artwork". Reviewing the collection was a crucial step in order to understand what the City is responsible for. If not for the review we would not be aware of the

following issues outlined below.

DISCUSSION

During this review process, it was identified that the art collection included Native American cultural items and ancestral remains as well as potentially indigenous human remains. As part of this realization, the city became aware that the Carnegie Art Museum was not in compliance with either the federal Native American Graves Protection and Repatriation Act (NAGPRA) or the California Native American Graves Protection and Repatriation Act (CalNAGPRA), which govern the treatment, consultation, and repatriation of such materials.

NAGPRA became United States law in 1990; CalNAGPRA became state law in 2001. Both require institutions such as museums and universities that "acquired" Native American belongings to ultimately return them to their rightful owners under a set of procedures outlined in the laws. We cannot locate a single record of the Carnegie Art Museum initiating this process. This makes the City of Oxnard woefully out of compliance with these requirements, and now responsible for making it right.

In April 2025, the City retained Cogstone Resource Management to assist in identifying the cultural affiliation of materials that may be subject to NAGPRA and CalNAGPRA, and to guide the City through the required compliance and repatriation process. Cogstone conducted multiple site visits to review the City's inventory. The City received Cogstone's report on Nov. 26, 2025 (attached), which identified human remains, funerary objects, sacred objects, and items that may constitute objects of cultural patrimony that must be repatriated to the appropriate affiliated tribal groups in accordance with state and federal law. **NAGPRA and CalNAGPRA recommend closure of sites impacted until the processes required under the Acts have been completed, and further recommend the holdings are not moved.**

<u>NAGPRA Regulatory framework</u>

The goal of both Acts is to ensure the respectful treatment of Native ancestors and their belongings and to return the belongings to their communities. NAGPRA requires consultation with federally recognized Tribes, while CalNAGPRA expands this to include Tribes regardless of federal recognition status.

These Acts apply to certain items in the Carnegie Museum's collection, including: human remains, funerary objects, sacred objects, and items that may be considered objects of cultural patrimony. These are the items staff are now working to repatriate. The Acts set the process for repatriation, which means respectfully returning the items to the appropriate Tribal communities through consultation.

Basic process:

- Museums and agencies identify artifacts and create an inventory of the artifacts impacted by the Acts.
- The City notifies the Tribes and provides the inventory for discussion and consultation.
- Tribes and descendants make claims for the items.
- A consultation process between the City and the Tribe making the claim is undertaken. This may include various remediation and handling requirements.
- The process involves extensive communication to resolve claims, typically leading to the closure of exhibits or halls for re-evaluation.

The two Acts are complex and *require* specialized archaeological knowledge in order to comply, which is why the City hired Cogstone to review and inventory the Carnegie Art Museum's holdings, including any human remains, funerary objects, sacred objects, or items of cultural importance.

Cogstone specializes in paleontology, archaeology, and history, and has strong expertise in the laws that govern NAGPRA and CalNAGPRA. Over the past 20 years, they have completed more than 1,600 projects involving paleontological, archaeological, and historic resources.

Cogstone visited the Carnegie Art Museum on June 9, 2025, and October 14, 2025 and developed the required inventory of the Carnegie Art Museum's artifacts. Cogstone provided its report to the City with the inventory of artifacts that may

fall under NAGPRA or CalNAGPRA and may require Tribal consultation. The inventory was organized into four priority tiers.

High Priority (Confirmed NAGPRA/CalNAGPRA Items):*sensitive/require immediate action*
Primarily human remains (e.g., teeth, skeletal fragments, partial skulls) from California sites, affiliated with Chumash. Total items: 5 accessions, including 15 teeth, 67 bone fragments, and associated artifacts like pottery sherds and lithics (stone).

High-Moderate Priority (California Items):*Chumash affiliated or undetermined tribal link, recommend offering to nearest Tribe*
Over 50 items, mostly prehistoric ground stones (e.g., pestles, manos, bowls), lithics (e.g., points, knives), tools, and fossils from California sites.

Moderate Priority:
Alaskan items (e.g., tools, artifacts); Hawaiian items (e.g., cultural objects); and other U.S. items (excluding Alaska/Hawaii), prioritized due to less historical displacement of descendant communities.

Low Priority: *Non-U.S. and unknown-origin items, not covered by NAGPRA*

Given the ancestral territory covered by the archeological collections, Cogstone recommends per the NAGPRA regulations that consultation begin with the Federally recognized Santa Ynez Band of Chumash Indians (Chumash).

Of note, additional human remains identified from Guanajuato, Mexico do not fall under the NAGPRA or CalNAGPRA regulatory framework. However, staff strongly recommends that Oxnard also repatriates these artifacts in accordance with the higher priority principles.

In January 2026 City staff contacted CalNAGPRA to register the process and request the full California Tribal consultation list. Staff also contacted the federally recognized Santa Ynez Chumash Indian Tribe to begin the consultation process. In February 2026 Staff contacted the non-federally recognized regional Tribes to inform them of the impending process. Also, in February 2026 the City provided the required summary documents to NAGPRA.

Staff have also engaged with the UC Santa Barbara Repatriation Team, whose experienced and culturally adept experts have spent years overseeing the NAGPRA process for the university's collection. This team echoed the regulations and contextualized the suggestions for next steps:

1. Given this regulation, the consultation and repatriation process is a Tribal right, and the City carries a duty of care for the Tribes and descendants regarding the museum holdings, timing for responses and consultation is set by the Tribes and the descendants -- not the City.
2. Touching, moving, or in any way disturbing the museum holdings of human remains, funerary objects, sacred objects, and items that may be considered objects of cultural patrimony is strongly discouraged. Instead, the city should follow the Tribes' direction as to the process, decision-making, and provided suggestions for handling, remediation, and storage.
3. When consultation occurs, it is strongly suggested the City meet with the Tribal representatives in a business setting, not in the area in which the ancestors are located. Further, if possible, the Mayor, Mayor Pro Tem, and/or City Manager should be present, as this would impart respect to the Tribes and their ancestors.

Staff are following the guidelines in NAGPRA and CalNAGPRA, but also intend to seek to repatriate the lower priority artifacts. In the meantime, NAGPRA and CalNAGPRA guidelines recommend not moving any artifacts until consultation has occurred with federally and non-federally recognized Tribes and Tribal Elders.

To date, the City has completed the necessary first steps, however there are many more to undertake in order to ensure the artifacts are returned to the rightful Tribal communities respectfully, with dignity, and through consultation. We anticipate considering the potential uses for the Carnegie building once the consultation process and transfer of artifacts is far enough along to allow us full access throughout the building.

<u>A note on Seismic issues</u>

It should come as no surprise that, as the Carnegie building was built in 1906, there would be seismic concerns. Though there was a second story add on in 1923, a basement remodel in 1949, and a seismic retrofit in 1980, the building was constructed as an unreinforced masonry building.

On December 2, 2024, as part of a citywide infrastructure review, a seismic study was ordered for the Carnegie building. The study has two Tiers.

Tier One: identified possible seismic risks using standard screening checklists available from the American Society of Civil Engineers (ASCE) and is now complete.

Tier Two: is a more detailed review (Per ASCE 41) of the building assessing the expected seismic behavior and identifying potential vulnerabilities (i.e. risks). The methodology is especially valuable for historic structures, as it provides a means to evaluate seismic risk while considering building-specific characteristics and preservation goals along with how the building may be used in the future. In addition to the seismic review, the more detailed analysis included an architectural and geotechnical review.

As of January 21, 2026, the Tier Two report is nearly finished. The draft report will require a detailed technical staff review, followed by a future presentation to City leadership and the City Council regarding next steps. Depending on how the Carnegie building is ultimately used, it likely will require seismic retrofitting and upgrades to meet current Americans with Disabilities Act (ADA) requirements.

Next Steps

Once we begin active discussions with the respective owners of the belongings we currently possess, staff will return to the Community Services, Public Safety, Housing & Development Committee with a new update and potential timeline.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

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

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 as a result of this update. The full financial impact for NAGPRA compliance is determined on the length of time to schedule and walk through the prescribed regulatory processes as well as the number of consultations with Tribal leaders, the distance required to travel, and requirements of the Tribal leaders for repatriation.

The financial impact is also predicated on whether the City merely complies with the regulation, or also seeks to exceed the requirements and repatriates items globally outside of the regulatory requirements.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 10, 2026, to approve the staff recommendation.

Please click here to view the Measure M pre-recorded presentation video.

Please click here to view the March 10, 2026, Community Services, Public Safety, Housing & Development Committee Meeting recording.

Prepared by: Kimberlee Ross, Project Manager, Alexander Nguyen, City Manager

ATTACHMENTS

1. Attachment 1 - CalNAGPRA Letter
2. Attachment 2 - NAGPRA Letter
3. Attachment 3 - Cogstone Report Overview
4. Attachment 4 - PowerPoint Presentation

Alexander Nguyen
City Manager

Office of the City Manager

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May 28, 2025

Chairman Reginald Pagaling
California Native American Heritage Commission
1550 Harbor Blvd, Suite 100
West Sacramento, CA 95691
Reginald.Pagaling@nahc.ca.gov

RE: CalNAGPRA Compliance – Request for Extension to Complete Consultation Requirements

Dear Chairman Reginald Pagaling,

The City of Oxnard (City) respectfully requests an extension of the response deadline for compliance with the California Native American Graves Protection and Repatriation Act of 2001 (Assembly Bill [978]; CalNAGPRA) consultation regarding CalNAGPRA eligible cultural items and human remains currently housed at the Carnegie Museum, City of Oxnard, Ventura County, CA.

The City is formally requesting this extension to the current deadline in order to complete the processes necessary to be in compliance with these regulations.

The City acknowledges and understands its responsibilities under CalNAGPRA to identify and consult with Native American tribes regarding the return or storage of ritual, ceremonial, sacred, or burial-related items in the City's possession.

The City of Oxnard has contracted Cogstone Resource Management (Cogstone) to aid in the initial identification of items that are potentially subject to NAGPRA/CalNAGPRA and then compile a list of the Native American groups within and outside of California that may be culturally affiliated with items in the City's holdings. The City will then use these lists to contact potentially affected Native American groups to initiate the formal consultation process. These initial efforts to identify both affected items and affiliated Native groups have been initiated and

are ongoing. The City of Oxnard remains fully committed to meeting its obligations under NAGPRA/CalNAGPRA in a respectful, thorough, and consistent manner. An extension of the current completion dates will allow the City to complete its identification efforts and provide potentially affected groups with the best information possible to make government-to-government consultations progress smooth and ensure positive outcomes. The City is also requesting an extension to the response deadline for NAGPRA eligible items from the Department of the Interior.

Sincerely,



Alexander Nguyen
City Manager

Cc: Oxnard City Council

Cogstone Resource Management

Alexander Nguyen
City Manager

Office of the City Manager

300 West Third Street
Oxnard, CA 93030
(805) 385-7430
Fax (805) 385-7595
www.oxnard.org

May 28, 2025

Doug Burgum
Secretary of the Interior
Department of the Interior
1849 C Street, N.W.
Washington DC 20240
nagpra_info@nps.gov

RE: NAGPRA Compliance – Request for Extension to Complete Consultation Requirements

Honorable Secretary Burgum,

The City of Oxnard (City) respectfully requests an extension of the response deadline for compliance with the Native American Graves Protection and Repatriation Act of 1990 (Pub. L. 101-601, 25 U.S.C. 3001 et seq., 104 Stat. 3048; NAGPRA) consultation regarding NAGPRA eligible cultural items and human remains currently housed at the Carnegie Museum, City of Oxnard, Ventura County, CA.

The City is formally requesting this extension to the current deadline in order to complete the processes necessary to be in compliance with these regulations.

The City acknowledges and understands its responsibilities under NAGPRA to identify and consult with Native American tribes regarding the return or storage of ritual, ceremonial, sacred, or burial-related items in the City's possession.

The City of Oxnard has contracted Cogstone Resource Management (Cogstone) to aid in the initial identification of items that are potentially subject to NAGPRA and then compile a list of the Native American groups within and outside of California that may be culturally affiliated with items in the City's holdings. The City will then use these lists to contact potentially

affected Native American groups to initiate the formal consultation process. These initial efforts to identify both affected items and affiliated Native groups have been initiated and are ongoing.

The City of Oxnard remains fully committed to meeting its obligations under NAGPRA in a respectful, thorough, and consistent manner. An extension of the current completion dates will allow the City to thoroughly complete its identification efforts and provide potentially affected groups with the best information possible to make government-to-government consultations progress smooth and ensure positive outcomes.

Sincerely,

Alexander Nguyen
City Manager

Cc: Oxnard City Council

Cogstone Resource Management

COGSTONE
PALEONTOLOGY | ARCHAEOLOGY | HISTORY

November 26, 2025, Cogstone 6254

To: Julie Estrada
From: John Gust, PhD, RPA and Sandy Duarte, BA
Re: NAGPRA/CalNAGPRA Inventory Results and Recommendations

Cogstone has completed the review of information collected during site visits on June 9, 2025, and October 14, 2025. An inventory of archaeological collections that potentially fall under NAGPRA/CalNAGPRA that may require Tribal consultation was compiled.

Cogstone recommends that consultation begin with the Federally recognized Santa Ynez Band of Chumash Indians (Chumash) in regards to repatriation of identified human remains listed as recovered within Chumash ancestral territory. In addition, it is recommended that all items with documented Chumash provenience or cultural items that fall within Chumash ancestral territory be included in consultation for Tribal review.

Human remains identified from Guanajuato, Mexico do not fall under NAGPRA/CalNAGPRA compliance and will not be addressed during consultation.

Cogstone recommends that potential NAGPRA/CalNAGPRA items in the collection with documented provenience be circulated to the associated Tribal groups, or the nearest Federally recognized tribes. Collection items with limited provenience (e.g., State only) should be offered to all area tribal groups.

Cogstone recommends that all items within the collection contaminated with mold be cleaned before beginning the consultation process for reasons of safety and Tribal respect.

In agreement with the Scope of this Project, Cogstone will draft a Tribal consultation letter on behalf of the City of Oxnard (City) to the Chumash in regard to repatriation of human remains and review of all Chumash or potentially Chumash cultural items. Additional

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cogstone.com
Toll free 888-333-3212

Federal Certifications WOSB, EDWOSB, SDB
State Certifications DBE, WBE, UDBE

general consultation letters can be compiled for other known Tribal groups at the request of the City.
While the confirmed human remains are the highest priority, even mundane objects could have originally had a burial related function.

The tables below are arranged in order of recommended priority of action. We recommend the City begin the process of offering items the City does not wish to retain in the order below. We recommend offering all Chumash materials the City does not wish to retain to Chumash groups as the human remain are repatriated and then contact other affected California tribes. Offering unwanted materials to other United States based groups is the next priority. Alaska and Hawaii are listed separately as due to their late addition to the United States groups week not forcibly removed from lands and descendant are more likely to retain in ancestral territory. Material not originating in the United States is not covered by NAGPRA and is of lowest priority.

High Priority

- Table 1. Confirmed NAGPRA/CalNAGPRA Items

High Moderate Priority

- Table 2. California items

Moderate Priority

- Table 3. Alaskan items
- Table 4. Hawaii items
- Table 5. United States items (except Alaska, Hawaii)

Low priority

- Table 6. Non-United States and unknown area items

2026 Update on the City's Municipal Carnegie Art Museum

City Council
April 7, 2026

CITY OF OXNARD CALIFORNIA



RECOMMENDATION

That the City Council:

Receive and file the update.

BACKGROUND

- The Carnegie was built in 1906.
- Designated Municipal Art Museum 1985.
- Closed in 2019 due to City budget deficit.
- In 2023 “Concept” for future use as Carnegie Arts Center tabled by Committee.
- Further review reveals Carnegie Art Museum never complied with federal or state laws requiring institutions to return Native belongings to their rightful owners.

DISCUSSION

- What is NAGPRA and CalNAGPRA?
- Who is responsible and what must we do?
- What are the steps and timing?
- When can we move on with the Carnegie's future use discussion?
- What about the seismic issues?


NAGPRA
NATIVE AMERICAN
GRAVES PROTECTION & REPATRIATION ACT

STATE OF CALIFORNIA

NATIVE AMERICAN HERITAGE COMMISSION

- Example of a formal consultation session




abc7
abc7.com

NAGPRA challenge: the process is very complex, layered, and time-consuming.

Oxnard challenge: we didn't begin until 2025, but we have fewer items compared to larger institutions; we should be able to get through it a little faster.

- Staff will return to Committee with another update after tangible progress occurs.

Questions/discussion

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.4

DATE: April 7, 2026

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Oxnard Police Department "Military Equipment" Use Report for Calendar Year 2025.

RECOMMENDATION

That the City Council:

1. Receive the Police Department's annual report concerning its inventory and use of military equipment, in accordance with Government Code sections 7070-7075.
2. Approve the renewal of City of Oxnard Ordinance 3014, which is codified in Oxnard City Code Section 2-212 as the City's "Military Equipment Policy" as required by Government Code section 7071 (e)(1).
3. Approve the continuing authorization for the funding, acquisition, and use of military equipment by the Oxnard Police Department's military equipment inventory as required by Government Code section 7071 (e)(2).
4. Approve the acquisition and use of the following military equipment items:

    a. Twenty-four (24) .223 caliber rifles
    b. Thirteen hundred (1,300) 40mm projectile launcher Less lethal rounds
    c. Three thousand (3,000) Pepperball Projectiles
    d. Eighty (80) CS / "Tear Gas" canisters
    e. Ninety-five (95) Light, Sound, Diversionary Devices (LSDD's)
    f. Three (3) DJI Matrice 4T Uncrewed Arial Vehicle (UAV) and Twelve (12) Batteries for the corresponding UAV's

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/joiCgSj8Fi8

BACKGROUND

On January 1, 2022, California Assembly Bill 481 (AB 481) was codified in Government Code sections 7070 through 7075. AB 481 mandates Law Enforcement Agencies (LEA) to obtain approval from their governing body via the adoption of a "military equipment" use policy by ordinance before the LEA funds, acquires, or uses such equipment. This is specified in Government Code section 7071(a)(1)(A-G).

On June 7, 2022, the Oxnard City Council adopted the Oxnard Police Department Military Equipment Use Policy to allow the Oxnard Police Department to use the equipment specified therein. This policy exists as City of Oxnard Ordinance 3014 (Ordinance), which is codified in Oxnard City Code Section 2-212, and in section 708 of the *Oxnard Police Department's Policy Manual,* and went into effect on July 6, 2022. The Ordinance can be found as Attachment (B) to this report, and *Oxnard Police Department's Policy Manual* section 708 as Attachment (C).

Government Code section 7071(e)(1) requires that a governing body, in this case the Oxnard City Council, review any

ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment, and vote on whether to renew the ordinance at a regular meeting.

Government Code section 7071(e)(2) states that a governing body, in this case the Oxnard City Council, shall determine, based on the submitted annual military equipment report submitted whether each type of military equipment identified in that report has complied with the standards for approval. Per Government Code 7071(d)(1)(A-D), the required standards for approval are:

- The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- If purchasing the equipment, the equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Annual Military Equipment Report (Attachment A)

California Government Code 7072 (a)(1-6) requires, after receiving approval for its military equipment use policy, the LEA to submit an annual military equipment report providing certain required information for each type of military equipment approved by the governing body for as long as the equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- The quantity possessed for each type of military equipment.
- A summary of how military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning military equipment.
- The results of any internal audits, information about violations of military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Police Department's "Military Equipment" Inventory

Government Code section 7070(c)(1-16) defines "military equipment" and lists fifteen (15) specific categories that are considered "military equipment." The Oxnard Police Department possesses and/or uses equipment from only seven (7) of these categories. The annual report cites an eighth category, for equipment that the Police Department does not actually possess, but is deployed by another LEA when requested to assist. The categories and specific equipment currently used by the Oxnard Police Department are listed below and are further described in the attached "Military Equipment Inventory."

Below is a summary of the Oxnard Police Department's military equipment inventory. The equipment is listed in accordance with the Government Code sections that govern its designation as "military equipment." Additional details are in *Oxnard Police Department Policy Manual* section 708, included as an attachment to this report.

7070(c)(1): Unmanned, remotely piloted, powered aerial or ground vehicles.

- Unmanned Aerial Vehicles (Drones): 12

- Unmanned aerial vehicle (drone) usage: There were 420 drone deployments in 2025, broken down as follows:
    - 271 Drone First Responder (DFR) incidents
    - 69 for tactical assists (SWAT operations)
    - 23 for field operations support (area searches)
    - 23 for crime scene documentation
    - 20 for special events support
    - 11 for training
    - 3 for disaster search and rescue
- Remotely piloted ground vehicles: 2
- Remotely piloted ground vehicle usage: Five (5) deployments in 2025.
- Cost: $12,433.87 initial purchase.
    - Five (5) additional drones have been incorporated into the fleet through a lease service package with BRINC Drones Inc., requiring no upfront purchase cost.

7070(c)(3): High mobility multipurpose wheeled vehicles (HMMWV), called Humvees, two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles with a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

- LENCO© Bearcat armored rescue vehicles (ARV): 2
- ARV usage: There were 50 ARV deployments in 2025, broken down as follows:
    - 8 for responses to armed subjects and patrol assists.
    - 33 for search warrants
    - 9 for community engagement events
- Annual cost: $1,100 estimated average annual maintenance per unit in 2025.

7070(c)(4): Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

- The Oxnard Police Department does not possess any equipment from this category in its inventory.
- However, the Ventura County Sheriff's Office possesses a tracked armored skid steer loader (referred to as "The Rook"), which is available to assist other agencies in the County, including Oxnard. Pursuant to Government Code section 7071(a)(1)(D), an LEA must obtain approval from the governing body when "Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body."
- Rook usage: In 2025, the Ventura County Sheriff's Office assisted the Oxnard Police Department on one (1) occasion, for a SWAT warrant service.
- The Rook was used during three SWAT search warrant services for violent and / or barricaded suspect(s)
- There were no complaints received concerning the use of this equipment.
- There were no violations of policy concerning the use of this equipment.
- Annual cost: Zero (0) cost to the City of Oxnard in 2025.

7070(c)(5): Command and control vehicles that are either built or modified to facilitate public safety units' operational control and direction.

- Total number of command and control vehicles: 13
    - Large mobile command vehicles: 2
    - Vans: 2
    - DUI enforcement command trailer: 1
    - Police Ford Explorer forward command post vehicles: 8
- Command and control vehicle usage: There were 196 deployments in 2025, broken down as follows:
    - 132 times for the Uncrewed Aerial Systems (drone) unit van.
    - 4 times for the large mobile command post (major crimes and community events).
    - 40 times for the traffic unit

    - 20 for major crime incidents, for crime scene mapping.
- Annual cost: Approximately $63,400 for the 13 vehicles each year (fuel and maintenance).

7070(c)(7): Battering rams, slugs, and breaching apparatuses that are explosive in nature.

- Frangible breaching shotguns: 2
- Breaching shotgun usage: Zero (0) times throughout the year.
- Annual cost: No associated costs with this item in 2025.

7070(c)(10): Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard-issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

- Total number of specialized firearms: 191
    - *Accuracy International* AT .308 caliber rifles: 6
    - *Colt* .223 caliber rifles: 87
    - *Sionics* .223 caliber rifles: 98
- Rifle usage: The Police Department deployed rifles in 60 incidents in 2025, and these were limited to the pointing of firearms only.
- Annual cost: No .223 rifle ammunition was purchased in 2025. Rifle maintenance was approximately $1,200. .308 caliber rifle ammunition cost $10,588. Maintenance was unnecessary since the *Accuracy International AT* rifles were purchased in 2025.

7070(c)(12): "Flashbang" grenades and explosive breaching tools, 'tear gas,' and 'pepper balls,' excluding standard, service-issued handheld pepper spray.

For clarification, the term "flashbang" is commonly used to refer to "light, sound, diversionary devices" (LSDD). "Tear gas" is the term commonly used to describe *2-chlorobenzalmalononitrile* gas, also referred to as "CS." The Police Department's inventory includes:

- *Combined Tactical Systems* (CTS) LSDD: 81
- *CTS* 5230B CS gas canisters: 23
- *Defense Technology* Triple Chaser CS gas: 11
- *Defense Technology* Spede-Heat CS gas: 3
- *Defense Technology* CS Ferret rounds: 10
- *Defense Technology* OC/CS vapor: 9
- Defense Technology OC vapor: 6
- Defense Technology 6320 and 6322 40mm Short Range CS Rounds 20
- Pepperball launchers: 13
- LSDD / Flashbang usage: The Police Department deployed flashbangs 22 times in 2025.
    - It is important to note that LSDD / flashbangs deployed alone, without other equipment, successfully gained suspect compliance on 7 of the 22 occasions, eliminating the necessity for any additional force tactics.
- Annual cost: No associated costs with this item in 2025.
- Gas usage: The Police Department deployed CS gas 4 times in 2025 under the following circumstances:
    - 1 to take an armed non-compliant suspect into custody.
    - 3 for warrant services where the suspects refused to exit their residences.
- Annual cost: No associated costs with this item in 2025.
- Pepperball usage: 4 times throughout the year.
    - In all 4 instances, the device was successfully used to take a non-compliant suspect into custody.
- Annual cost: No associated costs with this item in 2025.

7070(c)(14): The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

- *Penn Arms* 40mm less lethal projectile launchers: (21)
    - 11 direct impact sponge CS rounds
    - 10 direct impact sponge OC rounds
- 40mm projectile usage: Two (2) times throughout the year.
- Both 40mm deployments were used to take violent and / or barricaded suspects into custody.
- Annual cost: No associated costs with this item in 2025.
- *Remington* 870 less lethal ("bean bag") shotguns: 22
    - Less lethal shotgun usage: 2 times in 2025.
    - The less lethal shotgun was deployed in an attempt to take a non-compliant suspect into custody.
    - Annual cost: No associated costs with this item in 2025.
- The Oxnard Police Department intends to maintain a sufficient stock of specific equipment to maintain standards and operational readiness. The Police Department routinely orders replacement stock to maintain the levels of equipment enumerated in the "Military Equipment Inventory."

Additional Reported Information

Government Code section 7072(a)(1-6) requires the Police Department to annually report additional information, beyond inventory quantities, related to its "military equipment." Below is a summary of the annual use of the Police Department's inventory, complaints, policy violations related to the equipment, annual costs, and financial impacts related to the equipment:

- Inventory: Quantities of this equipment are stated in an attachment to *Oxnard Police Department Policy Manual* section 708 (Included as attachment C)
- Complaints: There were no specific community complaints or concerns received involving specific deployments of the Police Department's "military equipment" in 2025.
- Violations of Policy: There were no violations of *Oxnard Police Department Policy Manual* section 708 (Military Equipment Policy).

To ensure the accuracy of the data, both the Special Operations Division Commander and the Professional Standards Division staff track the use of equipment that meets AB 481's definition of "military equipment." This ensures proper usage and tracking of deployments.

Ongoing maintenance and replacement costs for all the equipment are included in the Police Department's budget and continue to be accounted for there. Expenditures for such equipment are appropriate and seek to minimize the impact on Oxnard's General Fund. The Police Department makes a conscious effort to fund replenishment and new additions with Asset Forfeiture Funds (AFF) and/or Supplemental Law Enforcement Services Funds (SLESF), which do not affect the City's General Fund.

Need for Equipment Authorization

AB 481 requires the governing body's approval of this annual report. The equipment listed in the annual report and used by the Oxnard Police Department is necessary for public safety operations, and there are no other practical alternatives that can achieve the same community safety objectives.

A significant amount of the Police Department's "military equipment" items are "less lethal" devices that are designed to provide force options that serve to avoid the use of lethal force. As such, the equipment's use and accompanying policies safeguard the public's welfare, safety, civil rights, and civil liberties.

Requested Equipment Acquisitions (from "Recommendation" above)

The Police Department is requesting the City Council's authorization to make the following "military equipment" acquisitions:

1. The Police Department intends to replace/acquire twenty-four (24) .223 caliber rifles for the department's Patrol Bureau. The rifles currently assigned to the Patrol Bureau are over twenty years old, significantly exceeding their expected lifespan under patrol team conditions, rendering them overdue for replacement. The Patrol Bureau needs rifles for increased firepower and accuracy in situations that require the ability to engage targets at longer distances, penetrate barriers, and effectively address threats, while minimizing risk to officers and members of the public. These rifles also provide a tactical advantage in addressing high-risk scenarios such as active shooter situations or dealing with heavily armed suspects, allowing patrol officers to maintain control and respond decisively to potential threats. The total cost to purchase these rifles is $47,945 and will be paid using Asset Forfeiture Funds (AFF). There would be no impact on the General Fund.

2. DJI Matrice 4T Uncrewed Aerial Vehicle (UAV)

- Three (3) DJI Matrice UAVs with Twelve (12) Batteries for the UAVs
- Replacement UAVs for the units that have reached their operational end-of-life and need to be retired from active service.
- Provide a tactical advantage in addressing high-risk scenarios while minimizing risks to officers and members of the public.

The purchase will be from DSLR PROS to maintain continuity of service, and is the only vendor within 50 miles of the City of Oxnard that provides DJI from existing inventory, as well as parts service for the UAV. This vendor has supplied all UAVs currently used by the Oxnard Police Department UAS Team. The total cost to purchase the UAV's bad batteries is $27,459.05 and will be paid using existing asset forfeiture funds.



DJI Matrice UAV (not to scale)

3. The Police Department's 40mm inventory has become depleted over the last year due to expired rounds and use during previous deployments. To replenish the inventory, the Police Department needs to purchase three hundred (300) exact impact sponge rounds. The cost to purchase these rounds is $4,350.00, which will be paid using the General Fund. The Police Department must also purchase one thousand (1,000) sponge round training kits. The cost to purchase these training rounds is $9,360.00, which will be paid using the Police Department General Fund.



40mm projectiles (not shown to scale)

4. The Police Department's Pepperball inventory has been depleted over the last few years due to training and deployments. To replenish the inventory, the Police Department needs to purchase three thousand (3,000) "Pepperball OC

X Live Powder Projectiles." The cost to purchase the rounds is $11,529.84, which will be paid using the Police Department General Fund.



Pepperball Projectiles (not shown to scale)

5. The Police Department's CS Gas inventory has become depleted over the last year due to training and deployments. To replenish the inventory, the Police Department needs to purchase eighty (80) The cost to purchase these canisters is $5,631.71, which will be paid using the Police Department General Fund.


CS Gas canister (not shown to scale).

6. The Police Department's Light, Sound, Diversionary Device (LSDD) inventory has become depleted over the last year due to training and deployments. To replenish the inventory, the Police Department needs to purchase ninety-five (95) The cost to purchase these canisters is $4,371.95, which will be paid using the Police Department General Fund.



LSDD (not shown to scale)

Transparency

Government Code section 7071(b) requires that any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant LEA for as long as the military equipment is available for use.

This information is available to the public on the Oxnard Police Department's website at: https://www.oxnard.gov/police-department/transparency/senate-assembly-bills/assembly-bill-481 .

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient funding in the current FY2025-2026 in the Police General Fund (101), State Asset Forfeiture Fund (192), and the State and Local Grants Fund (210)

For Finance Use Only: General Fund: Org 1012111, Objects 52100, 52400 and 52900; State Asset Seizure Fund: Org. 1922131, Object 52400, Project M2005; State and Local Grants Fund: Org 2102131, Object 56040, Project C2418 Supplemental Law Enformcement Services.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Trickle, Police Commander

ATTACHMENTS

1. Attachment 1 - 2025 OXPD Military Equipment Annual Report
2. Attachment 2 - Oxnard Police Department Military Equipment Ordinance
3. Attachment 3 - Oxnard Police Department Military Equipment Policy 2025
4. Attachment 4 - Police Department 2025 Military Equipment Report PowerPoint Presentation



Oxnard Police Department

2025 Annual Military Equipment Report

Jason Benites, Chief of Police

Background

Over the course of the past several years, criticism and debate has spread across the nation concerning the narrative of militarized policing in the United States. On September 30, 2021, California Governor Gavin Newsom signed legislation aimed at reforming law enforcement agency (“LEA”) funding, acquisition and use of specific types of "military equipment." This legislation, referred to as Assembly Bill 481 (AB 481), was authored by California Assembly member David Chiu (D-San Francisco) to address and regulate the funding, acquisition, and use of military equipment by LEA’s.

Enacted into Government Code sections 7070 through 7075 as of January 1, 2022, AB 481’s intent is to increase transparency by which California law enforcement agencies fund, acquire, and/or use what this legislation defines as “military equipment.”

AB 481 mandates LEA’s obtain approval from their governing body via the adoption of a “military equipment” use policy (Policy) by ordinance before the LEA funds, acquires, or uses such equipment. In summary, AB 481 states in Government Code section 7071(a)(1)(A-G), that LEA’s shall obtain approval of their governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body prior to engaging in any of the following:

- Requesting military equipment made available pursuant to section 2576a of Title 10 of the United States Code.
- Seeking funds for military equipment.
- Acquiring military equipment.
- Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.
- Using any new or existing military equipment.
- Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

Government Code section 7070(d) (1-7) also requires that an LEA’s military equipment policy address, at a minimum, disclose all of the following:

- A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
- The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.
- The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
- The legal and procedural rules that govern each authorized use.
- The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
- The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
- For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

On June 7, 2022, the Oxnard City Council adopted the Oxnard Police Department's Military Equipment Use Policy, authorizing the Oxnard Police Department to use the equipment specified therein. This policy exists as City of Oxnard Ordinance 3014 ("Ordinance"), which is codified in Oxnard City Code Section 2-212, and in section 708 of the *Oxnard Police Department's Policy Manual,* ("Policy"). These went into effect on July 6, 2022.

The Ordinance, Policy, and AB 481 related information are available to the public on the Oxnard Police Department's website at: (https://www.oxnard.gov/police-department/transparency/senate-assembly-bills/assembly-bill-481).

Standards of Approval

Government Code section 7071(e)(1) requires that an LEA's governing body, in this case, the Oxnard City Council, review the ordinance that it adopted that approves the funding, acquisition, or use of military equipment, and vote on whether to renew the ordinance at a regular meeting.

Government Code section 7071(e)(2) states that a governing body, in Oxnard's case, its Oxnard City Council, shall determine, based on the submitted annual military equipment report submitted, whether each type of military equipment identified in that report has complied with the standards for approval. Per Government Code 7071(d)(1)(A-D), the required standards for approval are that:

- The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- If purchasing the equipment, the equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Per Government Code section 7071(e)(2), "If the governing body determines that a type of military equipment identified in the LEA's annual military equipment report has not complied with the standards for approval, the governing body shall either disapprove a renewal of the authorization for that type of military equipment, or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance."

Oxnard Police Department Meets Standards of Approval

The military equipment that the Oxnard Police Department possesses is consistent with law enforcement profession norms in the United States. Such equipment has been tested in the field, has been successfully deployed in the field, and are used by

LEA's across the nation for the purposes of enhancing both the safety of peace officers and the public that they serve.

The Oxnard Police Department is committed to using contemporary tools and equipment to safeguard the public that it serves. Many of the items deemed as "military equipment" by AB 481 have been employed by the Oxnard Police Department and LEA's across the nation for a considerable amount of time, in order to specifically protect and reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of lethal force encounters. To that end, the equipment of discussion in this report, and the accompanying Military Equipment Use Policy, also provide Oxnard Police Department personnel with vital tools that facilitate compliance with its robust use of force policy and reporting procedures.

The Oxnard Police Department's inventory also contains items that are designed to protect officers and members of the public. For example, the armored rescue vehicles ("ARV's") are designed to shield officers and members of the public from gunfire or other threats, and have been successfully used to this effect. The Police Department's remote control tactical robot has also been successfully used, and during the past year was instrumental in rescuing a member of the public.

The Police Department has successfully been using uncrewed aerial systems, more commonly referred to as "drones", since 2019. These drones have assisted with a variety of functions, ranging from scene documentation to supporting first responders at police incidents, as well as fire incidents. Their use has not only improved efficiencies but has also improved safety. At the time of this writing, the Police Department is currently in the process of implementing a Drone First Responder ("DFR") program that will deploy drones to selected call types, reducing response times, improving efficiency, and enhancing safety to officers and members of the public. This DFR effort was approved by the City Council on December 3, 2024, and was implemented in the summer of 2025.

The Oxnard Police Department's inventory of command and control vehicles is unarmed platforms that are vital to coordinating public safety resources in a variety of circumstances, ranging from tactical incidents to natural disasters. They are essential to facilitating the safest outcomes by promoting communication and resource coordination, both of which are essential to protecting the public's welfare, safety, civil rights, and civil liberties.

Denial or loss of the use of these previously approved items would detract from the welfare of community members and peace officers within the Oxnard Police Department, as that would eliminate resources or options that could more safely and peacefully conclude incidents. For example, the loss of an agency to deploy “less lethal” equipment would eliminate an option that could have been used to end a volatile situation without the use of lethal force.

Ongoing maintenance and replacement costs for all the equipment are included in the Police Department’s budget and continue to be accounted for there. Expenditures for such equipment are appropriate and seek to minimize the impact on Oxnard’s General Fund. The Police Department makes a conscious effort to fund replenishment and new additions with Asset Forfeiture Funds (AFF) and/or Supplemental Law Enforcement Services Funds (SLESF), both of which do not affect the City’s General Fund.

There is significant interest in ensuring that law enforcement continues to have access to equipment that will provide peace officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties. The use of the equipment identified in the Policy is vital to the Oxnard Police Department’s mission, and will continue to be strictly regulated through internal processes and management oversight.

To ensure the accuracy of the data, both the Special Operations Division Commander and the Professional Standards Division staff track the use of equipment that meets AB 481’s definition of “military equipment.” This ensures proper usage and tracking of deployments. In the event of citizen complaints or concerns, management is well positioned to apply corrective action, whether through training and education, and up to the disciplinary process should that become necessary. Of note, there were no community complaints about specific deployments of Oxnard’s “military equipment” in 2025.

Criteria for “Military Equipment” Designation

Over the past several decades, many LEA’s across the United States acquired a variety of military surplus equipment from the federal government and incorporated their use into law enforcement operations. The federal program that currently hosts this is the Defense Logistics Agency's *1033 Program*. Other forms of this program included the former *Defense Reutilization Marketing Office* (DRMO) Program. Generally speaking, the equipment furnished to LEA’s was intended to be necessary

or beneficial to operations, intended to improve the safety of officers as well as the public, and helped agencies acquire such equipment in the face of limited budgets. The materials provided by these programs were very diverse, and included items ranging from office furniture/equipment, to gas masks and rifles. These programs also furnished civilian-type vehicles, as well as military-purpose ones such as High Mobility Multipurpose Wheeled Vehicles (Humvees). At some point in the past two decades, a number of LEA's across the nation received larger (12+ ton) Mine Resistant Ambush Protected (MRAP) armored vehicles.

The Oxnard Police Department never requested, nor received, Humvees or MRAP armored vehicles, and no longer requests or procures equipment from such surplus programs. In previous years, the Oxnard Police Department accepted a limited variety of items, including gas masks, helmets, older-generation rifles, and rifle optics. These items are no longer in the Department's inventory.

Under AB 481, the term "military equipment" expands beyond equipment that has a default application to military use. It also expands beyond the equipment offered by the above-mentioned DRMO and 1033 programs. It is important to note that many items qualifying as "military equipment" under AB 481 are not necessarily manufactured specifically for the United States military.

Some of the items that fall under AB481's definition of "military equipment" can be purchased by civilians in an open retail market. For example, civilian members of the public can retail purchase an uncrewed aerial vehicle, more commonly referred to as a "drone." Under this circumstance, a drone is not considered as "military equipment." However, if an LEA acquires the same piece of equipment in the same manner, it is considered "military equipment" by AB 481. Such is also the case for AR-15 style rifles, which the civilian public can also purchase.

Under AB 481, Government Code section 7070(c)(1-15) defines "military equipment" with fifteen (15) specific categories. They are:

1. *Unmanned, remotely piloted, powered aerial or ground vehicles.*
2. *Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.*
3. *High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored*

all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

4. *Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.*
5. *Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.*
6. *Weaponized aircraft, vessels, or vehicles of any kind.*
7. *Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.*
8. *Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.*
9. *Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.*
10. *Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.*
11. *Any firearm or firearm accessory that is designed to launch explosive projectiles.*
12. *"Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.*
13. *Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices, acoustic hailing devices, and sound cannons.*
14. *The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.*
15. *Any other equipment as determined by a governing body or a state agency to require additional oversight.*

The Oxnard Police Department possesses and/or uses equipment from only seven (7) of AB 481's fifteen (15) military equipment categories. This report cites an eighth category, for equipment that the Oxnard Police Department does not actually possess, but is deployed by another LEA when requested to assist. The categories and specific equipment currently used by the Oxnard Police Department are listed later in this report, and are further described in the attached "Military Equipment

Inventory" which is a part of the *Oxnard Police Department Policy Manual* section 708.

Military Equipment Report

California Government Code 7072 (a)(1-6) requires LEA's to submit an annual military equipment report providing certain required information for each type of military equipment approved by the governing body for as long as the equipment is available for use. The annual military equipment report shall at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- The quantity possessed for each type of military equipment.
- A summary of how military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning military equipment.
- The results of any internal audits, information about violations of military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The above information exists in this portion of the report, as well as within the Oxnard Police Department's Military Equipment Policy (*Oxnard Police Department Policy Manual* section 708), which is incorporated as an attachment to this report.

No Community Complaints

There were no specific community complaints or concerns received involving specific deployments of any of the Police Department's "military equipment" in 2025.

No Violations of Policy

There were no violations of *Oxnard Police Department Policy Manual* section 708 (Military Equipment Policy) in 2025.

Oxnard Police Department's Military Equipment Inventory

Below is a summary of the Oxnard Police Department's military equipment inventory. The equipment is listed in accordance with the Government Code sections that govern its designation as "military equipment." Additional details are in *Oxnard Police Department Policy Manual* section 708, included as an attachment to this report.

7070(c)(1): Unmanned, remotely piloted, powered aerial or ground vehicles.

- Unmanned aerial vehicles (drones): 12
- Unmanned aerial vehicle (drone) usage: There were 420 drone deployments in 2025, broken down as follows:
    - 271 Drone First Responder (DFR) incidents
    - 69 for tactical assists (SWAT operations)
    - 23 for field operations support (area searches)
    - 23 for crime scene documentation
    - 20 for special events support
    - 11 for training
    - 3 for disaster search and rescue
- Remotely piloted ground vehicles: 2
- Remotely piloted ground vehicle usage: Five (5) deployments in 2025.
- Cost: $12,433.87 initial purchase.
    - Five (5) additional drones have been incorporated into the fleet through a lease service package with BRINC Drones Inc., requiring no upfront purchase cost.

7070(c)(3): High mobility multipurpose wheeled vehicles (HMMWV), called Humvees, two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles with a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

- LENCO© Bearcat armored rescue vehicles (ARV): 2
- ARV usage: There were 50 ARV deployments in 2025, broken down as follows:
    - 8 for responses to armed subjects and patrol assists

    - 33 for search warrants
    - 9 for community engagement events
- Annual cost: $1,100 estimated average annual maintenance per unit in 2025.

7070(c)(4): Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

- The Oxnard Police Department does not possess any equipment from this category in its inventory.
- However, the Ventura County Sheriff's Office possesses a tracked armored skid steer loader (referred to as "The Rook"), which is available to assist other LEAs in Ventura County, including Oxnard. Pursuant to Government Code section 7071(a)(1)(D), an LEA must obtain approval from the governing body when "Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body."
- Rook usage: In 2025, the Ventura County Sheriff's Office assisted the Oxnard Police Department on three (3) occasions, for a SWAT warrant service.
- There were no complaints received concerning the use of this equipment.
- There were no violations of policy concerning the use of this equipment.
- Annual cost: Zero (0) cost to the City of Oxnard in 2025.

7070(c)(5): Command and control vehicles that are either built or modified to facilitate public safety units' operational control and direction.

- Total number of command and control vehicles: 13
    - Large mobile command vehicles: 2
    - Vans: 2
    - DUI enforcement command trailer: 1
    - Police Ford Explorer forward command post vehicles: 8
- Command and control vehicle usage: There were 196 deployments in 2025, broken down as follows:
    - 132 for the Drone Unit van
    - 4 for the large mobile command post, for major crimes, callouts and community events
    - 40 for the Traffic Unit, to support special events and sobriety checkpoints
    - 20 for major crime incidents, for crime scene mapping
- Annual cost: Approximately $63,400 for the 13 vehicles each year (fuel and maintenance).

7070(c)(7): Battering rams, slugs, and breaching apparatuses that are explosive in nature.

- Frangible breaching shotguns: 2
- Breaching shotgun usage: Zero (0) times in 2025.
- Annual cost: No associated costs with this item in 2025.

7070(c)(10): Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard-issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

- Total number of specialized firearms: 191
  - *Accuracy International* AT .308 caliber rifles: 6
  - *Colt* .223 caliber rifles: 87
  - *Sionics* .223 caliber rifles: 98
- Rifle usage: The Police Department deployed rifles in 60 incidents in 2025. It is important to note that these were limited to the pointing of firearms only. Annual cost: No .223 or .308 rifle ammunition was purchased in 2025. Rifle maintenance was approximately $1,200. Maintenance was unnecessary since the *Accuracy International AT* rifles were purchased in 2024.

7070(c)(12): "Flashbang" grenades and explosive breaching tools, 'tear gas,' and 'pepper balls,' excluding standard, service-issued handheld pepper spray.

For clarification, the term "flashbang" is commonly used to refer to "light, sound, diversionary devices" (LSDD). "Tear gas" is the term commonly used to describe *2-chlorobenzalmalononitrile* gas, also referred to as "CS." The Police Department's inventory includes:

- *Combined Tactical Systems* (CTS) LSDD: 81
- *CTS* 5230B CS gas canisters: 23
- *Defense Technology* Triple Chaser CS gas: 11
- *Defense Technology* Speed-Heat CS gas: 3
- *Defense Technology* CS Ferret rounds: 10
- *Defense Technology* OC/CS vapor: 9
- Defense Technology OC vapor: 6
- Pepperball launchers: 13

- Flashbang usage: 22 times in 2025.
    - It is important to note that flashbangs deployed alone, without other equipment, successfully gained suspect compliance on 7 of the 22 occasions, eliminating the necessity for any additional force tactics.
- Annual cost: No associated costs with this item in 2025
- Gas usage: The Police Department deployed CS gas 4 times in 2025, under the following circumstances:
    - 3 for warrant services where the suspects refused to exit their residences
    - 1 for an armed non-compliant suspect into custody.
- Annual cost: No associated costs with this item in 2025.
- Pepperball usage: 4 times in 2025.
    - In all 4 instances, the device was successfully used to take a non-compliant suspect into custody.
- Annual cost: No associated costs with this item in 2025.

7070(c)(14): The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

- *Penn Arms* 40mm less lethal projectile launchers: 21
    - 10 direct impact sponge CS rounds
    - 10 direct impact sponge OC rounds
- 40mm projectile usage: Two (2) times throughout the year.
    - Both instances, the 40mm were successfully used to take a violent and / or barricaded suspect into custody.

- Annual cost: $9,360.00 in associated costs with this item in 2025
- *Remington* 870 less lethal ("bean bag") shotguns: 22
- Less lethal shotgun usage: Two (2) times in 2025.
    - The less lethal shotgun was deployed in an attempt to take non-compliant suspects into custody.
- Annual cost: No associated costs with this item in 2025.

Intent to Acquire Additional “Military Equipment”

The Oxnard Police Department intends to maintain sufficient stock of specific equipment to maintain standards and operational readiness. The Police Department routinely orders replacement stock to maintain the levels of equipment enumerated in the Military Equipment Inventory.

The sought items shown below are those that are anticipated at the time of this report. Should additional items need to be acquired, they will be brought before the Oxnard City Council at a regularly scheduled meeting for approval consideration.

The Oxnard Police Department intends to seek approval for, acquire, and use the following items in 2025:

The Police Department intends to replace/acquire twenty-four (24) .223 caliber rifles for the department’s Patrol Division. The rifles currently assigned to the Patrol teams are over twenty years old, significantly exceeding their expected lifespan of five to seven years under patrol service conditions, rendering them overdue for replacement. The Patrol Division needs rifles for increased capacity in situations that require the ability to engage targets at longer distances, penetrate barriers, and effectively address threats, while minimizing risk to officers and members of the public. These rifles also provide a tactical advantage in addressing high-risk scenarios such as active shooter situations or dealing with heavily armed suspects, allowing patrol officers to maintain control and respond decisively to potential threats. The total cost to purchase these rifles is $47,945 and will be paid using Asset ForfeitureFunds (“AFF”). There would be no impact on the General Fund.



DJI Matrice 4T Uncrewed Aerial Vehicle (UAV)

•Three (3) DJI Matrice 4T UAV's with Twelve (12) Batteries for the UAV's

•Replacement UAV's for units that have reached their operational end-of-life and need to be retired from active service.

•Provide a tactical advantage in addressing high-risk scenarios while minimizing risk to officers and members of the public.

Purchase will be from DSLR PROS to maintain continuity of service, and is the only vendor within 50 miles of the City of Oxnard that provides DJI from existing inventory, as well as parts service for the UAV. This vendor has supplied all UAVs currently used by the Oxnard Police Department UAS team.The total cost to purchase these UAV's and Batteries is $27,459.05 and will be paid using existing funds



The Police Department's 40mm projectile inventory has become depleted over the last year due to expired rounds and use during previous year deployments. Recently acquired 40mm projectile launchers also increase the need for training and live rounds. To replenish the inventory, the Police Department needs to purchase one thousand three (1300) exact impact sponge rounds. The cost to purchase these rounds is $4,350.00. The Police Department must also purchase eight thousand sponge training rounds. The total cost to purchase the live and training rounds is $9,360.00, which will be paid using the General Fund.



The Police Department's Pepperball inventory has become depleted over the last few years due to training and deployments. To replenish the inventory, the Police Department needs to purchase three thousand (3000) Pepperball OC Live X Powder Projectiles. The cost to purchase these rounds is $11,529.84, which the General Fund would cover.



The Police Department's CS Gas inventory has become depleted over the last year due to training and deployments. To replenish the inventory, the Police Department needs to purchase eighty (80) CS Gas canisters. The cost to purchase these canisters is $5,631.71, which the General Fund would cover.



The Police Department's LSDD inventory has become depleted over the last year due to training and deployments. To replenish the inventory, the Police Department needs to purchase ninety-five (95) LSDD's. The cost to purchase the LSDD's is $4,371.95, which the General Fund would cover.



Oxnard Police Department
2025 Annual Military Equipment Report

Oversight

Government Code section 7070(d)(6) requires a declaration of the "mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy."

The attached *Military Equipment Inventory* portion from the Oxnard Police Department Policy Manual section 708 cites requirements to operate items listed in the inventory. Additionally, it cites legal and procedural rules governing their use. These rules span from the *Oxnard Police Department Policy Manua*l to the *Oxnard City Code*, to state and federal regulations. Both supervision and management have a fundamental obligation to ensure that Oxnard Police Department personnel ensure compliance. The Chief of Police is responsible to ensure that supervision and management are diligently working to promote and ensure compliance.

The Oxnard City Council, the governing body for the Oxnard Police Department and City of Oxnard, has not called for any military equipment items to require additional oversight.

Transparency

Government Code section 7071(b) requires any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant LEA for as long as the military equipment is available for use.

This report is available to the public on the Oxnard Police Department's website, at .https://www.oxnard.gov/police-department/transparency/senate-assembly-bills/assembly-bill-481

Attachments

The following attachments are incorporated as a part of this annual report:

Oxnard Police Department's Policy Manual section 708 ("Military Equipment")
- Includes *Inventory of Military Equipment* (section 708.9)

City of Oxnard Ordinance 3014 (Ordinance)
- Codified in Oxnard City Code Section 2-212

SEC. 2-212. MILITARY EQUIPMENT POLICY.

(A) The city council hereby adopts Oxnard police department Policy Manual Section 708 (the “policy”) which shall govern the use of military equipment by the Oxnard police department. The policy may be amended by the police chief or his/her designee, subject to city council approval.

(B) The policy shall be made publicly available on the Oxnard police department’s website for as long as the military equipment is available for use or as otherwise ordained by the city council.

(C) The Oxnard police department shall submit an annual military equipment report to the city council containing the information required by Cal. Gov't Code, Section 7072 and the city council shall thereafter determine whether each type of military equipment identified therein complied with the standards for approval set forth in Cal. Gov't Code, Section 7071(d).

(D) The city council shall on an annual basis and at a regular meeting thereof review this section and vote on whether to renew it pursuant to Cal. Gov't Code, Section 7071(e)(2). At such time, the policy shall be presented to the city council as an attachment to the annual report.

(E) The definitions set forth in Cal. Gov't Code, Section 7070 shall apply to this section of the city code. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

(Ord. No. 3014)

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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708.2 POLICY

It is the policy of the Oxnard Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of the Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Oxnard Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or his/her authorized designee shall ensure the proposed military equipment policy is submitted to the governing body, and is available on the Department website at least (30) days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

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(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

708.5 COORDINATION WITH OTHER JURISDICTIONS

This policy recognizes the need for agencies to provide assistance to each other, whether in ongoing combined or regional operations, occasional planned operations, or in exigent circumstances. Where applicable to the provisions of Government Code § 7070 through § 7075, such assisting agencies must comply with their respective military equipment use policies when rendering assistance.

708.6 EXTRAORDINARY CIRCUMSTANCES

This policy also recognizes that there may be very limited or extreme instances where incidents of extraordinary nature could demand the need for incident commanders to authorize Department personnel to use equipment not specified in this policy. This decision must be influenced by the totality of the circumstances, including the due regard for the public's safety, officer safety, respecting civil rights, seriousness of the situation, and other information available at that time. Should such extreme instances occur that call for members of this Department to use equipment not specified in this policy, the incident commander shall, if practical, notify the Chief of Police via the chain of command prior to deploying such equipment. Should such circumstances occur, the Chief of Police or his/her designee, shall notify the City Council as soon as practical, and indicate any such uses in the required annual report.

708.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or his/her authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(a) A summary of how the military equipment was used and the purpose of its use.

(b) A summary of any complaints or concerns received concerning the military equipment.

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(c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(e) The quantity possessed for each type of military equipment.

(f) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Chief of Police or his/her authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

708.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

708.9 MILITARY EQUIPMENT INVENTORY

The Department's inventory of "military equipment" is attached to this policy, and shall be updated annually. This inventory may include equipment the Oxnard Police Department does not currently possess but intends to acquire.

See attachment: 2025 Military Equipment (Policy Manual 708.9).pdf

708.10 COMPLAINT PROCESS AND QUESTIONS

Community members may submit complaints or questions about the use of military equipment by completing a citizen complaint and inquiry form. All citizen complaints will be reviewed in a timely manner in accordance with Oxnard Police Department Policy 1020, which provides guidelines for reporting, investigating, and disposition of complaints. Use of military equipment questions will be forwarded to Professional Standards for review and follow-up.

See attachment: Citizen Complaint-Commendation Form.pdf

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Attachments

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2025 Military Equipment (Policy Manual 708.9).pdf

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Attachment
Oxnard Police Department Policy Manual 708.9
Inventory of Military Equipment

Government Code Section 7070(c)(1): Unmanned, remotely piloted, powered aerial or ground vehicles.

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)
Make/Model: DJI Matrice 300 RTK
Quantity: 1
Lifespan: 200-300 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions, including images enhanced by forward-looking Infrared (FLIR) and optical zoom lenses.
Manufacturer Product Description: *"The all-new DJI Matrice 300 RTK Commercial Drone System has created a new standard for the commercial drone industry. With inspiration from modern aviation systems, the DJI Matrice 300 RTK offers up to 55 minutes of flight time. The advanced flight control system, 6 Directional Sensing and Positioning systems, AI spot-checking, Smart Track, PinPoint, Location Sharing, and an all-new Primary Flight Display make the Matrice 300 RTK one of the most powerful and capable industrial platforms on the market."*
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: $32,000 initial equipment purchase. The ongoing costs for software licensing and batteries will vary.
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas with a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90-day periods).

Attachment
Oxnard Police Department Policy Manual 708.9
Inventory of Military Equipment

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)
Make/Model: DJI Mavic Enterprise Advanced
Quantity: 3
Lifespan: 200-300 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions, including images enhanced by forward-looking Infrared (FLIR) and optical zoom lenses.
Manufacturer Product Description: *"The DJI Mavic II Enterprise features omnidirectional Vision Systems and Infrared Sensing Systems and comes with a fully stabilized 3-axis gimbal camera with an equivalent 24-48 mm 2x optical enterprise lens capable of shooting 4k videos and 12-megapixel photos that support up to 6x FHD zoom. DJI signature technologies, such as obstacle sensing and the advanced pilot assistance system, help you capture complex shots effortlessly. Additional features like the built-in AirSense make you aware of your surrounding airspace, and password protection helps you maintain secure access to your aircraft and protect your data. The Mavic II Enterprise also has attachable modular accessories like the M2E spotlight, M2E Beacon, and M2E Speaker that are purpose-built for various applications. The Mavic II Enterprise boasts a maximum flight speed of 44.7 mph and a maximum flight time of 31 minutes."*
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: $7,500 purchase price per unit. The ongoing costs for software licensing and batteries will vary.
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas with a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90 day periods).

Attachment
Oxnard Police Department Policy Manual 708.9
Inventory of Military Equipment

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)
Make/Model: DJI M30
Quantity: 1
Lifespan: 200-300 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions.
Manufacturer Product Description: ***"****The M30 series integrates multiple high-performance sensors into a lightweight and portable body. Equipped with a remote controller designed for enterprise users and the newly upgraded Pilot 2 flight app, to improve the efficiency of drone operations."*
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: $10,000 purchase price per unit. The ongoing costs for software licensing and batteries will vary.
Legal/Procedural Rules Governing Use: *"Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610."*
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90-day periods).

Attachment
Oxnard Police Department Policy Manual 708.9
Inventory of Military Equipment

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)
Make/Model: DJI Avata
Quantity: 2
Lifespan: 100-200 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions. Compact aircraft ideal for indoor flight operations.
Manufacturer Product Description: *"The DJI Avata is a state of the art FPV drone designed with extreme maneuverability in a compact airframe. With a flight time of approximately 18 mins on a single charge, the Avata gives pilots more durability than other compact UAVs. When paired with DJI Goggles 2, the Avata is easier to operate in confined spaces."*
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: $1,000 initial equipment purchase. The ongoing costs for software licensing and batteries will vary.
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas with a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90-day periods).

Attachment
Oxnard Police Department Policy Manual 708.9
Inventory of Military Equipment

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)
Make/Model: BRINC Lemur 2
Quantity: 2
Lifespan: 100-200 flight hours
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions. Compact aircraft ideal for indoor flight operations.
Manufacturer Product Description: *"The BRINC LEMUR 2 is a 3.3 lbs (1.5 kg) NDAA-compliant tactical drone designed for indoor, GPS-denied environments, featuring a 20+ minute flight time, 10-hour perch time, and 360° LiDAR-based obstacle awareness. It includes 4K/thermal cameras, two-way audio."*
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: The cost of this drone is incorporated in the BRINC Responder drones.
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas with a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90-day periods).

Attachment
Oxnard Police Department Policy Manual 708.9
Inventory of Military Equipment

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Govt. Code §7070(c)(1)
Make/Model: BRINC Responder Drone
Quantity: 3
Lifespan: 5 years
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing real-time and recorded video images captured from aerial positions. Compact aircraft ideal for indoor flight operations.
Manufacturer Product Description: *"The **BRINC Responder** is an American-made, purpose-built drone designed to act as a "Drone as First Responder" (DFR) for public safety agencies. Launched in May 2024, it is engineered to reach emergency scenes in under 90 seconds to provide immediate situational awareness before human responders arrive."*
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are unavailable or are less effective. Uses may include but are not limited to: search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications
Fiscal Impacts: Year 1 of a 5 year full service agreement is $305,037 and includes the Lemur 2 list above.
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas with a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations. Use is subject to Oxnard Police Department Policy Manual section 610.
Training Required: Personnel must possess a valid Federal Aviation Administration Part 107 certificate, complete a Department training course, and must continuously train in both night and daytime flight environments (three takeoffs/landings within 90-day periods).

Attachment
Oxnard Police Department Policy Manual 708.9
Inventory of Military Equipment

Equipment Name: Unmanned, remotely operated ground vehicle – CA Govt. Code §7070(c)(1)
Make/Model: RoboteX Avatar Robot
Quantity: 1
Lifespan: Approximately 10 years
Equipment Capabilities: The small remotely operated ground vehicle can be deployed quickly and is capable of providing live and recorded video images through several cameras, including a pan, tilt, zoom camera. The vehicle has night vision capability. A built-in speaker and microphone provide the ability to establish verbal communication.
Manufacturer Product Description: *"The RoboteX Avatar robot enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you have had a chance to assess the situation."*
Purpose/Authorized Uses: Provides officers the ability to visually inspect hazardous environments and make two-way communication from a safe distance without exposing officers to potential hazards. The robot can be used during high-risk tactical situations, such as barricaded subjects and hostage rescues. The robot may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations.
Fiscal Impacts: $12,433.87 initial purchase
Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to the robot entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 610.5.1.
Training Required: Only SWAT Team personnel are authorized to control the robot after completing operator training.

Equipment Name: Unmanned, remotely operated ground vehicle – CA Govt. Code §7070(c)(1)
Make/Model: Transcend Vantage Robot
Quantity: 1
Lifespan: Approximately 10 years
Equipment Capabilities: The small remotely operated ground vehicle can be deployed quickly and is capable of providing live and recorded video images through several cameras, including a pan, tilt, zoom camera. The vehicle has night vision capability. A built-in speaker and microphone provide the ability to establish verbal communication.
Manufacturer Product Description: "The transcend Vantage Robot is the only automatic stair and obstacle climbing robot available."
Purpose/Authorized Uses: Provides officers the ability to visually inspect hazardous environments and make two-way communication from a safe distance without exposing officers to potential hazards. The robot can be used during high-risk tactical situations, such as barricaded subjects and hostage rescues. The robot may also be used to inspect hazardous materials, possible explosive devices, and other hazardous situations.
Fiscal Impacts: $62,818.00 initial purchase.

Attachment
Oxnard Police Department Policy Manual 708.9
Inventory of Military Equipment

Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to the robot entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 610.5.1.
Training Required: Only SWAT Team personnel are authorized to control the robot after completing operator training.

Government Code Section 7070(c)(3): *High mobility multipurpose wheeled vehicles (HMMWV), called Humvees, two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles with a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision*

Equipment Name: Armored rescue vehicle – CA Govt. Code §7070(c)(2)
Make/Model: Lenco Bearcat
Quantity: 2
Lifespan: Approximately 20 years
Equipment Capabilities: Provides ballistic protection up to .50 caliber. Range: 100 miles.
Manufacturer Product Description: *"The Lenco Bearcat is a four-wheeled, five-speed automatic transmission, diesel engine-powered vehicle with ballistic resistant glass and armor rated to .50 caliber."*
Purpose/Authorized Uses: Provides ballistic protection to accommodate the safe transport, security, and rescue of agency personnel and members of the public in high-risk incidents. Used to support tactical operations.
Fiscal Impacts: $265,000 initial cost; $1,100 estimated average annual maintenance cost per unit.
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license. Refer to Oxnard Police Department Policy Manual section 416.
Training Required: Annual briefing training.

Government Code Section 7070(c)(5): Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

Equipment Name: Large mobile command vehicles – CA Govt. Code §7070(c)(5)
Make/Model: Mattman
Quantity: 1
Lifespan: 80k-100k miles
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispatcher stations, and a small conference area.
Manufacturer Product Description: *"Mattman"*
Purpose/Authorized Uses: Provides incident managers the ability to coordinate and manage police resources during large-scale events or incidents.

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Fiscal Impacts: $750,000
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class B driver's license.
Training Required: Utilized by sworn personnel of the rank of Sergeant or higher. Does not require additional training.
Notes: These vehicles will be replaced and sold at auction during Fiscal Year 2024-25.

Equipment Name: Large mobile command vehicle – CA Govt. Code §7070(c)(5)
Make/Model: Emergency Vehicles Inc.
Quantity: 1
Lifespan: 80k-100k miles
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispatcher stations, and a small conference area.
Manufacturer Product Description: "*EVI custom Police Mobile Command Vehicle Posts can be custom designed and built for your specific departments' needs. A custom Mobile Command Police Center can be dispatched to any situation to be utilized as meeting areas, radio command centers, WIFI hubs, communication capabilities, and much more. Some of the features incorporated into past EVI custom Mobile Command Vehicle builds include TV Satellites, antennas, slide outs to allow for more room, scene lights, outside compartments for storage, cabinets, generator, restrooms, awning, outside TV and workstations, light tower, portable lighting, easy roof access and storage, coffee and snack bars with sink, and much more."*
Purpose/Authorized Uses: Provides incident managers the ability to coordinate and manage police resources during large-scale events or incidents.
Fiscal Impacts: $750,000
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class B driver's license.
Training Required: Utilized by sworn personnel of the rank of Sergeant or higher. Does not require additional training.
Notes: The Oxnard City Council approved this purchase on February 7, 2023. The vehicle is in the Police Department's possession and is nearing completion, with an anticipated deployment in summer of 2025.

Equipment Name: Mid-sized mobile command vehicles – CA Govt. Code §7070(c)(5)
Make/Model: Mercedes Benz Sprinter Van
Quantity: 2
Lifespan: 80k-100k miles
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, dispatcher stations, and a small conference area.
Manufacturer Product Description: *"Sprinter. The van that goes the extra mile. It's the van that hauls cargo, stows gear and raises standards. It's the van that's ready for anything, wherever your work or your lifestyle takes you. It's the van that's more than a van, because it's also a Mercedes-Benz."*

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Purpose/Authorized Uses: Both vans have been outfitted with communications equipment, computers, lighting, power, workstations, and secure storage cabinets. These vehicles provide a remote platform from which the Traffic Unit and Unmanned Aerial Services Unit can conduct operations.
Fiscal Impacts: $126,000 purchase price for both vehicles, $30,000 - $40,000 to outfit each vehicle with the necessary equipment.
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license.
Training Required: Utilized by sworn personnel. Does not require additional training.

Equipment Name: DUI enforcement command trailer – CA Govt. Code §7070(c)(5)
Make/Model: Garrett Custom Trailers
Quantity: 1
Lifespan: Approximately 20 years
Equipment Capabilities: The vehicle is equipped with communications equipment, office equipment, workstations, lighting, and power.
Manufacturer Product Description: *Garrett Custom Trailers 30' box trailer*
Purpose/Authorized Uses: Utilized by the Traffic Unit during DUI/ drug enforcement operations and educational programs.
Fiscal Impacts: $124,286.39 purchase and outfitting.
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license.
Training Required: Drivers must attend training on hitching, driving, and backing the trailer.

Equipment Name: Small command vehicles – CA Govt. Code §7070(c)(5)
Make/Model: Ford Explorers
Quantity: 8
Lifespan: 80k-100k miles
Equipment Capabilities: Ford Explorer chassis patrol vehicle, equipped with additional radio, mobile data computer, dry erase boards, and storage cabinets. The vehicle has a range of approximately 300 miles.
Manufacturer Product Description: *"Mid-size modular forward command post designed to meet the most demanding operational needs of the mobile field commander."*
Purpose/Authorized Uses: Provides incident supervisors/managers the ability to coordinate and manage police resources during incidents.
Fiscal Impacts: The purchase price of the vehicle is $38,000, and the cost to outfit the vehicle with equipment is $3,374.19.
Legal/Procedural Rules Governing Use: Drivers must possess a valid California Class C driver's license.
Training Required: Utilized by sworn personnel of the rank of sergeant or higher. Does not require additional training.

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Government Code Section 7070(c)(7): Battering rams, slugs, and breaching apparatuses that are explosive in nature.

Equipment Name: Frangible breaching shotgun – CA Govt. Code §7070(c)(7)
Make/Model: Royal Arms
Quantity: 2
Lifespan: Approximately 25 years
Equipment Capabilities: The modified 12 gauge Remington 870 shotgun is designed to fire a copper or clay compressed frangible (brittle, fragile) projectile through door locking mechanisms and hinges. After defeating a door's hardware, the projectile disintegrates, reducing the risk of potential injury to bystanders.
Manufacturer Product Description: *"Royal Arms is the original inventor, as well as oldest manufacturer of: Breaching Stand-Off Device, 12 Gauge Breaching Shotgun, Copper & Clay Frangible Breaching Rounds."*
Purpose/Authorized Uses: SWAT officers can quickly, safely, and effectively breach doors and gates during high-risk search warrant services and hostage rescues.
Fiscal Impacts: Approximately $800 per unit initial purchase. The ongoing cost of ammunition varies.
Legal/Procedural Rules Governing Use: Absent exigent circumstances, a search warrant must be obtained prior to entering a private dwelling. All search and seizure laws shall be adhered to. Use is subject to Oxnard Police Department Policy Manual section 611 and the Oxnard Police Department SWAT Manual.
Training Required: SWAT Team personnel are authorized to use the breaching shotgun after receiving the required training and have demonstrated the ability to utilize the tool safely and competently. SWAT Team personnel must undergo annual recertification and qualification.

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Government Code Section 7070(c)(10): Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

Equipment Name: Semi-Automatic Rifles and Ammunition (5.56mm/.223 caliber) – CA Govt. Code §7070(c)(10)
Make/Model: Colt
Quantity: 87
Lifespan: Approximately 15 years
Equipment Capabilities: Semi-automatic rifle that fires a 5.56mm projectile.
Manufacturer Product Description: *"The Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle."*
Purpose/Authorized Uses: Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: ● Situations where the officer reasonably anticipates an armed encounter. ● When an officer is faced with a situation that may require accurate and effective fire at long range. ● Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. ● When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. ● When an officer reasonably believes a suspect may be wearing body armor. ● When authorized or requested by a supervisor.
Fiscal Impacts: The initial cost of equipment is approximately $1,100 per rifle. Rifle maintenance was approximately $1,200.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force and Firearms, including Oxnard Police Department Policy Manual sections: 300, 305, 310, 312, 314.7.3, 433.
Training Required: Officers must successfully complete a CA POST-certified 24-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

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Equipment Name: Semi-Automatic Rifles and Ammunition (5.56mm/.223 caliber) – CA Govt. Code §7070(c)(10)
Make/Model: Sionics
Quantity: 98
Lifespan: Approximately 15 years
Equipment Capabilities: Semi-automatic rifle that fires a 5.56mm projectile.
Manufacturer Product Description: *"The Sionics SAR-15 Lothar Walther German Stainless Steel Precision Barrel will give you unmatched accuracy as well as incredible accuracy at distance."*
Purpose/Authorized Uses: Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: ● Situations where the officer reasonably anticipates an armed encounter.When an officer is faced with a situation that may require accurate and effective fire at long range. ● Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. ● When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. ● When an officer reasonably believes a suspect may be wearing body armor. ● When authorized or requested by a supervisor.
Fiscal Impacts: The initial cost of equipment is approximately $1,100 per rifle. Rifle maintenance was approximately $1,200
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force and Firearms, including Oxnard Police Department Policy Manual sections: 300, 305, 310, 312, 314.7.3, 433.
Training Required: Officers must successfully complete a CA POST-certified 24-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

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Equipment Name: .308 caliber bolt-action Rifle and Ammunition – CA Govt. Code §7070(c)(10)
Make/Model: Accuracy International AT
Quantity: 6
Lifespan: Approximately 15 years
Equipment Capabilities: Accuracy International AT Law Enforcement fires a .308 caliber projectile at extended distances.
Manufacturer Product Description: *"The Accuracy International AT rifle series integrates the proven Accuracy International flat-bottomed, precision machined action that is epoxy bonded and bolted to a chassis with the best features of the AW and AE models to set a new standard of expectation for precision tactical rifles. The AT is a configurable, mission-adaptable, long-range tactical rifle system offered in .308/7.62 NATO."*
Purpose/Authorized Uses: This rifle is authorized for use by a sniper-trained SWAT operator only and may be deployed in circumstances where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the rifle may include but are not limited to: ● Situations where the officer reasonably anticipates an armed encounter. ● When the officer is faced with a situation that may require accurate and effective fire at long range. ● Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower. ● When an officer reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage. ● When an officer reasonably believes a suspect may be wearing body armor. ● When authorized or requested by a supervisor.
Fiscal Impacts: $6,651 per rifle. No other associated costs for these rifles, because they were purchased in 2023.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force, including sections 300, 305, 310, 312, 314.7.3, and the Oxnard Police Department SWAT Manual.
Training Required: In addition to patrol rifle and standard SWAT Operator training, SWAT Snipers must successfully complete a CA POST-certified sniper course and regular SWAT Sniper training and qualifications as required by law and policy.
Notes: These rifles are replacing the Remington 700 rifles in the Department's inventory.

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Government Code Section 7070(c)(12): "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

Equipment Name: "Flashbangs" – CA Govt. Code §7070(c)(12)
Make/Model: Combined Systems Inc.
Quantity: 81
Lifespan: 5 years
Equipment: Produces 6-8 million candela of light and 175 decibels of sound
Manufacturer Product Description: *"The Mini Flash-Bang is the newest generation in the evolution of the Flash-Bang. Our Model 7290M Flash-Bang exhibits all of the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces, the new 7290M is approximately 30% lighter than the 7290 but still has the same 175 decibel output of the 7290 and produces 6-8 million candela of light." "The 7290-2 is a non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations."*
Purpose/Authorized Uses: The light sound diversionary device ("flashbang") is a less-lethal device used during high-risk search warrants, arrests of armed and violent suspects, and hostage rescues. An intense bright light and loud noise are created, temporarily overwhelming a suspect's senses which may potentially prevent a suspect from harming officers.
Fiscal Impacts: $47.06 per unit (Model 7290M), $81.94 per unit (Model 7290-2)
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual section 307. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel, K9 handlers, and former SWAT personnel assigned as patrol sergeants are authorized to carry light sound diversionary devices. All authorized personnel must attend a user's course taught by a POST-certified instructor and complete a qualification. Personnel must demonstrate proficiency and qualify annually.

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Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Combined Systems Inc.
Quantity: 23
Lifespan: 5 years
Equipment Capabilities: A "less lethal" tool used to compel violent/armed and barricaded suspects to exit structures when the circumstances are too hazardous for officers to enter. It may also be used to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Manufacturer Product Description: *"CTS 5230B - CS baffled canister grenade, pyrotechnic, low flame potential grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire."*
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects from vehicles and structures when the circumstances are too hazardous for officers to enter. It may also be used to disperse large, violent, and riotous crowds. Verbal warnings should precede its use when feasible.
Fiscal Impacts: $38.00 per unit. $2,173 cost in 2023 for all gas replenishments.
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300, 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel who are responsible for formulating chemical agent deployment plans must attend California POST-certified chemical agent school and recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

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Inventory of Military Equipment

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 10
Lifespan: 5 years
Equipment Capabilities: 40mm short-range CS chemical agent round with an effective range of 75 yards.
Manufacturer Product Description: *"Defense Technology 6322 40mm short-range CS chemical agent round is designed to deliver one dual-ported chemical canister from a 40mm launcher 75 yards to the intended target zone."*
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Fiscal Impacts: $34.55 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 10
Lifespan: 5 years
Equipment Capabilities: 40mm short-range OC chemical agent round with an effective range of 75 yards.
Manufacturer Product Description: *"Defense Technology 6320 40mm short-range OC chemical agent round is designed to deliver one dual-ported chemical canister from a 40mm launcher 75 yards to the intended target zone."*
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Fiscal Impacts: $34.55 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

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Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 11
Lifespan: 5 years
Equipment Capabilities: Capable of delivering CS chemical agents quickly over a large area.
Manufacturer Product Description: *"Defense Technology Triple Chaser CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart, allowing increased area coverage in a short period of time."*
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should precede its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Fiscal Impacts: $41.55 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300, 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 3
Lifespan: 5 years
Equipment Capabilities: Capable of quickly delivering a large volume of CS chemical agent to disperse violent crowds.
Manufacturer Product Description: *"Defense Technology Spede-Heat CS is designed specifically for outdoor use in crowd control situations. The Riot Control Grenade is a high volume continuous burn canister that expels its payload in approximately 20 - 40 seconds."*
Purpose/Authorized Uses: Less lethal chemical agent designed to compel large, violent, and riotous crowds to disperse from an outdoor area. Verbal warnings should proceed with its use when feasible. Designed as a chemical agent dispersal tool and not an impact weapon.
Fiscal Impacts: $27.05 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

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Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 10
Lifespan: 5 years
Equipment Capabilities: Non-burning munition used to introduce CS chemical agents through doors and windows.
Manufacturer Product Description: *"Defense Technology CS ferret is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial."*
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects to exit from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should proceed with its use when feasible.
Fiscal Impacts: $20.55 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 6
Lifespan: 5 years
Manufacturer Product Description: *"Defense Technology OC vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist."*
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects to exit from structures and vehicles when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.
Fiscal Impacts: $44.45 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

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Equipment Name: Chemical Agents – CA Govt. Code §7070(c)(12)
Make/Model: Defense Technology
Quantity: 9
Lifespan: 5 years
Equipment Capabilities: Capable of delivering OC and CS chemical agent in vapor form.
Manufacturer Product Description: *"Defense Technology OC/CS vapor is a unique grenade delivering an invisible vapor and rendering an intense respiratory effect. Provides best results when used indoors and requires no personal decontamination."*
Purpose/Authorized Uses: Less lethal tool used to compel violent/armed and barricaded suspects from structures when the circumstances are too hazardous for officers to enter. Verbal warnings should precede its use when feasible.
Fiscal Impacts: $53.10 per unit
Legal/Procedural Rules Governing Use: Use is subject to Oxnard Police Department Policy Manual sections 300 and 308.6. Operational use is under the purview of the SWAT Commander or Watch Commander.
Training Required: SWAT personnel responsible for formulating chemical agent plans must attend California POST-certified chemical agent school and must recertify every three (3) years. SWAT officers may deploy chemical agents during high-risk SWAT operations after attending a chemical agents course taught by a POST-certified instructor. Officers must qualify annually.

Equipment Name: Pepperball launcher/pepper balls – CA Govt. Code §7070(c)(12)
Make/Model: Pepperball
Quantity: 13
Lifespan: Approximately 15 years
Manufacturer Product Description: ***"****The need for non-lethal options in daily patrol, crowd management, corrections, and other situations has never been greater. PepperBall, as the leading non- lethal option, allows officers to maintain distance from crowds and individual assailants. This reduces risk while enhancing the capability of officers to limit or control escalation, to repel or temporarily incapacitate threats, and to keep themselves and the public safe while performing their duties."*
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the device's intended use should precede its application. The pepperball is a "less lethal" device that affords officers with force options that are intended to mitigate the likelihood of having to use lethal force.
Fiscal Impacts: $499 per launcher. No associated costs with this item in 2024.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force including sections 300 and 308.
Training Required: Initial orientation course, including qualifications, are provided by Department members who have attended a POST-certified instructor's course; annual recertification, including qualifications are required by all operators.

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Government Code Section 7070(c)(14): The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

Equipment Name: 40mm Less Lethal Launchers and Kinetic Energy Munitions – CA Govt. Code §7070(c)(14)
Make/Model: Penn Arms
Quantity: 21
Lifespan: Approximately 15 years
Equipment Capabilities: The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, as well as chemical agents.
Manufacturer Product Description: *"Penn Arms 40MM launchers are manufactured using 4140 hardened steel, 6061-T6 mil-spec anodized aluminum, and DuPont super tough glass-filled nylon. These launchers are lightweight, versatile, and used worldwide by police and corrections officers."*
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the device's intended use should precede its application. The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a "less lethal" use of force option, which serves as an additional option to mitigate the possibility of using lethal force.
Fiscal Impacts: $3,400 initial purchase per launcher, $2,500 initial purchase of 40mm projectiles. No associated costs with this item in 2024.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force, primarily Oxnard Police Department Policy Manual sections 300 and 308.
Training Required: Initial orientation course, including qualifications, are provided by Department members who have attended a POST-certified instructor's course; annual recertification, including qualifications by demonstrated use in a training environment, are required of all operators.

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Equipment Name: Less Lethal Shotgun – CA Govt. Code §7070(c)(14)
Make/Model: Remington
Quantity: 22
Lifespan: Approximately 20 years
Equipment Capabilities: The Model 2581 Super-sock is a less-lethal impact munition fired from a standard 12 gauge shotgun. The super-sock projectile is a fabric bag filled with lead shot. The effective range is 75 feet.
Manufacturer Product Description: *"The Super-Sock is first in its class, providing the point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. The effective range is 75 feet."*
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the device's intended use should precede its application. The pepperball is a "less lethal" device that affords officers with force options that are intended to mitigate the likelihood of having to use lethal force.
Fiscal Impacts: The 12 gauge shotguns used to deploy the Super-Sock impact munition are re-purposed Remington 870 shotguns taken from the Oxnard Police Department inventory. Approximately $35.50 for a box of 5 Super-Sock projectiles. No associated costs with this item in 2024.
Legal/Procedural Rules Governing Use: All applicable State, Federal, and Local laws governing police use of force. Various Oxnard Police Department Policies on Use of Force including sections 300 and 308.
Training Required: Initial orientation course, including qualifications, are provided by Department members who have attended a POST-certified instructor's course; annual recertification, including qualifications, are required by all operators.

Citizen Complaint-Commendation Form.pdf

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OXNARD POLICE DEPARTMENT

Protecting Our Community with Exceptional Service

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To our Community:

We at the Oxnard Police Department constantly strive to provide the highest quality service in a courteous and professional manner. Everyone that we serve can provide us with valuable feedback about the quality of our service. Also, unfortunately, in the course of police operations, conflicts or misunderstandings can occasionally arise between Police Department employees and community members. Recognizing these facts, we have an established procedure that permits members of the community to report Police Department employee conduct that they feel is exemplary, or unprofessional. If you feel that a member of the Oxnard Police Department has acted in a commendable manner or has acted improperly, a *Citizen Commendation / Complaint* form is available. You may also complete this form if you have a complaint or inquiry about the Police Department's use of what the Government Code defines as "military equipment."

The commendation/complaint procedure serves two purposes. First, we wish to give the public an opportunity to document their appreciation for the efforts of our employees. Second, this is a method to note Police Department employee conduct and to take corrective action when the circumstances justify it. The citizen's complaint procedure will not be used as a means for reducing or dropping a criminal or traffic charge. It is a formal, administrative procedure used by the police administration to ensure that community members are treated properly, with respect, and are receiving quality service.

We also encourage community members to contact the Watch Commander or a supervisor. **Watch Commanders are available 24 hours a day at (805) 385-7778.** Community members can request that the Police Department employee call a supervisor at the time of the incident. The Watch Commander or supervisor can often provide information that explains what occurred. If they cannot satisfactorily explain the conduct of a Police Department employee or a policy of this department, persons should submit a *Citizen's Commendation / Complaint* form so that the incident may be investigated.

Sincerely,

Jason Benites

Chief of Police

OXNARD POLICE DEPARTMENT

Protecting Our Community with Exceptional Service

CHIEF OF POLICE
Jason Benites

ASSISTANT POLICE CHIEF
Denise S. Morehouse

ASSISTANT POLICE CHIEF
Rocky Marquez

251 SOUTH C STREET, OXNARD, CALIFORNIA 93030-5789 * (805) 385-7600 * http://oxnardpd.org

A nuestra comunidad:

Nosotros en el Departamento de Policía estamos constantemente tratando de proveer servicio de la más alta calidad de una manera profesional. Las personas a las que servimos son una fuente importante de información, al igual que las respuestas acerca de la calidad de nuestros servicios. También, desafortunadamente, en el curso de las operaciones de la policía, pueden resultar conflictos o equivocaciones entre los empleados del Departamento de Policía y los miembros de la comunidad a quien servimos. Reconociendo esto, tenemos un proceso establecido que permite a los miembros de la comunidad poder reportar al Departamento de Policía la conducta de los empleados que se cree que han sido ejemplar o han actuado de una manera inapropiada. Si usted cree que un empleado del Departamento de Policía se ha portado de una manera ejemplar o se ha portado inapropiadamente, la forma *"Reconocimiento/Queja del Residente"* está disponible para usted. También puede utilizar esta forma si tiene una queja o pregunta sobre el uso de "equipo militar" por parte del Departamento de Policía.

El propósito de la forma de reconocimiento/queja es para el uso de estas dos circunstancias. Primero, queremos darle a la comunidad una oportunidad para documentar su aprecio por los esfuerzos de nuestros empleados. Segundo es un método para anotar la conducta de los empleados del Departamento de Policía y tomar acciones correctivas cuando las circunstancias lo justifican. El proceso no se usará para reducir o eliminar un cargo criminal o una violación de tráfico. Este es un proceso formal y administrativo, utilizado por la Administración del Departamento de Policía para asegurar que los miembros de la comunidad sean tratados apropiadamente, con respeto, y que estén recibiendo un servicio de calidad.

Animamos a los miembros de la comunidad que se comuniquen con el Comandante de Policía o Supervisor. **Los Comandantes de Policía están disponibles las 24 horas del día. El número de teléfono es 385-7778.** Miembros de la comunidad pueden pedir al empleado del Departamento de Policía que llame a un Supervisor al mismo tiempo que esté ocurriendo el incidente. Muchas veces, en encuentros negativos el Comandante o Supervisor puede proveer información que explique lo que ocurrió. Si el Comandante no le explica la acción del empleado o la póliza del Departamento de Policía a su satisfacción, usted puede someter una forma de *"Reconocimiento/Queja del Residente"* para que el incidente sea investigado.

Sinceramente,

Jason Benites

Jefe de Policía

CITIZEN'S COMMENDATION/COMPLAINT
AB 481 COMPLAINT/INQUIRY
RECONOCIMIENTO/QUEJA DEL RESIDENTE
AB481 QUEJA/PREGUNTA

Date Received_____ Time Received_____
Fecha Recibida *Hora Recibida*

Name of Commentator:_____ Age:_____
Nombre de la persona haciendo el reconocimiento/queja *Edad*

Address:_____
Domicilio

Telephone Numbers: Day:_____Evening:_____
Números de Teléfono: *Día* *Noche*

Email Address: _____
Correo Electronico:

Time and Date of Occurrence:_____
Hora y Fecha de la Ocurrencia

Location(s) of Occurrence:_____
Localización(es) de la Ocurrencia

Officer(s) Involved:_____
Oficial(es) involucrado(s)

Type of Comment: ___Commendation ____Complaint__ Inquiry (Brief – offensive language, harassment, etc.)
Tipo de Comentario: ___Reconocimiento ____Queja_____ Pregunta (Breve – lenguaje ofensivo, hostigamiento, etc.)

_____

_____

Brief Narrative of Circumstances:
Breve narrativo de las circunstancias:

_____

_____

Use additional pages if needed
Revised May 2024

Witnesses: Name_____
Nombre
Address_____ Telephone_____
Domicilio *Teléfono*

Name_____
Nombre
Address_____ Telephone_____
Domicilio *Teléfono*

WARNING It is a violation of Section 47.5 of the California Civil Code to knowingly file a false complaint against any person. Doing so could subject you to a civil lawsuit.

ADVERTENCIA *Es una violación de sección 47.5 del Código Civil de California hacer una queja falsa deliberadamente contra cualquier persona. Con hacerlo se puede exponer a una demanda en la corte civil.*

"I hereby certify that, to the best of my knowledge, the statements herein are true."
"Yo certifico que, en lo mejor de mi conocimiento, las declaraciones contenidas son verdaderas."

Signature of Commentator:_____
Firma de la persona haciendo el reconocimiento/queja

Form provided by:_____ Date:_____
Forma suministrado por: *Fecha:*

Action(s) taken by Supervisor (Investigated, Officer Counseled, Unfounded, Referred to the Professional Standards Unit, etc.
Acción(es) tomada por el supervisor (Investigadas, Aconsejado, Caso Invalido, Referido a la Unidad de Normas de Conducta, etc.)

_____

_____

_____

_____

Report received by: _____
Reporte recibido por:

Use additional pages if needed
Revised May 2024

City of Oxnard Police Department
Internal Affairs Unit
251 South “C” Street
Oxnard, California 93030

Oxnard City Council Meeting
April 7, 2026

Oxnard Police Department
"Military Equipment" Use Report
for
Calendar Year 2025

Commander Steve Trickle

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council:

1. Receive the Police Department's annual report concerning its inventory and use of military equipment, in accordance with Government Code sections 7070-7075.
2. Approve the renewal of City of Oxnard Ordinance 3014, which is codified in Oxnard City Code Section 2-112 as the City's "Military Equipment Policy" as required by Government Code section 7071 (e)(1).
3. Approve the continuing authorization for the funding, acquisition, and use of military equipment by the Oxnard Police Department's military equipment inventory as required by Government Code section 7071 (e)(2).

RECOMMENDATION CONTINUED

4. Approve the acquisition and use of the following military equipment items:
   a. Twenty-four (24) .223 caliber rifles
   b. Three (3) DJI Matrice 4T UAV's with Twelve (12) Batteries for the UAV's
   c. One thousand three hundred (1300) 40mm less lethal rounds
   d. Three thousand (3000) Pepperball OC X Live Powder Projectiles
   e. Eighty (80) CS Gas canisters
   f. Ninety-five (95) Light, Sound, Diversionary Devices (LSDD's)

Assembly Bill 481

- Signed by Governor Newsom September 30, 2021
  - Concern over the militarization of police departments in US
  - Concern over the use of surplus military equipment
  - Improved transparency
- Defines certain equipment as “Military Equipment”
- Codified in Government Code sections 7070- 7075
- Went into effect on January 1, 2022
- Law enforcement agencies must meet certain requirements to use equipment defined in these codes



BACKGROUND

- Defense Logistics Agency's *1033 Program*
- Formerly Defense Reutilization Marketing Office Program ("DRMO")











OXNARD PD CEASED PROCURING EQUIPMENT FROM THESE PROGRAMS

EQUIPMENT DEFINED AS MILITARY EQUIPMENT

- Although defined as “military equipment” it is not necessarily manufactured, intended for use, or used by the military

- Most of the equipment defined in these codes has been utilized by the Oxnard Police Department for decades

- Many of the items are not weapons

- The majority of the weapons are “less lethal” weapons



EXAMPLES

Examples of "Military Equipment"under AB 481

- Command vehicles
- Armored vehicles
- Unmanned aerial vehicles ("drones")
- Less lethal shotguns
- 40mm less lethal impact weapons
- Chemical agents
- Patrol rifles

***This is not a comprehensive list*



AB 481 REQUIREMENTS

- Law enforcement agencies must obtain approval from their applicable governing body (City Council) via the adoption of a "Military Equipment" use policy by ordinance before the law enforcement agency may fund, acquire, or use such equipment.
- A public meeting to discuss this policy was held 30 days prior to City Council approving
- On June 7, 2022, the Oxnard City Council adopted the Oxnard Police Department's Military Use Policy (Policy Section 708)

AB 481 REQUIREMENTS

- Policy went into effect July 6, 2022
- Policy must be available to the public
- https://www.oxnard.gov/police-department/transparency/department-policy-manual
- Policy includes the department's military equipment inventory
- City Council must vote annually to re-approve this policy
- Department must provide an annual "military equipment use report"
- Department must have a community meeting

WWW.OXNARDPD.ORG



- https://www.oxnard.gov/police-department/transparency/department-policy-manual
- https://www.oxnard.gov/police-department/transparency/senate-assembly-bills/assembly-bill-481

MILITARY EQUIPMENT REPORT

Military Equipment Report must contain the following information:

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning the military equipment.
- The results of any internal audits, information about violations of the military equipment use policy, and any actions taken in response.



MILITARY EQUIPMENT USE REPORT CONTINUED

- The total annual cost for each type of military equipment.
- The quantity possessed for each type of military equipment.
- If the law enforcement agency intends to acquire additional military equipment in the next year, and the quantity sought for each type of military equipment.

The report covers calendar year 2025



2025 MILITARY EQUIPMENT USE REPORT

The following slides include highlights from the Oxnard Police Department's 2025 Military Equipment Use Report that was provided to City Council.

There were no complaints related to the military equipment in 2025, nor were there any violations of policy related to the equipment.

(Due to the amount of data included in the report, please hold your questions to the end of the presentation)

CALIFORNIA GOVERNMENT CODE 7070(C)(1)

Uncrewed, remotely piloted, powered aerial or ground vehicles

- OXPD has used uncrewed aerial vehicles (UAV) since 2019
- These vehicles provide a wide range of defined operations
- All OXPD drone pilots are FAA certified
- UAS operations are documented in a “flight log”
- No complaints were received regarding the use of UAVs
- UASs were used one hundred forty-nine (149) times during this reporting period

CURRENT OXPD DRONES



DJI Matrice 210



DJI Mavic Enterprise



DJI M30



DJI Avata



BRINC
Lemur 2

Approximate size comparisons are relative, and not to scale

CALIFORNIA GOVERNMENT CODE 7070(C)(1)



Breakdown of UAS Deployments in 2025

Tactical Assists	69
Field Operation Support	23
Crime Scene Documentation / Area Mapping	23
Special Event Support	20
Training	11
Disaster / Search and Rescue	3
Total	**149**

NEW IMPLEMENTATION FOR 2025

Drone First Responder (DFR) Program – BRINC Drones Inc.

- Three (3) drone nests with drones (BRINC Responder)
- Total Flights: *
  - Number of Incidents: 271
  - Training or Test Flights: 103



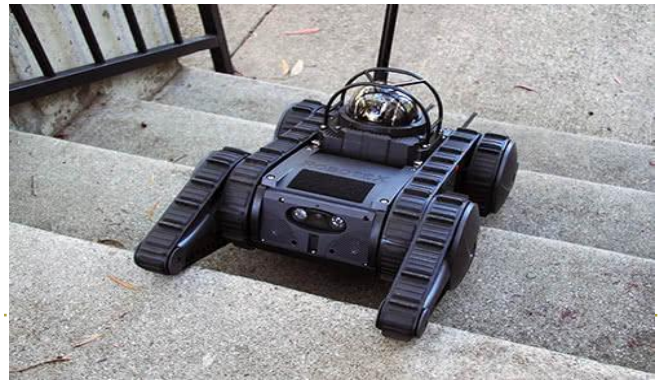


* Some Incidents require multiple flights

CALIFORNIA GOVERNMENT CODE 7070(C)(1)

Unmanned, ground, robotic vehicles

- Small, battery operated, remote controlled vehicles
- SWAT Team possesses two (2) of these vehicles
- Has the ability to locate and communicate with suspects
- A search warrant must be obtained prior to using this vehicle to enter a residence
- Training to operate is provided by SWAT officers
- No ongoing costs associated with these items
- This equipment was used (5) times during this reporting period.



CALIFORNIA GOVERNMENT CODE 7070(C)(1)

Transcend Robotics Vantage Robot

- This device is used to enter structures to locate violent, often armed, subjects wanted for violent crimes.
- This equipment provides a safer option for officers to get a view into a building or structure through the robot's camera system, and decreases the likelihood of a lethal force encounter
- No ongoing costs



CALIFORNIA GOVERNMENT CODE 7070(C)(1)

Transcend Robotics Vantage Robot

- September 8, 2024 deployment







CALIFORNIA GOVERNMENT CODE 7070(C)(3)

Mine-resistant ambush-protected vehicles or armored personnel carriers

- The Department owns two (2) Lenco Bearcat armored vehicles
- Provides ballistic protection during high-risk incidents
- No weapons
- Gives officers the ability to safely utilize de-escalation techniques
- Also used by Fire Department Tactical Emergency Medical Services (TEMS)
- Only ongoing costs are preventative maintenance and fuel (approximately $1,100 per unit per year)
- Used on fifty (50) occasions in 2025
  - 8 responses to armed subjects and assist patrol officers
  - 33 for search warrants
  - 9 for community engagement events
- No complaints were received during this reporting period

CALIFORNIA GOVERNMENT CODE 7070(C)(3)



Oxnard Police Department Armored Rescue Vehicle (Lenco Bearcat)

CALIFORNIA GOVERNMENT CODE 7070(C)(3)



Oxnard Police Department Armored Rescue Vehicle (Lenco Bearcat)

CALIFORNIA GOVERNMENT CODE 7070(C)(4)

Tracked armored vehicles that provide ballistic protection and utilize a tracked system

- The Police Department does not own this type of vehicle
- The Ventura County Sheriff's Department owns a Rook (small ballistic Caterpillar)
- Mitigates risks to SWAT officers while performing dangerous tasks during high-risk incidents
- The Sheriff's Department makes this equipment available to the Department
- Used on three (3) occasions this reporting period
- There are no costs to the City associated with its use
- No complaints were received

CALIFORNIA GOVERNMENT CODE 7070(C)(4)

"The Rook"



CALIFORNIA GOVERNMENT CODE 7070(C)(5)

Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

- The Department currently owns thirteen (13)
  - Two (2) large command vehicles
  - Two (2) Sprinter vans
  - One (1) DUI enforcement trailer
  - Eight (8) Ford Explorer sport utility vehicles
- The Ford Explorers are used on a daily basis
- The large command vehicle was used four (4) times in 2025
- The UAS van was used one hundred thirty two (132) times
- The traffic van was used forty (40) times
- After the initial purchase cost, the only ongoing costs are fuel and maintenance (approximately $63,400 for fuel and maintenance)
- No complaints regarding the use of these vehicles were received

CALIFORNIA GOVERNMENT CODE 7070(C)(5)









CALIFORNIA GOVERNMENT CODE 7070(C)(7)

Battering rams, slugs, and breaching apparatuses that are explosive in nature

- The SWAT Team has two (2) shotguns designed for breaching
- The shotguns were purchased approximately 20 years ago
- All required training is provided by Department personnel
- There are no ongoing costs associated with this equipment
- These items were not used during this reporting period outside of training







CALIFORNIA GOVERNMENT CODE 7070(C)(10)

Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code

.223 caliber rifles

- Only officers who have received POST training may carry .223 caliber rifles
- Officers must qualify and re-qualify on an annual basis
- Rifles are only used when circumstances indicate the use of lethal force may become necessary
- The Department spent approximately $10,598.85 on ammunition and maintenance

CALIFORNIA GOVERNMENT CODE 7070(C)(10)

- Ongoing training and maintenance is provided by Department Range Safety Unit personnel
- California POST defines the intentional pointing of a firearm at a member of the public as a “reportable use of force”
- All reportable uses of force are investigated and tracked by the Professional Standards Unit
- During this reporting period rifles were “pointed” on (60) occasions
  - Majority occurred during SWAT search warrant services
- The Department did not receive any complaints regarding the use of rifles

CALIFORNIA GOVERNMENT CODE 7070(C)(10)

Precision .308 caliber rifles

- In addition to .223 caliber rifles, the Police Department also possesses six (6) .308 caliber precision rifles,
- Used only by a few select officers assigned to the SWAT Team
- Officers assigned these rifles receive extensive training and qualify on a monthly basis
- These rifles were not fired other than during training
- The Police Department did not receive any complaints



CALIFORNIA GOVERNMENT CODE 7070(C)(12)

“Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray

“Flashbangs” (Light Sound Diversionary Devices)

- The SWAT Team uses them
- Provides officers with a method to distract violent suspects
- Significantly reduces risks to officers when dealing with violent suspects
- Officers authorized to use these devices must attend a POST-certified course provided by Department personnel
- These devices were used twenty-two (22) times in 2025
  - Gained suspect’s compliance on 7 of the 22 occasions, eliminating the necessity for any additional force tactics
- The Department did not receive any complaints

CALIFORNIA GOVERNMENT CODE 7070(C)(12)







"Flashbangs" (Light Sound Diversionary Devices)

CALIFORNIA GOVERNMENT CODE 7070(C)(12)

Tear Gas

- The SWAT Team has chemical agents, more commonly known as “tear gas”
- Less lethal tool used to safely compel barricaded suspects out of vehicles or structures
- Used during high-risk incidents to mitigate risks to officers
- Training is provided by POST-certified SWAT personnel
- Used four (4) times during this reporting period
- The Department did not receive any complaints



CALIFORNIA GOVERNMENT CODE 7070(C)(12)



CS Gas (not to scale)

CALIFORNIA GOVERNMENT CODE 7070(C)(12)

Pepperball

- Less lethal weapon that deploys small spheres filled with a chemical irritant
- Used to overcome a resistant violent suspect without the need to use lethal force
- Officers are trained by POST-certified personnel
- The Pepperball was used four (4) times during this reporting period
- The Department did not receive any complaints

CALIFORNIA GOVERNMENT CODE 7070(C)(12)









Pepperball launcher and munitions (not to scale)

CALIFORNIA GOVERNMENT CODE 7070(C)(14)

40mm projectile launchers, "bean bag", rubber bullet, and specialty impact munition weapons

Bean bag shotgun/ 40mm extended range impact weapon

- The Police Department uses 12 gauge less lethal shotguns and 40mm impact devices
- These less lethal devices give officers the ability to address a violent suspect from a safe distance
- Increased distance provides for more opportunity to use de-escalation techniques
- The less lethal shotgun was used on two (2) occasions and the 40mm was also used on two (2) occasions.
- Any deployment, whether or not it makes contact with a subject, is a reportable use of force and is reviewed by the Professional Standards Unit

CALIFORNIA GOVERNMENT CODE 7070(C)(14)











40MM Launchers and Munitions

Bean Bag Shotgun and Munitions

MILITARY EQUIPMENT ACQUISITIONS

Government Code 7070 requires the Police Department to:

- Disclose any equipment deemed military equipment under this statute that the Department intends to acquire

- Including the number and type sought, during the next reporting period.

MILITARY EQUIPMENT ACQUISTIONS : ITEMS BEING SOUGHT

40mm rounds (training and live)

- The Department's inventory of 40mm rounds has become depleted over the last year due to expired rounds and use during previous years
- The addition of new 40mm projectile launchers also increases the need for training and live rounds
- The total cost to purchase these rounds are $9,360.00 and will be paid using the General Fund



MILITARY EQUIPMENT ACQUISTIONS : ITEMS BEING SOUGHT CONTINUED

Pepperball Projectiles

- The Department's inventory of Pepperball projectiles have become depleted over the last few years due to training and deployments.
- "Pepperball OC Live X Powder Projectiles" quantity of 3000.
- The total cost to purchase these rounds is $11,529.84 and will be paid using the General Fund.



MILITARY EQUIPMENT ACQUISTIONS : ITEMS BEING SOUGHT CONTINUED

CS / "Tear Gas"

- The Department's inventory of CS/ "Tear Gas" canisters have become depleted over the last few years due to training and deployments.
- CS canister replacement quantity of 80.
- The total cost to purchase the replacement gas canisters is $5,631.71 and will be paid using the General Fund.



MILITARY EQUIPMENT ACQUISTIONS : ITEMS BEING SOUGHT CONTINUED

Light, Sound Diversionary Devices (LSDD) / "Flashbangs"

- The Department's inventory of LSDD's have become depleted over the last few years due to training and deployments.
- LSDD replacement quantity of (95)
- The total cost to purchase the LSDD's is $4,371.45 and will be paid using the General Fund.



MILITARY EQUIPMENT ACQUISTIONS : ITEMS BEING SOUGHT CONTINUED



.223 Caliber Rifles

- Twenty-four (24) replacement .223 caliber rifles
- The rifles currently assigned to the Patrol Bureau are over 20 years old and have exceeded their expected lifespan under patrol team conditions
- Needed for increased firepower and accuracy in situations that require the ability to engage targets at longer distances, penetrate barriers, and effectively address threats, while minimizing risk to officers and members of the public.
- Provide a tactical advantage in addressing high-risk scenarios such as active shooter situation or dealing with heavily armed suspects
- The total cost to purchase these rifles is $47,945 and will be paid using Asset Seizure and Forfeiture Funds

MILITARY EQUIPMENT ACQUISTIONS : ITEMS BEING SOUGHT CONTINUED



DJI Matrice 4T Uncrewed Aerial Vehicle (UAV)

- Three (3) DJI Matrice 4T UAV's with Twelve (12) Batteries for the UAV
- Replacement UAV's for units that have reached their operational end-of-life and need to be retired from active service.
- Provide a tactical advantage in addressing high-risk scenarios while minimizing risk to officers and members of the public.
- Purchase will be from DSLR PROS to maintain continuity of Service, and is the only vendor within 50 miles of the City of Oxnard that provides DJI from existing inventory, as well as parts service for the UAV. This vendor has supplied all UAVs currently used by the Oxnard Police Department UAS team.
- The total cost to purchase these UAV's and Batteries is $27,459.05 and will be paid using existing funds

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.5

DATE: April 7, 2026

TO: City Council

FROM: Brenda Lopez, Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Acquisition of Vacant Real Property Located at 5230 Cypress Road and 5208 Cypress Road and Identified with Assessor Parcel Numbers 222-0-042-120 and 222-0-042-110.

RECOMMENDATION

That the City Council adopt a resolution of the City Council of the City of Oxnard,

1. approving a Settlement Agreement (32600387) in the amount of one dollar ($1) for the acquisition of unimproved real property located at 5230 Cypress Road and 5208 Cypress Road from current landowner Habitat for Humanity, Ventura County, Inc. and
2. authorizing the Housing Director or designee to execute any and all documents necessary to complete the acquisition.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/6SaQ_8FlPP4

BACKGROUND

In 2009, Habitat acquired two vacant side-by-side properties located at 5230 Cypress Road and 5208 Cypress Road (the "Property") using two loans ("Original Loan Agreements") totaling $1,060,000 from the former Community Development Commission ("CDC"). The Original Loan Agreements are secured by promissory notes and deeds of trust recorded against the Property. The Original Loan Agreements required Habitat for Humanity, Ventura County, Inc. (Habitat) to develop

1. three to five single-family homes under the terms of the first $300,000 loan agreement (Agreement #A-7202) which provided the funding to acquire the property located at 5208 Cypress Road, and
2. four to seven single family homes under the second $760,000 loan agreement (Agreement # A-6940) which provided funding to acquire the property located at 5230 Cypress Road.

In 2012, when the State dissolved redevelopment, the Original Loan Agreements, including the Promissory Notes and Deeds of Trusts, were reassigned to the City pursuant to the "Supplement to Instrument Confirming Ownership of Commission Assets by Successor Agency" entered into on September 12, 2012 between the City and the Oxnard Community Development Commission Successor.

Around 2019, Habitat requested to amend the Original Loan Agreements to instead develop twenty-eight (28) affordable housing rental units on the site. To date, the design and entitlements for the Property has not been completed. Further, except for the loans from the City, the funding needed to construct the project has not been secured.

DISCUSSION

Considering the amount of time that has lapsed, Habitat has agreed to the proposed Settlement Agreement, which allows the City to acquire the Property from Habitat in-lieu of pursuing repayment of the loans and non-judicial foreclosure. The intent of the City acquisition is to make the Property available for development of affordable housing.

The proposed resolution (Attachment 1) approves the Settlement Agreement (Attachment 2) and Grant Deed (Attachment 3) for the City to acquire the Property from Habitat for a conveyance payment of one dollar ($1).

Key terms of the Settlement Agreement include:

1. In lieu of the City pursuing repayment of the loans and non-judicial foreclosure of the Property, the Parties agree that Habitat shall convey the Property to the City in exchange for the City's forgiveness of the two (2) promissory notes under the City's Original Loan Agreements for a combined amount of $1,060,000.
2. The City will pay all transaction fees and related costs necessary to close the transaction to acquire the Property, with total costs estimated at up to $10,000 total.
3. The City will have the option of terminating the Settlement Agreement if the City disapproves of any exception appearing on title.

Following City Council adoption of the Resolution and execution of the Settlement Agreement, escrow will be opened to transfer the Property from Habitat to the City within 90 days.

Once acquired by the City, staff will return to Council to seek authorization to surplus the Property following the requirements of the State Surplus Land Act (SLA). As required by the SLA requirements, the properties would first be offered for the development of affordable housing. If no interest is received, or if negotiations do not result in the disposition of the properties, then the properties could be offered for the development of other uses including market-rate housing. If market-rate housing of ten (10) or more homes were proposed the SLA requires at least 15% of units be reserved for households earning lower income levels (defined as at or below 80% Area Median Income).

ENVIRONMENTAL IMPACT

On April 4, 2024 the Planning Commission adopted Resolution Number 2024-07 which determined that the acquisition of the Property is consistent with the Oxnard 2030 General Plan and is not a "Project" for purposes of CEQA and State CEQA guidelines since the determination does not result in either a direct or physical change to the environment, or a reasonably foreseeable indirect physical change to the environment (CEQA Guidelines Section 158061(b)(3) and Section 15378(b)(5).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is sufficient FY 2025-26 Housing Department General Fund (101) operating budget available to fund the costs associated with the acquisition of the Property.
For Finance Use Only: General Fund (Org. 1018102 Obj. 53200)

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously considered by City Council in Closed Session on February 6, 2024.

Prepared by: Brenda Lopez, Housing Director

ATTACHMENTS

1. Attachment 1 - Resolution

2. Attachment 2 - Settlement Agreement
3. Attachment 3 - Grant Deed
4. Attachment 4 - Presentation

CITY RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, APPROVING A SETTLEMENT AGREEMENT IN THE AMOUNT OF ONE DOLLAR ($1) FOR THE ACQUISITION OF UNIMPROVED REAL PROPERTY LOCATED AT 5230 CYPRESS ROAD AND 5208 CYPRESS ROAD FROM CURRENT LANDOWNER HABITAT FOR HUMANITY, VENTURA COUNTY, INC. AND AUTHORIZING THE HOUSING DIRECTOR OR DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE ACQUISITION.

WHEREAS, Habitat for Humanity, Ventura County, Inc. ("Habitat") owns certain real property in the City of Oxnard, State of California, located at 5208 & 5230 Cypress Road, Oxnard, CA 93033, designated with Ventura County Assessor's Parcel Numbers 222-0-042-110 & 222-0-042-120, respectively (collectively, the "Property"); and

WHEREAS, the City's predecessor-in-interest made two loans to Habitat: (i) a loan in the initial principal amount of $760,000 made pursuant to that certain Affordable Housing Loan Agreement dated September 25, 2007, and (ii) a loan in the initial principal amount of $300,000 made pursuant to that certain Affordable Housing Loan Agreement dated July 28, 2009 (collectively, the "Loans"); and

WHEREAS, the Loans are secured by certain deeds of trust recorded against the Property: (i) that certain Deed of Trust with Assignment of Rents dated October 2, 2007 and recorded in the Official Records of Ventura County on October 9, 2007 as Instrument No. 20071009-0191174, and (ii) that certain Deed of Trust With Assignment of Rents dated August 11, 2009 and recorded in the Official Records of Ventura County on September 17, 2009 as Instrument No. 20090917-00155117; and

WHEREAS, in addition, the Deeds of Trust secure Habitat's performance of certain affordable housing obligations upon the Property, which obligations were unable to be timely performed, entitling the City to pursue its remedies thereunder; and

WHEREAS, the City and Habitat agree that Habitat shall convey the Property to the City in exchange for the City's forgiveness of the Loans; and

WHEREAS, Habitat and City desire to enter into a Settlement Agreement ("Agreement") to allow the City to acquire the property from Habitat; and

WHEREAS, the intent of the City acquisition is to re-offer the land for development of affordable housing by a different developer

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

1. The City Council hereby finds and declares that the above recitals are true and correct.
2. The City Council further approves and authorizes the Housing Director or designee to take all

needed actions and execute all requisite documents on behalf of the City in consultation with the City Attorney relative to (i) the Agreement; (ii) the Grant Deed; and (iii) any other agreements or documents for the purpose of acquiring and maintaining the Property.

PASSED AND ADOPTED THIS ___ day of _____, 2026:

I hereby certify that the foregoing is a true copy of the Resolution adopted by the City Council of the City of Oxnard at a meeting held on the ____ day of _____, 2026 and carried by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

Agreement No. 32600387

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "**Agreement**"), dated as of _____, 2026, is entered into by and between Habitat for Humanity, Ventura County, Inc., a California nonprofit public benefit corporation ("**Habitat**"), and the City of Oxnard, a municipal corporation of the State of California (the "**City**"). Habitat and the City are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Habitat owns certain real property in the City of Oxnard, State of California, located at 5208 & 5230 Cypress Road, Oxnard, CA 93033, designated with Ventura County Assessor's Parcel Numbers 222-0-042-110 & 222-0-042-120, respectively (collectively, the "**Property**").

B. The City's predecessor-in-interest made two loans to Habitat: (i) a loan in the initial principal amount of $760,000 made pursuant to that certain Affordable Housing Loan Agreement dated September 25, 2007, and (ii) a loan in the initial principal amount of $300,000 made pursuant to that certain Affordable Housing Loan Agreement dated July 28, 2009 (collectively, the "**Loans**").

C. The Loans are secured by certain deeds of trust recorded against the Property: (i) that certain Deed of Trust With Assignment of Rents dated October 2, 2007 and recorded in the Official Records of Ventura County on October 9, 2007 as Instrument No. 20071009-0191174, and (ii) that certain Deed of Trust With Assignment of Rents dated August 11, 2009 and recorded in the Official Records of Ventura County on September 17, 2009 as Instrument No. 20090917-00155117 (collectively, the "**Deeds of Trust**").

D. In addition, the Deeds of Trust secure Habitat's performance of certain affordable housing obligations upon the Property, which obligations were unable to be timely performed, entitling the City to pursue its remedies thereunder, including obtaining repayment of the Loans and possession of the Property.

E. *In lieu* of the City pursuing repayment of the Loans and non-judicial foreclosure of the Property, the Parties agree that Habitat shall convey the Property to the City in exchange for the City's forgiveness of the Loans.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Incorporation of Recitals

The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. These recitals are true and correct and the Parties are bound thereby.

II. Conveyance of Property

The City's conveyance payment for the Property shall be One Dollar ($1.00), pursuant to Recital E above. Habitat shall convey the Property to the City, and the City shall accept the conveyance of the Property from Habitat, on the terms and conditions stated in this Agreement.

III. Conveyance Payment

In full consideration of the conveyance payment to be made by the City to Habitat for the Property, the City shall forgive the Loans.

IV. Escrow and Title Company

This transaction shall be completed through an escrow established with Lawyers Title Company, or other escrow holder (the "**Escrow Holder**") and title company (the "**Title Company**") agreed to by the Parties. Each Party shall promptly deposit all funds and documents as required by the Escrow Holder in order to complete this transaction.

V. Opening of Escrow

The Escrow Holder is instructed to open an escrow (the "**Escrow**") after receiving a mutually-executed copy of this Agreement. The Escrow Holder is requested to prepare its customary instructions based upon this Agreement.

VI. Close of Escrow

The Escrow shall close (the "**Close of Escrow**") on or before 90 days from the date this Agreement is executed, subject to the conditions listed in Section VII below.

VII. Conditions to Close of Escrow

The following are conditions precedent to the Close of Escrow:

1. The Parties have executed and delivered to the Escrow Holder their respective counterparts of the grant deed, in the form attached hereto as Exhibit A and incorporated herein by this reference.

2. The City has deposited with the Escrow Holder all funds necessary for the Close of Escrow.

3. The City has approved a *pro forma* owner's policy of title insurance for the Property.

4. The City has executed and delivered to the Escrow Holder a Substitution of Trustee and Full Reconveyance for the Deeds of Trust, in recordable form.

Possession of the Property shall be surrendered to the City at the Close of Escrow.

VIII. Closing Costs

The City shall pay all closing costs, including the following:

1. Any and all state, county, or city documentary stamps or transfer taxes pertaining to Habitat 's conveyance of the Property; and

2. The base escrow fee, plus any additional requested or customary costs; and

3. The premium for the owner's policy of title insurance for the Property.

IX. Public Agencies

The City is a public agency exempt from paying real property taxes or special assessments.

Habitat acknowledges and agrees that the City is a public entity with a responsibility and, in many cases, a legal obligation, to conduct its business in a manner open and available to the public. Accordingly, any information provided by Habitat with respect to the Property may be disclosed to the public either purposely, inadvertently, or as a result of a public demand, request or order.

X. Financing

There is no financing contingency for the City.

XI. Title

Habitat shall convey title to the Property subject only to real estate taxes not yet due, and covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the Property. Further, Habitat shall ensure that the existing tax lien on the Property in the amount of $339.83 is extinguished prior to the escrow closing.

Habitat shall cause the City to be furnished with a current preliminary report of title for the Property (the "**Preliminary Report**") within seven days after the opening of Escrow. The City shall notify Habitat in writing within 30 days after receipt of the Preliminary Report of the City's disapproval of any exception therein. Habitat shall have 30 days after such notice to advise the

City of any disapproved exceptions which will not be removed by Habitat prior to the Close of Escrow. If Habitat indicates that it will not cause to be removed any of the disapproved exceptions, then the City may elect to:

1. terminate this Agreement without liability on the part of either Party; or

2. accept conveyance of the Property subject to such exceptions.

Title in the form of a California Land Title Association or American Land Title Association policy of title insurance shall be issued by the Title Company.

XII. Nondiscrimination

The City shall refrain from restricting the rental, sale or lease of the Property or the Project, or any portion thereof, on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

2. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of

subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

3. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land."

XIII. Condition of Property

Habitat expressly and specifically disclaims the making of any representations or warranties, express or implied, regarding the Property or matters affecting the Property including, without limitation, the physical and environmental condition of the Property.

Immediately upon the Parties' entry into this Agreement, the City shall have a 45-day due diligence period in order to conduct at the City's expense any commercially reasonable inspections of the Property. The City shall have the right, but not the obligation, to terminate this Agreement in writing before the end of such due diligence period based upon the result of such inspection, in the City's sole, absolute, and unfettered discretion (the "**Due Diligence Termination Right**").

If the City does not exercise its Due Diligence Termination Right, then the Parties acknowledge and agree that the Property is to be conveyed to, and accepted by, the City in its present condition, "AS IS", and the City hereby assumes the risk of adverse physical characteristics and conditions, including, without limitation, the presence of hazardous materials. After taking title to the Property, the City shall be solely responsible for responding to and complying with any administrative notice, order, request or demand, or any third-party claim or demand relating to potential or actual contamination of the Property.

Upon the Close of Escrow, the physical and environmental condition, possession or title of the Property is and shall be delivered from Habitat to the City in an "as-is" condition, with no warranty expressed or implied by Habitat, including without limitation, the presence of hazardous materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the development purposes intended hereunder.

The City hereby waives, releases and discharges forever Habitat and its representatives from all present and future losses and liabilities, present and future, arising out of or in any way connected with Habitat's or the City's use, maintenance, ownership or operation of the Property.

The City acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The City hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code with respect to the matters described in this Section XIII.

XIV. No Brokers

The Parties represent and warrant to each other that no broker or finder has been engaged by them in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions.

XV. No Further Encumbrances

During the period after the execution date of this Agreement and through the Close of Escrow, Habitat shall not further encumber or voluntarily lien the Property without first obtaining the City's written consent, which consent may be granted or withheld in the City's sole and absolute discretion.

XVI. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings are for purposes of convenience only and will not be construed to limit or extend the meaning of this Agreement.

XVII. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the Parties.

XVIII. Counterparts

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

XIX. Binding on Successors and Assigns

This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective legal representatives, successors, and assigns.

XX. Attorneys' Fees

If any legal action or other proceeding is brought involving a dispute between the Parties or arising out of the execution of this Agreement or the sale of the Property, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees incurred in such action or proceeding, in addition to any other relief to which such Party may be entitled.

XXI. Agreement to Perform Necessary Acts

In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed and/or delivered under this Agreement, each Party agrees to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at the Close of Escrow or after the Close of Escrow, all further acts, fees, and assurances reasonably necessary to consummate the transaction contemplated hereby.

XXII. Notices

Formal notices, demands, and communications between the Parties must be given either by (i) personal service, (ii) delivery by reputable overnight document delivery service that provides a receipt showing date and time of delivery, or (iii) U.S. first class certified mail, return receipt requested, addressed to:

Habitat: Habitat for Humanity, Ventura County, Inc.
Attn: Mr. Darcy Taylor, Chief Executive Officer
1850 Eastman Avenue
Oxnard, CA 93030
Telephone: (805) 981-2268

City: City of Oxnard
Housing Director
435 South D Street
Oxnard, CA 93030
Telephone: (805) 385-7404

Notices will be deemed effective upon receipt. Such written notices, demands, and communications will be sent in the same manner to such other addresses as any Party may from time to time designate by notice given in accordance with this Section.

XXIII. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

XXIV. Survival of Representations and Warranties

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

XXV. Time of Essence

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

XXVI. Saturdays, Sundays, and Holidays

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

XXVII. Waiver

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

"HABITAT"

HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

*In accordance with California Corporations Code Section 313, this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporation's Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

"**CITY**"

CITY OF OXNARD,
a municipal corporation of the State of California

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

Exhibit A

Form of Grant Deed

[behind this page]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO AND SEND
TAX STATEMENTS TO:

City of Oxnard
Attn: Ms. Elsa Brown, Development Manager
435 South D Street
Oxnard, CA 93030

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number(s): 222-0-042-110 and 222-0-042-120

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per California Government Code §27383

Exempt from Payment of Documentary Transfer Tax per California Revenue and Taxation Code Section 11922 (Governmental agency acquiring title)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Habitat for Humanity, Ventura County, Inc., a California nonprofit public benefit corporation, herein called the "**Grantor**", hereby grants to the City of Oxnard, a municipal corporation of the State of California, herein called the "**Grantee**", the real property described in Attachment 1 attached hereto (collectively, the "**Property**") and incorporated herein by this reference, subject to the existing easements, restrictions, and covenants of record described therein.

The Grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age, or any other protected classification in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale, or lease of the Property on the basis of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age, or any other protected classification of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

A. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

B. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

Notwithstanding the above paragraph, with respect to familial status, the above paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in the above paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

C. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land."

These covenants against discrimination shall remain in effect in perpetuity.

[Signatures on the page to follow]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized as of _____, 2026.

"GRANTOR"

HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Dated: _____, 2026

By: _____
Name: _____
Its: _____
Dated: _____, 2026

*In accordance with California Corporations Code Section 313, this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporation's Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

The Grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

"GRANTEE"

CITY OF OXNARD,
a municipal corporation of the State of California

By: _____
Name: _____
Its: _____
Dated: _____, 2026

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Todd C. Mooney
Principal Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ATTACHMENT 1

LEGAL DESCRIPTION

[behind this page]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN: 222-0-042-110

THAT PORTION OF LOT 15, GARDEN CITY ACRES, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 11, PAGE 104 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 15, DISTANT ALONG SAID NORTHERLY LINE NORTH 89° 53' EAST 292.29 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 15; THENCE CONTINUING ALONG SAID NORTHERLY LINE.

1ST: NORTH 89° 53' EAST 332.30 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 15;
THENCE ALONG THE EASTERLY LINE OF SAID LOT 15;

2ND: SOUTH 0° 01' EAST 69.63 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 15;

3RD: SOUTH 89° 53' WEST 332.30 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH THE EASTERLY LINE OF SAID LOT 15, AND PASSES THROUGH SAID POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE,

4TH: NORTH 0° 01' WEST 69.63 FEET TO THE POINT OF BEGINNING.
EXCEPT ALL WATER PIPES, GATES AND VALVES AND ALL OTHER PROPERTY WHICH BELONG TO OR COMPRISE PORTIONS OF THE IRRIGATION OR WATER SYSTEM USED IN CONNECTION WITH SAID LAND.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT, FOR MOTOR VEHICLE DRIVEWAY PURPOSES, OVER THE NORTHERLY 12 FEET OF LOT 15, GARDEN CITY ACRES, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 11, PAGE 104 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THAT PORTION THEREOF LYING WITHIN THE HEREINBEFORE DESCRIBED PARCEL 1.

PARCEL 3: APN: 222-0-042-120

THE SOUTH 69.63 FEET OF THE NORTH 139.26 FEET OF LOT 15, GARDEN CITY ACRES, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY IN BOOK 11, PAGES 104 AND 105 OF MAPS. TOGETHER WITH AN UNDIVIDED ONE-SIXTIETH (1/60TH) INTEREST IN AND TO THE WELL AND WATER SYSTEM NOW INSTALLED IN SAID TRACT WITH THE RIGHT TO GO UPON THE LANDS UPON WHICH SAID WELL AND WATER SYSTEM ARE LOCATED FOR THE PURPOSE OF OPERATING SAME AND TAKING WATER THEREFROM.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2026, from HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California nonprofit public benefit corporation, to the CITY OF OXNARD, a municipal corporation of the State of California (the "**Grantee**"), is hereby accepted by the undersigned officer on behalf of the City Council of the City of Oxnard pursuant to authority conferred by the City Council through Resolution No. _____ adopted on _____, _____, and the Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

CITY OF OXNARD,
a municipal corporation of the State of California

By: _____
Name: _____
Its: _____
Dated: _____, 2026

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Todd C. Mooney
Principal Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Acquisition of Vacant Real Property Located at 5230 Cypress Road and 5208 Cypress Road and Identified with Assessor Parcel Numbers 222-0-042-120 and 222-0-042-110

Brenda Lopez, Housing Director
Housing Department

City Council
April 7, 2026

CITY OF OXNARD CALIFORNIA

BACKGROUND

1. In 2009, Habitat for Humanity, Ventura County, Inc. (Habitat) acquired two vacant side-by-side properties at 5230 Cypress Rd and 5208 Cypress Rd (the "Property") using two (2) loans ("Original Loan Agreements") totaling $1,060,000 from the former Community Development Commission ("CDC").
2. The Original Loan Agreements required that Habitat develop
   a. three to five single family homes under the terms of the first $300,000 loan agreement (Agreement # A-7202) which provided the funding to acquire the property located at 5208 Cypress Rd, and
   b. four to seven single family homes under the second $760,000 loan agreement (Agreement # A-6940) which provided funding to acquire the property located at 5230 Cypress Rd.

BACKGROUND Cont.

3. In 2012 when the State dissolved the redevelopment agencies, the Original Loan Agreements, including the Promissory Notes and Deeds of Trusts, were reassigned to the City pursuant to the "Supplement to Instrument Confirming Ownership of Commission Assets by Successor Agency" entered into on September 12, 2012 between the City and the Oxnard Community Development Commission Successor.
4. Around 2019, Habitat requested to amend the Loan Agreements and instead develop twenty-eight (28) affordable housing rental units on the site.
5. To date, the design and entitlements for the proposed development has not been completed. Further, except for the original loans from the City, the funding needed to construct the project has not been secured.
6. Considering the amount of time that has lapsed, Habitat has agreed to the proposed Settlement Agreement which allows the City to acquire the Property.

PROPERTY LOCATIONS



DISCUSSION

1. The proposed Resolution approves the Settlement Agreement and Grant Deed for the City to acquire the Property from Habitat for a conveyance payment of one dollar ($1).

   Key terms of the Settlement Agreement include:

   a. In lieu of the City pursuing repayment of the loans and non-judicial foreclosure of the Property, the Parties agree that Habitat shall convey the Property to the City in exchange for the Purchaser's forgiveness of the two promissory notes under the City's Original Loan Agreements for a combined amount of $1,060,000.
   b. The City will pay all transaction fees/related costs necessary to close on the transaction to acquire the Property (estimated cost of up to $10,000).
   c. The City will have the option of terminating the Settlement Agreement if the City disapproves of any exception appearing on title.

DISCUSSION Cont.

2. Following City Council adoption of the Resolution and execution of the Settlement Agreement, escrow will be opened to transfer the Property from Habitat to the City within 90 days.
3. Once acquired by the City, staff will return to Council to seek authorization to surplus the Property following the requirements of the State Surplus Land Act (SLA).
4. As required by the SLA requirements, the Property will first be offered for the development of affordable housing. If no interest is received, or if negotiations do not result in the disposition of the Property, then the Property could be offered for the development of other uses including market-rate housing.
5. If market-rate housing of 10 or more homes were proposed the SLA requires at least 15% of the units reserved for households earning lower income levels (defined as at or below 80% Area Median Income).

ENVIRONMENTAL IMPACT

On April 4, 2024 the Planning Commission adopted Resolution Number 2024-07 which determined that the acquisition of the Property is consistent with the Oxnard 2030 General Plan and is not a "Project" for purposes of CEQA and State CEQA guidelines since the determination does not result in either a direct or physical change to the environment, or a reasonably foreseeable indirect physical change to the environment (CEQA Guidelines Section 158061(b)(3) and Section 15378(b)(5).

FINANCIAL IMPACT

There is sufficient FY 2025-26 Housing Department General Fund (101) operating budget available to fund the costs associated with the acquisition of the Property.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously considered by City Council in Closed Session on February 6, 2024.

RECOMMENDATION

That the City Council adopt a Resolution of the City Council of the City of Oxnard,

1) approving a Settlement Agreement in the amount of one dollar ($1) for the acquisition of unimproved real property located at 5230 Cypress Road and 5208 Cypress Road from current landowner Habitat for Humanity, Ventura County, Inc. and
2) authorizing the Housing Director or designee to execute any and all documents necessary to complete the acquisition.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.6

DATE: April 7, 2026

TO: City Council

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

SUBJECT: Fourth Amendment to Agreement A-8136 with Enterprise Fleet Management.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Fourth Amendment to the Agreement with Enterprise Fleet Management, Inc., increasing the current agreement value by $3,500,000 for a total not to exceed amount of $18,813,000 and extend the term through April 18, 2027, utilizing the Sourcewell contract 030122-EFM for Fleet Management Services that includes vehicle leasing and maintenance management.

(This item did not originate in Committee as it is a continuation from an item previously taken to Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/KOrRC72qY6w

BACKGROUND

The Fleet Services Division of Public Works oversees the management and maintenance of the City's 978 fleet vehicles and equipment, including light, medium, and heavy-duty units, with a total asset value exceeding $60 million as of February 5, 2026. As part of its fleet management responsibilities, Fleet Services assists City departments with the procurement and leasing of vehicles, including developing specifications, coordinating vehicle outfitting, processing lease payments, and authorizing repairs. Individual departments retain responsibility for managing their respective fleet inventories and associated budgets.

In 2012, the City of Oxnard Police Department began leasing vehicles through Enterprise Fleet Management's Lease to Own Program to replace aging vehicles with more efficient ones. The program enables vehicle leasing with terms ranging from 12 to 60 months and includes an option to purchase at the end of the lease. It has allowed City Departments to replace aging, unreliable vehicles that are expensive to repair with new ones featuring updated technology and safety features, while requiring little or no upfront cost and offering reasonable monthly payments.

In June of 2019, the City Council approved a three-year agreement, A-8136, with Enterprise Fleet Management, Inc., to lease vehicles for the Police Department's Investigative Services and Administrative Services Bureaus for an amount not to exceed $675,000, utilizing the Sourcewell contract 060618-EFM. The Sourcewell contract was valid through July 24, 2022.

The First Amendment to the agreement was approved by the City Council in March of 2020, authorizing all City departments to utilize current vehicle replacement funds for leasing or future leasing of vehicles, as well as enrolling all new leased and city-owned vehicles that qualify into Enterprise's Maintenance Management Program, except for emergency vehicles, which are internally serviced by the Fleet Services Division. In addition, the amendment extended the term through December 1, 2025, and increased the agreement value by $3,425,000 for a new contract amount of $4,100,000.

In March of 2022, the City Council approved a Second Amendment to the agreement, increasing the agreement's value by $2,695,000 for a new contract amount of $6,795,000 for the leasing of all Police Department vehicles and expanded the lease program to include patrol cruisers and other support vehicles through the term of the agreement.

In July of 2024, the City Council approved a Third Amendment to the agreement, increasing the agreement's value by $8,518,000 for a new contract amount of $15,313,000 and extending the term through April 18, 2026. The amendment covered monthly lease charges for existing leases, maintenance costs, upfront costs for new leases, and monthly lease charges through the term of the agreement for all City Departments.

Agreement	Council Approval Date	NTE Value	Term Date
Original	June 18, 2019	$675,000	June 30, 2022
First Amendment	March 17, 2020	$4,100,000	December 1, 2025
Second Amendment	March 29, 2022	$6,795,000	December 1, 2025
Third Amendment	July 16, 2024	$15,313,000	April 18, 2026

DISCUSSION

The Enterprise lease agreement enables the City to regularly address its fleet needs with vehicles without incurring the significant upfront capital expense of purchasing them outright. The program also allows the City to avoid the substantial depreciation that typically occurs in the first few years of vehicle ownership. Operationally, the lease program has provided access to newer, safer, and more reliable vehicles. Prior to the implementation of the leasing program, the average fleet age was 14.3 years. Since adopting the leasing program, the average fleet age has been reduced to 11 years, resulting in lower repair and maintenance costs, improved fuel efficiency, reduced vehicle downtime, and safer/reliable vehicles.

In addition, the lease program has enabled the Police Department to maintain a well-balanced and mission-ready patrol fleet. Access to safe, dependable vehicles that can perform reliably in critical and high-risk situations is essential to both officer safety and community protection. The program also provides flexibility to lease a wide range of vehicle configurations to meet operational needs, including gasoline, diesel, and CNG-fueled vehicles, as well as Zero Emission Vehicles (ZEV), such as electric and hydrogen-powered models.

The City currently leases 263 vehicles. Below is a list of the number of vehicles leased by each department/division.

DEPARTMENT/DIVISION	# VEHICLES
311 Program	2
PURCHASING	1
ENGINEERING	10
TRAFFIC ENGINEERING	1
PARKS	17
SPECIAL DISTRICTS	4
STREETS	14
COMMUNITY DEVELOPMENT	8
CODE COMPLIANCE	5
RECREATION	5
WATER	45

WASTEWATER	22
ENVIRONMENTAL RESOURCES	6
IT	2
FACILITIES	13
FLEET SERVICES	1
FIRE	22
POLICE	85
TOTAL	**263**

Leasing vehicles provides several practical advantages that do not maintain a formal capital replacement program. It allows City departments to replace aging, unreliable vehicles that often require frequent and costly repairs with newer models that are more dependable and equipped with modern technology, improved fuel efficiency, and enhanced safety features. This approach helps ensure that staff have access to reliable equipment necessary to perform their duties while minimizing operational disruptions caused by vehicle downtime.

Another key benefit of leasing is that it typically requires little to no upfront capital investment. Instead of large one-time expenditures to purchase vehicles outright, departments can spread costs over predictable and manageable monthly payments. This structure allows departments to maintain and update their fleets while operating within existing operating budgets, which is particularly valuable for agencies without a dedicated capital vehicle replacement fund.

Leasing also provides financial flexibility through the potential use of positive equity during the lease term. At the midpoint of a lease, or at other points when market conditions allow, departments can evaluate whether the vehicle's market value exceeds the remaining payoff amount. If positive equity exists, it may be applied as a lump-sum credit toward a replacement vehicle. Doing so can help reduce the monthly payment on a subsequent lease or purchase, effectively stretching departmental vehicle budgets further and supporting a more consistent replacement cycle.

Finally, leasing supports better long-term fleet management by enabling departments to cycle vehicles out of service before maintenance costs escalate significantly. Regularly introducing newer vehicles into the fleet can improve reliability, reduce maintenance expenses, and maintain compliance with evolving safety and emissions standards.

Leasing also provides a practical pathway for integrating Zero Emission Vehicles (ZEVs) into the City's fleet in accordance with the State mandate requiring the City to reach an additional 18 ZEVs by December 31, 2026. By utilizing leasing, the City can incrementally add ZEVs as vehicles are replaced, allowing departments to transition to cleaner technologies without significant upfront capital costs. This approach supports compliance with State requirements while enabling the City to evaluate vehicle performance, infrastructure needs, and operational suitability as ZEV adoption increases.

While Fleet Services can assist departments in monitoring lease terms, evaluating equity positions, and coordinating replacement vehicles, individual departments remain responsible for managing their budgets, reviewing lease milestones, and making timely decisions regarding their vehicle inventory. This shared approach helps ensure both fiscal accountability and effective fleet management across the organization.

City Purchasing Policy authorizes the use of governmental cooperative contracts for the acquisition of goods, equipment, and contractual services, provided the contracts have been competitively solicited and awarded in compliance with applicable local, State, and federal public procurement laws. Sourcewell administers a cooperative purchasing program that offers competitively solicited contracts for use by government agencies. Enterprise Fleet Management holds a cooperative contract with Sourcewell for Fleet Management Services, which includes vehicle leasing and maintenance management services.

On January 11, 2022, Sourcewell issued RFP #030122, with proposals due on March 1, 2022. Following a formal evaluation process, the Sourcewell Proposal Evaluation Committee recommended awarding the contract to Enterprise

Fleet Management. Contract #030122-EFM became effective on May 4, 2022, for a four-year term scheduled to expire on April 18, 2026, and included an option for one additional one-year extension. On January 21, 2026, Sourcewell and Enterprise Fleet Management mutually exercised the one-year extension, establishing a revised expiration date of April 18, 2027.

The City intends to continue utilizing Sourcewell Contract #030122-EFM for vehicle leasing and maintenance services through April 18, 2027. Accordingly, staff recommends approval of a Fourth Amendment to the City's existing agreement with Enterprise Fleet Management under the active Sourcewell contract. The proposed amendment would increase the contract amount by $3,500,000, for a total not-to-exceed amount of $18,813,000, and extend the term through April 18, 2027, consistent with the expiration of the Sourcewell contract. The additional funding will cover monthly lease payments for existing vehicles, upfront costs and monthly payments for new leases, and associated maintenance expenses for all City departments through the term of the agreement.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this amendment is $3,500,000 for a new not-to-exceed contract value of $18,813,000 with Enterprise Fleet Management, Inc., through April 18, 2027. Funding for this year has been programmed in the Adopted Fiscal Year 2025-26 budget from various departments. Fiscal Year 2026-27 allocations will be requested during the annual budget process. Estimated costs are itemized below.

Current Lease Payments	$2,000,000
FY 2026-27 New Lease Payments	$400,000
FY 2026-27 New Lease Upfront Costs	$800,000
FY 2026-27 Maintenance Costs	$300,000
TOTAL	**$3,500,000**

COMMITTEE OUTCOME

This item did not originate in Committee as it is a continuation from an item previously taken to Council.

Prepared by: Brian Yanez, Assistant Public Works Director, Jose Arreola, Fleet Services Manager

ATTACHMENTS

1. A-8136 Fourth Amendment
2. Agreement A-8136 Original, 1st , 2nd, and 3rd Amendments
3. Sourcewell - Enterprise Fleet Contract 030122
4. Presentation

FOURTH AMENDMENT TO VEHICLE LEASE AGREEMENT

This Fourth Amendment ("Fourth Amendment") to the Vehicle Lease Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and Enterprise Fleet Management, Inc. ("Vendor"). This Fourth Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor. The Agreement previously has been amended on March 17, 2020, by a First Amendment, on March 29, 2022 by a Second Amendment, and on July 17, 2024, by a Third Amendment.

WHEREAS, the City and Enterprise Fleet Management, Inc. entered into an agreement on July 1, 2019, for services ("Agreement"); and

WHEREAS, the Parties desire to ensure continuity of the Services without interruption and to maintain an orderly transition and uninterrupted performance during the extended period of need; and

WHEREAS, the Parties further desire to extend the Term of the Agreement for an additional period as specified in this amendment (the "Amendment") in order to allow Vendor to continue providing the Services on the same general terms and conditions, except as expressly modified by this Amendment; and

WHEREAS, the Parties acknowledge that, to support the intended continuation of the Services during the extended Term, it is necessary and appropriate to increase the Not-to-Exceed Amount by the additional amount specified in this Amendment, so that the Agreement has sufficient authorized funding capacity for Services performed and properly invoiced in accordance with the Agreement as amended; and

WHEREAS, the Agreement has been previously amended, including a Third Amendment, which extended the term of the Agreement through April 18, 2026 and increased the not-to-exceed amount to $15,313,000.00; and

WHEREAS, Section 4 of the Agreement establishes the term of the Agreement, and the City and Enterprise Fleet Management, Inc. now desire to further amend Section 4 to extend the term of the Agreement through April 18, 2027; and

WHEREAS, the City and Enterprise Fleet Management, Inc. further desire to amend the Agreement to increase the not-to-exceed amount from $15,313,000.00 to $18,813,000.00 to accommodate the extended term and continued services; and

WHEREAS, except as expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree to amend the Agreement as set forth in this Fourth Amendment.

City and Vendor agree as follows:

1. In Section 4 of the Agreement (Term of the Agreement) the expiration date of "April 18, 2026" is hereby replaced with "April, 18, 2027."

2. In section 6 of the Agreement (Compensation), the amount "$15,313,000.00" is hereby replaced with "$18,813,000.00."

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

☐Luis A. Mc Arthur, Mayor[1] Date

☐Libertad Macias, Purchasing Agent [2]

ENTERPRISE FLEET MANAGEMENT, INC.

John Mills, Vice President Date

Michael Gerges, VP of Finance [3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

3 The City requires the following for any contract:

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

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

Agreement No. A-8136

VEHICLE LEASING AGREEMENT

THIS VEHICLE LEASING AGREEMENT ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 1st Day of July, 2019 by and between the City of Oxnard, a municipal corporation ("**City**"), and Enterprise Fleet Management Inc., A Missouri Corporation ("**EFM**").

WHEREAS, City desires to lease vehicles from Lessor, and Lessor desires to provide vehicles as described in this Agreement to City on the terms and conditions set forth in this Agreement; and

WHEREAS, EFM represents that EFM and/ or EFM's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Coordination of Vehicle Leasing Services

All services are to be coordinated with the City Manager or designated Department Head ("Manager") or designee of the City Manager or Manager and shall be performed under the general direction of the City Manager or Manager.

2. Permits. Licenses, Certificates

EFM, at EFM's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of vehicle leasing services under this Agreement, including a City business license.

3. Scope of Services

The scope and specific terms of the services to be provided by EFM to City are detailed in the Master Equity Lease Agreement (Exhibit A), Indemnity Agreement (Exhibit B), and Self-Insurance Addendum (Exhibit C) of the same date, attached hereto and incorporated herein by reference.

4. Term of Agreement

This Agreement shall begin on July 1, 2019 and to expire on June 30, 2022.

5. Termination

This Agreement may be terminated by City if Manager notifies EFM, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar

COUNCIL APPROVED
6-18-2019 H-7
DATE

days from the date of mailing of such notice. City agrees to pay EFM in full for all amounts due EFM as of the effective date of termination.

This Agreement may be terminated by Lessor if Lessor notifies Manager, in writing, of Lessor's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of mailing of such notice.

6. Compensation

City agrees to pay EFM in an account not to exceed $675,000 for services provided under the agreements at rates provided in the vehicle lease schedule.

EFM shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

If any sales tax is due for vehicle leasing services performed by EFM, EFM shall pay the sales tax on behalf of Lessee.

7. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by EFM in performing vehicle leasing services under this Agreement. All expenses incidental to the performance of vehicle leasing services under this Agreement shall be borne by the EFM, including, but not limited to rent, vehicle, and travel, and entertainment and promotion, general liability and health insurance, worker's compensation insurance, and all compensation benefits of employees or agents engaged by consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided under this Agreement, including, but not limited to any personal property used by employees and agents of Consultants in performance of such services.

8. Non-Appropriation of Funds

Payments to be made to Lessor by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the point of conclusion of the last fiscal year in which the City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

9. Maintenance and Inspection of Records

EFM agrees that City or its auditors shall have access to and the right to audit and reproduce any of EFM's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. EFM shall

maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by the City. EFM agrees to 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.

10. Independent Contractor

City and EFM agree that in performance of the vehicle leasing services, EFM shall be, and is, an independent contractor, and that the EFM and its employees are are not employees of City. EFM has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting EFM.

11. Consultant Not Agent

Except as Manager may specify in writing, EFM, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

12. Severability

City and EFM agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

13. Arbitration

EFM and City agree that in the event of any dispute with regard to the provision of this Agreement, the vehicle leasing services rendered or the amount paid to the EFM, the dispute may be submitted to arbitration upon the mutual agreement of parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

14. Expenses of Enforcement

EFM and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

15. Order of Precedence

In the event of a conflict between any payment (excluding the not to exceed limit), scope of service or warranty terms found in this Agreement and any of the exhibits attached hereto, the order of precedence is as follows:

A. Master Equity Lease Agreement (Exhibit A), Indemnity Agreement (Exhibit B), and Self-Insurance Addendum (Exhibit C).

B. This instrument.

16. Authority to Execute

City acknowledges that the person executing this Agreement has been duly authorized by City Council to do so on behalf of City.

EFM acknowledges that the person executing this Agreement has been duly authorized by EFM to do so on behalf of EFM.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on March 22, 2019

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

ENTERPRISE FLEET MANAGEMENT, INC.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

FOR

Stephen M. Fischer, City Attorney

[1] 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;

EXHIBIT A

Master Equity Lease Agreement

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 1st of July 2019, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee")

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. **RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date preceedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. **USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses fees, charges, fines, tickets penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration delivery purchase, sale rental, use or operation of the Vehicles during the Term If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental treated as an initial charge or otherwise charged to Lessee Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles Any alterations, additions except for police radios replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s)

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE S PURPOSE LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. . Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement, and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor Servicer any other agent of Lessor and their respective successors and assigns from and against any and all losses damages liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform any term, provision or covenant of this Agreement, or as a result of any loss, damage theft or destruction of any Vehicle or related to or arising out of or in connection with the use operation or condition of any Vehicle, The provisions of this Section 12 shall survive any expiration or termination of this Agreement

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter , upon escort from Lessee, into or upon any building or place where any Vehicle is located Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor Servicer or any other agent of Lessor to Lessee, (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor), (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms provisions or conditions contained in any such guaranty, (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc or any direct or indirect subsidiary of The Crawford Group Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the

obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, with ten (10) days written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right, under escort from Lessee, to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including to the extent permitted by applicable law, all costs and expenses including court costs and reasonable attorneys' fees and expenses incurred by Lessor Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0 00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence), and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity A termination of this Agreement shall occur only upon written notice by Lessor to Lessee Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative

15. **ASSIGNMENTS:** Lessor may from time to time assign pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity Lessee agrees upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason

Without the prior written consent of Lessor, Lessee may not assign sublease transfer or pledge this Agreement any Vehicle or any interest in this Agreement or in and to any Vehicle or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor

16. **MISCELLANEOUS:** This Agreement may only be amended or modified by an instrument in writing executed by both parties The parties shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by the waiving party and then only to the extent therein set forth. A waiver by either party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which the party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid Lessee will promptly notify Lessor of any change in Lessee's address This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law All of the representations, warranties covenants agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several

17. **SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives successors and assigns, and will inure to the benefit of Lessor Servicer, any other agent of Lessor and their respective successors and assigns This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles)

18. **NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. **NON-APPROPRIATION:** Payments to be made to Lessor by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

20. **TERMINATION:** Lessee reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement. This paragraph shall not be construed to mean that Lessee will lease from or buy like-kind services from another provider based on a non-appropriation of funds.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Master Equity Lease Agreement as of the 1st day of July, 2019.

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion

Michelle Ascencion, City Clerk

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

ENTERPRISE FLEET MANAGEMENT, INC.

Kevin Morrissey, Vice President Fleet Management

Steve Usselmann

Steve Usselmann, Sr. VP, Office of Finance

[1] 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,

EXHIBIT B

Indemnity Agreement

INDEMNITY AGREEMENT

This Agreement is entered into as of the 1st of July, 2019, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Oxnard.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Oxnard from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Oxnard may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Oxnard and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Oxnard have executed this Indemnity Agreement as of the day and year first above written.

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[1] 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;

EXHIBIT C
Self Insurance Addendum

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)

This Addendum is made to the Master Equity Lease Agreement dated the 1st of July, 2019, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

In accordance with the California Government Code Section 989 and 990, the Lessee is required to have self-insurance coverage.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[1] 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;

EXHIBIT INS-[1]

INSURANCE REQUIREMENTS

ACORD

EVIDENCE OF PROPERTY INSURANCE

ISSUE DATE (MM/DD/YYYY): 07/03/2018

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

PRODUCER

ALLIANT INSURANCE SERVICES, INC.
P.O. BOX 6450
NEWPORT BEACH, CA 92658-6450
PH (949) 756-0271 / FAX (949) 756-2713
LICENSE NO. 0C36861

CODE: SUB-CODE:

COMPANY

VARIOUS PER ATTACHED SCHEDULE 02

INSURED

ALLIANT PROPERTY INSURANCE PROGRAM (APIP) MEMBER
CITY OF OXNARD
ATTN MIKE MORE
FINANCIAL SERVICES MANAGER
300 WEST THIRD STREET
OXNARD, CA 93030

LOAN NUMBER:

PRIMARY LAYER POLICY NUMBER: 017471590/05-02

EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	CONT UNTIL TERMINATED IF CHECKED
07/01/18	07/01/19	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION / DESCRIPTION

AS RESPECTS MASTER EQUITY LEASE AGREEMENT DATED JULY 1, 2016 BY AND BETWEEN ENTERPRISE FM TRUST AND THE CITY OF OXNARD INCLUDING VARIOUS SCHEDULES AND ADDENDA

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE EXCLUDING EARTHQUAKE AND FLOOD PER SCHEDULE ON FILE WITH COMPANY COVERAGE INCLUDES REAL AND PERSONAL PROPERTY, RENTAL INCOME INCLUDING BOND REVENUE REQUIREMENTS, BUSINESS INTERRUPTION, EXTRA EXPENSE AND ALL EXTENSIONS AND SUBLIMITS OF COVERAGE AS SHOWN ON MANUSCRIPT POLICY FORM REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO POLICY PROVISIONS VEHICLES IF PURCHASED ARE SUBJECT TO ACTUAL CASH VALUE (ACV) OR REPLACEMENT COST PER POLICY PROVISIONS	$500,000,000 LOSS LIMIT PER OCCURRENCE BOILER & MACHINERY $100,000,000	SEE BELOW

THE POLICIES OF INSURANCE LISTED ABOVE 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 EVIDENCE OF PROPERTY INSURANCE 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 SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

REMARKS (Including Special Conditions)

DEDUCTIBLES
ALL RISK: $50,000

VEHICLES
$25,000 COMPREHENSIVE AND COLLISION

OTHER
$25,000 CONTRACTOR EQUIPMENT

BOILER & MACHINERY
$10,000 –HIGHER DED APPLY BASED ON SPECIFIC OBJECT/SIZE/PERIL

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.

ADDITIONAL INTEREST

NAME AND ADDRESS

ENTERPRISE FLEET MANAGEMENT
5805 SEPULVEDA BLVD , STE. 710
SHERMAN OAKS, CA 91411

NATURE OF INTEREST

☐ MORTGAGEE ☐ ADDITIONAL INSURED

☒ LENDER'S LOSS PAYABLE ☐ (OTHER)

SIGNATURE OF AUTHORIZED AGENT OF COMPANY

CA

Enterprise

FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day July, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of July, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Oxnard ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions except for police radios, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

Section 11, the following paragraph of the Master Equity Lease Agreement is amended to read as follows:

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Enterprise
FLEET MANAGEMENT

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter, upon escort from Lessee, into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14, second paragraph, of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, with ten (10) days written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right, under escort from Lessee, to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement may only be amended or modified by an instrument in writing executed by both parties." The parties shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by the waiving party and then only to the extent therein set forth. A waiver by either party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which the party would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Enterprise

FLEET

Section 17 of the Master Equity Lease Agreement is amended to read as follows

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

The following paragraphs are added to the end of the Master Equity Lease Agreement:

Non-Appropriation: Payments to be made to Lessor by City for vehicle leasing 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 Lessor's vehicle leasing services beyond the current fiscal year, this Agreement shall cover payment for Lessor's vehicle leasing services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

Termination: Lessee reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement. This paragraph shall not be construed to mean that Lessee will lease from or buy like-kind services from another provider based on a non-appropriation of funds.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of July, 2019

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise FM Trust (Lessor)
By Enterprise Fleet Management, Inc its attorney-in fact

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)

This Addendum is made to the Master Equity Lease Agreement dated the 1st of July, 2019, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

In accordance with the California Government Code Section 989 and 990, the Lessee is required to have self-insurance coverage.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

CITY OF OXNARD

Tim Flynn 6/18/19

Tim Flynn, Mayor

Enterprise Fleet Management, Inc.

Kevin Morrissey, Vice President Fleet Management

ATTEST:

Michelle Ascencion, City Clerk

Steve Usselmann, Sr. VP, Office of Finance

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

[1] 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;

FIRST AMENDMENT TO VEHICLE LEASING AGREEMENT

This First Amendment ("First Amendment") to the vehicle leasing agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 17th day of March, 2020 by and between the City of Oxnard, a municipal corporation ("City"), and Enterprise Fleet Management, Inc. ("EFM"). This First Amendment amends the Agreement entered into on July 1, 2019 by City and EFM.

City and EFM agree as follows:

1. Section 3 of the Agreement (Scope of Services) is hereby deleted and replaced with the following:

> "The scope and specific terms of the services to be provided by EFM to City are Detailed in the Master Equity Lease Agreement (Exhibit A), Maintenance and Fleet Rental Agreement (Exhibit A-1), List of Maintenance and Repair Facilities (Exhibit A-2), Indemnity Agreement (Exhibit B) and Self-Insurance Addendum Agreement (Exhibit C) of the same date, attached hereto and incorporated herein by reference."

2. In Section 4 of the Agreement (Term of the Agreement), the expiration date of "June 30, 2022," is hereby replaced with "December 1, 2025."

3. In Section 6 of the Agreement (Compensation), the amount "$675,000" is hereby replaced with "$4,100,000."

4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
3/17/2020 #4(1)
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

Tim Flynn 3/17/20
Date

- [x] Tim Flynn, Mayor[1]
- [ ] Alexander Nguyen, City Manager
- [ ] Lisa Boerner, Purchasing Manager
- [ ] _____, Buyer

ATTEST:

Michelle Ascencion 3/18/2020
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

1-31-2020
Stephen M. Fischer, City Attorney (always required) Date

ENTERPRISE FLEET MANAGEMENT, INC.

2/20/2020
Kirk Ayers, Vice President Fleet Management[2] Date

2-10-2020
Joseph Kraichley, AVP, Fleet Management Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

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

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

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

EXHIBIT A-2
LIST OF MAINTENANCE AND REPAIR FACILITIES

The following is a list of authorized maintenance and repair facilities agreed upon mutually by City and EFM. This list may be updated as needed during the duration of the Agreement.

1. OXNARD FIRESTONE
   321 S Oxnard Boulevard
   Oxnard, California 93030
   Telephone: 805-483-2295

2. MEKANIKS PLUS CAR CARE CORNER
   632 Pacific Avenue
   Oxnard, California 93030
   Telephone: 805-487-8559

3. HIGH TECH AUTO REPAIR INC
   311 E. Wooly Road
   Oxnard, California 93030
   Telephone: 805-385-2469

4. JIFFY LUBE # 3098
   611 S Rose Avenue
   Oxnard, California 93030
   Telephone: 805-486-5655

5. PEP BOYS
   939 S Oxnard Boulevard
   Oxnard, California 93030
   Telephone: 805-486-6387

6. VELOCITY TRUCK CENTER
   2501 Camino Del Sol
   Oxnard, California 93030
   Telephone: 805-983-2408

7. JIFFY LUBE # 1575
   101 W. Esplanade Drive
   Oxnard, California 93036
   Telephone: 805-278-9931

8. AMERICA'S TIRE
   2320 E Vineyard Avenue
   Oxnard, California 93036
   Telephone: 805-983-4506

9. MOUNTAIN VIEW TIRE AND SERVICE
   2341 East Vineyard Avenue
   Oxnard, California 93036
   Telephone: 805-485-6744

10. VISTA FORD OF OXNARD QUICK LANE
    1501 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-983-6512

11. DCH TOYOTA OF OXNARD
    1631 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-988-2300

12. MERCDES OF OXNARD
    1511 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-604-6500

13. TEAM NISSAN
    1801 Auto Center Drive
    Oxnard, California 93036
    Telephone: 805-485-8517

14. CROWN DODGE CHRYSLER JEEP
    6300 King
    Ventura, California 93003
    Telephone: 805-656-6669

15. DONAHUE TRUCK CENTERS
    6551 Ventura Boulevard
    Ventura, California 93003
    Telephone: 805-981-0000

16. ASSOCIATED TIRES & BRAKES
    6353 Ventura Boulevard #26
    Ventura, California 93003
    Telephone: 805-654-1355

17. ASSOCIATED TIRE
    6353 Ventura Boulevard
    Ventura, California 93003
    Telephone: 805-656-2049

18. JJ's SMOG CHECK
    1281 S Oxnard Boulevard
    Oxnard, California 93030
    Telephone: 805-982-9073

19. PARKHOUSE TIRE
    663 Maulhardt Avenue
    Oxnard, California 93030
    Telephone: 805-604-0461

20. ALEXANDER BUICK GMC CADILAC
1600 Auto Center Drive
Oxnard, California 93030
Telephone: 805-988-2200

21. MIDAS AUTO SERVICE EXPERTS 1309
5415 N Oxnard Boulevard
Oxnard, California 93030
Telephone: 805-983-0821

22. DANIELS TIRE SERVICE
1040 Commercial Avenue
Oxnard, California 93030
Telphone: 805-487-0453

23. WINSTON TIRE
955 S A Street
Oxnard, California 93030
Telephone: 805-487-6594

24. MEINEKE CAR CARE #4052
2011 N Oxnard Boulevard
Oxnard, California 93036
Telephone: 805-983-1168

25. BIG BRAND TIRE CO
1313 S Oxnard Boulevard
Oxnard, California 93030
Telephone: 805-487-7883

26. GOLD COAST ASSOCIATES
1313 S Oxnard Boulevard
Oxnard, California 93030
Telephone: 805-486-6381

27. AAMCO
429 N Oxnard Boulevard
Oxnard, California 93030
Telephone: 805983-8100

EXHIBIT A – 1

Enterprise FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM_____ Company_____

8. FEES: EFM will charge the Company for the service under this Agreement $_____ per month per Card, plus a one time set-up fee of $_____.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

Tim Flynn 3/17/20

■ Tim Flynn, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

ENTERPRISE FLEET MANAGEMENT, INC.

2/20/2020

Kirk Ayers, Date
Vice President Fleet Management

2-10-2020

Joseph Kraichley, Date
AVP, Fleet Management

ATTEST:

Michelle Ascencion 3/18/2020

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

1-31-2020

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

Initials: EFM_____ Company_____

SECOND AMENDMENT TO VEHICLE LEASE AGREEMENT

This Second Amendment ("Second Amendment") to the Vehicle Lease Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of March 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Enterprise Fleet Management, Inc. (EFM) ("Vendor"). This Second Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor. The Agreement previously has been amended on March 17, 2020, by a First Amendment.

City and Vendor agree as follows:

1. In Section 6 of the Agreement (Compensation), the amount of "$4,100,000" is hereby replaced with "$6,795,000".

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
03-29-2022 J4
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

3-29-22

☒ John C. Zaragoza, Mayor Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Patricia Garcia, Buyer

ENTERPRIES FLEET MANAGEMENT, INC. (EFM)

1/26/22

John Mills Date
Vice President, EFM

1/25/22

Michael Gerges Date
Finance Director, EFM

ATTEST:

R. Chaparro 3/29/22

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

APPROVED AS TO FORM:

1/13/22

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

THIRD AMENDMENT TO VEHICLE LEASE AGREEMENT

This Third Amendment ("Third Amendment") to the Vehicle Lease Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 17th day of July, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Enterprise Fleet Management, Inc. (EMF) ("Vendor"). This Third Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor. The Agreement previously has been amended on March 17, 2020, by a First Amendment, and on March 29, 2022, by a Second Amendment.

City and Vendor agree as follows:

1. In Section 4 of the Agreement (Term of the Agreement) the expiration date of December 1, 2025"is hereby replaced with: "April 18, 2026"

2. In Section 6 of the Agreement (Compensation) the amount of "$6,795,000"is hereby replaced with: "$15,313,000"

3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
7/16/24 K.3
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

☒John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent[2]

ENTERPRISE FLEET MANAGEMENT, INC.

John Mills, Vice President Date

Michael Gerges, VP of Finance[3] Date

ATTEST:

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

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.
[3] The City requires the following for any contract:

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

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

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

_____ _____
☒John C. Zaragoza, Mayor[1] Date
☐Jennifer Yates, Purchasing Agent[2]

ATTEST:

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

APPROVED AS TO FORM:

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

ENTERPRISE FLEET MANAGEMENT, INC.

DocuSigned by:
_____ June 12, 2024
5C7624F96EAB4E8...
John Mills, Vice President Date

DocuSigned by:
_____ June 12, 2024
F5DF5F97A78D4A7...
Michael Gerges, VP of Finance[3] Date

[1] The City Council must authorize and the Mayor must execute any agreement over $200,000.
[2] The Purchasing Agent may execute any authorized agreement up to $200,000.
[3] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

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Sourcewell

Solicitation Number: RFP #030122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

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

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

1. TERM OF CONTRACT

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

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. WARRANTY. Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

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

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

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or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

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Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Intentionally omitted.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Intentionally omitted.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

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covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

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

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

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

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

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

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

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

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

22. CANCELLATION

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

Sourcewell	Enterprise Fleet Management, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Dain Giesie EFC279C1DE8D465...
By: _____	By: _____
Jeremy Schwartz	Dain Giesie
Title: Chief Procurement Officer	Title: Vice President
Date: 5/4/2022 | 9:11 AM CDT	Date: 5/4/2022 | 2:58 PM CDT

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Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
5/4/2022 | 3:23 PM CDT
Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name:	Enterprise Fleet Management, Inc.
Does your company conduct business under any other name? If yes, please state:	MO
Address:	600 Corporate Park Dr. St. Louis, MO 63050
Contact:	Dain Giesie
Email:	Dain.E.Giesie@efleets.com
Phone:	314-274-5428
Fax:	314-274-5428
HST#:	43-1697807

Submission Details

Created On:	Tuesday February 01, 2022 10:13:18
Submitted On:	Tuesday March 01, 2022 16:13:51
Submitted By:	Dain Giesie
Email:	Dain.E.Giesie@efleets.com
Transaction #:	53316618-72bf-4ca3-ad36-3ffb0fdf4609
Submitter's IP Address:	4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis. In 1992, Enterprise surpassed $1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets. In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings. Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of $23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world. Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard…and we reward hard work. Great things happen when we listen…to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open. Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.
11	What are your company's expectations in the event of an award?	Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution. It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry. Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.
13	What is your US market share for the solutions that you are proposing?	Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	o Alberta Corporate License number: 2116040300 o Saskatchewan Corporate License number: 101184133 o Manitoba Corporate License number: 6262881 o GST number: 82540 4205 RT0001: o Saskatchewan PST number: 2476059 o Manitoba PST number: 82540 4205 MC0001	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)	*
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcewell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541	*
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631	*
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams. Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include: Fleet Management Director • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. Fleet Strategy Manager • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days Finance Manager • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. Account Executive • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs Area Sales Manager • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed Client Strategy Manager • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters Account Fleet Coordinator • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory. Vehicle Delivery Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under $150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment. This is what we expect from our CD dealers: • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	Call Center Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates. Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week. The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests. Supplier Network Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey. Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions. We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Service Quality index (SQi) is an industry leading metric that is core to Enterprise values. Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Customer Service Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow. Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace: • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard…and we reward hard work. • Great things happen when we listen…to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.	*

41	Describe any technological advances that your proposed products or services offer.	Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for. Customer Website – Complete oversight on entire fleet and individual vehicles • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle Annual Client Review – Identify and lower costs • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs Fleet Planning Toolkit – The right vehicles at the right cost • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles Auto Integrate – Minimize downtime • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise Mobile App – Convenience for drivers • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows: Vehicle Cycling/Fleet Optimization Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling. In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points. Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs. Carbon Reporting and Offsets Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program. Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass. TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

• being built on previously developed land to reduce the impact on virgin ground.
• installing low-flow fixtures that reduce the building's water use by 46 percent.
• using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
• recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options. *

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

• promote the viability of mobility and alternative fuels.
• increase access to fuel-efficient vehicles.
• improve the resource efficiency of our operations.
• minimize waste throughout the lifecycle of our vehicles.
• minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
• support causes that improve the quality of life in local communities.
• enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

• Carbon Offsets
• Duty of Care
• Supplier Code of Conduct
• Human Rights
• Safety Recalls
• Workplace Ethics
• Employment and Equal Opportunity
• Founding Values
• Privacy and Safe Harbor
• Subsidiaries and Franchisees

Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

• Managing Materials Responsibly
• Recycling Windshields
• Prioritizing Fuel Efficiency
• Renewing License Plates
• Using Water-Based Paints
• Re-Refining Oil and Recycling Filters
• Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth. Good Faith Plan Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training. Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE) • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition: • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: • Convenience: Card accepted at more than 180,000 U.S. locations • Security: Cards with driver identification issued to the driver assigned to the vehicle • Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: • Review transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: • Safety: Breakthrough accident detection, safer driving behavior, in-	

		vehicle driver coaching • Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs • Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring • Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health • Compliance: Accurate HOS and/or IFTA reporting Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution. Full Maintenance Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern. • Monthly cost is fixed for the term of the vehicle • Coverage is available up to 100,000 miles • Covers all routine services recommended by the manufacturer • Covers all unexpected repairs (not related to damage or neglect) • 24/7 roadside assistance and towing is included • Brakes, tires, and loaner vehicles can be included • Windshield repair, fueling service, and other miscellaneous items are available • Sourcewell can set up and send automatic service reminders through Enterprise's website Maintenance Management With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee. Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQi feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include: • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms Payment terms are Net 30. Payment Enterprise offers several payment options to our clients: • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs. Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance. • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. Open-Ended Lease Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by: • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow. The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application. Lease Terms Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.	*

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond. Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment. Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs. We have uploaded our pricing materials as instructed.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be $36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be $31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed. For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $60 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) $275 acquisition fee plus (+) courtesy delivery fee (variable $150-$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) $60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees $150-$450 depended on Delivery Location Plus (+) $275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. $60-$90) per month per vehicle	Pricing on average is $60-$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	$6 per month card fee per vehicle plus cost of service and parts	$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US $400.00 Canada $495.00	US $400.00 Canada $495.00	*
80	Lease Termination Fee	$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $395.00 (“Service Fee”) plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.	*
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.	*
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is $125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.	*

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

Line Item	Question	Response *	
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including: • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs	*
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition. As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes: • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle: • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

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

ine Item	Cate or or T pe	Offered	Comments	
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	(•) Yes ( ) No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.	*
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	(•) Yes ( ) No	Through our Fleet Management programs we are able to offer all of these services.	*
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	(•) Yes ( ) No	Through our Fleet Management programs we are able to offer all of these services.	*
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	(•) Yes ( ) No	Through our Fleet Management programs we are able to offer all of these services.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

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

- Pricing - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- Financial Strength and Stability - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- Marketing Plan/Samples - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- WM8E/M8E/S8E or Related Certificates - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- Warranty Information - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- Standard Transaction Document Samples - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- Upload Additional Document - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

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

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	☑	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	☑	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	☑	1

Docusign Envelope ID: F0992A11-F06B-470F-9480-3C2EE5DD37EB

CONTRACT EXTENSION

Contract Number: 030122-EFM

Sourcewell 202 12th Street Northeast Staples, MN 56479	and	Enterprise Fleet Management, Inc. 600 Corporate Park Drive St. Louis, MO 63105
(Sourcewell)		(Supplier)

have entered into Contract Number: 030122-EFM for the procurement of:
Fleet Management Services

The Contract has an expiration date of 2026-04-18 , but the parties may extend the Contract by mutual consent.

Sourcewell and Supplier acknowledge that extending the Contract benefits the Supplier, Sourcewell and Sourcewell's Participating Entities. Supplier and Sourcewell agree to extend the Contract listed above for an additional period, with a new contract expiration date of 2027-04-18. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell	Enterprise Fleet Management, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: William J. Dobosz D402067331DF4B9...
Authorized Signature	Authorized Signature
Jeremy Schwartz	William J. Dobosz
Name	Name
Chief Operating and Procurement Officer	Assistant Vice President of Business Development
Title	Title
1/21/2026 | 10:41 AM CST	1/21/2026 | 9:01 AM PST
Date	Date

Fourth Amendment to Agreement A-8136 with Enterprise Fleet Management

City Council
April 7, 2026

Jose Arreola
Fleet Services Division Manager

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council approve and authorize the Mayor to execute a Fourth Amendment to the Agreement with Enterprise Fleet Management, Inc., increasing the current agreement value by $3,500,000 for a total not to exceed amount of $18,813,000 and extend the term through April 18, 2027, utilizing the Sourcewell contract 030122-EFM for Fleet Management Services that includes vehicle leasing and maintenance management.

BACKGROUND

- The Fleet Services Division of Public Works oversees the management and maintenance of the City's 978 fleet vehicles and equipment, including light, medium, and heavy-duty units, with a total asset value exceeding $60 million as of February 5, 2026

- As part of its fleet management responsibilities, Fleet Services assists City departments with the procurement and leasing of vehicles, including developing specifications, coordinating vehicle outfitting, processing lease payments, and authorizing repairs

- Individual departments retain responsibility for managing their respective fleet inventories and associated budgets

BACKGROUND

- In 2012, the City of Oxnard Police Department began leasing vehicles through Enterprise Fleet Management's Lease to Own Program to replace aging vehicles with more efficient ones

- The program enables vehicle leasing with terms ranging from 12 to 60 months and includes an option to purchase at the end of the lease

- It has allowed City Departments to replace aging, unreliable vehicles that are expensive to repair with new ones featuring updated technology and safety features, while requiring little or no upfront cost and offering reasonable monthly payments

BACKGROUND

- In June of 2019, the City Council approved a three-year agreement, A-8136, with Enterprise Fleet Management, Inc., to lease vehicles for the Police Department's Investigative Services and Administrative Services Bureaus for an amount not to exceed $675,000, utilizing the Sourcewell contract 060618-EFM

- The Sourcewell contract was valid through July 24, 2022

- The First Amendment to the agreement was approved by the City Council in March of 2020, authorizing all City departments to utilize current vehicle replacement funds for leasing or future leasing of vehicles, as well as enrolling all new leased and city-owned vehicles that qualify into Enterprise's Maintenance Management Program, except for emergency vehicles, which are internally serviced by the Fleet Services Division

BACKGROUND

- In addition, the amendment extended the term through December 1, 2025, and increased the agreement value by $3,425,000 for a new contract amount of $4,100,000

- In March of 2022, the City Council approved a Second Amendment to the agreement, increasing the agreement's value by $2,695,000 for a new contract amount of $6,795,000 for the leasing of all Police Department vehicles and expanded the lease program to include patrol cruisers and other support vehicles through the term of the agreement

BACKGROUND

- In July of 2024, the City Council approved a Third Amendment to the agreement, increasing the agreement's value by $8,518,000 for a new contract amount of $15,313,000 and extending the term through April 18, 2026

- The amendment covered monthly lease charges for existing leases, maintenance costs, upfront costs for new leases, and monthly lease charges through the term of the agreement for all City Departments

DISCUSSION

- The Enterprise lease agreement enables the City to regularly address its fleet needs with new vehicles without incurring the significant upfront capital expense required to purchase them outright

- The program also allows the City to avoid the substantial depreciation that typically occurs in the first few years of vehicle ownership

- Operationally, the lease program has provided access to newer, safer, and more reliable vehicles

- Prior to the implementation of the leasing program, the average fleet age was 14.3 years

DISCUSSION

- Since adopting the leasing program, the average fleet age has been reduced to 11 years, resulting in lower repair and maintenance costs, improved fuel efficiency, reduced vehicle downtime, and safer/reliable vehicles

- In addition, the lease program has enabled the Police Department to maintain a well-balanced and mission-ready patrol fleet

- Access to safe, dependable vehicles that can perform reliably in critical and high-risk situations is essential to both officer safety and community protection

- The program also provides flexibility to lease a wide range of vehicle configurations to meet operational needs, including gasoline, diesel, and CNG-fueled vehicles, as well as Zero Emission Vehicles (ZEV), such as electric and hydrogen-powered models

DISCUSSION

- The City currently leases 263 vehicles

- Below is a list of the number of vehicles leased by each department/division

DEPARTMENT/DIVISION	# VEHICLES
311 Program	2
PURCHASING	1
ENGINEERING	10
TRAFFIC ENGINEERING	1
PARKS	17
SPECIAL DISTRICTS	4
STREETS	14

COMMUNITY DEVELOPMENT	8
CODE COMPLIANCE	5
RECREATION	5
WATER	45
WASTEWATER	22
ENVIRONMENTAL RESOURCES	6
IT	2
FACILITIES	13
FLEET SERVICES	1
FIRE	22
POLICE	85
TOTAL	**263**

DISCUSSION

- Leasing vehicles provides several practical advantages that do not maintain a formal capital replacement program
- It allows City departments to replace aging, unreliable vehicles that often require frequent and costly repairs with newer models that are more dependable and equipped with modern technology, improved fuel efficiency, and enhanced safety features
- This approach helps ensure that staff have access to reliable equipment necessary to perform their duties while minimizing operational disruptions caused by vehicle downtime

DISCUSSION

- Another key benefit of leasing is that it typically requires little to no upfront capital investment

- Instead of large one-time expenditures to purchase vehicles outright, departments can spread costs over predictable and manageable monthly payments

- This structure allows departments to maintain and update their fleets while operating within existing operating budgets, which is particularly valuable for agencies without a dedicated capital vehicle replacement fund

DISCUSSION

- Leasing also provides financial flexibility through the potential use of positive equity during the lease term
- At the midpoint of a lease, or at other points when market conditions allow, departments can evaluate whether the vehicle's market value exceeds the remaining payoff amount
- If positive equity exists, it may be applied as a lump-sum credit toward a replacement vehicle
- Doing so can help reduce the monthly payment on a subsequent lease or purchase, effectively stretching departmental vehicle budgets further and supporting a more consistent replacement cycle

DISCUSSION

- Finally, leasing supports better long-term fleet management by enabling departments to cycle vehicles out of service before maintenance costs escalate significantly

- Regularly introducing newer vehicles into the fleet can improve reliability, reduce maintenance expenses, and maintain compliance with evolving safety and emissions standards

- Leasing also provides a practical pathway for integrating Zero Emission Vehicles (ZEVs) into the City's fleet in accordance with the State mandate requiring the City to reach an additional 18 ZEVs by December 31, 2026

DISCUSSION

- By utilizing leasing, the City can incrementally add ZEVs as vehicles are replaced, allowing departments to transition to cleaner technologies without significant upfront capital costs

- This approach supports compliance with State requirements while enabling the City to evaluate vehicle performance, infrastructure needs, and operational suitability as ZEV adoption increases

- While Fleet Services can assist departments in monitoring lease terms, evaluating equity positions, and coordinating replacement vehicles, individual departments remain responsible for managing their budgets, reviewing lease milestones, and making timely decisions regarding their vehicle inventory

DISCUSSION

- This shared approach helps ensure both fiscal accountability and effective fleet management across the organization

- City Purchasing Policy authorizes the use of governmental cooperative contracts for the acquisition of goods, equipment, and contractual services, provided the contracts have been competitively solicited and awarded in compliance with applicable local, State, and federal public procurement laws

- Sourcewell administers a cooperative purchasing program that offers competitively solicited contracts for use by government agencies

DISCUSSION

- Enterprise Fleet Management holds a cooperative contract with Sourcewell for Fleet Management Services, which includes vehicle leasing and maintenance management services

- On January 11, 2022, Sourcewell issued RFP #030122, with proposals due on March 1, 2022

- Following a formal evaluation process, the Sourcewell Proposal Evaluation Committee recommended awarding the contract to Enterprise Fleet Management

- Contract #030122-EFM became effective on May 4, 2022, for a four-year term scheduled to expire on April 18, 2026, and included an option for one additional one-year extension

DISCUSSION

- On January 21, 2026, Sourcewell and Enterprise Fleet Management mutually exercised the one-year extension, establishing a revised expiration date of April 18, 2027

- The City intends to continue utilizing Sourcewell Contract #030122-EFM for vehicle leasing and maintenance services through April 18, 2027

- Accordingly, staff recommends approval of a Fourth Amendment to the City's existing agreement with Enterprise Fleet Management under the active Sourcewell contract

DISCUSSION

- Proposed amendment would increase the contract amount by $3,500,000, for a total not-to-exceed amount of $18,813,000, and extend the term through April 18, 2027, consistent with the expiration of the Sourcewell contract

- Additional funding will cover monthly lease payments for existing vehicles, upfront costs and monthly payments for new leases, and associated maintenance expenses for all City departments through the term of the agreement

FINANCIAL IMPACT

- Total cost for this amendment is $3,500,000 for a new not-to-exceed contract value of $18,813,000 with Enterprise Fleet Management, Inc., through April 18, 2027

- Funding for this year has been programmed in the Adopted Fiscal Year 2025-26 budget from various departments

- Fiscal Year 2026-27 allocations will be requested during the annual budget process

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.7

DATE: April 7, 2026

TO: City Council

FROM: Michelle McCarron, Assistant City Attorney, 805-385-3937, michelle.mccarron@oxnard.org

SUBJECT: Fireworks Ordinance.

RECOMMENDATION

That the City Council approve and introduce by title only and waive further reading of an ordinance titled:

"ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 7-56 OF ARTICLE III OF CHAPTER 7; REPEALING SECTION 7-147.1 FIREWORKS OF ARTICLE VIII OF CHAPTER 7; AND ADDING ARTICLE XVI OF CHAPTER 7 PERTAINING TO THE REGULATION OF FIREWORKS, PYROTECHNICS AND PRODUCTION EFFECTS; VIOLATIONS TO THE OXNARD CITY CODE."

(The Community Service, Public Safety, Housing and Economic Development Committee approved 2-0 on March 24, 2026.)

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

BACKGROUND

Every year leading up to and including the 4th of July holiday, the City receives over a thousand complaints and requests for services related to the use of fireworks within the City's jurisdiction. In response to numerous complaints from the public received each year during the fireworks season, a comprehensive fireworks ordinance has been prepared by the City Attorney's Office in consultation with the Police and Fire Departments, and the Code Compliance Division, to update enforcement provisions as permitted by state law.

The proposed fireworks ordinance will increase the minimum civil fine for each violation from $1,000 to $2,000 per occurrence. The proposed ordinance also allows for the issuance of misdemeanor citations for fireworks violations. All prohibited fireworks use within the City shall be declared a public nuisance and subject to immediate abatement without notice. All costs associated with abatement will be charged to the responsible person. Specifically, the proposed ordinance prohibits any person from selling, offering for sale, storing, displaying, transporting, possessing, discharging, igniting, or using dangerous fireworks, fireworks and a fireworks kit, including "California safe and sane fireworks" within the City at any time.

The ordinance as proposed does four things. First, it repeals the current fireworks fines set forth in Resolution 15,162. Second, it cleans up the process Council uses to establish fines for violations of Chapter 7 of the City Code. Third, it repeals the current fireworks prohibition in Article VIII, section 7-147.1 Chapter 7 of the City Code. Fourth, it

creates Article XVI in Chapter 7 of the City Code establishing a comprehensive framework regulating fireworks, pyrotechnics, and production effects within the City's jurisdiction.

It is necessary to repeal the current fines in Resolution 15,162 in order to increase the civil penalty amount. By including the civil fines in the ordinance instead of the resolution, the public and a subsequent judicial reviewer will be able to quickly find and determine the appropriate fine amount(s) for each particular violation without having to refer to or search for a separate document. Section 7-56, in Chapter 7 of the City Code, pertaining to nuisances, sets up how the City Council can impose fines and the amounts. When preparing this ordinance, it was determined that a portion of that section was no longer relevant, as paragraphs (C) and (D) of section 7-56 had been moved to other Chapters in the Code and are no longer relevant to the nuisance chapter.

Finally, the remainder of the proposed ordinance creates a comprehensive framework pertaining to fireworks within the City's jurisdiction. The ordinance sets up three pathways to regulate and combat the illicit use of fireworks within the City. First, fireworks violations may be punished through the issuance of a civil citation with a fine of $2,000 per occurrence. Any final citation that is not paid can be turned over to collections or enforced through small claims court. Second, certain fireworks violations may be punished through the issuance of a misdemeanor citation punishable by a fine of $1,000 and/or six months in jail. Third, California safe and sane fireworks violations may be punished through the issuance of an infraction or civil citation, both of which carry a $250 fine per occurrence.

As background and in general, fine amounts for civil citations issued for violations of a city code are also limited to $1000.00 per violation pursuant to California Government Code section 53069.4. There are exceptions to the $1,000 fine limit for certain violations, and fireworks violations are an exception. In a formal opinion, the California Attorney General concluded that cities may enact ordinances regulating fireworks within their jurisdictions, and issue a civil citation and fine amount in accordance with the fine amounts stated in California Health and Safety Code section 12700 pertaining to fireworks. Section 12700 was amended by the Legislature in 2023 to increase the fine amounts to $2,000. Based on this change, the proposed fireworks ordinance will increase civil citation fines to $2,000 in accordance with state law. The fine amount for a misdemeanor violation of a City Code is limited to $1,000, pursuant to California Government Code section 36901. However, the consequences of a misdemeanor citation can be more severe than a civil citation.

The proposed ordinance assists Police, Fire, and the Code Compliance Division in combating fireworks violations, and allows the City Attorney's Office to prosecute misdemeanors of the City Code, rather than the District Attorney's Office for state code violations. The California Health and Safety Code recognizes four categories of fireworks: (1) dangerous fireworks, (2) fireworks, (3) fireworks kit and (4) California safe and sane fireworks. The City's proposed ordinance mirrors the requirements of the state code by prohibiting all types of fireworks in the City, unless fireworks or fireworks kits and other types of pyrotechnic devices to be used in a public display and are done so with a permit and permission from the City's Fire Chief or Fire Marshall, and follow the state and local regulations established for such uses. The following are some examples of dangerous fireworks: firecrackers, sky or bottle rockets, roman candles, M-80s, aerial shells, oversized sparklers, fireworks that explode, go up into the air or move around on the ground. Fireworks Kit and fireworks are described as the components required to create a dangerous firework or a fireworks display and are usually the types of fireworks utilized by licensed professionals for displays and entertainment. Lastly, California safe and sane fireworks are described as small ground-based items, static ground-based items, some handheld items, spinners, fountains, and party poppers.

Below is a chart that lists fireworks-related activity within the City over the last five years. The chart shows a downward trend in fireworks-related activity over the last five years. However, there is still a significant amount of fireworks activity each year.

Fireworks Activity Type	2021	2022	2023	2024	2025
All Fireworks calls for service May 28-July 4	1,084	769	631	858	582
All phone calls to the ECC on July 4th	1,425	1,191	1,201	1,132	964
All 911 calls on July 4th	431	352	420	341	335
All CFS on July 4th	784	676	692	778	653
ALL fireworks disturbance calls for service on July 4th	367	318	393	340	322
All Fireworks Civil Citations issued on 7/4)	**155**	**96**	**43**	**31**	**40**
Total number of citations issued from May 28 - July 4	177	116	54	56	45
Oxnard PD personnel deployed July 4th	73	74	83	88	99
Total amount civil fines assessed	$149,500	$64,350	$43,500	$38,250	$36,250
Number of OFD Service Calls related to fireworks	75	17	15	37	9
Number of Known Fireworks-Related Injuries	11	0	3	1	0
Approximate weight of seized fireworks (in pounds)	250	150	217	1,909	1,400
Number of stores found selling illegal fireworks (Code Compliance)	--	0	--	--	0
Number of stores found selling illegal fireworks (Fire Dept)	--	0	--	1	--

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

(The Community Service, Public Safety, Housing and Economic Development Committee approved 2-0 on March 24, 2026.)

Please click here to view the Measure M pre-recorded presentation video.

Please click here to view the March 24, 2026, Community Services, Public Safety, Housing and Economic Development Committee Meeting recording.

Prepared by: Michelle McCarron, Assistant City Attorney, Andrew Gonzalez, Deputy City Attorney

ATTACHMENTS

1. Proposed Fireworks Ordinance
2. Code Sec. 7-56 Amount
3. Current Fireworks Code Sec. 7-147.1
4. Resolution 15162
5. 2026 Fireworks Ordinance Presentation

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 7-56 OF ARTICLE III OF CHAPTER 7; REPEALING SECTION 7-147.1 FIREWORKS OF ARTICLE VIII OF CHAPTER 7; AND ADDING ARTICLE XVI OF CHAPTER 7 PERTAINING TO THE REGULATION OF FIREWORKS, PYROTECHNICS AND PRODUCTION EFFECTS; VIOLATIONS TO THE OXNARD CITY CODE.

WHEREAS, it is well established that fireworks are dangerous; and

WHEREAS, it is well established that every year children and adults sustain serious injuries as a result of the use of fireworks; and

WHEREAS, fireworks cause severe disturbances to City residents due to the associated noise, danger and other factors; and

WHEREAS, the City has experienced chronic difficulty ensuring compliance with existing fireworks regulations, as fireworks activity and violations of the existing regulations continue to be rampant each Fourth of July season; and

WHEREAS, fireworks also pose a significant risk of bodily injuries and property damage in the City, with numerous severe injuries caused by fireworks in Ventura County every Fourth of July season; and

WHEREAS, fireworks activity can significantly increase the demand on law enforcement, fire protection, and emergency medical services, diverting resources from other critical public safety needs; and

WHEREAS, the City has determined that current City ordinances do not sufficiently deter the use of illegal fireworks in the City; and

WHEREAS, the City has a duty to protect the health, safety and welfare of its citizens from the dangerous effects of illegal fireworks.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

PART 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

PART 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Parts 4, 5, 6 and 7 of this Ordinance to Chapter 7, of the City Code as further described and set forth below.

PART 3. The fine amounts pertaining to fireworks violations listed in the Master Fine Schedule in Resolution 15,162 as adopted by City Council on July 18, 2017, are hereby repealed and superseded by the fine amounts contained in this ordinance. All other fine amounts in Resolution 15,162 shall remain in full force and effect.

PART 4. SECTION 7-56 IN ARTICLE III OF CHAPTER 7 OF THE CITY CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

"**Sec. 7-56. FINE AMOUNTS.**

The amount of the fines imposed for violating provisions of the code shall be in accordance with Section 1-10 of the code or as established in a schedule of fines adopted by resolution of the city council or as established by ordinance and set forth in the code. The schedule of fines may include escalating fine amounts for repeat code violations occurring within specified periods of time. The schedule of fines may specify the amount of interest and penalties owed for any fine not timely paid."

PART 5. SECTION 7-147.1 FIREWORKS IN ARTICLE VIII OF CHAPTER 7 OF THE OXNARD CITY CODE IS HEREBY REPEALED.

PART 6. ARTICLE XVI OF CHAPTER 7 OF THE OXNARD CITY CODE IS TITLED AS FOLLOWS:

"**ARTICLE XVI. REGULATION OF FIREWORKS, PYROTECHNICS AND PRODUCTION EFFECTS; VIOLATIONS."**

PART 7. SECTIONS 7-381 THROUGH 7-389 ARE HEREBY ADDED TO ARTICLE XVI OF CHAPTER 7 OF THE CITY CODE TO READ AS FOLLOWS:

"**Sec. 7-381 DEFINITIONS**

(A) "Fire Chief" shall mean the Fire Chief of the City or their designee.
(B) "Fire Marshal" shall mean the Fire Marshal of the City or their designee.
(C) "Dangerous Fireworks" shall have the meaning set forth in Health and Safety Code section 12505.
(D) "Fireworks" and "Fireworks Kit" shall have the meanings set forth in Health and Safety Code sections 12511, and 12512 respectively.
(E) "Safe and Sane Fireworks" shall have the meaning set forth in Health and Safety Code Section 12529.
(F) "Fire Marshal permit" shall mean a permit issued by the California State Fire Marshal for the public display of fireworks in accordance with the State Fireworks Law.

(G) "Public display of fireworks" shall have the same meaning as Health and Safety Code Section 12524.
(H) "Pyrotechnic operator" shall have the meaning set forth in Health and Safety Code Section 12527.
(I) "State Fireworks Law" shall refer to Health and Safety Code Section 12500 et seq. and Title 19 of the California Code of Regulations, at Division 1, Chapter 6.
(J) "Venue operator" shall mean any person owning, leasing, renting, managing, operating, or otherwise having legal control of the use of any real property, building, lot, site or other venue in the City from which a public display of fireworks is proposed.
(K) "Production Effect" means any pyrotechnic device, pyrotechnic composition or any flammable gas, liquid or combination thereof possessed, stored, used or discharged in connection with a theatrical, motion picture or television production and which is designed to flame, smoke or explode. Production effects also include non-pyrotechnic smoke and fogs.
(L) "Pyrotechnic Composition" shall have the meaning set forth in Health and Safety Code Section 12525.
(M) "Pyrotechnic Device" shall have the meaning set forth in Health and Safety Code Section 12526, but shall not include any emergency signaling device such as a flare when used solely for its intended emergency purpose, any devices used by authorized military personnel, firefighters or peace officers while on duty, or any paper caps which contain less than 0.25 grain pyrotechnic composition per unit load.

Sec. 7-382 CITY WIDE PROHIBITION OF FIREWORKS

(A) It shall be unlawful for any person to sell, offer for sale, store, display, transport, possess, discharge, ignite, or use dangerous fireworks, fireworks and a fireworks kit within the City at any time.
(B) It shall be unlawful for any person to sell, offer for sale, store, display, transport, possess, discharge, ignite or use "California safe and sane fireworks" within the City at any time.

Sec. 7-383 LIABILITY OF PROPERTY OWNER OR LESSEE WHERE AN ILLEGAL USE OF FIREWORKS OCCURS.

Any property owner or lessee of premises from which fireworks are discharged, stored, or sold shall be subject to the same civil liability or criminal penalty that may be imposed by the City's fireworks regulations on the person selling, offering to sell, displaying, storing, igniting, discharging, using or possessing the fireworks, as applicable, if the person selling, discharging or using the fireworks is on the premises by the property owner's or lessees' invitation or consent.

Sec. 7-384 PUBLIC DISPLAYS OF FIREWORKS WITHOUT VALID PERMIT AND LICENSE PROHIBITED.

It shall be unlawful for any person or venue operator to have, hold, orchestrate, and/or undertake a public display of fireworks, including the discharge, transportation or storage of fireworks for a public display, unless a permit authorizing a public display of fireworks has been issued to that person or business by the fire chief or fire marshal, and unless such person is in possession of a valid pyrotechnic operators license issued by the office of the state fire marshal. It shall also be

unlawful for any property owner or tenant resident in the city to knowingly allow another individual to possess, sell, use or discharge fireworks or fireworks kits on the property where they are the owner or tenant. The fire chief may establish reasonable rules and regulations for the issuance of fireworks permits and may issue the same subject to the payment of the fees established by the city council.

Sec. 7-385 POSSESSION, STORAGE OR SALE OF PYROTECHNIC DEVICE WITHOUT VALID PERMIT AND LICENSE PROHIBITED.

It shall be unlawful for any person to possess, store or sell any pyrotechnic device unless that person is then in possession of a valid pyrotechnic operator's license issued by the Office of the State Fire Marshal and a valid permit issued by the fire chief or fire marshal.

Sec. 7-386 DISCHARGE OR UTILIZATION OF PYROTECHNIC DEVICE OR PRODUCTION EFFECT WITHOUT PERMIT PROHIBITED.

It shall be unlawful for any person to discharge or utilize any pyrotechnic device or production effect unless a permit for such use or discharge has been issued to that person by the fire chief or fire marshal. No permit shall be issued by the fire chief unless the applicant therefore is in possession of a valid pyrotechnics operator's license issued by the Office of the State Fire Marshal and has paid the fees established by the city council. The fire chief may establish reasonable rules, regulations and safety requirements for the issuance of such permits and for the waiver of the requirement for a permit when a production effect poses no more than an insignificant risk to public and environmental safety, but in no event shall the requirement for a valid pyrotechnics operators license be waived when possession of such license is mandated by Division 11, Part 2 of the California Health and Safety Code.

Sec. 7-387 VIOLATIONS, PENALTIES AND FINES

(A) Any person who violates any provision of this Article, except section 7-382(B), is subject to the issuance of a civil citation and shall be punished by a civil fine of $2000.00 per occurrence. Any civil citation issued or appealed pursuant to this section shall be done so in accordance with article III sections 7-54 through 7-64 of this chapter

(B) Any person who violates any provision of this article, except section 7-382(B), is guilty of a misdemeanor, and upon conviction shall be punished by a fine of $1,000.00 or imprisonment of six months, or both, in accordance with section 1-10 of the city code.

(C) Any person who violates section 7-382(B) of this article is guilty of an infraction, and upon conviction shall be punished by a fine in accordance with section 1-10(C) of the city code, or may be issued a civil citation, in the amount of $250.00 for a first violation, $500.00 for a second violation within a year, and $1000.00 for the third and every additional violation thereafter within one year. Any civil citation issued or appealed pursuant to this section shall be done so in accordance with article III sections 7-54 through 7-64 of this chapter

(D) Any person who possesses a gross weight, including packaging, of less than 25 pounds of unaltered dangerous fireworks is guilty of a misdemeanor, and upon conviction shall be punished by a fine of $1,000.00 or imprisonment of six months, or both, in accordance with section 1-10 of the city code.

(E) Any person who possesses a gross weight, including packaging, of less than 25 pounds of unaltered dangerous fireworks is subject to the issuance of a civil citation and shall be punished by a civil fine of $2000.00 per occurrence. Any civil citation issued or appealed pursuant to this section shall be done so in accordance with article III sections 7-54 through 7-64 of this chapter

(1) Paragraphs (C) and (D) shall not apply to a person who holds and is operating within the scope of a valid license as described in Health and Safety Code section 12516 or a valid permit as described in Health and Safety Code section 12522 or has been issued a permit in accordance with section 7-384.

(2) Paragraph (C) and (D) is not intended to limit any of the penalties provided for under Health and Safety Code section 12700(b) subparagraphs (1) through (4).

(F) Any person who violates this article by selling, giving or delivering any dangerous fireworks to any person under 18 years of age is guilty of a misdemeanor and upon conviction shall be punished by a fine of $1,000.00 or imprisonment of six months, or both, in accordance with section 1-10 of the city code.

(G) Any person who violates this article by selling, giving or delivering any dangerous fireworks to any person under 18 years of age is subject to the issuance of a civil citation and shall be punished by a civil fine of $2000.00 per occurrence. Any civil citation issued or appealed pursuant to this section shall be done so in accordance with article III sections 7-54 through 7-64 of this chapter.

(H) Any person who fails to pay the civil fine issued pursuant to this section within thirty (30) days of the date the fine is due shall owe a $25.00 late fee, and interest shall accrue upon all delinquent fines at the annual rate of ten percent.

(1) The City Manager may waive interest and penalties upon a showing or hardship or upon a showing that a waiver will assist in resolving the collection of the fine and resolve the violation.

(I) The remedies provided by this article are cumulative and in addition to any other remedy available at law or in equity.

(J) Nothing in this article shall be intended to limit any of the penalties provided for under the California Health and Safety Code or Penal Code with regard to fireworks.

Sec. 7-388 DECLARATION OF A PUBLIC NUISANCE

The city council finds and declares that fireworks are dangerous and pose a significant risk of bodily injuries or death, have caused serious injuries to children and adults, and damage to property within the city. Therefore, any violation of this article, including to offer for sale, sell, store, display, transport, possess, discharge, ignite, or use of dangerous fireworks, fireworks, or fireworks kit on public or private property is declared to constitute a public nuisance which may be abated immediately and without notice.

Sec. 7-389 ABATEMENT COSTS; LIEN

(A) Any person charged with a violation of this article shall also be responsible for all costs associated with the abatement and safe disposal of all confiscated fireworks, including expenses, costs, and fees associated with the investigation of the charges, as well as all

expenses and costs associated with any emergency response by fire, police, building and safety and code compliance departments or divisions as a result of a violation.

(B) If the abatement and disposal costs which are charged against the owner of a parcel of land issued pursuant to a violation of this article are not paid within thirty days of the date of the abatement cost order, or final disposition of an appeal therefrom, such costs may be assessed against the parcel of land pursuant to Section 38773.5 of the Government Code and may be transmitted to the tax collector for collection after a public hearing on such as prescribed in code section 7-158 (B) through (F)."

Part 8. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 9. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA, because the activity is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

Part 10. Pursuant to Government. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

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Part 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on_____, and finally adopted on _____ to become effective thirty days thereafter.

APPROVED AND ADOPTED this _____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

SEC. 7-56. AMOUNT.

(A) The amount of the fines imposed for violating provisions of the code shall be established in a schedule of fines adopted by resolution of the city council. The schedule of fines may include escalating fine amounts for repeat code violations occurring within specified periods of time.

(B) The schedule of fines may specify the amount of interest and penalties owed for any fine not timely paid.

(C) The fines for violations of the regulations established by the coastal and non-coastal short-term rental ordinances shall be regulated by said ordinances.

(D) This article outlines the fine structure for violations of regulations established by the commercial cannabis business ordinance.

(`64 Code, Sec. 21-7) (Ord. No. 2488, 2971, 2981)

SEC. 7-147.1. FIREWORKS.

(A) Definitions. For the purposes of this section, the following words and phrases shall have the following meanings:

(1) ***DANGEROUS FIREWORKS*** shall be defined as set forth in Cal. Health and Safety Code section 12505, as such definition may be amended from time to time by the California Legislature.

(2) ***FIREWORKS*** shall be defined as set forth in Cal. Health and Safety Code section 12511, as such definition may be amended from time to time by the California Legislature.

(B) Prohibition.

(1) Except as authorized by the fire chief in accordance with the currently adopted California Fire Code, no person shall sell, offer to sell, use, or have in his/her possession within the city any fireworks or dangerous fireworks.

(2) Except as authorized by the fire chief in accordance with the currently adopted California Fire Code, no property owner or tenant shall allow or permit the sale, offer to sell, use, or possession of fireworks on their property when the property owner or tenant knows or should know of the sale, offer to sell, use, or possession of fireworks at the property.

(C) Violation. Any person violating a provision of division (B) of this section shall be subject to a fine in accordance with article III of chapter 7 of this code or is guilty of a misdemeanor.

(Ord. No. 2773, 2938)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,162

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE FEE SCHEDULE FOR CIVIL FINES FOR VIOLATION OF THE OXNARD CITY CODE

WHEREAS, the City Council adopted Ordinance No. 2488 which establishes civil fines for violations of the Oxnard City Code ("OCC"), and

WHEREAS, OCC Section 7-56 of Article 3 of Chapter 7 of the OCC, provides that the amount of the civil fines shall be adopted by resolution of the City Council.

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

Part 1. Effective August 24, 2018, Resolution No. 13,459 is hereby repealed.

Part 2. Effective August 24, 2018, the civil fines, interest and penalties and implementing provisions for violations of the OCC pursuant to Section 7-56 of Article 3 of Chapter 7 of the OCC, as it shall be amended and renumbered from time to time, shall be those specified in the Schedule of Fines attached hereto and incorporated in full herein by this reference.

PASSED and ADOPTED this 17th day of July, 2018, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

ABSENT: None.

Tim Flynn 7/17/18

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

SCHEDULE OF FINES

FINES, INTEREST AND PENALTIES FOR
VIOLATIONS OF THE OXNARD CITY CODE

A. Violators of the Oxnard City Code shall be subject to the fines listed below:

Code Sections:	First violation:	Second violation within 12 months:	Subsequent violations within 12 months:
Section 7802.3 of the 2001 California Fire Code for fireworks and Sections 7-82, 7-84(B), 7-86(A), 7-87, 7-88, and 7-89 of the Oxnard City Code	$1,000	$1,000	$1,000
Section 7-147.1 of the Oxnard City Code for all fireworks other than those defined in section 12505 of the Health and Safety Code; Sections 7-148.2 and 7-148.3(A), 14-110, and 14-111 of the Oxnard City Code	$250	$500	$1,000
All except those listed above	$100	$200	$500

B. Violators of any permit, license, or other approval (including but not limited to subdivision maps, special use permits, and zoning clearances) shall be subject to the fines listed below:

Permit, license, or other approval:	First violation:	Second violation within 12 months:	Subsequent violations within 12 months:
All	$100	$200	$500

C. Interest shall accrue upon all delinquent fines and penalties at the annual rate of ten percent.

D. A violator shall owe a $25.00 late payment penalty for fines not paid within 30 days of the date such fine is due.

E. Interest and penalties may be waived by the City Manager upon a showing of

hardship or upon a showing that such waiver will further the collection of a fine and resolve the violation.

F. Properties registered in the Safe Homes Safe Families Program are subject to double fine amounts, not to exceed $1,000 per violation.

"ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 7-56 OF ARTICLE III OF CHAPTER 7; REPEALING SECTION 7-147.1 FIREWORKS OF ARTICLE VIII OF CHAPTER 7; AND ADDING ARTICLE XVI OF CHAPTER 7 PERTAINING TO THE REGULATION OF FIREWORKS, PYROTECHNICS AND PRODUCTION EFFECTS; VIOLATIONS TO THE OXNARD CITY CODE."

City Attorney's Office
Elle McCarron, Assistant City Attorney
Andrew Gonzalez, Deputy City Attorney

City Council
April 7, 2026

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council approve and introduce by title only and waive further reading of an ordinance titled:

"ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 7-56 OF ARTICLE III OF CHAPTER 7; REPEALING SECTION 7-147.1 FIREWORKS OF ARTICLE VIII OF CHAPTER 7; AND ADDING ARTICLE XVI OF CHAPTER 7 PERTAINING TO THE REGULATION OF FIREWORKS, PYROTECHNICS AND PRODUCTION EFFECTS; VIOLATIONS TO THE OXNARD CITY CODE."

Background

- A comprehensive fireworks ordinance has been prepared by the City Attorney's Office in consultation with the Police and Fire Departments, and the Code Compliance Division, to update enforcement provisions as permitted by state law.

- The ordinance as proposed does four things. First, it repeals the current fireworks fines set forth in Resolution 15,162. Second, it cleans up the process Council uses to establish fines for violations of Chapter 7 of the City Code. Third, it repeals the current fireworks prohibition in Article VIII, section 7-147.1 Chapter 7 of the City Code. Fourth, it creates Article XVI in Chapter 7 of the City Code establishing a comprehensive framework regulating fireworks, pyrotechnics, and production effects within the City's jurisdiction.

Discussion

- The ordinance sets up three pathways to regulate and combat the illicit use of fireworks within the City. First, fireworks violations may be punished through the issuance of a civil citation with a fine of $2,000 per occurrence. Any final citation that is not paid can be turned over to collections or enforced through small claims court. Second, certain fireworks violations may be punished through the issuance of a misdemeanor citation punishable by a fine of $1,000 and/or six months in jail. Third, California safe and sane fireworks violations may be punished through the issuance of an infraction or civil citation, both of which carry a $250 fine per occurrence.

- The proposed ordinance assists Police, Fire, and the Code Compliance Division in combating fireworks violations, and allows the City Attorney's Office to prosecute misdemeanors of the City Code, rather than the District Attorney's Office for state code violations. The California Health and Safety Code recognizes four categories of fireworks: (1) dangerous fireworks, (2) fireworks, (3) fireworks kit and (4) California safe and sane fireworks.

CITY OF OXNARD CALIFORNIA

QUESTIONS?