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

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

Meeting Location: Council Chambers, 305 West Third Street

June 30, 2026

Closed Session - 5:00 PM

Regular Meeting - 6:00 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 882 2568 9345
3. Passcode: 007858

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**.
    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.

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.

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

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

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

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

A. ROLL CALL, POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: *Campbell v. City of Oxnard, et al*.
   Ventura County Superior Court, Case No. 2025CUOR044717
   Legislative Body: City Council

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
   Name of case: *Bentley v. City of Oxnard*
   Workers' Compensation Case Nos.: ADJ22071308 and ADJ19857987
   Legislative Body: City Council

D. APPOINTMENT ITEMS

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of the 2026 Ventura County Fair Poster.

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 for May 19, June 1 and June 16, 2026.

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

2. Community Development Department
SUBJECT: Final Parcel Map for Tentative Subdivision Map for Sturgis Business Park Suites Subdivision.
RECOMMENDATION: That the City Council:

1. Accept Parcel Map No. 24-300-02 (Planning and Zoning Permit No. 24-300-02) for the Sturgis Business Park Suites Subdivision; and
2. Receive and file a "Notice of Pending Approval" for Subdivision Map No. 24-300-02 by the Community Development Director including signature of "City Council's Certificate" on the title sheet.

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

3. Cultural & Community Services Department

SUBJECT: Second Amendment to Agreement for Administration of the Senior Nutrition Program.
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to Agreement A-8595 with the County of Ventura for an additional $420,000 for a total agreement value not to exceed $880,000 in grant revenue for the administration of the Senior Nutrition Program; and
2. Approve a Fiscal Year 2026-27 budget appropriation and corresponding grant revenue recognition in the amount of $420,000 to the Federal Grants Fund (200).

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Terrel Harrison, (805) 385-7994

4. Cultural & Community Services Department

SUBJECT: Second 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 Second Amendment to the Agreement with the Azul Foundation (32500510) to increase the agreement amount by $270,000, resulting in a total agreement amount of $620,000, to purchase meals for the Senior Nutrition Program.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Terrel Harrison, (805) 385-7994

5. Cultural & Community Services Department

SUBJECT: Second Amendment to the Agreement with Jordano's Inc. for the Senior Nutrition Program Meals.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with the Jordano's Inc. (32500565) to increase the agreement amount by $150,000, resulting in a total agreement amount of $370,000, to purchase meals for the Senior Nutrition Program.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Terrel Harrison, (805) 385-7994

6. Police Department

SUBJECT: Agreements for School Resource Officer (SRO) Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a cost-sharing agreement for Police School Resource Officer (SRO) services between:

1. The City of Oxnard and the Oxnard Union High School District (Agreement No. A-8621), for a three-year period, in the amount of $685,308 per year.

2. The City of Oxnard and the Oxnard School District (Agreement No. A-8627), for a three-year period, in the amount of $261,771 per year.

3. The City of Oxnard and the Hueneme Elementary School District (Agreement No. A-8615), for a three-year period, in the amount of $137,061 per year.

(This item did not originate in Committee.)

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

M. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Project Name: Fire Station No. 3, reconstruction of an existing fire station located at 150 Hill Street.

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Adopt a Resolution certifying Final Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03 for the Fire Station No. 3 Project (Governor's Office of Land Use and Climate Innovation State Clearinghouse No. 2025101167);
3. Adopt a Resolution approving Planning and Zoning Permit No. 24-620-03 for a General Plan Amendment subject to certain findings;
4. Approve the first reading by title only and waive further reading of the proposed Ordinance titled:
   AN ORDINANCE OF THE CITY COUNCIL APPROVING PLANNING AND ZONING PERMIT NO. 24-570-02 (ZONE CHANGE) TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130);
5. Approve the first reading by title only and waive further reading of the proposed Ordinance titled:
   AN ORDINANCE OF THE CITY COUNCIL APPROVING PLANNING AND ZONING PERMIT NO. 24-580-03 (ZONE TEXT AMENDMENT) TO APPROVE AMENDMENTS TO THE OXNARD CITY CODE (OCC) CHAPTER 16 §SEC. 16-264. LOT COVERAGE TO MODIFY LOT COVERAGE ALLOWED IN THE COMMUNITY RESERVE (C-R)

ZONE TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130).

(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/_ExvYuQ44VE

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

N. REPORTS

1. Public Works Department

SUBJECT: Second Amendment to the Joint School/Park Use Agreement (A-6571) for the Maintenance, Operation and Use of the School and Park Facilities in the River Park Specific Plan Area.

RECOMMENDATION: That the City Council authorize the Mayor to execute the Second Amendment to the Joint Use Agreement with the Rio School District for the maintenance, operation, and use of the school facilities in Riverpark.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on November 9, 2011.)

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

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

2. Finance Department

SUBJECT: Ratification of Emergency Amendment to Agreement with Macias, Gini & O'Connell for Additional Audit Procedures Related to the Fiscal Year Ended June 30, 2025.

RECOMMENDATION: That the City Council ratify the execution of an emergency amendment to the professional services agreement with Macias, Gini & O'Connell (MGO) in an amount not to exceed $40,000.00 for an overall amount not to exceed $1,259,759.75 for additional audit procedures necessary to complete the independent audit of the City's Annual Comprehensive Financial Report (ACFR) and Single Audit Report for the fiscal year ended June 30, 2025.

(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/Qtsuj5VTZyA

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

3. City Attorney Department

SUBJECT: City Council Remote Access Disruption Policy.

RECOMMENDATION: That the City Council adopt a resolution titled, "A Resolution of the City Council of the City of Oxnard Adopting a Policy Regarding Disruptions of Remote Access During City Council Meetings"

(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/XckFc8GPU-w

Legislative Body: City Council
Contact: Stephen Fischer, (805) 385-7483

O. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: June 30, 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 for May 19, June 1 and June 16, 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 May 19 2026
2. City Council minutes for June 1 2026
3. City Council minutes for June 16 2026

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 19, 2026

A. ROLL CALL, POSTING OF AGENDA

At 6:03 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, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Mayor Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Thursday, May 7, 2026, and the amended agenda on Wednesday, May 13, 2026 in the kiosk at City Hall, Oxnard Public Library, City Administrative Offices and on the City's website

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; Brenda Lopez, Housing Director; Jeff Pengilley, Community Development Director; Joe Pearson, Planning Manager; Jamie Peltier, Planning Supervisor; Julie Estrada, Cultural Arts Manager and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. APPOINTMENT ITEMS

E. OPENING CEREMONIES (6:00 PM)

The meeting opened with the pledge of allegiance to the flag of the United States led by the Oxnard Veterans Committee.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Commemorating May 25, 2026 as "Memorial Day."

   Councilwoman Rodriguez presented the proclamation to Mike Vivenzio, Rick Gutierrez, Sal Gonzales and Manuel Gonzales who thanked the City Council and invited everyone to attend the Memorial Day event at Plaza Park.

2. Cultural & Community Services Department
SUBJECT: Presentation of a Resolution Commending Marisue Eastlake.
RECOMMENDATION: That the City Council adopt **Resolution No. 16,039** commending Marisue Eastlake for over twenty years of exemplary service to the City of Oxnard.
No public comments were received.

(This item did not originate in Committee.)

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve the **Resolution No. 16,039** as presented. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; the motion carried 7-0.

3. SUBJECT: Presentation of a Commendation to Casa De Vida on the Occasion of its 20th Anniversary.

Councilman Starr presented the Commendation to Julie Moreno 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 Larry Stein; Greg Runyon; Eric Andrist; Sarah Wilczewski; and Manuel Herrera.

H. REPORT OF CITY MANAGER

The City Manager provided comments on several matters, including: 1.) Public Works Open House taking place on May 20th at Plaza Park; 2.) Memorial Day on May 26 at Plaza Park; 3.) Progress Pride Flag raising ceremony on June 1st.; and 4.) Insect Festival on June 6th at Plaza Park.

I. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item Nos. L-3, L-5 and L-10 were reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Eric Andrist and 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 for April 30 and May 5, 2026.

3. Community Development Department
SUBJECT: Deferred Development Impact Fee Agreement for Aspire Apartments.
RECOMMENDATION: That the Oxnard City Council approve and authorize the Mayor to execute an agreement (A-8614) with Aspire Apartments, LP, a California limited partnership deferring development impact fees, until the time of final inspection or the date the certificate of occupancy is issued, whichever comes first, in the amount of $2,223,063.54 for the Aspire Apartments Project PZ 21-200-01 (Downtown Design Review Permit).

(This item did not originate in Committee. Aspire Apartments was approved at a public hearing by the Community Development Director on June 27, 2022. Also, pursuant to Government Code Section 66007, the City must allow for the deferral of these impact fees and charges upon request.)

4. Cultural & Community Services Department
SUBJECT: Amendment to Agreement for Library Software.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement 32300321 with SirsiDynix in the amount of $113,703.83 for a total agreement value of $373,341.83 and extend the term of the Agreement to May 31, 2028, for the purpose of continuing use of SirsiDynix integrated library software in order to provide enough time to bid out new software and migrate systems as needed.

(This item did not originate in committee.)

5. Cultural & Community Services Department
SUBJECT: Request for appropriation of funds from the Public Art Fund for the installation of Public Art.
RECOMMENDATION: That the City Council:

1. Authorize the Cultural Arts Commission, with City staff support, to administer a public call for artists for the design of asphalt art to be installed by an experienced operator in the Central Business District in support of the Downtown Vision Plan and the 4th Street Mobility Project; and

2. Appropriate $150,000 from the Public Art Fund (PAF) available fund balance to the Downtown Arts Hub Murals Program (Project M1802) for the design and installation of asphalt art in the Central Business District.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on April 28, 2026.)

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 March 2026; and
2. Receive and file the list of City Manager-approved contracts for the month of March 2026.

(This item did not originate in Committee.)

7. Finance Department
SUBJECT: Quarterly Sale and Disposal of Surplus City Property.
RECOMMENDATION: That the City Council authorize the Purchasing Agent to dispose of 67 units of surplus property, including fleet vehicles and trailers, via public auction. In accordance
with City Code Section 4-54(B), City Council authorization is required for the disposal of surplus items with an individual value exceeding $500.

(The Finance & Governance Committee voted 3-0 on April 28, 2026.)

8. Finance Department
SUBJECT: Update on the Financial Corrective Action Plan (FCAP) for Closing Past Audit Findings.
RECOMMENDATION: That the City Council receive an update on the Financial Corrective Action Plan (FCAP) for closing past audit findings.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee.)

10. Police Department
SUBJECT: Resolution Commending Assistant Chief Denise Morehouse.
RECOMMENDATION: That the City Council adopt **Resolution No. 16,040** commending Assistant Chief Denise Morehouse for over thirty years of exemplary service to the City of Oxnard Police Department.

(This item did not originate in Committee.)

11. Police Department
SUBJECT: InTime Services Inc. - Services Agreement Amendment.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement 32400506 with InTime Services Inc., to increase the not-to-exceed amount from $136,680 to $287,450, and extend the term date to June 30, 2029, for cloud-hosted scheduling management software.

(This item did not originate in Committee.)

12. Public Works Department
SUBJECT: Public Project Agreement 32600467 with Danny Letner, Inc. dba Letner Roofing Company for the Environmental Resources: MRF Roof Repair at Del Norte Facility Project (Rebid), Specification No. PW 26-33R.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $469,299.50 in Project funds for the Environmental Resources: MRF Roof Repair at Del Norte (Rebid), Specification No. PW 26-33R;
2. The Mayor to execute an Agreement with Danny Letner, Inc., dba Letner Roofing Company in the amount of $360,999.50 for the Project and approve a Project contingency amount of $72,200.00 (~20%) with Danny Letner, Inc., dba Letner Roofing Company for a total not to exceed value of $433,199.50 for the Project;
3. A Project allocation amount of $36,100.00 (~10%) for engineering, inspection, survey and project management for the Project; and
4. A project budget appropriation in the amount of $272,205 from the Solid Waste Operations Fund (631) available fund balance, as well as the corresponding transfers in the Solid Waste Capital Fund (632) for the Environmental Resources: MRF Roof Repair at Del Norte Facility Project (C2538).

(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.)

Consent Item Nos. L-1, L-4, L-6, L-7, L-8, L-11 and L-12
It was moved by Councilman Starr, seconded by Councilmember Perello, to approve the Information/Consent Items as presented. VOTE: Perez, Rodriguez, Starr, Teran, Perello and Mc Arthur voted in favor; the motion carried 6-0. Councilwoman Basua was absent.

Consent Item No. L-2 and L-9*
*Consent Item L-2 and L-9 will be listed in the Oxnard Housing Authority minutes.

Consent Item No. L-3
The Community Development Director presented and were available to answer questions.

Councilman Starr requested that, in the future, a copy of the filing described in Government Code Section 66007 ("On or before August 10 of each year, the building official of the local agency shall furnish in writing to the county auditor a description of each parcel of land for which a performance bond or letter of credit has not been posted within the local agency's jurisdiction upon which fees or charges are unpaid and the amount of the unpaid fees or charges.") be provided to the City Council when it is submitted to the County Auditor.

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

Consent Item No. L-5
The Cultural Arts Manager, Public Works Director and Assistant City Attorney McCarron presented and were available to answer questions.

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

Consent Item No. L-10
It was moved by Councilmember Perello, seconded by Mayor Pro Tem Mc Arthur, to approve the Information/Consent Items as presented. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; the motion carried 7-0.

OXNARD HOUSING AUTHORITY

At 7:33 p.m., the joint meeting with the Oxnard Housing Authority concluded.

M. PUBLIC HEARINGS

1. Community Development Department
   SUBJECT: Avalon Homes, a 56 unit single-family condominium development, located at a property generally at the northeast side of the intersection at Beachcomber Street and Harbor Boulevard bound by West Fifth Street, Harbor Boulevard, Catamaran Street and the Edison Canal (APNs: 196-0-010-275, -225, and -235).
   RECOMMENDATION: That the City Council:

1. Conduct a public hearing; and
2. Adopt **Resolution No. 16,041** certifying the Final Environmental Impact Report EIR No. 2016-01 for the Avalon Homes Project (Governor's Office of Planning and Research State Clearinghouse No. 2016051075); and
3. Adopt **Resolution No. 16,042** approving Planning and Zoning Permit No. 16-300-03 for a Tentative Subdivision Map subject to certain findings and conditions of approval; and
4. Adopt **Resolution No. 16,043** upholding the Planning Commission's decision to approve Planning and Zoning Permit No. 16-400-02 for a Coastal Development Permit, subject to certain findings and modified conditions of approval.

(This item did not originate in Committee.)

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

The City Clerk announced the affidavit of publication published in Vida Newspaper on May 7, 2026 and stated there were four (4) written communications received on this item.

The Planning Supervisor, Planning Manager, Community Development Director and Housing Director, Chief Assistant City Attorney and City Manager presented and were available to answer questions. Discussion ensued among the Council and staff.

Tanner Shelton with Sanbell presented and discussed the proposed project.

CITY COUNCIL RECESS
At 8:22 p.m., the City Council recessed and at 8:31 p.m., the City Council reconvened.

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

Public comments were received from Manuel Herrera, Gabrielle Vignone, Frank Barajas, Barbara Macri-Ortiz, Felix Bobritsky, Larry Stein, Alexis Schmidt and Larry McGrath.

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

Discussion followed among the Council and staff. Mr. Shelton stated that the parties agreed to reserve the six inclusionary units for a 90-days marketing period exclusively for City residents. The Applicant also agreed that the City would be responsible for certifying and verifying residency eligibility.

It was moved by Mayor Mc Arthur, seconded by Councilwoman Basua, to approve the recommended action with the addition of marketing for the first 90 days for the affordable units for Oxnard residents who have lived in the City for thirty-six months.
VOTE: Starr, Teran, Basua, Perello, Perez, Rodriguez and Mc Arthur voted in favor; motion carried 7-0.

At 9:40 p.m., Mayor Mc Arthur was absent and Mayor Pro Tem presided.

It was moved by Councilwoman Rodriguez, seconded by Councilmember Perello, to suspend the order of the agenda and moved to Report No. 2. VOTE: Teran, Basua, Perello, Perez, Rodriguez and Starr voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

Mayor Pro Tem stated for the record that he will be recusing himself from Agenda Item N-2.

It was moved by Councilwoman Rodriguez, seconded by Councilmember Perello, to suspend the order of the agenda and moved to Report No. 3. VOTE: Starr, Teran, Basua, Perello, Perez and Rodriguez voted in favor; the motion carried 6-0. Mayor Mc Arthur was absent.

N. REPORTS

3. Public Works Department
SUBJECT: Second Amendment to Agreement A-8281 with Kennedy Jenks Inc. for Construction Management Services and Budget Appropriations for the Oxnard Wastewater Treatment Plant Reliability Improvement Project PW 20-102.
RECOMMENDATION: That the City Council approve and authorize the Mayor to:

1. Execute a Second Amendment to the Professional Services Agreement with Kennedy Jenks Inc. to increase the not-to-exceed amount from $4,514,536 to $5,703,885 and extend the term date to October 31, 2027, for additional construction management services for the Oxnard Wastewater Treatment Plant (OWTP) Reliability Improvement Project (C2201);
2. Authorize a project budget appropriation transfer in the amount of $1,500,000 from the Wastewater OWTP: Effluent Pump Station Improvements Project (C2235) within the Wastewater Operating Fund (611) to the Oxnard Wastewater Treatment Plant (OWTP) Reliability Improvement Project (C2201), for continued professional construction management services, as well as construction costs and engineering support services until the Project is completed; and

3. Authorize a project budget appropriation in the amount of $5,200,000 from the Wastewater Operating Fund (611), as well as the corresponding transfers in the Wastewater Capital Fund (612) to the Oxnard Wastewater Treatment Plant (OWTP) Reliability Improvement Project (C2201), for continued professional construction management services, as well as construction costs and engineering support services until the Project is completed.

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

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

At 9:46 p.m., Mayor Mc Arthur presided.

2. Housing Department
SUBJECT: First Amendment to the Oxnard Navigation Center Operations Agreement with Mercy House for Fiscal Year 2025-26.
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute the First Amendment to Agreement 32600011 between the City and Mercy House Living Centers (“Mercy House”) for the provision of shelter and navigation center operations;
2. Authorize the City Manager to appropriate the use of Permanent Local Housing Allocation (PLHA) funds and recognize revenue in the amount of $96,215 to increase the Agreement amount for Agreement 32600011 between the City and Mercy House from $3,355,407.75 to 3,451,622.75; and
3. Authorize the City Manager to appropriate and recognize revenue of $252,873.66 in PLHA funds and $12,838.64 in California State Grant funds to cover the City’s increased cost share under Agreement A-8462 between the City and County of Ventura for navigation center operations.

(This item did not originate in Committee.)

Mayor Pro Tem stated that because this affects an existing cost agreement between the City and the County of Ventura. Out of abundance of caution, due to a potential remote interest, he recused himself from this item.

At 9:48 p.m., Mayor Pro Tem was not present.

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

It was moved by Councilmember Perello, seconded by Councilwoman Basua, to approve the recommended action as presented. VOTE: Perez, Rodriguez, Teran, Basua, Perello and Mc Arthur voted in favor; motion carried 5-1-1. Councilman Starr voted no and Mayor Pro Tem recused himself.

M. PUBLIC HEARINGS

2. Public Works Department
SUBJECT: Five-Year Capital Improvement Program (CIP) for Fiscal Years 2027-2031.
RECOMMENDATION: That the City Council provide input on the draft CIP and recommend that the City Council:

1. Hold a public hearing to receive public testimony regarding the proposed 2027-2031 City of Oxnard Five-Year CIP;
2. Approve the existing carryover CIP projects and the proposed new funding as outlined in the staff report for Category 1 projects;
3. Reaffirm the carryover CIP projects in Category 2;
4. Approve the project prioritization lists in Categories 3 and 4 outlined in the staff report and adopt the 2027-2031 City of Oxnard Five Year CIP; and
5. Direct staff to finalize the 2027-2031 CIP and General Fund/Measure O amounts for Category 4 projects once the City's FY 2026-2027 operating budget has been completed as approved CIP funding allows.

(The Public Works and Transportation Committee on April 28, 2026, recommended the item to be forwarded to Council for discussion and review with changes made to the staff's recommended prioritization for 16 Category 4 and Category 5 projects.)

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

The City Clerk announced the affidavit of publication published in Vida Newspaper on May 7, 2026 and stated there were no written communications received on this item.

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

Public comments were received from Helen Matter, Olivia Benavidez, Deborah Arevalo, Larry Stein, Ellis Carter and Abel Ramirez Magana.

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

It was moved by Councilmember Starr, seconded by Councilmember Perello, to adopt the staff's recommended priority listing over the Public Works and Transportation Committee's recommended priority listing.

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perez, to amend the original motion to add Johnson Creek Park and Colonia Park restrooms to move up in priority after the fire station overhead doors replacement project. The order of priority will be as follows:

1. Neighborhood Street Resurfacing
2. Citywide Alleyway Resurfacing
3. Arterial Street Resurfacing
4. Advanced Alley Maintenance Program
5. Oxnard Police Department Parking Lot
6. Fire Station Overhead Doors Replacement
7. Colonia Park Restroom Renovation
8. Johnson Creek Park Restroom Renovation

VOTE on Mayor Pro Tem amendment: Basua, Perello, Perez, Rodriguez, Starr, Teran, and McArthur voted in favor. The Mayor Pro Tem amendment carried 7-0; thus, it became the main motion.

VOTE on the main motion: Basua, Perello, Perez, Rodriguez, Starr, Teran, and McArthur voted in favor. The motion carried 7-0.

N. REPORTS

1. Finance Department
SUBJECT: 2025 Single Audit Report and FY 24-25 Annual Comprehensive Financial Report and Summary Presentation.
RECOMMENDATION: That City Council ratify and approve the 2025 Single Audit Report, the Fiscal Year 2025-25 Annual Comprehensive Financial Report (ACFR), and Fiscal Year 2024-25 Warrants Register in the Form of that ACFR.

(As of the posting of this agenda, there was not yet an outcome from the Finance and Governance Committee.)
(Presentation will be live upon consultant's request.)

The City Clerk announced that this item is removed from the agenda.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 11:06 p.m.

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

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 1, 2026

A. ROLL CALL, POSTING OF AGENDA

At 5:32 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 Gabriela Basua*, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Thursday, May 20, 2026 and the amended agenda on Tuesday, May 26, 2026, 2026 at the Library, City Hall kiosk, City Administrative Offices and on the website.

*Councilwoman Gabriela Basua participated remotely from Sheraton Dallas Hotel, 400 Olive Street Dallas, TX 75201.

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; and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. At 5:35 p.m., the City Council recessed into a closed session.

C. CLOSED SESSION (5:30 PM)

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

At 6:21 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that the City Council by unanimous voted has directed the City Attorney to initiate an action. The action, the defendants and other particulars shall once unsealed be disclosed to any person upon inquiry unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

D. APPOINTMENT ITEMS

E. OPENING CEREMONIES

At 6:21 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, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Mayor Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Thursday, May 20, 2026, and the amended agenda on Tuesday, May 26, 2026 in the kiosk at City Hall, Oxnard Public Library, City Administrative Offices and on the City's website

*Councilwoman Gabriela Basua participated remotely from Sheraton Dallas Hotel, 400 Olive Street Dallas, TX 75201.

The meeting opened with the pledge of allegiance to the flag of the United States led by Cesar Tapia, a student at Channel Islands High School.

At 6:33 p.m., Councilwoman Basua was absent.

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-Lazaro, Chief Financial Officer; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Brenda Lopez, Housing Director; Alexander Hamilton, Fire Chief and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating June 12, 2026 as "Philippine Independence Day Flag Raising."

   Mayor Mc Arthur read the proclamation and presented to Charleen Morla and members of the Filipino American Council of Ventura County who thanked the City Council for the recognition and invited everyone to participate in the flag raising ceremony on June 12th.

2. SUBJECT: Presentation of a Proclamation Designating June 20, 2026 as the "35th Annual Juneteenth Celebration."

   Councilmember Perello read the proclamation and presented it to Angela Mitchell Landers, Bruce Stewart and Julia Dixon who thanked the City Council for the recognition and invited everyone to participate in the 35th annual Juneteenth celebration on June 20th at Plaza Park.

3. SUBJECT: Presentation of a Proclamation Designating June 2026 as "Pride Month in the City of Oxnard."

   Councilwoman Perez read the proclamation and presented to Steve Somann with Diversity Collective of Ventura County; Tess Allen, Rainbow Café LGBTQ Resources Center at Oxnard College; V Amezcua with Obsidian and Rio Lorenzo with MICOP who thanked the City Council for this recognition and invited everyone to participate in the upcoming event on July 25 at Plaza Park in Ventura.

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

Public comments were received from Roxanne Trujillo, Rev. Roger Labonté, Eric Andrist, Sarah Wilczewski, Greg Runyon and Deirdre Frank.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager provided comments on several matters, including: 1.) Oxnard Insect Festival; and 2.) Assistant Police Chief Marquez commented on Elder & Disability Abuse Awareness Month.

I. CITY COUNCILBUSINESS/COMMITTEE REPORTS

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

Mayor Pro Tem requested that staff return with a report on: 1) a potential moratorium on office space for detainees; and 2) an electric bicycle ordinance.

Councilmember Perello requested the temporary installation of signs in areas known for frequent fireworks activity.

1. City Clerk Department
   SUBJECT: Appointment of Member to Serve on the City's Library Board.
   RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Sahara Pena to serve as an at-large member on the Library Board.

   (This item did not originate in Committee.)

   No public comments were received.

   It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Perello, Perez, Rodriguez, Starr,

Teran and Mc Arthur voted in favor; the motion carried 6-0. Councilwoman Basua was absent.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item L-3 was removed from the agenda.

Mayor Pro Tem recused himself from Item No. L-3 due to a remote interest that he had performed consulting work for the University of California, Los Angeles (UCLA) within the past 12 months.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA

2. Finance Department
SUBJECT: Monthly Investment Report for the period ending April 30, 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.)

3. Fire Department
SUBJECT: Affiliation Agreement with The Regents of the University of California for a Prehospital Care Program - Affiliation Agreement First Amendment.
RECOMMENDATION: That the City Council approve a First Amendment to Paramedic Internship Agreement (A-8312), titled "Affiliation Between the Regents of the University of California and the City of Oxnard" for a period of five years.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 12, 2026.)

4. Public Works Department
SUBJECT: Fiscal Year 2026-27 Utility Ratepayers Assistance Program (Project Assist) Update.
RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 16,044** for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2026-27 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet

the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2026-27; and
2. Authorize staff to fund Project Assist in Fiscal Year 2026-27 by utilizing $300,000 that has been paid to the City for current and prior year late penalties from City utility customers.

(This item did not originate in Committee per the City Council Committee Bylaws Resolution 15,851, Article II, Section D.3.a, as this is a routine item.)

5. Public Works Department
SUBJECT: Agreement 32600474 with CCS Facility Services - Los Angeles, Inc. for Custodial Services for the Public Works Utilities Divisions.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with CCS Facility Services - Los Angeles, Inc. in an amount not to exceed $738,000 for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for four consecutive one-year period extensions ending June 30, 2031, for Custodial Services for the Public Works Utilities Divisions.

(Public Works and Transportation Committee approved 3-0 on May 12, 2026.)

6. Public Works Department
SUBJECT: Agreement 32600473 with Executive Facilities Services, Inc. for Custodial Services at the Oxnard Main Library.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Executive Facilities Services, Inc. in an amount not to exceed $675,000 for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for four consecutive one-year period extensions ending June 30, 2031, for Custodial Services at the Oxnard Main Library.

(Public Works and Transportation Committee approved 3-0 on May 12, 2026.)

7. Public Works Department
SUBJECT: Agreement 32600503 with Ojos Trucking dba AGT Trucking School for Commercial Driver's License Training.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Ojos Trucking dba AGT Trucking School in an amount not to exceed of $385,000 for an initial term of three years from June 2, 2026, to June 1, 2029, with the option for two consecutive one-year period extensions ending June 1, 2031 for Commercial Driver's License Training.

(Public Works and Transportation Committee approved 3-0 on May 12, 2026.)

8. Public Works Department

SUBJECT: Added Facilities Agreement 32600436 with Southern California Edison for the Wastewater Headworks Facility.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Added Facilities Agreement with Southern California Edison to renew electrical maintenance service for the Wastewater Headworks Facility in perpetuity, with a one-time payment of $62,246, and a recurring monthly maintenance service charge of $747.41.

(Public Works and Transportation Committee approved 3-0 on May 12, 2026.)

Consent Item No. L-1*

*Consent Item L-1 will be listed in the Oxnard Housing Authority minutes.

Consent Item Nos. L-2, L-4, L-5, L-5, L-6, L-7 and L-8

It was moved by Councilman Perello, seconded by Councilwoman Rodriguez, to approve the Information/Consent Items as presented. VOTE: Perez, Rodriguez, Starr, Teran, Perello and Mc Arthur voted in favor; the motion carried 6-0. Councilwoman Basua was absent.

At 8:07 p.m., Councilwoman Basua was present.

Consent Item No. L-3

The Fire Chief presented and was available to answer questions. Discussion ensued among Council and staff. No public comments were received.

It was moved by Councilman Perello, seconded by Councilwoman Perez, to approve the Information/Consent Item L-3 as presented. VOTE: Basua, Rodriguez, Starr, Perello, Perez and Mc Arthur voted in favor; the motion carried 6-0-1. Mayor Pro Tem recused himself.

M. PUBLIC HEARINGS

1. Public Works Department

SUBJECT: Fiscal Year (FY) 2026-27 Resolution to Levy Assessments in Mandalay Beach Maintenance District.

RECOMMENDATION: That the City Council, acting as the legislative body for the Mandalay Beach Maintenance District:

1. Hold a Public Hearing on June 1, 2026, to receive public testimony regarding the proposed Fiscal Year 2026-27 assessments for the Mandalay Beach Maintenance District; and

2. Adopt **Resolution No. 16,045** to levy the special tax assessment for Fiscal Year 2026-27 within the Mandalay Beach Maintenance District.

(Finance and Governance Committee approved 2-1 on May 12, 2026.)
Councilmembers reported on the ex parte communications received on this item.

The City Clerk announced the affidavit of publication published in Vida Newspaper on May 21, 2026 and stated there were no written communications received on this item.

The Public Works 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.

It was moved by Councilmember Perello, *seconded by Councilwoman Rodriguez*, to approve the recommendation action as presented. VOTE: Teran, Basua, Perello, Perez, Rodriguez and Mc Arthur voted in favor; the motion carried 6-1. Councilwoman Starr voted no.

2. Finance Department
SUBJECT: FY2026-27 Proposed Budget Public Hearing.
RECOMMENDATION: That the City Council and Housing Authority Board conduct a public hearing on the Fiscal Year (FY) 2026-27 Proposed Budget for the City of Oxnard and Oxnard Housing Authority and provide staff direction regarding any adjustments to the Proposed Budget, in preparation for budget adoption on June 16, 2026.

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

The City Clerk announced the affidavit of publication published in Vida Newspaper on May 21, 2026 and stated there was one written communication received on this item.

The Chief Financial Officer and Assistant City Manager presented and were available to answer questions. Discussion ensued among the Council and staff.

At 9:41 p.m., the City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

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

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.

The City Council provided direction to staff to include in the budget adoption the following items:
Capital Improvement Projects, Electronic citation printers, Recreation (maintain temporary labor hours); Recreation (Youth Development Programs), Cultural Arts (Oxnard Arts Academy), Police Department (Psychologist Services).

OXNARD HOUSING AUTHORITY

At 9:53 p.m., the joint meeting with the Oxnard Housing Authority concluded.

N. REPORTS

1. Housing Department
SUBJECT: Oxnard Navigation Center Operating Agreement with Mercy House for Fiscal Year 2026-27.
RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a one-year Agreement (No. 32700007), with four one-year options to extend, with Mercy House Living Centers, for the provision of shelter and navigation center operations in fiscal year 2026-2027, in an amount not-to-exceed $3,235,242.56; and
2. Authorize the City Manager to execute any amendments to Agreement No. 32700007.

(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on May 12, 2026.)

The Housing Director, Larry Haynes and Timothy Huynh with Mercy House presented and were available to answer questions. Discussion ensued among Council and staff.

Public comments were received from Doug Partello.

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez, Teran and Mc Arthur voted in favor; the motion carried 6-1. Councilman Starr voted no.

2. Public Works Department
SUBJECT: Senate Bill 1 (SB1) Local Streets and Road Maintenance and Rehabilitation Account (RMRA) Project List for Fiscal Year 2026-27.
RECOMMENDATION: That the City Council adopt a resolution to:

1. Adopt the Fiscal Year 2026-27 project list of Senate Bill 1 (SB1) proposed projects that will be funded in part or solely with Road Maintenance and Rehabilitation Account revenues; and
2. Authorize the City Manager, or designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of the resolution.

(This item did not originate in Committee per the City Council Committee Bylaws Resolution 15,851, Article II, Section D.3.a, as this is a routine item.)

No public comments were received.

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

3. Public Works Department
SUBJECT: Public Project Agreement 32600511 with Toro Enterprises, Inc. for the Citywide Alleyway Resurfacing - La Colonia Neighborhood Alley Reconstruction Project, Specification No. PW 25-121.
RECOMMENDATION: That the City Council approve and authorize:

1. A total of $7,078,428 in Project funds for the Citywide Alleyway Resurfacing - La Colonia Neighborhood Alley Reconstruction Project, Specification No. PW 25-121;
2. The Mayor to execute an Agreement with Toro Enterprises, Inc. in the amount of $5,898,690 for the Project and approve a Project contingency amount of $589,869 (10%) with Toro Enterprises, Inc. for a total not to exceed value of $6,488,559 for the Project; and
3. A Project allocation amount of $589,869 (10%) for engineering, inspection, survey and project management for the Project.

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

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

No public comments were received.

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

4. Public Works Department

SUBJECT: Fiscal Year (FY) 2026-27 Landscape Maintenance Districts Initiation of Proceedings to Levy Assessments, Approval of a Consolidated Engineers Report, and Declaration of Intention to Levy Assessments.

RECOMMENDATION: That the City Council, acting as the legislative body of the City of Oxnard Landscape Maintenance Districts (LMDs):

1. Adopt "**Resolution No. 16,046** of the City Council of the City of Oxnard, California, initiating proceedings to levy assessments against real property for Fiscal Year 2026-27 in connection with the City's Landscape Maintenance Districts";
2. Adopt "**Resolution No. 16,047** of the City Council of the City of Oxnard, California, approving a Consolidated Engineer's Report regarding assessments against real property for Fiscal Year 2026-27 in connection with the City's Landscape Maintenance Districts"; and
3. Adopt "**Resolution No. 16,048** of the City Council of the City of Oxnard, California, declaring its intention to levy assessments against real property for Fiscal Year 2026-27 in connection with the City's Landscape Maintenance Districts" setting the Public Hearing for June 16, 2026.

(Finance and Governance Committee approved 2-1 on May 12, 2026.)

No public comments were received.

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve the recommended action. VOTE: Teran, Basua, Perello, Perez, Rodriguez and Mc Arthur voted in favor; the motion carried 6-1. Councilman Starr voted no.

5. Public Works Department

SUBJECT: Agreement 32600497 with Haaker Equipment Company for Short-Term Rental of Refuse Collection Vehicles for the Environmental Resources Division.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Rental Agreement with Haaker Equipment Company for an annual contract amount of $2,800,000, for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for two consecutive one-year period extensions ending June 30, 2029, with a total contract amount not to exceed $8,400,000, for the rental of refuse collection vehicles.

(Public Works and Transportation Committee approved 3-0 on May 12, 2026.)

Assistant Public Works Director Yanez presented and was available to answer questions. Discussion ensued among Council and staff.

No public comments were received.

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

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 10:55 p.m.

_____ _____

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 16, 2026

A. ROLL CALL, POSTING OF AGENDA

At 5:02 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 Gabriela Basua, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Thursday, June 4, 2026 and the amended agenda on Wednesday, June 10, 2026, 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; Kenneth Rozell, Chief Assistant City Attorney; Jason Benites, Police Chief; Lauren Bueling, Risk Manager and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. At 5:03 p.m., the City Council recessed into a closed session.

C. CLOSED SESSION (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))
Name of case: *Brodersen v. City of Oxnard*
Ventura County Superior Court, Case No. 2025CUPA049282
Legislative Body: City Council

At 5:30 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that no reportable action out of closed session.

D. APPOINTMENT ITEMS (5:30 PM)

1. Public Works Department
SUBJECT: Calleguas Municipal Water District Rates.
RECOMMENDATION: That the City Council receive and file an update regarding the Calleguas Municipal Water District rates.

(Live presentation by Calleguas Municipal Water District staff.)

The Public Works Director introduced Kristine McCaffrey, General Manager, Calleguas Municipal Water District who presented and answered questions.

Discussion ensued among Council and Mr. Dan Smith, Calleguas Manager of Finance. No public comments were received.

This was a receive and file. No action was required.

E. OPENING CEREMONIES (6:00 PM)

At 6:01 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council concurrently with the Oxnard Housing Authority in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Mayor Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Thursday, June 4, 2026, and the amended agenda on Wednesday, June 10, 2026 in the kiosk at City Hall, Oxnard Public Library, City Administrative Offices and on the City's website

The meeting opened with the pledge of allegiance to the flag of the United States led by Haeley Villalobos-Arias a student from Frontier High School. Mayor Mc Arthur called for a moment of silence in honor of Peggy Rivera, who recently passed away. Councilwoman Rodriguez also requested a moment of silence for Lupe Anguiano, and Councilmember Perello requested a moment of silence for Robert Hearne.

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; Javier Chagoyen-Lazaro, Chief Financial Officer; Michael Wolfe, Public Works Director; Anthony Miller, Special Districts Manager; Chris Peyton, Water Manager; Brenda Lopez, Housing Director and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating June 21, 2026 as "Oxnard Lowrider Appreciation Day."

   Mayor Mc Arthur read the proclamation and presented it to Butch Hernandez, 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: Randy Latimer, Angela Landers, Manuel Herrera, Maria Elena Saldana, Ray Blattel, Alicia Percell, Candice Martinez and Eric Andrist.

RECESSED

At 7:03 p.m., the City Council recessed and at 7:12 p.m. the City Council reconvened.

Additional public comments: Doug Partello and Sarah Wilczewski.

H. REPORT OF CITY MANAGER

I. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

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

Public comment was received from Eric Andrist.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item L-2 was removed from the agenda. Mayor Pro Tem Teran stated that he is recusing himself form Agenda Item No. L-5 out of an abundance of caution due to a potential remote financial interest related to his employment.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Alicia Percell.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department
SUBJECT: Adoption of Resolutions Calling 2026 General Municipal Election.
RECOMMENDATION: That the City Council:

    1. Adopt **Resolution No. 16,050** calling and giving notice of a municipal general election to be held on November 3, 2026, for the election of certain officers; consenting to and requesting election consolidation with the County of Ventura; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns; and
    2. Adopt **Resolution No. 16,051** establishing rules governing the submission by candidates of Candidate Statements to be printed in the Voter Information Guide at an election to be held on November 3, 2026.

(The item did not originate in Committee.)

2. City Clerk Department
SUBJECT: Approval of Oxnard City Council Minutes. **Removed from the agenda**
RECOMMENDATION: That the City Council approve the regular meeting minutes for May 19 and June 1, 2026.

3. City Clerk Department
SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisement.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Vida Newspaper (32700012) for the publication of legal notices and legal advertisement for Fiscal Year 2026-2027.

(This item did not originate in Committee.)

4. Cultural & Community Services Department
SUBJECT: Amendment to Lease Agreement with Catalyst Family, Incorporated.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Lease Agreement with Catalyst Family, Incorporated (A-8527) extending the lease term for an additional two (2) years (July 1, 2026 through June 30, 2028), for a portion of the South Oxnard Community Center at 200 East Bard Road, with a total lease amount of $225,417.48 over the two-year extension term (increasing the overall agreement value to $543,342.36)

(This item did not originate in Committee.)

5. Cultural & Community Services Department
SUBJECT: Agreement with the Oxnard School District for the Operations of the After-School Education and Safety Grant.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with the Oxnard School District (A-8624) for a one-year term, under which the City will receive funding in an amount not to exceed $2,500,000 to continue operating components of the After-School Education and Safety (ASES) Program with a City match of $130,000 of in-kind services.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 26, 2026.)

6. Finance Department
SUBJECT: Monthly Report of Accounting of All Receipts, Disbursements and Fund Balances and 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 April 2026; and
2. Receive and file the list of City Manager-approved contracts for the month of April 2026.

(This item did not originate in Committee.)

9. Human Resources Department
SUBJECT: First Amendment to Agreement A-8319 with George Hills Company, Inc for Liability Claims Administration and Adjustment Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8319 with George Hills Company, Inc. to increase the agreement amount by $1,232,915, resulting in a total agreement not to exceed $2,317,097 for liability claims administration and adjustment services over a five-year term.

(Finance and Governance Committee approved 3-0 on May 26, 2026.)

10. Human Resources Department
SUBJECT: Agreement 32700002 with Occu-Med, Ltd. for Pre-Employment Medical Services for Public Safety Personnel.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a professional services agreement with Occu-Med, Ltd. for an initial term of three (3) years from July 1, 2026, to June 30, 2029, with a not-to-exceed amount of $385,000, for pre-employment medical screenings for public safety personnel.

(Finance and Governance Committee approved 3-0 on May 26, 2026.)

11. Public Works Department
SUBJECT: Budget Appropriation for Final Closeout of Assessment District AD 2000-1.
RECOMMENDATION: That the City Council approve an additional budget appropriation of up to $5,000 to facilitate the final closeout of Assessment District 2000-1 Oxnard Blvd/Hwy 101 Interchange bonds (Fund 500, Subfund 5050).

(This item is a continuation of an item previously brought to the City Council on February 17, 2026.)

12. Public Works Department
SUBJECT: Assignment of Easements to Calleguas Municipal Water District for the Calleguas – Ventura Interconnection (APN: 157-0-270-015).
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Easement Assignment Deed (A-8622) and Easement Transfer

Agreement (A-8623) with Calleguas Municipal Water District for APN 157-0-270-015.

(Public Works and Transportation Committee approved 3-0 on May 26, 2026.)

13. Public Works Department
SUBJECT: Purchase Order with Quinn Company for One Caterpillar 950 Wheel Loader for the Environmental Resources Division.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with Quinn Company in an amount not to exceed $573,818.15 for the purchase of one new Caterpillar Inc. Model 950 Wheel Loader, utilizing the Sourcewell cooperative purchasing agreement (#011723-CAT), for use by the Environmental Resources Division.

(Public Works and Transportation Committee approved 3-0 on May 26, 2026.)

14. Public Works Department
SUBJECT: Multiple Agreements for On-Call Construction Management and Inspection Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of three years from July 1, 2026, to June 30, 2029, with an option for two consecutive one-year period extensions ending June 30, 2031, for on-call construction management and inspection services:

1. Agreement 32600484 with Filippin Engineering, Inc., for a total amount not to exceed $500,000.00;
2. Agreement 32600485 with Michael K. Nunley & Associates, LLP, for a total amount not to exceed $500,000.00;
3. Agreement 32600486 with MNS Engineers, Inc. for a total amount not to exceed $500,000.00; and
4. Agreement 32600488 with Turner & Townsend Heery, LLC, for a total amount not to exceed $500,000.00.

(Public Works and Transportation Committee approved 3-0 on May 26, 2026)

15. Public Works Department
SUBJECT: Fourth Amendment to Agreement 32400156 Roesling Nakamura Terada Architects, Inc. for Architecture and Engineering Services for the Wastewater Division New Maintenance Building Project.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Fourth Amendment to an Agreement with Roesling Nakamura Terada Architects, Inc. in the amount of $200,000 for a new not to exceed value of

$1,300,000, and to extend the term through December 5, 2029, for additional planning, design and architecture work required for the New Wastewater Maintenance Building Project Number C2236.

(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.)

Consent Item No. L-2
Consent Item L-2 was removed from the agenda.

Consent Item No. L-7 and L-8*
*Consent Item L-7 and L-8 will be listed in the Oxnard Housing Authority minutes.

Consent Item No. L-5
It was moved by Perello, seconded by Rodriguez, to approve the Information/Consent Item L-5 as presented. VOTE: Perez, Rodriguez, Starr, Basua, Perello and Mc Arthur voted in favor; the motion carried 6-0-1. Mayor Pro Tem recused himself.

Consent Item Nos. L-1, L-3, L-4, L-6, L-9, L-10, L-11, L-12, L-13, L-14 and L-15
It was moved by Rodriguez, seconded by Perello, to approve the Information/Consent Items as presented. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; the motion carried 7-0.

M. PUBLIC HEARINGS

1. Public Works Department
SUBJECT: 2025 Urban Water Management Plan and Water Shortage Contingency Plan.
RECOMMENDATION: That the City Council:

   1. Receive a presentation and receive public comment regarding the City of Oxnard's 2025 Urban Water Management Plan and Water Shortage Contingency Plan;
   2. Hold a Public Hearing on the 2025 Urban Water Management Plan and Water Shortage Contingency Plan; and
   3. Adopt **Resolution No. 16,052** to approve the 2025 Urban Water Management Plan and Water Shortage Contingency Plan and authorize City staff to file the plans with the State of California.

(Public Works and Transportation Committee approved 3-0 on May 26, 2026.)

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

The City Clerk announced the affidavit of publication published in Vida Newspaper on May 28 and June 4, 2026 and stated there were no written communications received on this item.

The Public Works Director and Water Manager made some opening remarks and introduced Spencer Waterman of Water Systems Consulting, who assisted in the preparation of the Urban Water Management Plan. Mr. Waterman presented an overview of projected water demands and anticipated water supplies through 2050 and discussed resource strategies designed to ensure long-term water supply reliability under normal, single-dry year, and multiple-dry year conditions.

The Public Works Director, Water Manager and Consultant Waterman engaged in discussion following the presentation.

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

Public comment was received from Debbie Mitchell.

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

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

2. Public Works Department

SUBJECT: Fiscal Year (FY) 2026-27 Resolution to Levy Assessments in the Waterways Maintenance District.

RECOMMENDATION: That the City Council, acting as the legislative body for the Waterways Maintenance District:

1. Hold a public hearing regarding proposed assessments for the Waterways Maintenance District for Fiscal Year 2026-27;
2. Adopt **Resolution No. 16,053** to levy the maintenance assessment on property within the Waterways Maintenance District for Fiscal Year 2026-27; and
3. Authorize the Approval of Agreement A-8620, entered into by and between the City of Oxnard and the Harbour Island Homeowners Association, accepting the donation of $10,000 from the Harbour Island Homeowners Association (HOA) to support landscape maintenance and on-call services within the Waterways Maintenance District Zone 2.

(Finance and Governance Committee approved 2-1 on May 26, 2026.)

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

The City Clerk announced the affidavit of publication published in Vida Newspaper on June 4, 2026 and stated there were no written communications received on this item.

The Public Works Director and Special Districts Manager 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 comment was received by Debbie Mitchell.

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

It was moved by Mayor Pro Tem, *seconded by Councilwoman Basua*, to approve the recommendation action as presented. VOTE: Teran, Basua, Perello, Perez, Rodriguez, and Mc Arthur voted in favor; the motion carried 6-1. Councilmember Starr voted no.

3. Public Works Department
SUBJECT: Adoption of Resolution Confirming FY 2026-27 Landscape Maintenance Districts Diagrams and Assessments.
RECOMMENDATION: That City Council, acting as the legislative body for the City's Landscape Maintenance Districts (LMDs):

    1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2026-27 assessments in the City's LMDs; and
    2. Adopt "**Resolution No. 16,054** of the City Council of the City of Oxnard, California, Confirming Diagrams and Assessments for Fiscal Year 2026-27 in Connection with the City's Landscape Maintenance Districts."

(This item did not originate in Committee.)

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

The City Clerk announced the affidavit of publication published in Vida Newspaper on June 4, 2026 and stated there were no written communications received on this item.

The Public Works Director and Special Districts Manager 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 Ray Blattel and Alicia Percell.

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

It was moved by Councilmember Perello, *seconded by Councilwoman Basua*, to approve the recommendation action as presented. VOTE: Teran, Basua, Perello, Perez, Rodriguez and Mc Arthur voted in favor; the motion carried 6-1. Councilmember Starr voted no.

At 9:12 p.m., the City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

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

N. REPORTS

1. Finance Department
SUBJECT: FY2026-27 Public Safety Property Tax Assessment.
RECOMMENDATION: That the City Council adopt **Resolution No. 16,055** establishing the FY 2026-27 tax rates on property in the City of Oxnard for the payment of voter-approved obligations related to public safety personnel pension expenses.

(This item did not originate in Committee.)

The Chief Financial Officer presented and was available to answer questions. Discussion ensued among the Council and staff. No public comments were received.

It was moved by Councilwoman Basua, seconded by Mayor Pro Tem Teran, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez, Teran and Mc Arthur voted in favor; the motion carried 6-1. Councilmember Starr voted no.

2. Housing Department
SUBJECT: Authorize the Assessment and Collection of Fees within the Oxnard Downtown Management District for Fiscal Year 2026-27.

RECOMMENDATION: That the City Council adopt **Resolution No. 16,056** authorizing the assessment and collection of fees within the Oxnard Downtown Management District for Fiscal Year 2026-27.

(This item did not originate in Committee.)

No public comments were received.

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

3. Housing Department
SUBJECT: Housing Authority Low Rent Public Housing and Housing Choice Voucher Program Budgets for Fiscal Year 2026-27. – **Will be list in the Housing Authority Minutes.**

OXNARD HOUSING AUTHORITY

At 9:38 p.m., the joint meeting with the Oxnard Housing Authority concluded.

4. Public Works Department
SUBJECT: Fiscal Year (FY) 2026-27 Special Tax Levy for Community Facility Districts Numbers 1, 2, 3, 4, 5, 8, 9 and 2000-3.
RECOMMENDATION: That the City Council acting as the legislative body for Community Facilities Districts (CFD) No. 1, 2, 3, 4, 5, 8, 9 and 2000-3:

1. Adopt **Resolution No. 16,057** setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for Fiscal Year 2026-27;
2. Adopt **Resolution No. 16,058** setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for Fiscal Year 2026-27;
3. Adopt **Resolution No. 16,059** setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for Fiscal Year 2026-27;
4. Adopt **Resolution No. 16,060** setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for Fiscal Year 2026-27;
5. Adopt **Resolution No. 16,061** setting a special tax rate within CFD No. 5 (Riverpark) for Fiscal Year 2026-27;
6. Adopt **Resolution No. 16,062** setting special tax rates within CFD No. 8 (Sakioka Farms Business Park) for Fiscal Year 2026-27;
7. Adopt **Resolution No. 16,063** setting special tax rates within CFD No. 9 (North Shore at Mandalay Bay) for Fiscal Year 2026-27;
8. Adopt **Resolution No. 16,064** setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2026-27; and

9. Authorize the Public Works Director, or designee, to execute an agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.

(The Finance and Governance Committee approved recommendations 5 and 9, 3-0 and 1, 2, 3, 4, 6, 7, and 8, 2-1 on May 26, 2026.)

No public comments were received.

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Starr, to approve Recommendation Items 5 and 9. VOTE: Rodriguez, Starr, Teran, Basua, Perello, Perez and Mc Arthur voted in favor; the motion carried 7-0.

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve Recommendation Items 1, 2, 3, 4, 6, 7, and 8. VOTE: Perez, Rodriguez, Teran, Basua, Perello and Mc Arthur voted in favor; the motion carried 6-1. Councilmember Starr voted no.

5. Finance Department

SUBJECT: Adoption of Fiscal Year 2026-27 Proposed Budget.

RECOMMENDATION:

That the City Council adopt the following resolutions:

a. A **Resolution No. 16,065** of the City Council of the City of Oxnard Approving the City Operating and Capital Improvement Budget for Fiscal Year 2026-27; and
b. A **Resolution No. 16,066** of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2026, in accordance with the Operating Budget for the Fiscal Year 2026-27; and
c. A **Resolution No. 16,067** of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules and Approving the attached Classification and Salary Schedule; and
d. A **Resolution No. 16,068** of the City Council of the City of Oxnard Establishing Financial Management Policies; and
e. A **Resolution No. 16,069** of the City Council of the City of Oxnard Establishing an Appropriation Limit for the Fiscal Year 2026-27; and
f. A **Resolution No. 16,070** of the City Council of the City of Oxnard Adopting a Master Fee Schedule

Public comment was received from Ray Blattel.

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

It was moved by Mayor Pro Tem Teran, seconded by Councilmember Perello, to approve items A through F, except E. VOTE: Perez, Rodriguez, Teran, Basua, Perello and Mc Arthur voted in favor; the motion carried 6-1. Councilmember Starr voted no.

6. City Manager Department

SUBJECT: Report on Measure O and Consideration of Placing the Renewal of a ½ cent Transactions (Sales) and Use Tax Measure on the November 3, 2026 Ballot.

RECOMMENDATION: That the City Council:

1. Receive a report on Measure O;
2. Consider adopting **Resolution No. 16,071** entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA ORDERING AN ELECTION TO BE HELD ON NOVEMBER 3, 2026 TO CONSIDER THE ADOPTION OF A MEASURE ENTITLED "CITY OF OXNARD PUBLIC SAFETY, FINANCIAL STABILITY MEASURE (NO TAX RATE INCREASE)" AND REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS.

Public comments were received from Doug Partello, Virtual speaker, Randy Latimer, Correy, Ray Blattel, Alicia Percell, Steve Huber, Manuel Herrera, Andy Colin, Tom Cady, Greg Runyon, Stacy Miller, Nancy Lindholm, Elisabeth Paniagua and Debbie Mitchell.

It was moved by Councilmember Starr to amend the ballot question to read as follows: "Save Oxnard sales tax extension. Shall the Measure permanently extending an existing 1.5% sales tax beyond its scheduled expiration date providing $20 million annually for Oxnard general municipal purposes be adopted?" so that way, it's not argumentative. The motion did not receive a second. The motion failed.

It was moved by Councilmember Perello, seconded by Councilwoman Basua, to approve the recommended action. VOTE: Basua, Perello, Perez, Rodriguez, Teran and Mc Arthur voted in favor; the motion carried 6-1. Councilmember Starr voted no.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 11:03 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: June 30, 2026

TO: City Council

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

SUBJECT: Final Parcel Map for Tentative Subdivision Map for Sturgis Business Park Suites Subdivision.

RECOMMENDATION

That the City Council:

1. Accept Parcel Map No. 24-300-02 (Planning and Zoning Permit No. 24-300-02) for the Sturgis Business Park Suites Subdivision; and
2. Receive and file a "Notice of Pending Approval" for Subdivision Map No. 24-300-02 by the Community Development Director including signature of "City Council's Certificate" on the title sheet.

BACKGROUND

On July 29, 2025, the City Council approved Tentative Subdivision Map No. 24-300-02 (Planning and Zoning Permit No. 24-300-02) located at 2360, 2362, & 2364 Sturgis Road for the Sturgis Business Park Suites subdivision. Tentative Subdivision Map No. 24-300-02 included the subdivision of a developed 3.33-acre parcel with three industrial buildings containing 22 lots for condominium purposes.

DISCUSSION

This Parcel Map will subdivide the property to create one lot for common area (containing parking, driveways, landscaping and pedestrian pathways) and 22 lots matching the tenant spaces within the existing buildings to create industrial condominiums. This subdivision will create the ability for each tenant space within each of the industrial buildings to be sold, while creating a common lot and a mechanism for maintenance of common areas (Attachment 2). Filed by designated agent Scott Uhles, Delane Engineering, Inc., 2812 Santa Monica Boulevard, Suite 206, Santa Monica, CA 90404, on behalf of the property owner, James Leff, LT Sturgis LLC, 29601 Agoura Road, Calabasas, CA 91303.

In accordance with Chapter 15, Division 3, Section 15-55 of the "Subdivision Ordinance" of the Oxnard City Code, the Community Development Director intends to approve the map within ten business days following this City Council meeting. Within the ten business days following the City Council's receipt of "Notice of Pending Approval" the City Clerk will attest in signature to the Community Development Director's approval at that time (see Attachment 2).

The City Engineer/Surveyor has reviewed the Parcel Map and issued their approval by providing the Verification of Status form indicating that the Parcel Map, as currently prepared, will be in compliance with the State Subdivision Map Act and Oxnard City Code requirements, and will conform to the previously approved Tentative Subdivision Map No. 24-300-02 (Attachment 3).

ENVIRONMENTAL IMPACT

The City Council previously found the Tentative Subdivision Map Categorically Exempt from the State of California

Environmental Quality Act (CEQA) Guidelines in accordance with Section 15301(k) (Class 1, Existing Facilities). The acceptance of a Parcel Map consistent with a Tentative Map, and implementing conditions of approval is Statutorily Exempt from the CEQA Guidelines in accordance with Section 15268 (Ministerial Projects).

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, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

The map provides ownership opportunities for existing and new small industrial businesses which can result in increased property tax revenue to the City.

COMMITTEE OUTCOME

This Map originated from a City Council public hearing on July 29, 2025, approving Tentative Subdivision Map No. 24-300-02 (Planning and Zoning Permit No. 24-300-02). The City Council meeting can be viewed online at the following link: July 29, 2025: https://www.youtube.com/live/oBGlzqPzvjw?si=QtTwIOFsWrr47lPr. The recommended actions are consistent with that action; therefore, this item did not originate in Committee.

Prepared by: Juan Carlos Torres, Associate Planner

ATTACHMENTS

1. Parcel Map No. 24-300-02 (Planning and Zoning Permit No. 24-300-02)
2. Notice of Pending Approval - Parcel Map No. 24-300-02 (Planning and Zoning Permit No. 24-300-02)
3. Verification of Status form

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATES THAT THEY ARE THE OWNERS OF, RECORD HOLDERS OF SECURITY INTEREST THEREIN, OR HAVE RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION AND CONDOMINIUM PROJECT ENTITLED PARCEL MAP NO.24-300-02, SHOWN ON THIS MAP WITHIN THE EXTERIOR BOUNDARY LINE, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, AND THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION FOR CONDOMINIUM PURPOSES AND THAT THEY DO HEREBY DEDICATE TO THE CITY OF OXNARD AN EASEMENT AFFECTING DRIVE AISLES FOR PUBLIC UTILITIES, MAINTENANCE AND ACCESS AS SHOWN ON THIS MAP, AND THAT THEY DO HEREBY OFFER TO THE CITY OF OXNARD ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, AN ACCESS EASEMENT AS SHOWN ON THIS MAP, AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD THE EASEMENT FOR WATER LINE PURPOSES SHOWN ON THIS MAP, AND ALL USES INCIDENT THERETO.

LT STURGIS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

JAMES LEFF, VICE PRESIDENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS

ON FEB. 19, 2026 BEFORE ME, DEBORAH SANDLER, NOTARY PUBLIC, PERSONALLY APPEARED JAMES LEFF

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

NOTARY PUBLIC (SIGNATURE)

DEBORAH SANDLER
NAME (PRINTED)

2429237 JAN. 1, 2027
COMMISSION No. EXPIRATION DATE

PRINCIPAL PLACE OF BUSINESS:
~~VENTURA COUNTY~~ LOS ANGELES COUNTY

PROFESSIONAL LAND SURVEYOR
LARRY J FRAGER
No. 7998
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LT STURGIS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY IN SEPTEMBER, 2025. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL THE MONUMENTS SHOWN ON THIS MAP ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR AFTER FILING OF THIS PARCEL MAP) AND ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

FEB 5, 2026
DATE

LARRY J. FRAGER P.L.S. 7998

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED PARCEL MAP NO. 24-300-02, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND CITY OF OXNARD SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: May 12, 2026

TAI P. CHAU, RCE 74958
CITY ENGINEER OF THE CITY OF OXNARD

PROFESSIONAL LAND SURVEYOR
JAMES P. FALLON
NO 7807
STATE of CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE PARCEL MAP ENTITLED PARCEL MAP NO. 24-300-02, AND THAT I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATED: MAY 11, 2026

JAMES P. FALLON, P.L.S. 7807
ACTING CITY SURVEYOR, CITY OF OXNARD

SIGNATURE OMISSIONS:

THE SIGNATURES OF THE FOLLOWING EASEMENT OWNERS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

CHEVRON U.S.A. INC., A CALIFORNIA CORPORATION, AS EASEMENT HOLDER FOR RIGHT TO DRILL INTO AND OUT OF THAT PORTION OF THE SUBSURFACE OF SAID LAND, LYING MORE THAN FIVE HUNDRED FEET (500) BELOW THE SURFACE, BY MEANS OF A WELL OR WELLS AND OTHER PURPOSES, RECORDED DECEMBER 2, 1986, AS INSTRUMENT NO. 86-174809 OF OFFICIAL RECORDS. (SAID EASEMENT IS BLANKET IN NATURE.)

GTE CALIFORNIA INCORPORATED, A CORPORATION, EASEMENTS HOLDER FOR COMMUNICATION AND OTHER PURPOSES, RECORDED JANUARY 18, 1989, AS INSTRUMENT NO. 89-008343 OF OFFICIAL RECORDS.

THE CITY OF OXNARD, A POLITICAL CORPORATION AND GOVERNMENT AGENCY, EASEMENT HOLDER FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, RECORDED FEBRUARY 17, 1989, AS INSTRUMENT NO. 89-025926 OF OFFICIAL RECORDS.

THE CITY OF OXNARD, A POLITICAL CORPORATION AND GOVERNMENT AGENCY, EASEMENT HOLDER FOR WATER LINE CONSTRUCTION, MAINTENANCE AND REMOVAL, PUBLIC SIDEWALK PURPOSES, RECORDED MAY 23, 1989, AS INSTRUMENT NO. 89-081319 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, EASEMENT HOLDER FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEM AND COMMUNICATION SYSTEM PURPOSES, RECORDED APRIL 26, 1990, AS INSTRUMENT NO. 90-062488 OF OFFICIAL RECORDS.

THE NORTHFIELD BUSINESS PARK ASSOCIATION, A NONPROFIT CORPORATION, EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITY PURPOSES, LANDSCAPE, SANITARY SEWER AND STORM DRAIN AND OTHER PURPOSES, RECORDED NOVEMBER 4, 1987, AS INSTRUMENT NO. 87-178976 OF OFFICIAL RECORDS. (EASEMENTS CANNOT BE ACCURATELY LOCATED BY SAID DOCUMENT.)

THE CITY OF OXNARD, A POLITICAL CORPORATION AND GOVERNMENTAL AGENCY, EASEMENT HOLDER FOR PUBLIC UTILITIES PURPOSES, AS DEDICATED ON THE MAP OF TRACT No. 3943, RECORDED IN BOOK 108, PAGES 49 THROUGH 58, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF VENTURA.

THE SIGNATURE OF THE FOLLOWING EASEMENT OWNER HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY:

MARGARET E. BORCHARD, ET AL., OWNERS OF ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS, IN AND UNDER SAID LAND, BUT WITHOUT THE RIGHT TO ENTER ON THE SURFACE THEREFOR OR WITHIN FIVE HUNDRED (500) FEET BENEATH THE SURFACE, AS GRANTED IN THE DEED RECORDED JULY 30, 1982, AS DOCUMENT NO. 70746, AS OF OFFICIAL RECORDS.

CITY COUNCIL'S CERTIFICATE:

THIS MAP ENTITLED PARCEL MAP No. 24-300-02, CONSISTING OF 3 SHEETS, HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL, PURSUANT TO THE CITY COUNCIL'S DELEGATION AUTHORITY ADOPTED NOVEMBER 15, 2016 PURSUANT TO ORDINANCE No. 2910, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY APPROVES THIS MAP ON THE ____ DAY OF _____, 20____ AND DO HEREBY ACCEPT THE FOLLOWING SHOWN ON THIS MAP:

1. TO THE CITY OF OXNARD AN EASEMENT AFFECTING DRIVE AISLES FOR PUBLIC UTILITIES, MAINTENANCE AND ACCESS AS SHOWN ON THIS MAP.
2. TO THE CITY OF OXNARD ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, AN ACCESS EASEMENT AS SHOWN ON THIS MAP.
3. TO THE CITY OF OXNARD AN EASEMENT FOR WATER LINE PURPOSES AS SHOWN ON THIS MAP.

IN WITNESS THEREOF AND PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS AFFIXED HERETO THIS ____ DAY OF _____, 20___.

ATTEST:

LOURDES A. LOPEZ, CITY CLERK
CITY OF OXNARD

JEFF R. PENGILLEY
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF OXNARD

COUNTY RECORDER'S STATEMENT:

DOCUMENT No. _____

FILED THIS _____ DAY OF _____, 20__, AT _____.M.

IN BOOK _____ OF PARCEL MAPS, AT PAGES _____, AT THE REQUEST OF LT STURGIS, LLC, A CALIFORNIA LIMITED LIABLITY COMPANY.

MICHELLE ASCENCION
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

COUNTY TAX COLLECTOR'S CERTIFICATE:

I HEREBY STATE THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATED: _____

SUE HORGAN
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

TOTAL GROSS AREA = 3.33 ACRES

PARCEL MAP
No. 24-300-02

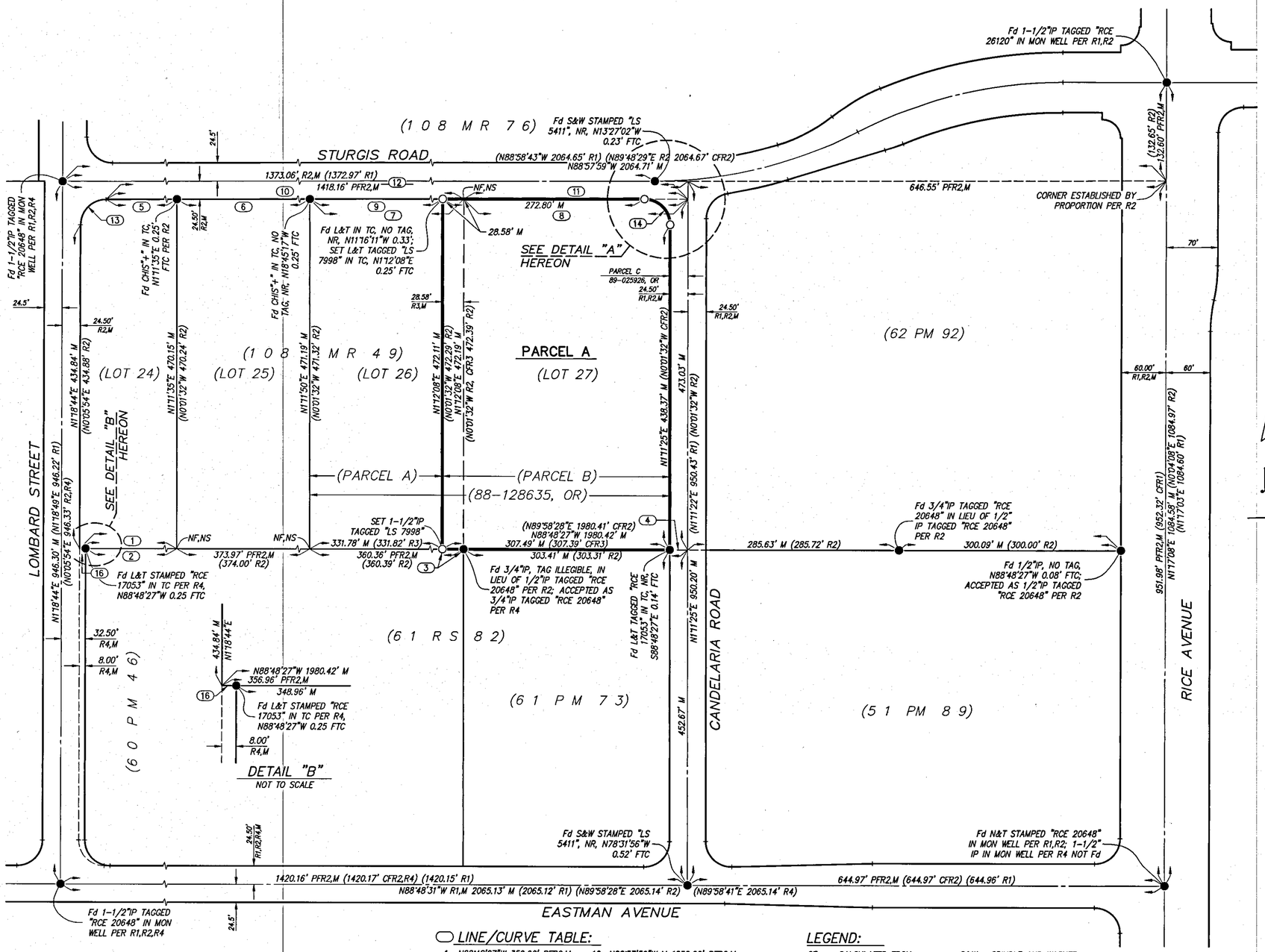
FOR CONDOMINIUM PURPOSES

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

BEING ALL OF LOT 27 AND THE EASTERLY 28.58 FEET OF LOT 26 OF TRACT No 3943, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 108, PAGES 49 THROUGH 58, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AND DESCRIBED AS PARCEL B OF LOT LINE ADJUSTMENT No. 88-1, RECORDED SEPTEMBER 6, 1988 AS INSTRUMENT No. 88-128635 OF OFFICIAL RECORDS.

SEPTEMBER 2025

BENNER and CARPENTER, INC.
CIVIL ENGINEERS LAND SURVEYORS
400 W. Ventura Boulevard, Suite 255
Camarillo, CA 93010
(805) 525-3396



LINE/CURVE TABLE:

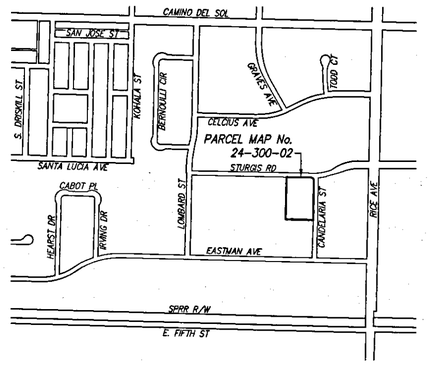
1	N88°48'27"W 356.96' PFR2,M (N89°58'28"E 356.99' CFR2)	10	N88°57'59"W M 1056.06' PFR2,M (N89°48'29"E 1056.05' R2)
2	N88°48'27"W 348.96' M	11	N88°57'59"W M 303.31' PFR2,M (N89°48'29"E 303.31' CFR2)
3	N88°48'27"W 28.58' M	12	N88°57'59"W M 1359.37' M (N89°48'29"E 1359.36' CFR2)
4	N88°48'27"W M 24.50' CFR2, M (N89°58'28"E R2,R3)	13	Δ=89°43'18" R=34.50' T=34.33' L=54.02' M (Δ=89°42'36" R=34.50' T=34.33' L=54.02' R2)
5	N88°57'59"W M 321.65' R2,M (N89°48'29"E R2)	14	Δ=90°09'24" R=34.50' T=34.59' L=54.29' M (Δ=90°09'59" R=34.50' T=34.60' L=54.29' CFR2)
6	N88°57'59"W M 374.00' R2,M (N89°48'29"E R2)	15	N88°57'59"W M 59.09' M
7	N88°57'59"W M 360.40' PFR2,M (N89°48'29"E 360.40' R2)	16	N88°48'27"W M 8.00' R4,M (N89°58'41"E R4)
8	N88°57'59"W M 303.31' PFR2,M (N89°48'29"E 303.31' CFR2)		
9	N88°57'59"W M 331.82' R3,M (N89°48'29"E R3)		

LEGEND:

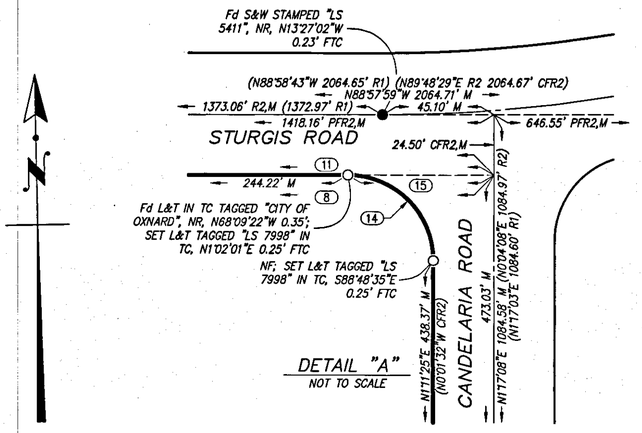
CF	CALCULATED FROM
CHIS	CHISELED
Fd	FOUND
FTC	FROM TRUE CORNER
IP	IRON PIPE
L&T	LEAD AND TACK
M	MEASURED
MON	MONUMENT
MR	MISCELLANEOUS RECORDS
N&T	NAIL AND TIN
NF	NOTHING FOUND
NR	NO RECORD
NS	NOTHING SET
OR	OFFICIAL RECORDS
PF	PROPORTIONED FROM
PM	PARCEL MAPS
RS	RECORDS OF SURVEY
S&W	SPINDLE AND WASHER
TC	TOP OF CURB
●	FOUND MONUMENT AS NOTED
○	SET MONUMENT AS NOTED
R1	61 RS 82
R2	108 MR 49 (TRACT No. 3943)
R3	88-128635, OR (LOT LINE ADJUSTMENT 88-1)
R4	60 PM 46 (PARCEL MAP No. 01-5-11)

BASIS OF BEARINGS:

THE BEARING OF NORTH 88°48'31" WEST ALONG THE CENTERLINE OF EASTMAN AVENUE, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 61, PAGES 82 THROUGH 87, INCLUSIVE OF RECORDS OF SURVEY, WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.



VICINITY MAP
NOT TO SCALE



DETAIL "A"
NOT TO SCALE

GRAPHIC SCALE

100 0 100 200 300

1 inch = 100 feet

TOTAL GROSS AREA = 3.33 ACRES

PARCEL MAP No. 24-300-02

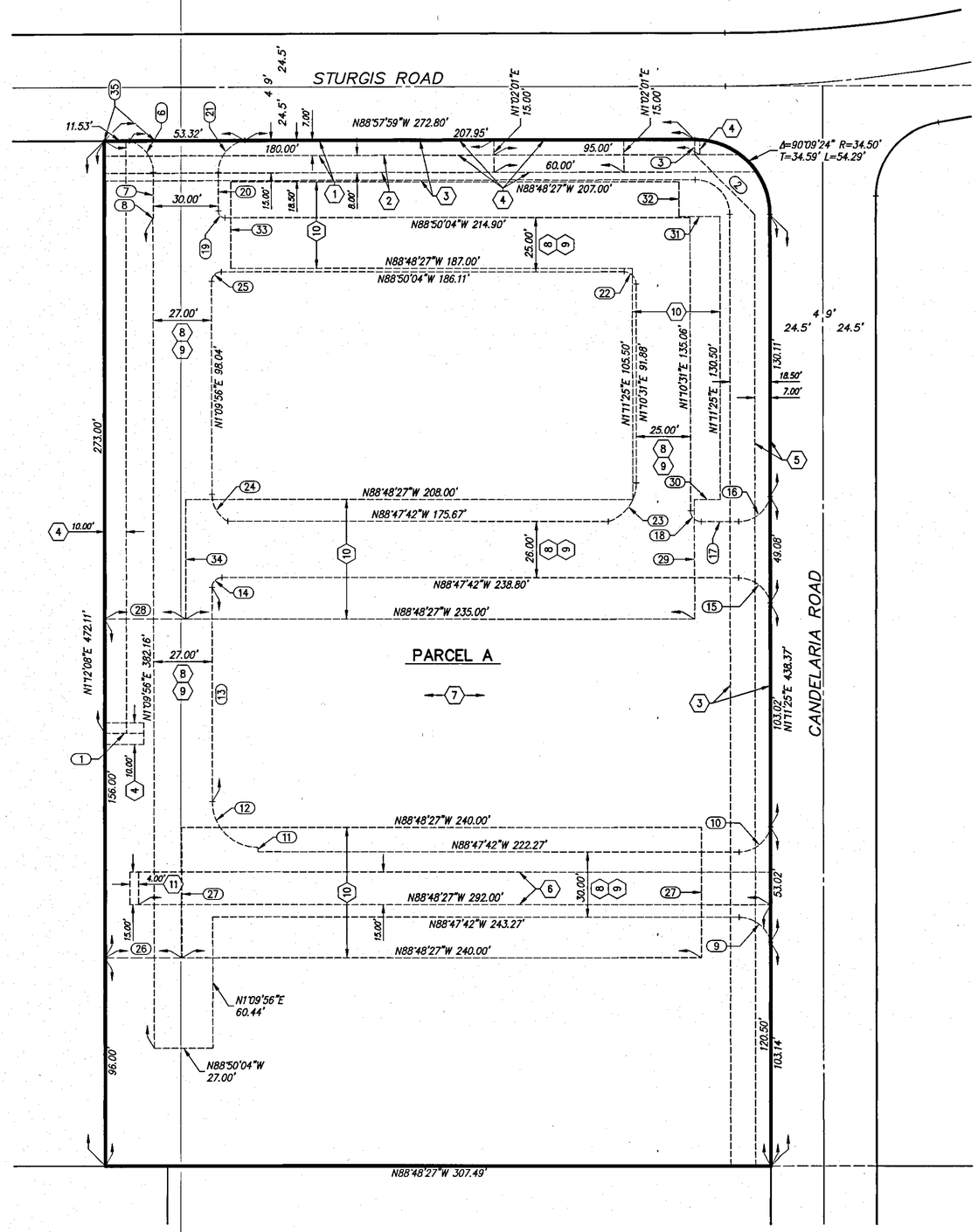
FOR CONDOMINIUM PURPOSES

IN THE CITY OF OXNARD
COUNTY OF VENTURA
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SEPTEMBER 2025

BENNER and CARPENTER, INC.
CIVIL ENGINEERS LAND SURVEYORS
400 W. Ventura Boulevard, Suite 255
Camarillo, CA 93010
(805) 525-3396



EASEMENT LOCATIONS

EASEMENT LEGEND:

1 PUBLIC UTILITY EASEMENT TO THE CITY OF OXNARD PER TRACT No. 3943
2 EASEMENT FOR COMMUNICATION AND OTHER PURPOSES TO GTE CALIFORNIA INC. PER 89-008343, OR
3 PUBLIC SIDEWALK EASEMENT TO THE CITY OF OXNARD PER 89-081319, OR
4 EASEMENT FOR UNDERGRAOUND ELECTRIC SUPPLY SYSTEM AND COMMUNICATION PURPOSES TO SOUTHERN CALIFORNIA EDISON COMPANY PER 90-062488, OR
5 PUBLIC UTILITY EASEMENT TO THE CITY OF OXNARD PER 89-025926, OR
6 WATERLINE EASEMENT TO THE CITY OF OXNARD PER 89-081319, OR
7 EASEMENT FOR DRILLING RIGHTS TO CHEVRON USA INC. PER 86-174809, OR (BLANKET IN NATURE)
8 PROPOSED EASEMENT AFFECTING DRIVE AISLES FOR PUBLIC UTILITIES, MAINTENANCE AND ACCESS IN FAVOR OF THE CITY OF OXNARD
9 PROPOSED ACCESS EASEMENT FOR PUBLIC HEALTH, SAFETY AND WELFARE, DEDICATED HEREON BY THIS MAP TO THE CITY OF OXNARD ON BEHALF OF ALL GOVERNMENTAL AGENCIES
10 ONSITE DETENTION BASINS, AS DESCRIBED IN 89-080145, OR
11 PROPOSED WATER LINE EASEMENT IN FAVOR OF THE CITY OF OXNARD

LINE/CURVE TABLE:

1	N88°50'04"W 18.00'	18	Δ=89°58'13" R=5.00' T=5.00' L=7.85'
2	N43°53'17"W 38.94'	19	Δ=90°00'00" R&T=3.00' L=4.71'
3	N1°02'01"E 7.00'	20	N1°09'56"E 17.80'
4	NOT USED	21	Δ=79°23'38" R=15.00' T=12.45' L=20.79'
5	NOT USED	22	Δ=90°00'35" R=5.50' T=5.50' L=8.64'
6	Δ=74°51'51" R=15.00' T=11.48' L=19.60'	23	Δ=72°36'45" R=18.50' T=13.59' L=23.45'
7	N1°09'56"E 21.33'	24	Δ=62°05'07" R=14.00' T=8.43' L=15.17'
8	N88°50'04"W 0.22'	25	Δ=90°00'00" R&T=4.50' L=7.07'
9	Δ=76°17'02" R=15.00' T=11.78' L=19.97'	26	N88°48'27"W 35.47'
10	Δ=76°47'41" R=15.00' T=11.89' L=20.10'	27	N1°11'25"E 60.00'
11	N1°12'18"E 2.00'	28	N88°48'27"W 37.44'
12	Δ=89°57'38" R=21.00' T=20.99' L=32.97'	29	N1°11'25"E 55.00'
13	N1°09'56"E 98.71'	30	N88°48'27"W 12.00'
14	Δ=90°02'22" R=4.50' T=4.50' L=7.07'	31	N88°48'27"W 19.00'
15	Δ=76°54'14" R=15.00' T=11.91' L=20.13'	32	N1°11'25"E 17.00'
16	Δ=76°25'32" R=15.00' T=11.81' L=20.01'	33	N1°11'25"E 42.00'
17	N88°47'42"W 17.25'	34	N1°11'25"E 55.00'
		35	N88°57'59"W 23.61'

GRAPHIC SCALE

40 0 40 80 120

1 inch = 40 feet

TOTAL GROSS AREA = 3.33 ACRES

PARCEL MAP No. 24-300-02

FOR CONDOMINIUM PURPOSES

IN THE CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA

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SEPTEMBER 2025

BENNER and CARPENTER, INC.
CIVIL ENGINEERS LAND SURVEYORS
400 W. Ventura Boulevard, Suite 255
Camarillo, CA 93010
(805) 525-3396

MEMORANDUM

July 7, 2026

TO: City Council

FROM: Jeff Pengilley, Community Development Director

SUBJECT: Notice of Pending Approval -ParcelMap No. 24-300-02 for the Sturgis Business Park subdivision (Planning and Zoning Permit No. 24-300-02). Filed by designated agent Scott Uhles, Delane Engineering, Inc., 2812 Santa Monica Boulevard, Suite 206, Santa Monica, CA 90404, on behalf of the property owner, James Leff, LT Sturgis LLC, 29601 Agoura Road, Calabasas, CA 91303.

In accordance with Ordinance 2910, the City Council will receive notification at its regular scheduled meeting of July 7, 2026 that the Community Development Director intends to approve Planning and Zoning Permit No. 24-300-02, Parcel Map No. 24-300-02 for the Sturgis Business Park subdivision, a 3.215-acre developed, industrially zoned property that will be divided into 22 parcels for condominium purposes located at 2360, 2362, & 2364 Sturgis Road, within ten business days following the July 7, 2026 City Council meeting.

On July 29, 2025, the City Council approved Tentative Subdivision Map No. 24-300-02 for the Sturgis Business Park Suites subdivision. Tentative Subdivision Map No. 24-300-02 included the subdivision of a developed parcel into 22 lots for condominium purposes.

The subject Parcel map was reviewed for conformance with the City's conditions of approval and the State Subdivision Map Act (SMA). The City's Engineer has certified that the subject map complies with the Planning Commission and City Council Resolutions which approved the Tentative Parcel Map for this subdivision and complies with the provisions of the SMA.

The Community Development Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard City Code. Questions concerning this pending action can be directed to J. Carlos Torres, Associate Planner, by calling 805-385-8156 or via email at juan.carlostorres@oxnard.org.

CITY OF OXNARD CALIFORNIA

VERIFICATION OF STATUS:
FINAL MAPS AND IMPROVEMENT PLANS

Tract/Parcel Map
Project Location:
Parcel Map 24-300-02

☒ Map requires security or letter from the surveyor of record indicating all monuments have been set.

☐ The Development Services Program does not require improvement plans for this development.

☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.

☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.

☒ The Final Map has been signed.

DATE: 5/12/2026

Tai Chau, PE, City Engineer
Community Development

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.3

DATE: June 30, 2026

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Second Amendment to Agreement for Administration of the Senior Nutrition Program.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to Agreement A-8595 with the County of Ventura for an additional $420,000 for a total agreement value not to exceed $880,000 in grant revenue for the administration of the Senior Nutrition Program; and
2. Approve a Fiscal Year 2026-27 budget appropriation and corresponding grant revenue recognition in the amount of $420,000 to the Federal Grants Fund (200).

(This item did not originate in Committee.)

BACKGROUND

The Ventura County Area Agency on Aging (VCAAA) operates the Senior Nutrition Program (SNP). The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education, and related supportive services to persons aged 60 years and older. The SNP provides nutritious meals for older adults and people with disabilities within Ventura County through the Senior Nutrition Program (SNP), which includes Congregate and Home-Delivered Meal (HDM) services. The SNP, via collaboration with partner agencies in Ventura County cities, gives the senior populations across Ventura County access to nutritious meals and contributes to maintaining their health, safety, dignity, and quality of life.

The City of Oxnard operates four senior centers and, through its partnership with the VCAAA, provides nutrition services at three senior center locations (Colonia, Palm Vista and Wilson), as well as home-delivered meal services for eligible older adults. Nutrition services include the procurement, preparation, transportation, and service of meals in both congregate settings and seniors' homes. Additional program components include outreach, client assessments for home-delivered meal eligibility, monthly program reporting, and fiscal administration.

Over the last five fiscal years, the City has provided an average of 40,938 meals annually through its senior nutrition program. Meal service demand increased significantly during the COVID-19 pandemic. Since that time, service levels have remained consistent, averaging approximately 19,270 congregate meals and 21,668 home-delivered meals annually. Actual meal counts for the last five fiscal years are as follows:

- FY 2020-21: 10,181 congregate meals and 18,250 home-delivered meals
- FY 2021-22: 21,977 congregate meals and 20,700 home-delivered meals
- FY 2022-23: 21,315 congregate meals and 22,555 home-delivered meals
- FY 2023-24: 21,484 congregate meals and 24,510 home-delivered meals
- FY 2024-25: 21,394 congregate meals and 22,325 home-delivered meals.

Historically, the County covered the full cost of all food, food preparation, and paper products for the program, while also providing the City with funding to cover the majority of labor costs associated with the program. Between the fiscal years of 2019 through 2023, the County's contributions ranged between approximately $137,000 - $187,000 annually, which the City used solely to fund City staff to support the SNP. The cities and partner agencies were responsible for ordering food, but were excluded from the fiscal side of food procurement as this was managed by VCAAA. The grant requires a 10% in-kind match, which the City fulfills through the use of City senior centers for the congregate meals and a standing site for home-delivered meals.

Due to federal funding cuts, in late 2025 the Ventura County Human Services Agency (HSA) announced its intent to withdraw from administering the VCAAA, effective June 30, 2026, and transition oversight of senior programs and resources to the State of California Department of Aging. The proposed transition raised significant concerns among senior services advocates and throughout the jurisdictions in Ventura County due to the short transition timeline and the uncertainty that community-based organizations would be selected in time to fulfill needs for senior meal programs, transportation and other services without disruption.

On March 3, 2026, the Ventura County Board of Supervisors voted to pause the transition process to the State for at least one fiscal year while they assess possible alternatives for administering seniors programs. While the pause reduces the likelihood of service disruptions in Fiscal Year 26-27, there remains uncertainty regarding the long-term administration and funding of senior services programs throughout the County.

DISCUSSION

Beginning in Fiscal Year 2024-25, the funding and administration of the Senior Nutrition Program changed significantly. In prior years, the Ventura County Area Agency on Aging (VCAAA) directly managed and paid for the food, food prep and paper goods for the program, while also providing funding to partner agencies to support staffing costs. Under the revised program structure, the City is directly responsible for food and paper product procurement, vendor management, and staffing.

While the VCAAA increased the funding levels for its partner agencies, the total cost for the City’s expanded operational role and rising program costs continue to exceed available grant funds, thereby requiring supplemental City funding to maintain existing service levels for Oxnard seniors.

For Fiscal Year 2025-26, VCAAA funding increased to $420,000 to support the City’s Senior Nutrition Program and offset program-related costs. An additional $239,000 in gap funding was recommended by the Measure O Oversight Committee and approved by the City Council to maintain existing service levels in Oxnard. VCAAA gave an additional $40,000 towards program costs, resulting in a total agreement amount of $460,000 for FY25-26. It was approved by the City Council on March 17, 2026.

Currently, VCAAA funding of $420,000 supports all food and paper goods costs through approved vendors, including Azul, Jordanos, and Revolution, for both congregate and home-delivered meals at three of the City’s four senior centers: Colonia, Palm Vista, and Wilson Senior Centers.

For Fiscal Year 2026-27, staff recommends the City Council approve the second amendment to the agreement with VCAAA and accept $420,000 in grant funding to support the administration of the Senior Nutrition Program. To maintain existing service levels for Oxnard seniors, the program funding gap will be addressed through the use of Community Development Block Grant (CDBG) CARES Act funds in the amount of $331,927.57, which will fully support staffing costs associated with the Senior Nutrition Program as well as $43,515.00 in Measure O funding for meals and supplies. Combined with VCAAA funding, the total Senior Nutrition Program budget for FY 2026-27 will be $795,442.57.

The amendment with the County was approved on June 9, 2026, by the County Board of Supervisors.

Approval of this recommendation will allow the City to ensure the agreement will be executed with little to no impact on the program.

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

Approval of the recommended action will authorize grant revenue recognition and appropriation in Fiscal Year 2026-27 to the Federal Grants Fund (200) in the amount of $420,000. The grant is for primary services, including reimbursement for actual expenses, not to exceed $420,000.

The FY26-27 adopted budget includes $331,927.51 in gap funding through CDBG CARES ACT 2015503 and $43,515.00 in Measure O Fund 1045503 for a total SNP budget of $795,442.57.

The SNP suggests a donation of $3 per meal; however, no eligible individual (60 years and over) will be denied participation because of failure or inability to contribute. To account for the potential donations, there is a projected total donation amount of $3,500 from the program participants, which is also included in the Fiscal Year 2026-27 adopted budget (Federal Grants Fund - 2005501).

There is a 10% required in-kind match of grant funds not to exceed $42,000, which will be met by permitting the program to use the City-owned facilities.

For Finance Use Only: Fed. Grants Fund (Org. 2005503 Obj. 48200 & 53200) project G2401

COMMITTEE OUTCOME

This is a routine item and did not originate in Committee.

Prepared by: Pam Morrison, Cultural & Recreation Services Manager

ATTACHMENTS

1. VCAAA Agreement No. A-8595-Final (1)
2. VCAAA Senior Nutrition 1st Amendment #1 County of Vta. Contract
3. VCAAA Senior Nutrition 2nd Amendment County of Vta Contract

Ventura County Human Services Agency, Area Agency on Aging
Agreement and Assurances of Older Americans Act
Award for Services – Contract No. C2526.04

This agreement is made and entered into on July 1, 2025, by and between the **County of Ventura,** which includes its **Human Services Agency, Area Agency on Aging** (hereinafter called "County" or "Area Agency" or "VCAAA") and the **City of Oxnard** (hereinafter called "City" or "Contractor") for services specified in **Exhibits A-C** attached hereto and incorporated herein by reference ("Service Requirements"). The total compensation to be paid to Contractor shall not exceed **$420,000** (the "Contract Amount"). Matching contributions shall be **$42,000**.

Article I: Scope of Service and Performance Standards

Section 1
Contractor understands and agrees that unless agreed otherwise in writing by County, Contractor will abide by the terms of this contract.

Section 2

Contractor shall provide, in a satisfactory and proper manner as determined by the Area Agency's representative, the necessary personnel, equipment and materials required to carry out the services and/or activities as detailed in this contract and the attached **Exhibit A,** incorporated herein. Contractor agrees to provide the services in accordance with all applicable local, state, and federal designation and program standards, regulations and laws.

Contractor shall provide services provided for in this agreement in accordance with, and to comply with all terms of, the contracts (Area Plan (AP), as applicable) between the California Department of Aging (CDA) and the Area Agency ("the CDA Contract"), and will require any subcontractors to administer their subcontracts in accordance with this agreement and the CDA Contract, and with all applicable local, state, and federal laws and regulations including, but not limited to: those regarding discrimination, wages, and hours of employment; occupational safety; and, fire, safety, health and sanitation regulations, directives, guidelines and/or manuals related to this agreement, and resolve all issues using good administrative practices and sound judgment. A copy of the CDA Contract is on file with the Area Agency and is available upon request.

Section 3

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

The Contractor agrees that during the term of this agreement that they are of sound financial status. Any Contractor that is a private corporation, Joint Powers Agreement (JPA) or private nonprofit must be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. Failure to maintain good standing shall result in suspension or termination of this Agreement with the Area Agency on Aging until satisfactory status is restored.

COUNCIL APPROVED
L-2 7/1/25
DATE

Section 4

Under the terms of this contract, the following definitions apply:

CCR means California Code of Regulations.

CFR means Code of Federal Regulations.

Child means an individual who is not more than eighteen (18) years of age.

Contractor means the legal entity that receives funds from the Area Agency on Aging to provide direct services identified in and in accordance with this Agreement. This term may be used interchangeably with Vendor.

Eligible Service Population for Title III C-1 and C-2 means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

Individuals eligible to receive Senior Nutrition Program meals are as follows:

- *Congregate Meals* – Individuals eligible to receive meals at a congregate site are:
    a) Any older individual.
    b) The spouse of any older individual.
    c) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    d) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    e) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]
- *Home-Delivered Meals* – Individuals eligible to receive a home-delivered meal are individuals who are:
    a) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
    b) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
    c) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- *To-Go Meals* means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
    a) C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc., or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program

volunteer via telephone) during the meal.

b) C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction

Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

Individual with a disability means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

In-kind Contributions means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

Matching Contributions (called **Recipient Local Share** for Title V: [OAA § 502(c)(2)] [20 CFR 641.809]) means local cash and/or in-kind contributions made by the Contractor, Subcontractor, or other local resources. Matching Contributions qualify as match for the contract funding. Cash and/or in-kind contributions may count as match if such contributions are used to meet program requirements. Any matching contributions, or Recipient Local Share, (cash or in-kind) must be reported monthly and be verifiable from the records of the Contractor. Matching contributions, or Recipient Local Share, must be used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2CFR 2900].

Non-Matching Contributions means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).

Nutrition Education means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

OAA means Older Americans Act.

Program Income means revenue generated by the Contractor from contract-supported activities and may include:

a. Voluntary contributions received from a participant or responsible party as a result of services.
b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

Program Requirements means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations[22 CCR 7000 et seq.]; CDA Program Memoranda, and California Retail Food

Code (CRFC).

State and **Department** mean the State of California and the California Department of Aging (CDA) interchangeably.

Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

a. Be open to the public. [45 CFR 1321.53(b)(3)]
b. Not means test. [OAA § 315(b)(3)]
c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

Title III C-2 (Home-Delivered Nutrition Services) means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

Title III C-2 meals are compliant with the Older Californians Nutrition Program Menu Guidance

Vendor means an entity selling or providing goods or services. This term may be used interchangeably with Contractor.

Article II: Period of Performance

Except as otherwise provided, the term of this agreement shall commence on July 1, 2025, and terminate on June 30, 2026. This Agreement can be extended or renewed for additional years upon mutual agreement of both parties.

Article III: Program Budget and Payment Schedule

Section 1

The reimbursable compensation of this Agreement shall be paid in monthly increments upon receipt of an accurate invoice submitted monthly for all expenses incurred and paid for the previous month. Invoices shall be submitted no later than the fifteenth (15th) calendar day of the subsequent month to Human Services Agency-Fiscal Division.

In accordance with the approved budget ("Authorized Total Budget"), County will reimburse to Contractor the approved expenses within 30 days of receipt of an approved and accurate invoice.

No expenditure shall be made or obligation incurred in excess of this agreement, or not in

accordance with the Authorized Total Budget. Any expenditure of funds that is not in compliance with the Authorized Total Budget or this agreement, or not within the costs set forth in the Authorized Total Budget, shall not be chargeable to the County. Any unauthorized expenditures shall be borne by Contractor.

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.
(https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx)

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed.

Section 2

All payments shall be made in accordance with the provisions of this agreement and the Authorized Total Budget **(See Exhibit B)**. The funds to be paid by the Area Agency to Contractor are solely federal and state funds and shall be spent in accordance with the Authorized Total Budget. Contractor must obtain prior approval in writing from County's Fiscal Representative for any budget modifications.

Section 3

The Area Agency may, at its discretion, reallocate to other projects that portion of Contractor's Older Americans Act award which (during the mid-year or other budget review) is projected to become unexpended grant funds.

Section 4

Contractor shall maintain accounting records (including payroll records, bills, invoices and receipts) for all funds received pursuant to this agreement separate from any other funds administered by Contractor. This shall include program income, voluntary contributions, and all matching funds. Contractor shall also account for all other non-cash items, where applicable.

Section 5

In the event Contractor receives payment for a service to which reimbursement is disallowed by the Area Agency or to the Area Agency by the California Department of Aging or the Federal Administration on Aging, Contractor shall promptly refund the disallowed amount to the Area Agency on request.

Section 6

Funds made available under this Agreement shall supplement, and not supplant, any Federal, State, or local funds expended by a State or unit of general-purpose local government to provide Title III (excluding III E), or Title VII Programs. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b) and distinguished between "caregiver" and "grandparent" support services, as required for the Older Americans Act

Performance System (OAAPS). Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support informal caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.), or other caregiver services such as those provided through Caregiver Resource Centers, Linkages, Alzheimer's Day Care Resource Centers, Respite Purchase of Service, and other Title III funded providers.

Section 7

Costs incurred by the Contractor or subcontractor must be verifiable from the records of the Contractor or subcontractor and must be allowable as outlined in the Code of Federal Regulations [2 CFR 200] and [2CFR 2900] and may be cash or in-kind contributions.

Section 8

The maximum reimbursement amount allowable for indirect costs is 15% of Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 15% of the Contractor's MTDC per funding category. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)]

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

Administrative costs exceeding the maximum 15% may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from the Area Agency prior to budgeting the excess indirect costs as in-kind.

Section 9

Matching Requirements

1. The required minimum program matching contributions for Title III-C is ten percent (10%).
2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
3. Program matching contributions for Title III-C can be pooled to meet the minimum requirement of ten percent (10%).
4. Matching contributions generated in excess of the minimum required are considered overmatch.

Section 10

Should the Contractor begin work in advance of when the Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

Article IV: Reporting and Evaluation

Section 1

Contractor shall report data into LiveWellVC monthly. All program data must be reported online on or before the tenth (10^{th}) day of each month following the month being reported

and shall contain the information requested by the Area Agency. No request for payment of funds shall be approved by the Area Agency's representative until such reports have been timely filed.

Section 2

Area Agency may, at its discretion, conduct periodic evaluations or audits of the Program. Contractor shall cooperate with the Area Agency in evaluations of the Program as scheduled by the Area Agency. Contractor will collect and make available all pertinent project information as needed and/or requested and participate in any project site visits made by the Area Agency.

Article V: Information Integrity and Security

The Contractor, and its subcontractors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

Encryption of Computing Devices

The Contractor, and its subcontractors, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

Disclosure

1. The Contractor, and its subcontractors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.
2. The Contractor, and its subcontractors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as fingerprint, voiceprint or a photograph.
4. The Contractor, and its subcontractors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. Contractor, and its subcontractors, will not, except as otherwise specifically authorized or required by this agreement or court order, disclose any identifying information obtained under the terms of this agreement to anyone other than the Area Agency and/or the California Department of Aging without prior written authorization from the Area Agency and/or the California Department of Aging. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. Contractor, and its subcontractors, may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give blanket authorization to sign a blank release, nor shall Contractor accept such from any participant. The Contractor may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

Security Awareness Training Requirement

The Contractor's employees, subcontractors, and volunteers handling PSCI must complete the required CDA Security Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, subcontractor, or volunteer's employment and annually thereafter. The Contractor must maintain certificates of completion on file and provide them to VCAAA upon request.

Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that subcontractors comply with the privacy and security requirements of HIPAA.

Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/Information_Security/Security_Incident_Reporting_Procedures/

Security Breach Notifications

Notice must be given by the Contractor, and/or its subcontractors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

Software Maintenance

The Contractor, and its subcontractors, shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

Electronic Backups
The Contractor and its subcontractors shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its subcontractors, shall ensure that all data, files, and backup files are encrypted.

Article VI: State Licensure Requirements

Contractor represents or warrants that it possesses or will possess all necessary licenses, permits, notices and certificates required to provide the services which are the subject of this agreement prior to the commencement date of the agreement.

Article VII: Contributions for Social Services

Contractor shall provide older persons receiving services the opportunity to contribute to all or part of the costs of the social services provided. Contractor will consult with the project consumer participation body regarding proposed contributions. Each individual recipient will determine what he/she/they is able to contribute toward the cost of the social service. No older person will be denied a social service because of his/her/their failure to contribute.

Means tests shall not be used by any Contractor for any Title III or Title VII services, nor shall services be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.

The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.

a. Each service provider will:
    i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
    ii. Establish appropriate procedures to safeguard and account for all contributions.
    iii. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

In the event that Contractor generates program income from a program funded by this agreement, this income must be reported and expended under the same terms and conditions as the program funds from which it is generated. Program income must be used to expand baseline services and be used to pay for current allowable costs of the program in the same fiscal year that the income was earned. For programs funded by Title III B,

Title III C, Title III D, Title III E, Title VII Ombudsman and Title VII-A Elder Abuse Prevention programs, program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)] and may reduce the total amount of contract funds payable to Contractor. Program income may not be used to meet the matching requirements of this contract.

Article VIII: Nondiscrimination

Contractor shall comply with all federal and state statutes relating to nondiscrimination, including those contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. These include but are not limited to:

(a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et. seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261);

(b) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;

(c) Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

(d) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap;

(e) the Age Discrimination Act of 1975, as amended (42 USC §§6101-6107), which prohibits discrimination on the basis of age;

(f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse;

(g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

(h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records;

(i) Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (22 CCR § 98323), Title VII of the Civil Rights Act of 1968 (42 USC §§ 43601 et seq.) as amended, relating to nondiscrimination in the sale, rental or refinancing of housing;

(j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,

(k) the requirements of any other nondiscrimination statute(s) which may apply to this agreement.

California Civil Rights Laws

The Contractor shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC §§ 12101 et seq.)

Inquiries and Complaints Regarding National Origin

Contractor must designate an employee to whom initial complaints or inquiries regarding national origin can be directed. The name of the designated individual shall be provided to the VCAAA Grants Administrator. Complaints relating to national origin discrimination shall be handled by the Contractor. If the complaint is not resolved, the complainant shall be provided to the VCAAA Grants Administrator. The Contractor shall notify VCAAA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

Limited English-Speaking Participants

Contractor agrees to provide the Ventura County Area Agency on Aging with the following information regarding program participants: number or proportion of limited English-speaking (LEP) persons likely to be encountered by the program, frequency with which LEP individuals come in contact with the program, nature and importance of the services provided to people's lives.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq., 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR 98300 et seq. Contractor shall take reasonable steps, based upon the group-needs assessment identified above, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [2 CCR 11162]

Based on findings of the group-needs assessment, the Contractor shall ensure reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [2 CCR 11162]

"Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following: Interpreters or bilingual providers and provider staff, contracts with interpreter services, use of telephone interpreter lines, sharing of language assistance materials and services with other providers, translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs and referral to culturally and linguistically appropriate community service programs.

Article IX: Training

Contractor agrees to participate in staff training and development programs provided by the Area Agency, California Department of Aging, Administration on Aging, or any of their agents. Contractor shall make budget provisions to pay for the travel, per diem, and tuition

costs of such efforts as required or necessary. Trainings for staff and volunteers will include the following: food safety, prevention of foodborne illness, HACCP principles, accident prevention, fire safety, first aid, chocking, earthquake preparedness, and other emergency procedures. Contractor will keep documentation of training certificates on file and will have a written plan for staff and volunteer training. At a minimum staff are required to complete 4 hours of annual training. All staff and volunteers who are providing food safety training must have current food safety certificates on file.

Article X: Lobbying Certification

Contractor certifies to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, or an officer or employee of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. The form is available upon request from the Area Agency.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Article XI: Subcontracts and Assignments

In the event any subcontractor or assignment is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all of the terms of this agreement, including, but not limited to, the responsibility for preserving the State's copyrights and rights in data, for handling property in accordance with Article XVIII of this agreement, and the responsibility for ensuring the availability and retention of records of subcontractors and assignments in accordance hereto.

All contractors are required to submit a list of Grant Funded Property with the June RFF/Close out Report.

No subcontract or assignment utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in Article II hereto. Any subcontracts to provide program services under this agreement shall be approved in writing by an Area Agency designated representative and shall have no force or effect until so approved and will be subject to the provision of this agreement. Purchase of items such as standard commercial supplies, office space, or printing services do not

require a subcontract and do not require prior Area Agency approval. A copy of any executed subcontract or assignment must be forwarded to the Area Agency within thirty (30) days after the beginning of the subcontract or assignment. Contractor will be responsible for monitoring the insurance requirements of its subcontractors in accordance with Article XVI of this contract.

Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event Area Agency determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by Area Agency and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

Article XII: Recordkeeping

Contractor shall maintain complete records (which shall include, but not be limited to: accounting records; contracts; agreements; reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers; a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation; letters of agreement; insurance documentation in accordance with this contract; Memorandums and/or letters of understanding; patient or client records; and electronic files) of its activities and expenditures hereunder in a form satisfactory to the Area Agency and the California Department of Aging in compliance with the laws and regulations of the State of California and the Department of Health and Human Services. The financial records of Contractor as they pertain to this contract are subject to audit by the Area Agency. Contractor shall allow the California Department of Aging, the Controller General of the United States, or duly authorized representatives of any of those entities, to inspect Contractor books and records at any time during the contract period, and for a minimum period of four (4) years after the expiration of the contract. Contractor shall maintain responsibility for such records, both during the contract period and for a minimum four (4) year period following the last transaction related to the contract. Records for non-expendable property must be retained for a minimum of four (4) years subsequent to the

final disposition of this property. All original source documents must be retained until an audit resolution is completed or four (4) years from the end of the fiscal year for which the document is prepared. The VCAAA recommends that Contractor contact the VCAAA Grants Manager before disposing of any records.

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered, Contractor is responsible for making any necessary reparation to the County. If an audit is commenced or discovers any unallowable expenditures or irregularities, the records must be kept by Contractor as long as necessary until the issue is satisfactorily resolved. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

Article XIII: Unexpended Funds

Contractor understands and agrees that there is no provision for carryover of unexpended funds at the end of the contract period. Any money obligated under this contract (even if in the possession of Contractor) but not needed to meet incurred obligations will be returned with the Financial Closeout Report to the Area Agency.

Article XIV: Audit and Closeout Requirements

Section 1

General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, California Department of Aging (CDA) staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit all Contractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that Area Agency is informed of an audit by an outside federal or State government entity affecting the Contractor, Area Agency will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the Area Agency, the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request. All agreements entered into by the Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).

3. The Contractor shall cooperate with and participate in any further audits, which may be required by the State, including CDA fiscal and compliance audits.

Section 2

Fiscal and Compliance Audits

1. The Area Agency shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. These fiscal and compliance audits may include, but not be limited to, a review of:
    a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
    b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
    c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
    d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
    e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

Section 3

Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements
    a. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the Area Agency.
    b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
    c. For purposes of reporting, the Contractor shall ensure that Federal-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number along with the related State-Funded expenditures.
    d. For contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through the Area Agency on Aging.

2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout shall be maintained and made available for Area Agency review.

3. Contract Resolution of Contractor

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Within thirty (30) days after the close of the project period or when requested by the Area Agency (whichever comes earlier), Contractor shall provide the Area Agency with an ending "Financial Closeout Report" signed by Contractor's representative. The Area Agency shall provide Contractor the form on which to complete the Financial Closeout Report, and the Financial Closeout Report shall contain all the information required by the Area Agency.

4. The Contractor shall ensure that single audit reports, including those of its subcontractors, meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.

5. Contract resolution includes:
    a. Contractor will ensure that appropriate corrective action has been taken to correct instances of non-compliance with federal laws and regulations. Corrective action shall be taken within six months after the Area Agency receives Contractor's audit report.
    b. Reconciling reported expenditures to the amounts identified in the single audit or other type of audit if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Area Agency must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
    a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
    b. Records that identify adequately the source and application of funds for each federally funded activity.
    c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
    d. Comparison of expenditures with budget amounts for each federal award.
    e. Written procedures to implement the requirements of 2 CFR 200.305.
    f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2
    g. CFR 200.302 and 45 CFR 75.302]
    h. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
    i. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

7. The Contractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements and standards. Contractor shall permit independent auditors to have access to the

records and financial statements as necessary for Contractor to comply with OMB Circular A-133.

8. The Contractor shall disclose to the Area Agency whether audit findings were issued; and, if applicable, any communication or follow-up performed to resolve the findings.

9. A reasonably proportionate share of the costs of audits required by and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable.

Contractors expending less than $750,000 in total federal funds are exempt from federal audit requirements, but their records must be available for review. Area Agency reserves the right to determine whether Contractor expended the funds provided under this agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of Contractor (financial statements including working papers and accounting records) or through other means (e.g., monitoring reviews) if Contractor has not been audited. Accounting records must contain receipts and/or other documentation enumerated in Article III Section 4 of this contract, to support all claims.

Article XV: Indemnity

1. All activities and/or work covered by this Agreement shall be at the risk of Contractor alone. Contractor agrees to defend (at County's request), indemnify, and hold harmless the County of Ventura, including all of its boards, districts, agencies, departments, officers, employees, agents and volunteers, against any and all claims and losses, lawsuits, judgments, debts, demands and liability, injuries or death of persons and/or damages to property arising directly or indirectly out of the obligations herein described or undertaken, or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of the Area Agency and the County of Ventura.

   Contractor further agrees to indemnify, defend, and hold harmless the County of Ventura and the California Department of Aging, their officers, agents, and employees from any and all liability, claims and losses, damages or expenses, including reasonable attorney fees arising from all acts or omissions to act of contractor or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's sole negligence or willful acts accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this agreement.

2. Contamination and Pollution. Contractor, solely at its own cost and expense, will provide cleanup of any premises, property, or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary

damages assigned due to contamination or polluting activities of Contractor will be borne entirely by Contractor. Any Contractor receiving more than $100,000 in funding shall comply with all orders or requirements issued under the following laws: Clean Air Act, as amended (42 USC 1857); Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.); Environmental Protection Agency Regulations (40 CFR, Part15 and Executive Order 11738), State Contract Act [Cal. Pub. Con. Code §10295 et seq.], and Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010].

3. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, duties, and obligations, and in the exercise of the rights granted under this Agreement shall act in an independent capacity and not as officers or employees or agents of the Area Agency, the County of Ventura or the State of California.

4. If, in the performance of this Agreement, Contractor chooses to associate, subcontract with, or employ any third person in carrying out its responsibilities under this Agreement, any such third person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of association, subcontract or employment or requirements of law, shall be determined by Contractor, and the Area Agency shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither Contractor nor any such person shall have any claim under this Agreement or otherwise against the Area Agency for sick leave, vacation pay, retirement benefits, social security benefits, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

5. The Contractor, and its subcontractor(s), shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

6. Contractor is an independent contractor and shall hold the County of Ventura harmless from any and all claims that may be made against the County of Ventura based upon any contention by any third party that an employer- employee relationship exists by reason of this Agreement. The County is not required to make any deductions from the compensation payable to Contractor under the provisions of this Agreement. Contractor shall be solely responsible for self- employment social security taxes, income taxes and any other taxes levied against it. Contractor does not assign such obligation to the County for collection or administration except as may be required by federal and state statutes.

   Contractor further agrees to hold the County harmless from, and to compensate the County for, any claims against the County for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this Agreement.

Article XVI: Insurance

The County of Ventura requires that all contractors indemnify and defend the County for

liability incurred as a result of actions associated with the project, and carry insurance as required. Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this agreement adequate liability insurance to cover all activities necessary to fulfill its obligations under this Agreement.

It is understood and agreed that the Area Agency reserves the right to determine the type and extent of insurance that may be required.

1. Prior to commencement of any contract, Contractor shall provide the VCAAA proof of the following insurance:
   (a) Commercial General Liability "occurrence" coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and $50,000 fire legal liability.
   (b) Commercial Automobile Liability coverage in the minimum amount of $1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles, also to include Uninsured/Underinsured Motorists coverage in the minimum amount of $100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of $100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
   (c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of $1,000,000.

2. All insurance required shall be primary coverage in respect to the County of Ventura, and any insurance or self-insurance maintained by the Area Agency and the County of Ventura shall be in excess of Contractor's insurance coverage and shall not contribute to it.

3. The County of Ventura its boards, agencies, departments, offices, employees, agents, and volunteers are to be named as Additional Insured with respect to work done by Contractor under the terms of this Agreement on all policies required (except Workers' Compensation).

4. Contractor agrees to waive all rights of subrogation against the County of Ventura for losses arising directly or indirectly from the activities and/or work performed by Contractor under the terms of this agreement (applies only to Commercial General Liability and Workers' Compensation).

5. The Area Agency is to be notified immediately if any aggregate insurance limit is not met. Additional coverage must be purchased to meet requirements.

6. Policies will not be canceled, non-renewed, or reduced in scope of coverage at any time that said policies are required by this agreement until after 30 days' written notice has been given to the Area Agency and approved in writing by the Area Agency. If the reason for cancellation is non-payment of the insurance premium, 10 days' written notice is acceptable.
7. Contractor agrees to provide the Area Agency with the following insurance documents

on or before the effective date of this contract:

(a) Certificates of Insurance for all required coverages. The County of Ventura shall be named the certificate holder and the address must be listed on the certificate.
(b) Additional Insured endorsements naming the County of Ventura and authorized with a signature by the insurance carrier.
(c) Waiver of Subrogation endorsement (aka: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

Article XVII: Contract Modifications

Any revision, waiver, or modification of this agreement must be approved in writing by the Area Agency by amendment to this Agreement. Only a modification that changes a single approved budget line item that is less than 10 percent may be made without prior written approval by the Area Agency.

Article XVIII: Planning Efforts

Contractor shall cooperate fully with the Area Agency in any efforts toward developing a comprehensive and coordinated system of services for the elderly. Contractor shall participate in joint planning efforts and service which may include the shared use of equipment, service coordination, and other activities as may be determined by the Area Agency to attain this goal.

Article XIX: Personnel

Contractor shall maintain adequate staffing levels to perform at the contracted level of this program. Contractor shall actively seek qualified older persons for paid positions on the project and make provisions for volunteer opportunities for older persons.

Article XX: Debarment, Suspension, and other Responsibility Matters

Contractor certifies to the best of its knowledge and belief, that it or its agents:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

Contractor shall report immediately to the Area Agency in writing any incidents of alleged fraud or abuse. Contractor will maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Area Agency on Aging.

Article XXI: Living Wage Ordinance

This contract may be subject to the County of Ventura Living Wage Ordinance ("Ordinance"). The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952 (f). Failure to comply will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years. 501(c)(3) nonprofit organizations are exempt from the Ordinance.

Article XXII: Termination of Grant

Section 1

Older Americans Act funds awarded under this contract may be terminated by the Area Agency at any time for non-compliance with any of the terms and conditions of this contract provided that at least thirty (30) days' written notice is given to Contractor.

Section 2

The Contractor (applies to all program except for the Ombudsman) may terminate this contract at any time, for reasons of its own choosing, provided that at least one hundred and eighty (180) days written notice is given to the Area Agency. The Ombudsman Contractor shall carry out the federal and state mandates and responsibilities without any break in the provision of ombudsman services. Contractor shall promptly notify the Area Agency of any intention to terminate responsibility for ombudsman services. Except as provided elsewhere in this agreement, Contractor shall continue the program without any break in service until another contractor can take over responsibility for operation of the program.

Section 3

Contractor shall promptly notify the Area Agency of any intention to terminate responsibility for providing the specified contract-funded services.

Section 4

This contract may be terminated on twenty-four (24) hours' notice in the event the allocation to the Area Agency of Older Americans Act and/or state funds are reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against the Area Agency for damages arising from the reduction, suspension, or termination of the federal and/or state funds provided to the Area Agency, under which this agreement is made, or to the portion thereof delegated by this agreement.

Section 5

In the event that Contractor dissolves or terminates this contract, Contractor shall provide a final property inventory to the Area Agency. The Area Agency and the California Department of Aging reserve the right to require Contractor to transfer such property to another agency, the Area Agency, or the California Department of Aging.

To exercise the above right, no later than 120 days after the termination of the Agreement or notification of Contractors dissolution, the Area Agency will issue specific written disposition instructions to Contractor.

Article XXIII: Access

Contractor shall provide access to the federal or state agency, Bureau of State Audits, the Controller General of the United States and the Area Agency, or any of their duly authorized federal or state representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

Article XXIV: Monitoring

1. Authorized State representatives and Area Agency representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to: audits, inspections of project premises, interviews of project staff and participants and, when applicable, inspection of food preparation sites.
2. Contractor shall cooperate with the State and the Area Agency in the monitoring, assessment and evaluation processes, which include making any administrative program and fiscal staff available during any scheduled process.

Article XXV: Grievance

Section 1

Contractor is required to establish a written grievance procedure for reviewing and attempting to resolve complaints of older individuals [California Code of Regulations Section 7400(a)(2)]. At a minimum the process shall all of the following:

(a) Time frames within which a complaint will be acted upon.

(b) Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Area Agency if dissatisfied with the results of the Contractors review.

(c) Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

Section 2

Contractor is required to notify all older individuals of the grievance process through their organization as well as the Area Agency. Contractor may notify older individuals by the following methods:

(a) Posting notification of the process in visible and accessible areas, such as the bulletin boards in senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. The term "substantial number" and "significant number" shall be determined by the Area Agency.

(b) Advising homebound older individuals of the process either orally or in writing upon

the service providers' contact with the individuals.

Section 3

Complaints may involve, but not be limited to, any or all of the following: amount or duration of a service, denial or discontinuance of a service or dissatisfaction with the service being provided or with the service provider, complaints regarding an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, or failure of the Contractor to comply with the terms of this contract. Sections 9102 and 9105, Welfare and Institutions Code. Reference 42 USC 3026(a) (6) (P) and 3027 (a) (43).

Article XXVI: Contact for Responsibility and Notification

Section 1

The Director of the Ventura County Human Services Agency, Area Agency on Aging, or designee shall be the Area Agency's representative for purposes of administering this agreement. The Program Manager/Director shall represent Contractor. *If the Contractor's representative changes, Contractor agrees to immediately notify the VCAAA's Grants Administrator.*

Section 2

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

AREA AGENCY:
Ventura County Human Services Agency
855 Partridge Drive
Ventura, CA 93003-9086

CONTRACTOR:
City of Oxnard
350 North C Street
Oxnard, CA 93030

Article XXVII: List of Exhibits

The Contractor shall comply with the Contract and the Exhibits listed below:

- Exhibit A-Scope of Work, Services and Reporting Requirement
- Exhibit B-Budget
- Exhibit C-Ventura County Focal Points

IN WITNESS THEREOF, the County of Ventura and Contractor have executed this Agreement as of the date first written above.

COUNTY OF VENTURA

Authorized Signature

Roger Robinson

Printed Name

Director, Human Services Agency

Title

7/18/25

Date

CITY OF OXNARD

Authorized Signature

Luis A. Mc Arthur

Printed Name

Mayor

Title

July 1, 2025

Date

95-6000756

Tax Identification Number

N/A

Secretary of State Entity Number

EXHIBIT A
SCOPE OF WORK, SERVICES AND REPORTING REQUIREMENTS

1. Overview of Services

County has engaged Contractor to provide the following services, which are more specifically described in the Services section below:

Provide Congregate and Home-Delivered meals to seniors aged 60 years and older as defined in Title III C1 and C2 of the Older Americans Act. Seniors participating in the meal program will be given the opportunity to give a voluntary contribution. The suggested contribution amount cannot exceed the actual cost of the meal. No minimum or maximum number of transactions can be guaranteed for this program.

2. Services

Contractor shall perform the following services:

The Senior Nutrition Program is intended to provide nutrition meal services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services, fostering aging in place and promoting choice and quality of life.

Definition: Senior Nutrition Program services means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling to eligible individuals at congregate sites or in their homes.

Goals: To maintain or improve the physical, psychological, and social well-being of older individuals by providing or securing appropriate nutrition services in the County for the purposes outlined in the Older Americans Act, Part C, Section 330:

(a) to reduce hunger and food insecurity;
(b) to promote socialization of older individuals;
(c) to mitigate isolation of older adults; and
(d) to promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

Objectives:

(a) Give preference to older individuals with the greatest economic or social need, with particular attention to low-income minority individuals.
(b) Serve meals that are appealing and comply with the most recent Dietary Guidelines for Americans (DGA).
(c) Promote and maintain high food safety and sanitation standards.
(d) Promote good health behaviors through nutrition education and nutrition screening of participants.
(e) Promote or maintain coordination with other nutrition-related supportive services

for older individuals.

Target Population: The Senior Nutrition Program provider(s) shall target individuals who are sixty (60) years of age or older, minorities, those with low income, and those living in rural areas of Ventura County.

Congregate Meal Services: Contractor shall provide meals in a social setting at a minimum of one meal per day, five days per week; however, where a situation calls for more or less than one meal per day, pre-approval by the Ventura County Area Agency on Aging (VCAAA) is required. Contractor shall determine an individual's need for more than one meal per day based on nutritional risk assessment, living status and income of the participant. Food production procedures shall comply with Title 22 of the California Retail Food Code (CRFC) standards, and the U.S. Food and Drug Administration's Hazard Analysis and Critical Control Points (HACCP) best practices guidelines.

Congregate Meal Services consist of managing and administering daily, weekly, monthly, and annual operations of congregate dining. Tasks include, but are not limited to, the receipt of weekly deliveries of food and non-food supplies, the safe storage of these supplies, the final assembly and serving of meals, cleaning the site before, during and after meal service, purchasing supplies, establishing and providing meal counts to VCAAA in a timely fashion, distributing menus (in English and Spanish), ensuring the confidential collection of voluntary contributions, safeguarding of contributions collected, ensuring that participants complete intake forms that collect required demographic information, utilization of the reporting system and other administrative requirements. Tasks also include the accounting and reporting of voluntary contributions following prescribed fiscal standards.

Home-Delivered Meal Services: Contractor shall provide Home-Delivered Meal Services to eligible older persons who are homebound by reason of illness, disability, or functional need and unable to prepare their own meals. Assessments of individuals receiving home-delivered meals are required to establish initial eligibility and to ascertain ongoing eligibility. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines. The Contractor shall provide written instructions in the language of the majority of the participants for the handling and re-heating of meals.

Home-Delivered Meal Services include, but are not limited to, the following tasks: receive and safely store weekly deliveries of food supplies; manage and administer operations for the delivery of meals to homebound older adults; assemble meals (if necessary); deliver meals to eligible older adults using the Contractor's delivery vehicles and temperature-controlled food carriers; assess and reassess clients monthly to determine initial and ongoing eligibility for the program; prepare and/or distribute menus (in English and Spanish, as needed); provide nutrition education and counseling as prescribed by the VCAAA Registered Dietitian or program Registered Dietitian; and meet all the administrative requirements of the Senior Nutrition Program. Tasks include collecting, accounting, and reporting of voluntary contributions in a confidential manner and consistent with standard accounting principles.

Volunteer Recruitment: The Contractor is responsible for recruitment of volunteers to aid in the operation of the program.

Eligibility of Volunteers: Volunteers may be offered a meal if doing so will not deprive a participant of a meal. Contractor shall comply with the most current Ventura County Area Agency on Aging Contractor's Handbook for providing and accounting for meals provided to Senior Nutrition Program volunteers, and shall report all volunteer meals on a monthly basis to County. In all cases of eligibility, priority shall be given to individuals aged 60 and older and Native Americans aged 45 and older.

Nutrition Risk: The Contractor shall annually assess each Title III C-1 and C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]

Safety: Contractor is responsible for providing accident prevention, fire safety, first aid, choking, earthquake preparedness and other emergency procedures training as required at each congregate meal site. A current Fire Inspection Certification shall be displayed at each site. Each meal site and/or Home-Delivered Meals distributor is also required to maintain and make available to staff upon request current Safety Data Sheets (SDS) at their site(s) per the Code of Federal Regulations (29 CFR). Furthermore, each meal site and/or home-delivered meals distributor must display a State of California Health Certification. Each congregate meal site must also display a current ServSafe Certification.

Mandated Reporters: Contractor must comply with all applicable provisions of Welfare and Institutions Code - WIC § 15630. All staff and volunteers working with older adults are "Mandated Reporters" and, as such, are required by law to report suspected abuse and/or self-neglect. Senior Nutrition Program staff and volunteers shall be trained in recognizing and reporting elder abuse and/or self-neglect.

Staff Qualifications: Contractor shall employ a Site Coordinator that is responsible for the day-to-day operations of the Senior Nutrition Program at their site. The Site Coordinator shall have one of the following qualifications:

(a) An Associate Degree in Institutional Food Service or closely related field, and two years' experience as a food service supervisor; or
(b) Demonstrable experience in food service and, within twelve months of hire, successfully complete twenty (20) hours of college level coursework in food service management, business administration and/or personnel; or
(c) Two years' experience in food service management as verified by a Registered Dietitian prior to hire.

All Site Coordinators must become ServSafe trained.

Training: Training by VCAAA Registered Dietitian (RD) for staff and volunteers shall include, at a minimum, food safety (ServSafe) and prevention of foodborne illness, HACCP principles, accident prevention, fire safety, first aid, choking, earthquake preparedness, and other emergency procedures. The RD will provide a yearly written plan for staff training that shall be maintained at each Senior Nutrition Program site, and which shall include a minimum of four hours per year of training by the RD for paid and non-paid food service staff at each Senior Nutrition Program site. Training attendance records shall be submitted to VCAAA quarterly. All staff and volunteers who are providing food safety training must have current food safety certificates on file. Contractor will keep documentation of training certificates on file and will have a written plan for staff and volunteer training.

Nutrition Education Services for Participants: Nutrition education for program participants shall be provided at a minimum of four times per year. All training shall be conducted by the VCAAA RD who develops and maintains a yearly nutrition education plan. Nutrition education for congregate meal participants may include demonstrations, presentations, lectures and group discussions, all of which may be augmented with printed materials. Distribution of printed materials shall constitute nutrition education for home-delivered meal recipients. Accurate training records shall be kept by each Contractor that indicate the type and duration of training, as well as copies of distributed printed materials. Training records shall be submitted to VCAAA on a quarterly basis to ensure training requirements are being met.

Monitoring Nutrition Programs: Food facilities (i.e., sites that store, prepare, package or portion food) must be monitored on-site annually by the AAA Registered Dietitian (RD) [22 CCR 7634.3(d)]. Non-food facilities that only distribute packaged meals (i.e., do not store, prepare, package or portion food – therefore don't meet the California Retail Food Code's definition of a "food facility") must be monitored at least every other year on-site. Restaurant vendors that prepare meals are considered food facilities (i.e., facilities that store, prepare, package, or portion food) and as such must, at a minimum, be monitored quarterly per CCR 7636.1(b)(6) by the RD, or by a person trained by and under the review of the RD:

Records, Reports, Distribution of Information: Contractor shall report data into LiveWellVC, https://livewellvc.communityos.org by the 10th of each month for the previous month's data. Contractor shall maintain current and accurate records on congregate and home-delivered meal participants as follows:

(a) Both congregate and home-delivered meal participants shall have a Senior Nutrition Program Meal Registration form on file in the reporting system.
(b) Each home-delivered meal recipient shall also have a current Senior Nutrition Program Home-Delivered Meal Assessment Worksheet on file in the reporting system.
(c) Contractors shall update the Nutritional Risk and Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) assessments for home-delivered meal recipients in the reporting system annually.
(d) Each SNP Site Coordinator shall use the Meal Registration forms to generate monthly rosters from LiveWellVC for home-delivered and congregate meal recipients.

The Contractor shall assure that materials published under this Agreement shall:

(a) state, "The materials or product were a result of a project funded by a contract with the California Department of Aging."
(b) give the name of the entity, the address, and telephone number at which the supporting data is available and
(c) include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and the publication may not be based upon or inclusive of all raw data."

County's Procured Suppliers: Contractor may order supplies and meals from any of the County procured vendors. The five (5) procured vendors for the Senior Nutrition

Program include: Azul Catering, Jordano's Foodservice, Revolution Foods, Ventura Harbor Restaurant, and Waterside Restaurant. These vendors were procured through a competitive Request for Proposals (RFP) in 2024. Contractors are not limited to contract with the approved vendors. However, the Contractor must meet CDA and County criteria and obtain approval prior to contracting with additional vendors. Any costs incurred prior to approval, may not be reimbursed, or compensated. All menus, meals and recipes of procured vendors must be reviewed and approved by the VCAAA RD.

Food and Non-Food Procurement and Local Food Storage & Delivery: Contractor shall procure and furnish food, and non-food items, including meals, reheating instructions (in language of majority participants), and packaging, and safely and efficiently store, transport, and deliver food and non-food items to pre-determined sites throughout Ventura County, using temperature-controlled equipment. Deliveries to the meal-sites shall be weekly according to placed orders. Food procurement procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines. All food shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety. The delivery of food and non-food supplies to local storage and distribution center and/or meal sites also includes the use of transport equipment and food service containers. Due to the essential function of supplying food and non-food supplies for the Senior Nutrition Program meal sites each week, local storage and delivery of these items are required.

Nutrition Services Requirements:
Contractor shall ensure that the congregate meal site(s) adhere to the following requirements:

(a) Each participant is registered for a meal using the Senior Nutrition Program Meal Registration form; and
(b) Provide a means by which to obtain participants' views about the services received; and
(c) Provide meals, if available, to all participants regardless of reservation status; and
(d) Ensure that trained staff (paid and/or non-paid) are physically present during the time that meals are being served; and
(e) Provide restrooms, lighting and ventilation at the site that meets the requirements of California law; and
(f) Provide equipment (e.g., tables and chairs) that is sturdy and appropriate for older individuals; and
(g) Arrange tables and chairs in such a manner as to be conducive to and encourage socialization among participants.

Contractor contracting for home-delivered meal service shall adhere to the following assessment requirements:

(a) Eligible participants are registered and assessed for need using the Senior Nutrition Program Meal Registration form and the Home Delivered Meal Assessment Worksheet; and
(b) Initial assessments may be done by phone; however, a written assessment shall be conducted at the participants' homes within two weeks of the beginning of meal service; and
(c) Participants shall be assessed for other nutrition-related supportive services and referred as needed; and

(d) Participants shall be reassessed in their homes at least every six months and allowable by phone every other quarter to ensure eligibility.

A waitlist shall be established whenever a Contractor is unable to provide home-delivered meals to all eligible participants. Waitlists must be pre-approved by VCAAA. The decision to place an eligible individual on a waitlist and their ranking on that list shall be determined by greatest social and economic need.

Nutritional Requirements of Meals, Entrees or Protein Portions: Contractor and/or contractor's Registered Dietitian (RD) will work with the VCAAA RD to ensure that each component complies with the most current California Department of Aging (CDA) Older Californians Nutrition Program Menu Guidance, the Dietary Guidelines for Americans (DGA) and provides 1/3 of the Dietary Reference Intakes. The DGA is jointly published by the U.S. Department of Health and Human Services and the U.S. Department of Agriculture. The Dietary Reference Intakes are reference values determined by the Food and Nutrition Board of the National Academy of Medicine.

Per CDA guidance, each **meal** shall provide all the following:

(a) **Caloric Range:** A weekly average of **550 to 650 calories**.
(b) **Protein: Three (3) ounces** of **cooked**, edible protein in the form of lentils, beans, fish, meat, poultry, eggs, or the protein equivalent.
(c) **Vegetables:**
- At least **one-half (½) cup** serving of ***cooked*** vegetables and/or **one (1) cup** of ***raw*** leafy vegetables.
- *Dark Green* vegetables to be included once a week.
- *Red or Orange* vegetables to be included once a week.
- *Lentils, legumes, or Beans* to be included once a week.

(d) **Fruit: One-half (½) cup** serving of fruit.
(e) **Whole Grains:** At least **one (1) serving** of whole grain.
(f) **Dairy or Alternative**: **Eight (8) ounces** of unsweetened soy beverage or fortified fat-free or low-fat (one (1) percent (%) fat) milk, yogurt, or cheese.
(g) **Sodium:** A weekly average Sodium target of no more than **500-750 milligrams**.
(h) **Vitamin C:** Foods containing a minimum of **25 milligrams** of Vitamin C.
(i) **Vitamin A:** Food(s) naturally containing a minimum of **233 micrograms** of Vitamin A shall be served at least three (3) times per week.

If only the entrée is provided, each **entrée** shall provide all the following:

(a) **Caloric Range:** A weekly average of **450 to 550 calories**.
(b) **Protein: Three (3) ounces** of cooked, edible protein in the form of lentils, beans, fish, meat, poultry, eggs, or the protein equivalent.
(c) **Vegetables:**
- At least **one-half (½) cup** serving of **cooked** vegetables and/or **one (1) cup** of **raw** leafy vegetables.
- *Dark Green* vegetables to be included once a week.
- *Red or Orange* vegetables to be included once a week.
- *Lentils, legumes, or Beans* to be included once a week.

(d) **Whole Grains:** At least **one (1) serving** of whole grain.
(e) **Sodium:** A weekly average Sodium target of no more than **400 milligrams**.
(f) **Vitamin C:** Foods containing a minimum of **22 milligrams** of Vitamin C.

(g) **Vitamin A:** A weekly average of **91 micrograms** of Vitamin A.

If only the protein portion is provided, each **protein portion** shall provide all the following:

(a) **Caloric Range**: A weekly average of **100 to 200 calories**.
(b) **Protein: Three (3) ounces** of cooked, edible protein in the form of lentils, beans, fish, meat, poultry, eggs, or the protein equivalent.
(c) **Sodium:** A weekly average Sodium target of no more than **300 milligrams**.

These meals and any other Senior Nutrition Program meals served by Contractor shall constitute the menu provided to participants of the Senior Nutrition Program. All menus, meals and recipes must be reviewed and approved by the VCAAA RD. Any and all supplemental foods and/or enhancements must be reviewed and approved by the VCAAA RD prior to service. All menus must be submitted to VCAAA RDs by the 15th of each month.

Contract Budget	Exhibit B
1. CONTRACTOR NAME: City of Oxnard	
2. PROGRAM ACTIVITY/PROJECT NAME: Senior Nutrition Program (SNP)	
3. PERFORMANCE PERIOD FROM: July 1, 2025 TO: June 30, 2026 CONTRACT #:C2526.04	4. EFFECTIVE DATES INITIAL CONTRACT EFFECTIVE DATE: 7/1/2025 AMENDMENT #: AMENDMENT EFFECTIVE DATE:

BUDGET SUMMARY

I. DIRECT PROGRAM EXPENSES	APPROVED BUDGET *(Enter original budget numbers here)*	MATCH/NON-MATCH (In-Kind or Cash)	MATCH TYPE (In-Kind or Cash)	PROGRA INCOME
A. Staff Salaries	$ -			
B. Staff Fringe Benefits	$ -	$ 42,000	In-Kind	
C. Direct Program Operating Expenses	$ -			
D. Contractual Services	$ -			
E. Food Costs	$ 420,000			
F. Other	$ -			
SUBTOTAL SECTION I -DIRECT PROGRAM EXPENSES	**$ 420,000**	**$ 42,000**		**$**
II. INDIRECT COSTS	**$ -**			
TOTAL CONTRACT BUDGET	**$ 420,000**	**$ 42,000**		**$**

ESTIMATED NUMBER OF MEALS (ANNUAL)	MEALS	% OF BUDGET	BUDGET
Congregate Meals C1	22,000	50%	$ 208,437
Home Delivered Meals C2	22,330	50%	$ 211,563
Total Estimated Meals	**44,330**	**100%**	**420,000**

Instructions: Enter revised line item expense details below. The Adjustments and Revised Budget above will autocalculate.

BUDGET DETAIL

I. DIRECT PROGRAM EXPENSES				
A. Staff Salaries (List Position/Title)	Monthly Salary	FTE(S)	# of Months	Total
				$ -
				$ -
				$ -

Contract Budget	Exhibit B
1. CONTRACTOR NAME: City of Oxnard	
2. PROGRAM ACTIVITY/PROJECT NAME: Senior Nutrition Program (SNP)	
3. PERFORMANCE PERIOD **FROM: July 1, 2025** **TO: June 30, 2026** **CONTRACT #:C2526.04**	**4. EFFECTIVE DATES** **INITIAL CONTRACT EFFECTIVE DATE: 7/1/2025** **AMENDMENT #:** **AMENDMENT EFFECTIVE DATE:**

				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
A. Subtotal Staff Salaries				***$ -***

B. Staff Fringe Benefits	**Rate (%)**	**Total**
Payroll Taxes (Social security, Medicare, etc.)		$ -
Health Benefits		$ -
Retirement Contributions		$ -
Other (please describe):		$ -
Other (please describe):		$ -
B. Subtotal Staff Fringe Benefits		***$ -***

C. Direct Program Operating Expenses *(Must be verifiable and cannot also be treated as an Indirect Cost.)*	**Budget Justification & Calculation Details**	**TOTAL**
Staff Travel, Telephone/Utilities, Insurance Related to the Program, Office Supplies, Materials, Program Outreach, Other Program Costs		$ -

Contract Budget	Exhibit B
1. CONTRACTOR NAME: City of Oxnard	
2. PROGRAM ACTIVITY/PROJECT NAME: Senior Nutrition Program (SNP)	
3. PERFORMANCE PERIOD **FROM: July 1, 2025** **TO: June 30, 2026** **CONTRACT #:C2526.04**	**4. EFFECTIVE DATES** **INITIAL CONTRACT EFFECTIVE DATE: 7/1/2025** **AMENDMENT #:** **AMENDMENT EFFECTIVE DATE:**

Rental Costs (includes facility lease)		$ -	Exclude fr
Equipment*		$ -	Exclude fr
C. Subtotal Direct Program Operating Expenses		***$ -***	
(*Note: For equipment items over $5,000 and a useful life of more than one year, additional approval is needed. Please list all such items individually with the per-unit costs.)			

D. CONTRACTUAL SERVICES (List legal entity name for each)	**Contract Description & Cost Details**	**Vendor (V) (to follow 2 CFR**	**Total**
			$ -
			$ -
			$ -
			$ -
			$ -
D. Subtotal Contractual Services			***$ -***

E. FOOD COSTS Vendor Name	**Description & Cost Details**		**TOTAL**
Various	Jordanos, Azul, Revolution Foods per HAS food vendor contracts		$ 420,000
			$ -
			$ -
E. Subtotal Equipment			***$ 420,000***

F. OTHER (Please Describe)	**Budget Justification & Calculation Details**	
		$ -
		$ -

Contract Budget	Exhibit B
1. CONTRACTOR NAME: City of Oxnard	
2. PROGRAM ACTIVITY/PROJECT NAME: Senior Nutrition Program (SNP)	
3. PERFORMANCE PERIOD FROM: July 1, 2025 TO: June 30, 2026 CONTRACT #:C2526.04	4. EFFECTIVE DATES INITIAL CONTRACT EFFECTIVE DATE: 7/1/2025 AMENDMENT #: AMENDMENT EFFECTIVE DATE:

		$ -
		$ -
		$ -
		$ -
F. Subtotal Other		*$* -

DIRECT PROGRAM COSTS TOTAL	$ 420,000

II. INDIRECT COSTS* *(Use one of the options below.)*			

EXHIBIT C

VENTURA COUNTY FOCAL POINTS WITH ADDRESSES

PROJECT: SENIOR NUTRITION PROGRAM

	Focal Points*	Senior Center**	Street Address	City	ZIP	Phone
1	**Area Agency on Aging of Ventura County**	No	4561 Telephone Road	Ventura	93003	805-477-7300
2	**Camarillo Health Care District**	No	3687 E. Las Posas Road, #188 (Bldg. H)	Camarillo	93020	800-900-8582
3	**Fillmore Active Adult Center** *Managed by City of Fillmore*	Yes	535 Santa Clara Avenue	Fillmore	93015	805-524-3030
4	**Goebel Adult Community Center** *A collaboration of City of Thousand Oaks & Conejo Recreation & Park District*	Yes	1385 E. Janss Road	Thousand Oaks	91362	805-381-2744
5	**HELP of Ojai** *a nonprofit organization*	Yes	370 Baldwin Road	Ojai	93022	805-646-5122
6	**Moorpark Active Adult Center** *Managed by City of Moorpark*	Yes	799 Moorpark Avenue	Moorpark	93021	805-517-6261
7	**Palm Vista Senior Center** *Managed by City of Oxnard*	Yes	801 South C Street	Oxnard	93030	805-385-8163
8	**Pleasant Valley Senior Center** *Managed by Pleasant Valley Park & Rec District*	Yes	1605 E. Burnley Street	Camarillo	93010	805-482-4881
9	**Port Hueneme Senior Center** *Orvene S. Carpenter Community Center Managed by City of Port Hueneme*	Yes	550 Park Avenue	Port Hueneme	93041	805-986-6542
10	**Santa Paula Senior Center** *Managed by City of Santa Paula*	Yes	530 West Main Street	Santa Paula	93060	805-933-4226 x356
11	**Simi Valley Senior Center** *Managed by City of Simi Valley*	Yes	3900 Avenida Simi	Simi Valley	93065	805-583-6363
12	**Colonia Senior Center** *Managed by City of Oxnard*	Yes	197 North Marquita Street	Oxnard	93033	805-385-7970
13	**Ventura Avenue Adult Center** *Managed by City of Ventura*	Yes	550 N. Ventura Avenue	Ventura	93001	805-648-3035
14	**Conejo Valley Senior Concerns** *a nonprofit organization*	No	401 Hodencamp Road	Thousand Oaks	91360	805-497-0189
15	**Wilson Senior Center** *Managed by City of Oxnard*	Yes	350 North C Street	Oxnard	93030	805-385-8028
	Focal Points for Title III E Eligible Family Caregivers					
1	**Conejo Valley Senior Concerns** *a nonprofit organization*	No	401 Hodencamp Road	Thousand Oaks	91360	805-497-0189
2	**Wellness & Caregiver Center of VC** *Operated by Camarillo Health Care District*	No	3687 E. Las Posas Road, #188 (Bldg. H)	Camarillo	93020	800-900-8582

NOTE: The designation of a focal point and a senior center depends on the array of services offered (see definitions below).

*Focal Point – Facilities designated as focal points provide a comprehensive delivery of social services, such as information and assistance, recreation, nutrition, social, mental health, etc. They may house a variety of services in the same location (collocation) used by other providers of services to seniors. The federal Older Americans Act defines a focal point as a facility established to encourage maximum collocation and coordination of services for older persons.

**Senior Center – The federal Older Americans Act defines a senior center as a community facility for the organization and delivery of a broad spectrum of services, including health, mental health, social, nutrition, educational services, and recreational activities for older individuals.

Agreement A-8595

AMENDMENT #1
TO CONTRACT BETWEEN
COUNTY OF VENTURA
AND
CITY OF OXNARD

The County of Ventura (County) and City of Oxnard, (Contractor), hereby agree that the Contract previously entered into by the parties, also identified as County of Ventura Contract No. C2526.04, on July 1, 2025, is amended effective November 1, 2025 as follows:

1. The parties agree to increase the total compensation to be paid to the Contractor by $40,000, for a total amount not to exceed $460,000.
2. In the first paragraph of the Contract, the second to last sentence is deleted and replaced with the following: "The total compensation to be paid to Contractor shall not exceed **$460,000** (the "Contract Amount").
3. Article XXVII: List of Exhibits. This section is amended by deleting "Exhibit B-Budget" and replacing it with "Exhibit B1-Budget"
4. Exhibit B-Budget is deleted and replaced with Exhibit B1-Budget, which is attached and incorporated herein by reference.
5. All other terms and conditions of the Contract remain the same.

COUNTY OF VENTURA

Authorized Signature

Roger Robinson
Printed Name

Director, Human Services Agency
Title

3-26-26
Date

CITY OF OXNARD

Authorized Signature

Luis A. Mc Arthur
Printed Name

Mayor
Title

March 17, 2026
Date

CITY OF OXNARD
Approved as to form

for
Authorized Signature

Stephen Fischer
Printed Name

City Attorney
Title

2/10/2026
Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

AMENDMENT #2
TO CONTRACT BETWEEN
COUNTY OF VENTURA
AND
CITY OF OXNARD

The County of Ventura (County) and City of Oxnard, (Contractor), hereby agree that the Contract previously entered into by the parties, also identified as County of Ventura Contract No. C2526.04, on July 1, 2025, is amended effective July 1, 2026, as follows:

1. The parties agree to extend the contract term date for twelve additional months through June 30, 2027.
2. Exhibit “B” is deleted and replaced with Exhibit “B-1” attached hereto.
3. This Contract will be in effect from July 1, 2026, through June 30, 2027.
4. All other terms and conditions of the Contract remain the same.

COUNTY OF VENTURA

Authorized Signature

Roger Robinson
Printed Name

Director, Human Services Agency
Title

Date

CITY OF OXNARD

Authorized Signature

Printed Name

Title

Date

CITY OF OXNARD

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Contract Budget	Exhibit B-1
1. CONTRACTOR NAME: City of Oxnard	
2. PROGRAM ACTIVITY/PROJECT NAME: Senior Nutrition Program (SNP)	
3. PERFORMANCE PERIOD FROM: July 1, 2026 TO: June 30, 2027 CONTRACT #: C2526.04	4. EFFECTIVE DATES INITIAL CONTRACT EFFECTIVE DATE: 7/1/2025 AMENDMENT #: 2 AMENDMENT EFFECTIVE DATE: 7/1/2026

BUDGET SUMMARY				
I. DIRECT PROGRAM EXPENSES	APPROVED BUDGET *(Enter original budget numbers here)*	MATCH/NON-MATCH (In-Kind or Cash)	MATCH TYPE (In-Kind or Cash)	PROGRAM INCOME
A. Staff Salaries	$ -			$ 3,500
B. Staff Fringe Benefits	$ -	$ 42,000	In-Kind	
C. Direct Program Operating Expenses	$ -			
D. Contractual Services	$ -			
E. Food Costs	$ 420,000			
F. Other	$ -			
SUBTOTAL SECTION I -DIRECT PROGRAM EXPENSES	**$ 420,000**	**$ 42,000**		**$ 3,500**
II. INDIRECT COSTS	**$ -**			
TOTAL CONTRACT BUDGET	**$ 420,000**	**$ 42,000**		**$ 3,500**

ESTIMATED NUMBER OF MEALS (ANNUAL)	MEALS	% OF BUDGET	BUDGET
Congregate Meals C1	22,000	50%	$ 208,437
Home Delivered Meals C2	22,330	50%	$ 211,563
Total Estimated Meals	**44,330**	**100%**	**420,000**

Instructions: Enter revised line item expense details below. The Adjustments and Revised Budget above will autocalculate.

BUDGET DETAIL				
I. DIRECT PROGRAM EXPENSES				
A. Staff Salaries (List Position/Title)	**Monthly Salary**	**FTE(S)**	**# of Months**	**Total**
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
A. Subtotal Staff Salaries				***$ -***

B. Staff Fringe Benefits	**Rate (%)**	**Total**
Payroll Taxes (Social security, Medicare, etc.)		$ -
Health Benefits		$ -
Retirement Contributions		$ -
Other (please describe):		$ -
Other (please describe):		$ -
B. Subtotal Staff Fringe Benefits		***$ -***

C. Direct Program Operating Expenses *(Must be verifiable and cannot also be treated as an Indirect Cost.)*	**Budget Justification & Calculation Details**	**TOTAL**	
Staff Travel, Telephone/Utilities, Insurance Related to the Program, Office Supplies, Materials, Program Outreach, Other Program Costs		$ -	
Rental Costs (includes facility lease)		$ -	Exclude from MTDC
Equipment*		$ -	Exclude from MTDC
C. Subtotal Direct Program Operating Expenses		***$ -***	

(*Note: For equipment items over $5,000 and a useful life of more than one year, additional approval is needed. Please list all such items individually with the per-unit costs.)

D. CONTRACTUAL SERVICES (List legal entity name for each)	**Contract Description & Cost Details**	**Subaward (S) or Vendor (V) (to**	**Total**
			$ -
			$ -
			$ -
			$ -
			$ -
D. Subtotal Contractual Services			***$ -***

E. FOOD COSTS Vendor Name	**Description & Cost Details**	**TOTAL**
Various	Jordanos, Azul, Revolution Foods per HAS food vendor contracts	$ 420,000
		$ -
		$ -
E. Subtotal Equipment		***$ 420,000***

F. OTHER (Please Describe)	**Budget Justification & Calculation Details**	
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -

Contract Budget	Exhibit B-1
1. CONTRACTOR NAME: City of Oxnard	
2. PROGRAM ACTIVITY/PROJECT NAME: Senior Nutrition Program (SNP)	
3. PERFORMANCE PERIOD **FROM: July 1, 2026** **TO: June 30, 2027** **CONTRACT #: C2526.04**	**4. EFFECTIVE DATES** **INITIAL CONTRACT EFFECTIVE DATE: 7/1/2025** **AMENDMENT #: 2** **AMENDMENT EFFECTIVE DATE: 7/1/2026**

F. Subtotal Other		***$*** -

DIRECT PROGRAM COSTS TOTAL	**$ 420,000**

II. INDIRECT COSTS* ***(Use one of the options below.)***				
	Rate (%)	**Cost Base Rate Applied to (Amount)**	**Cost Base (Type)**	**Total**
1. Federally Negotiated Indirect Cost Rate (Must attach your approved ICRA)				$ -
2. De Minimis 15% Excludes Client/Participant Direct Costs	0%	$ 420,000	MTDC	$ -
3. Other Program Special Rate (May be referenced in RFP, provide details)				$ -
INDIRECT COSTS TOTAL				***$*** -

*Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subaward.) MTDC excludes equipment, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. See 2 CFR §200.1

Please list the general items classified by your agency as Indirect Costs. Items cannot be charged as both Direct and Indirect Costs. See 2 CFR §200.412 §200.415.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: June 30, 2026

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Second 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 Second Amendment to the Agreement with the Azul Foundation (32500510) to increase the agreement amount by $270,000, resulting in a total agreement amount of $620,000, to purchase meals for the Senior Nutrition Program.

(This item did not originate in Committee.)

BACKGROUND

The Ventura County Area Agency on Aging (VCAAA) operates the Senior Nutrition Program (SNP). The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education, and related supportive services to persons aged 60 years and older. The SNP, which includes Congregate and Home-Delivered Meal (HDM) services, provides nutritious meals for older adults and people with disabilities within Ventura County. Last year, the City served over 44,000 meals through the program.

The past two years have included a number of fiscal changes in this program. Historically, the County directly covered the cost of all food, food preparation, and paper products for the program. This is the second year the model has changed, and City staff are now making these purchases directly within the award amount we are given by the County.

Currently, VCAAA funding of $420,000 supports all food and paper goods costs through approved vendors, including Azul, Jordanos, and Revolution, for both congregate and home-delivered meals at three of the City's four senior centers: Colonia, Palm Vista, and Wilson Senior Centers.

In June 2025, the City entered into an agreement with Azul Foundation for an initial $220,000 to purchase meals for the SNP. The agreement was amended on March 17, 2026, increasing the value of the agreement by $130,000, making the total value $350,000. The SNP requires that meals provided to seniors meet certain nutritional standards and must be purchased through an approved vendor whose menu has been vetted and determined to meet the requirements of the nutrition program.

Azul Foundation continues to be one of three vendors that are approved to provide meals for the Senior Nutrition Program. As such, the current agreement will need to be extended through fiscal year 2027, and the value to be increased by $270,000, making the total value of the agreement $620,000. Ensuring the City has access to multiple approved vendors helps support procurement flexibility and reliable access to supplies needed to support the program's needs throughout the year. Additionally, Exhibit B in the agreement contains the price list of goods for July 2025 through June 2026, this will be amended to include Exhibit B-1 with the updated price list of goods for July 1, 2026 through June 30, 2027.

VCAAA this year has provided funding totaling $420,000, which is also being considered at this Council meeting. To

maintain existing service levels for Oxnard seniors, the program funding gap will be addressed through the use of Community Development Block Grant (CDBG) CARES Act funds in the amount of $331,927.57, which will fully support staffing costs associated with the Senior Nutrition Program, and $43,515 in Measure O funding for meals and supplies. Combined with VCAAA funding, the total Senior Nutrition Program budget for FY 2026-27 will be $795,442.57.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The recommended Fiscal Year 2026-27 budget includes the Ventura County Area Agency on Aging Older American Act Senior Nutrition Program Federal grant funding (Fund 200) in the amount of $420,000, which is sufficient to cover the cost of the amendment to this agreement.

For Finance Use Only: Federal Grants Fund (Org. 2005503 Obj. 53200) Project G2401

COMMITTEE OUTCOME

This is a routine item and did not originate in Committee.

Prepared by: Pam Morrison, Cultural & Recreation Services Manager

ATTACHMENTS

1. Azul Foundation Executed Agreement 32500510 063025 (2)
2. Azul Signed First Amendment
3. Azul 2nd Amendment with Exhibit B-1

GOODS & SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND AZUL FOUNDATION

By This Goods & Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to purchase certain goods and engage the services of Azul Foundation ("CONTRACTOR"), and CONTRACTOR agrees to supply the required goods and 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 CONTRACTOR may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF THE GOODS AND SERVICES: The City of Oxnard Cultural and Community Services Department requires congregate and home-delivered meals for seniors aged 60 years and older as part of its Senior Nutrition Program. City will purchase prepared meals meeting Ventura County Area Agency on Aging Registered Dietician approval and receive delivery of same weekly. Contractor may also provide non-food items, as required.

2. TERM OF THE AGREEMENT: From: January 1, 2025 to June 30, 2026

3. AGREEMENT AMOUNT NOT TO EXCEED: $220,000

4. 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:	Technical Specifications
Exhibit D:	Insurance Requirements: Insurance Exhibit INS-I

5. GOODS. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the goods, materials, equipment or supplies and related Services as described in Exhibit A.

5.1 Contractor will not be compensated for goods, materials, equipment, or supplies and related services outside the scope of Exhibit A. Any Goods out the scope of Exhibit A are considered Additional Goods and before providing Additional Goods the following shall occur: (a) Contractor notifies City and City agrees that the Additional Goods are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods; and (c) City, after notice, approves in writing a Supplemental Addendum to this Agreement specifying the Additional Goods and the amount of additional compensation to be paid Contractor.

5.2 City will have no obligations whatsoever under this Agreement or any Supplemental Addendum, unless and until this Agreement or any Supplemental Addendum to this Agreement is approved by the City as required by the Oxnard City Code. As used in this Agreement, the term "Goods" includes both Goods and Additional Goods as applicable.

6. Facilities and Equipment. Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Agreement.

7. Delivery and Inspection of Goods, Materials, Equipment or Supplies.

7.1. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

7.2 Inspections. Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances. Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

7.3 Deficiencies. If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.

7.4 Inspection of Facilities. If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

8. Title/Risk of Loss. Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

9. Payment & Compensation. The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of $220,000. The payments specified under this Agreement shall be the only payments made to Agreement unless the City approves a supplemental addendum or Agreement.

9.1 The City shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within forty-five (45) days after receipt of such invoice, notify the Contractor 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.

9.2 Contractor shall submit a payment request to City by the end of each calendar month listing the Goods and Services provided, costs of those Goods and Services, and total amount due for the month. Invoices may be emailed to: invoices@oxnard.org.

9.2.1 Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.

9.2.2 All invoices submitted by Contractor must contain the following information:

(1) Job/Project Name
(2) City's current Purchase Order Number
(3) Contractor's Invoice Number
(4) Date of Invoice Issuance
(5) Work Order Number (if applicable)
(6) City representative identified on the Purchase Order
(7) Contractor's remit address
(8) Itemized description of items billed under Invoice
(9) Itemized description of all authorized Reimbursable Expenses
(10) Itemized description of all applicable taxes (sales, use, excise, etc.)
(11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
(12) Total Billed to Date under Agreement (if applicable)

9.2.3 Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

9.3 Contractor's Reimbursable Expenses. "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Agreement and are only payable if specifically authorized in advance in writing by the City.

9.4 Miscellaneous Charges. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.

9.5 [RESERVED]

9.6 Purchase Orders. Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

9.7 Additional Goods. Additional Goods shall be provided only when a Supplemental Addendum to this Agreement authorizing the Additional Goods is approved in writing by the City in accordance with the City's Agreement amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

9.8 Billing Disputes. The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

9.9 Accounting Records of Contractor. During performance of this Agreement and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records

related to this Agreement, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Agreement and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

9.10 Sales Tax Requirements. The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item, if applicable.

10. Funding Availability. This Agreement is subject to the budget and fiscal provisions of the City. The City's payment obligation under this Agreement will not exceed the amount of funds appropriated and approved for this Agreement by the Oxnard City Council. This Section shall govern over any other contrary provision of the Agreement.

11. 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.

CITY Designated Representative:
Name: Marisue Eastlake
Title: Recreation Supervisor
Phone: 805-385-8019
Email: marisue.eastlake@oxnard.org
Mailing Address (if differs from above):

CONTRACTOR Designated Representative:
Name: Aldo Cecena
Title: Secretary
Phone: 805-767-9077
Email: azulevent805@gmail.com
Mailing Address (if differs from above):

12. Notices. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 11. 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.

13. Insurance. Contractor shall, at its sole cost and expense, obtain and maintain during the performance of this Agreement, the insurance coverage described in Exhibit D, attached and incorporated herein by this reference. Insurance must be issued by a company satisfactory to the City's Risk Manager. Contractor shall, before performance under this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit D. Failure to maintain or renew insurance coverage or to provide renewal evidence shall be considered a material breach of this Agreement.

14. Indemnification. Notwithstanding the limits of any insurance, Contractor shall indemnify City, its officials, officers, agents, volunteers and employees against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "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 negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or

liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:

a. 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;

b. Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents 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') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold City, its officials, volunteers, officers, agents, and employees harmless therefrom;

c. In the event the City, its 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 negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to the City.

This Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

15. Ownership of Contractor's Work Product, Confidentiality & Disclosure .

15.1 City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photo sharing, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

15.2 All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

15.3 Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all

or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.

15.4 The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection 15.2, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

15.5 Contractor 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 Contractor by the City or other information to which the Contractor 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.

15.6 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 Contractor in reliance on any Confidential Information disclosed under this Agreement.

16. Independent Contractor. Contractor 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 Contractor or any of its employees, except as stated in this Agreement. Contractor 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 Contractor. This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the Contractor shall perform for the City. The City retains the right to provide general instructions to and observe the Contractor in the performance of all services done on behalf of the City.

Contractor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor and its employees are not employees of City. Contractor 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. Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

17. Conflict of Interest. Contractor 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 Contractor's services under this Agreement. Contractor further covenants that in the performance of services under

this Agreement, no officer, employee or agent of Contractor having such interest shall be employed by it. In the event the City determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor 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 Contractor may result in termination of this Agreement by the City.

18. Confidentiality of City Information. During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

19. Notice of Breach and Opportunity to Cure. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

21. Termination of Agreement. The City shall have the right to terminate this Contract upon fifteen (15) calendar day's written notice pursuant to Section 12. 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. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice and deliver all information prepared under this Contract to the City. The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

22. Guarantee and Warranty. Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

22.1 The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

22.2 Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

22.3 Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

22.4 City's inspections, approval, acceptance, or payment for all or part of any Goods and Services will in no way affect City's warranty rights.

23. Contractor Not Agent. Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

24. 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.

25. 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.

26. Entire Agreement. This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.

27. Waiver. Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

28. Assignment Prohibited. The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

29. Authority to Execute. Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

30. 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.

31. Acknowledgement. By signing below, Contractor acknowledges that it has reviewed the CITY's Goods & Services Agreement terms and conditions and insurance requirements and that Contractor hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

Jennifer Harkey 6/11/25

☐ Luis A. Mc Arthur, Mayor[1] Date

☒ Jennifer ~~Yates~~, Harkey
Purchasing Manager

[CONTRACTOR]

06/16/25

Aldo Cecena Date

ATTEST:

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

APPROVED AS TO FORM:

M. Saleh FOR 6/17/25

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

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EXHIBIT A
SCOPE OF SERVICES

Overview of Services
The City has engaged Contractor to provide the following services, which are more specifically described in the Services section below:

Provide Congregate and/or Home-Delivered meals for seniors aged 60 years and older as defined in Title III C1 and C2 of the Older Americans Act. No minimum or maximum number of transactions can be guaranteed by the City for this program.

Scope of Services
Contractor shall perform the following services:

The Senior Nutrition Program is intended to provide nutrition meal services as described in the Older American Act (OAA) of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition and reduced isolation through programs coordinated with nutrition-related supportive services, fostering aging in place and promoting choice and quality of life.

Contractor shall procure and furnish food, and non-food items, including meals and packaging, and safely and efficiently store, transport, and deliver food and non-food items to the Wilson Senior Center, 350 N. C Street, Oxnard, using temperature-controlled equipment. Deliveries to Wilson Senior Center shall be weekly, according to placed orders. Food procurement procedures shall comply with Title 22, CRFC standards and HACCP best practices guidelines. All food shall be of good quality and shall be obtained from sources that conform to Federal, State and local regulatory standards for quality, sanitation and safety. The delivery of food and nonfood supplies to Wilson Senior Center also includes the use of transport equipment and food service containers. Due to the essential function of supplying food and non-food supplies for the Oxnard Senior Nutrition Program each week, local storage and delivery of these items are required.

Delivery driver(s) is required to notify the Oxnard Senior Nutrition Program Coordinator in a timely manner if the delivery will not be made within the scheduled time frame. Delivery driver will not drop off order at Wilson Senior Center and leave without first notifying the Program Coordinator or person responsible for meal site staff. In the event that a delivery is attempted and no responsible staff is on hand to accept and sign for delivery, the driver is to return to the warehouse with the food and invoice the City for the attempted delivery only.

EXHIBIT B
SCHEDULE OF COMPENSATION

Azul Foundation Senior Nutrition Price List
January 1, 2025 - June 30, 2025

ENTRÉE	COST PER SERVINGS	SINGLE SERVE SERVE COST	APPROVED RECIPE
5 BEAN VEGETARIAN CHILI	7.90	8.50	YES
ASIAN STIR FRY	8.30	8.50	YES
BAMBOO CHICKEN STIRFRY	7.80	8.50	YES
BREADED CHICKEN & ZUCHINNI	8.25	8.95	YES
B.R.C. BEANS, RICE & CHEESE BURRITO	8.10	8.95	Yes
CHICKEN & BELL PEPPER PIZZA	7.45	8.95	YES
CHICKEN & BELL PEPPER HOT WRAP	7.65	8.95	YES
CHICKEN & SPINACH PIZZA	7.45	8.95	YES
CHICKEN ALFREDO PASTA & BROCCOLI	7.95	8.95	YES
CHICKEN FAJITAS	8.25	8.95	YES
FUSCION CHICKEN FRIED RICE	7.10	8.75	YES
CHICKEN LASAGNA TRAY	7.85	8.50	YES
CHICKEN MAC N CHEESE	7.25	8.90	YES
CHICKEN MEATBALL MARINARA	7.55	8.95	YES
CHICKEN VEGETABLE MEDLEY	7.45	8.95	YES

Azul Foundation Senior Nutrition Price List
January 1, 2025 - June 30, 2025

CHICKEN WITH ORANGE SAUCE	7.75	8.95	YES
CHICKEN PARMESAN	8.75	8.95	YES
FIESTA PIZZA	7.45	8.95	YES
GREEN BEAN CHICKEN & MUSHROOM	8.75	8.95	YES
GREEN CHICKEN ENCHILADA	7.75	8.50	YES
GROUND BEEF HOT WRAP	7.75	8.95	YES
Ground Chicken Marinara Pasta	7.65	8.95	YES
HARVEST CHICKEN & LENTIL STEW	8.65	8.95	YES
HERB CHICKEN BREAST/VEG	7.65	8.80	YES
MAPLE CHICKEN & PEAR	7.85	8.50	YES
MEATLOAF & MASHED POTATOES	7.85	8.95	YES
PHILLY CHEESE STEAK CASSEROLE	8.25	8.95	YES
PINEAPPLE HAWAIIAN CHICKEN	7.75	8.80	YES
POBLANO CHICKEN CREAM	7.85	8.95	YES
RED LENTIL SOUP	7.25	8.50	YES
SOUTHWEST BLACK BEAN & CORN ENCHILADA	8.25	8.95	YES
SPINACH CORDON BLEU	8.95	8.95	YES

Azul Foundation Senior Nutrition Price List
January 1, 2025 - June 30, 2025

STEAK VEGETABLE MEDLEY	8.95	8.95	YES
STUFFED BELL PEPPERS	8.25	8.95	YES
STUFFED CABBAGE CASSEROLE	7.45	8.95	YES
TOFU ALFREDO BROCCOLI PASTA	7.45	8.95	YES
TRI TIP & ROASTED POTATOES	8.90	8.95	YES
TURKEY LASAGNA	8.25	8.95	YES
TURKEY MEATBALL PASTA	8.15	8.95	YES
TURKEY STROGANOFF	8.90	8.95	YES
VEGETARIAN LASAGNA	8.75	8.95	YES

Azul Foundation Senior Nutrition Price List
July 1, 2025 - June 30, 2026

ENTRÉE	COST PER SERVINGS	SINGLE SERVE COST
5 BEAN VEGETARIAN CHILI	7.90	8.95
ASIAN STIR FRY	8.30	8.95
BAMBOO CHICKEN STIRFRY	7.80	8.95
BIRRIA (TRADITIONAL)	8.50	8.95
BREADED CHICKEN & ZUCHINNI	8.25	8.95
B.R.C. BEANS, RICE & CHEESE BURRITO	8.10	8.95
CHICKEN & BELL PEPPER HOT WRAP	7.95	8.95
CHICKEN & EGG BREAKFAST BURRITO	8.50	8.95
CHICKEN ALFREDO PASTA & BROCCOLI	7.95	8.95
CHICKEN FAJITAS	8.25	8.95
CHICKEN FRIED RICE	7.75	8.95
CHICKEN LASAGNA TRAY	7.85	8.95
CHICKEN MAC N CHEESE	7.95	8.95
CHICKEN MEATBALL MARINARA	7.95	8.95
CHICKEN VEGETABLE MEDLEY	7.95	8.95

Azul Foundation Senior Nutrition Price List

July 1, 2025 - June 30, 2026

CHICKEN WITH ORANGE SAUCE	8.25	8.95
CHICKEN PARMESAN	8.75	8.95
GREEN BEAN CHICKEN & MUSHROOM	8.75	8.95
GREEN CHICKEN ENCHILADA	7.95	8.95
GROUND BEEF HOT WRAP	7.95	8.95
GROUND BEEF LASAGNA	8.25	8.95
Ground Chicken Marinara Pasta	7.95	8.95
HARVEST TURKEY & LENTIL STEW	8.65	8.95
HERB CHICKEN BREAST/VEG	7.95	8.95
MAPLE CHICKEN & PEAR	7.85	8.95
MEATLOAF & MASHED POTATOES	8.25	8.95
PHILLY CHEESE STEAK CASSEROLE	8.25	8.95
PINEAPPLE HAWAIIAN CHICKEN	8.25	8.95
POBLANO CHICKEN CREAM	8.00	8.95
RED LENTIL SOUP	7.25	8.95
SHRIMP MARINARA PASTA	8.50	8.95
SOUTHWEST BLACK BEAN & CORN ENCHILADA	8.25	8.95

Azul Foundation Senior Nutrition Price List
July 1, 2025 - June 30, 2026

SPINACH CORDON BLEU	8.95	8.95
STEAK VEGETABLE MEDLEY	8.95	8.95
STUFFED BELL PEPPER CASSEROLE	8.25	8.95
STUFFED CABBAGE CASSEROLE	7.95	8.95
TAMALE DUO	8.50	8.95
CHICKEN ALFREDO PASTA & BROCCOLI	8.25	8.95
TRADITIONAL BIRRIA	8.50	8.95
TRI TIP & ROASTED POTATOES	8.90	8.95
TURKEY LASAGNA	8.25	8.95
TURKEY MEATBALL PASTA	8.25	8.95
TURKEY MUSHROOM LASAGNA	8.90	8.95
VEGETARIAN LASAGNA	8.75	8.95

EXHIBIT C
TECHNICAL SPECIFICATION

Nutritional Requirements of Meals: Contractor will work with the Ventura County Area Agency on Aging Registered Dietician to ensure that each meal complies with the Dietary Guidelines for Americans (DGA) and provides ⅓ of the Dietary Reference Intakes. The DGA is jointly published by the US Department of Health and Human Services and the US Department of Agriculture. The Dietary Reference Intakes are reference values determined by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Each meal shall provide the following:
(a) A weekly average caloric range of >550-750 calories per meal; and
(b) Three (3) ounces of cooked, edible protein in the form of meat, fish, poultry, eggs, cheese or the protein equivalent; and
(c) At least one-half (½) cup serving of different cooked vegetables and/or one (1) cup of raw leafy vegetables; and
(d) One-half (½) cup serving of fruit; and
(e) At least one (1) serving of whole grain; and
(f) Eight (8) ounces of fortified fat-free or low-fat milk, yogurt, cheese or soy beverages; and
(g) Target 500-750 milligrams of Sodium; and
(h) Foods containing a minimum of 25 milligrams of Vitamin C; and
(i) Food(s) containing a minimum of 233 micrograms of Vitamin A shall be served at least three (3) times per week.

These meals and any other Senior Nutrition Program meals served by Contractor shall constitute the menu provided to participants of the Senior Nutrition Program. All menus, meals and recipes must be reviewed and approved by the VCAAA RD. Any and all supplemental foods and/or enhancements must be reviewed and approved by the VCAAA RD prior to service.

EXHIBIT D
INSURANCE FORM I
INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

2. Vendor 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-I. 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. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

FIRST AMENDMENT TO THE GOODS AND SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND AZUL FOUNDATION

This First Amendment ("First Amendment") to the Good & Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this **17th** day of March, 2026, by and between the City of Oxnard, a municipal corporation ("City"), and Azul Foundation ("Contractor"). This First Amendment amends the Agreement entered into on June 30, 2025, by City and Contractor.

RECITALS

WHEREAS, City entered into an agreement on June 30, 2025 with Azul Foundation for an initial amount of $220,000 for the purchase of meals for the Senior Nutrition Program; and

WHEREAS, the Senior Nutrition Program is required to provide seniors with meals that meet certain nutritional standards and must be purchased through a Ventura County Area Agency on Aging approved vendor whose menu has been vetted and determined to meet the requirements of the SNP; and

WHEREAS, the Azul Foundation is currently the only vendor that is both approved and able to meet the needs of the Oxnard program; and

WHEREAS, Fiscal Year 2026 is the first year the city is managing the direct purchase of meals and materials under this program; and

WHEREAS, City found the need to increase the agreement amount with the county's designated vendor to provide the meals for the remainder of this program year; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree to amend the Original Agreement as set forth in this Amendment.

City and Contractor agree as follows:

1. Under Section 3 titled "Agreement Amount Not to Exceed" the phrase "$220,000" is deleted and replaced with "$350,000."

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
3/17/26 L.5
DATE

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

☐Jennifer Hiroaka, Purchasing Agent[2]

3/12/26

[3] Date

AZUL FOUNDATION

Aldo Cecena, 3-9-26 Date

ATTEST:

Lourdes A. López, City Clerk 3/18/2026 Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 2/24/2026
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. 32500510

SECOND AMENDMENT TO THE GOODS AND SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND AZUL FOUNDATION

This Second Amendment ("Second Amendment") to the Good & Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2026, by and between the City of Oxnard, a municipal corporation ("City"), and Azul Foundation ("Contractor"). This Second Amendment amends the Agreement entered into on June 30, 2025, by City and Contractor.

RECITALS

WHEREAS, City entered into an agreement on June 30, 2025 with Azul Foundation for an initial amount of $220,000 for the purchase of meals for the Senior Nutrition Program; and

WHEREAS, the Senior Nutrition Program is required to provide seniors with meals that meet certain nutritional standards and must be purchased through a Ventura County Area Agency on Aging-approved vendor whose menu has been vetted and determined to meet the requirements of the SNP; and

WHEREAS, in order to remain compliant with the nutritional standards the City found the need to extend the agreement term and as a result increase the not to exceed value with the county's designated vendor in order to provide the meals needed for the Senior Nutrition Program for Fiscal Year 2026-27; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree to amend the Original Agreement as set forth in this Amendment.

City and Contractor agree as follows:

1. Under Section 2 titled "Term of agreement" the phrase "From July 1, 2025 to June 30, 2026" is deleted and replaced with "From July 1, 2025 to June 30, 2027"
2. Under Section 3 titled "Agreement Amount Not to Exceed" the phrase "$350,000" is deleted and replaced with "$620,000".
3. The reference to the schedule of compensation Exhibit everywhere it is listed in the agreement is hereby amended to add also the Azul Foundation Senior Nutrition Price List for July 1, 2026 to June 30, 2027 Exhibit B. The schedule of Compensation Exhibit B is attached hereto and incorporated herein by this reference.

4. 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 **[SERVICE PROVIDER]**

_____ _____ _____ _____

☐Luis A. Mc Arthur, Mayor[1] Date Aldo Cecena Date

☐Jennifer Hiraoka, Purchasing Agent

_____ _____

, [2] 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 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. 32500510

EXHIBIT B-1

SCHEDULE OF COMPENSATION

Azul Foundation Price List for July 1, 2026 through June 30, 2027 is attached to this Exhibit.

2026-2027		
Entree	Steam	Single
5 Bean Chili	7.90	8.95
Apple Bourbon Beef	8.50	8.95
Asian Stir Fry (Chicken)	8.30	8.95
B.R.C. Beans, Rice & Cheese Burrito	8.10	8.95
Bamboo Chicken Stirfry	7.80	8.95
Beefy Mac N Cheese	8.75	8.95
Beef Spaghetti	8.25	8.95
Birria (Traditional)	8.50	8.95
Breaded Chicken & Zuchinni	8.25	8.95
Chicken & Bell Pepper Hot Wrap	7.95	8.95
Chicken & Egg Breakfast Burrito	8.50	8.95
Chicken Alfredo Pasta & Broccoli	8.25	8.95
Chicken Chile Verde	8.25	8.95
Chicken Fajitas	8.25	8.95
Chicken Fried Rice	7.75	8.95
Chicken Lasagna Tray	7.85	8.95
Chicken Mac N Cheese	7.95	8.95
Chicken Meatball Marinara	7.95	8.95
Chicken Parmesan (Breaded)	8.75	8.95
Chicken Vegetable Medley	7.95	8.95
Chicken with Orange Sauce	8.25	8.95
Cowboy Chili	8.75	8.95
Green Bean Chicken & Mushroom	8.75	8.95
Green Chicken Enchilada	7.95	8.95
Ground Beef Hot Wrap	7.95	8.95
Ground Beef Lasagna	8.25	8.95
Ground Beef Spaghetti	$8.25	$8.95
Ground Chicken Marinara Pasta	7.95	8.95
Harvest Turkey & Lentil Stew	8.65	8.95
Herb Chicken & Vegetables	7.95	8.95

Maple Chicken & Pear	7.85	8.95
Meatloaf & Mashed Potatoes	8.25	8.95
Philly Cheese Steak Cassderole	8.25	8.95
Pineapple Hawaiian Chicken	8.25	8.95
Poblano Chicken Cream	8.00	8.95
Red Lentil Soup	7.25	8.95
Shrimp Broccoli Alfredo	8.95	8.95
Shrimp Marinara Pasta	8.50	8.95
Shrimp Fried Rice	8.95	8.95
Smothered Chicken	8.75	8.95
Southwest Black Bean & Corn Enchilada	8.25	8.95
Spinach Cordon Bleu	8.95	8.95
Spinach & Egg Casserole	8.95	8.95
Steak Tony	8.50	8.95
Steak Fried Rice	8.50	8.95
Steak Vegetable Medley	8.95	8.95
Stuffed Bell Pepper Casserole	8.25	8.95
Stuffed Cabbage Casserole	7.95	8.95
Sweet Potatoe Beef	8.75	8.95
Tamale Duo	8.50	8.95
Tri Tip & Roasted Potatoes	8.90	8.95
Turkey Lasagna	8.25	8.95
Turkey Meatball Pasta	8.25	8.95
Turkey Mushroom Lasagna	8.90	8.95
Vegetarian Lasagna	8.75	8.95
Verde Shrimp Pasta	8.95	8.95

Note: All single serves are billed as "Single Serve" regardless of entree name as all single serves are the same price and are dietician approved.

Additional or replacement food items		
may be subsitituted as agreed upon by		
the City and Vendor and subject to City		
review and approval. Prices are subject to		
Market Conditions.		

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: June 30, 2026

TO: City Council

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org

SUBJECT: Second Amendment to the Agreement with Jordano's Inc. for the Senior Nutrition Program Meals.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with the Jordano's Inc. (32500565) to increase the agreement amount by $150,000, resulting in a total agreement amount of $370,000, to purchase meals for the Senior Nutrition Program.

(This item did not originate in Committee.)

BACKGROUND

The Ventura County Area Agency on Aging (VCAAA) operates the Senior Nutrition Program (SNP). The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education, and related supportive services to persons aged 60 years and older. The SNP, which includes Congregate and Home-Delivered Meal (HDM) services, provides nutritious meals for older adults and people with disabilities within Ventura County. Last year, the City served over 44,000 meals through the program.

The past two years have included a number of fiscal changes in this program. Historically, the County directly covered the cost of all food, food preparation, and paper products for the program. This is the second year the model has changed, and City staff are now making these purchases directly within the award amount we are given by the County.

Currently, VCAAA funding of $420,000 supports all food and paper goods costs through approved vendors, including Azul, Jordanos, and Revolution, for both congregate and home-delivered meals at three of the City's four senior centers: Colonia, Palm Vista, and Wilson Senior Centers.

In June 2025, the City entered into an agreement with Jordanos, Inc. for an initial $220,000 to purchase meals for the SNP. The agreement was amended in September 2025, with a new Exhibit B containing a complete price list for the VCAAA-approved items. The SNP requires that meals provided to seniors meet certain nutritional standards and must be purchased through an approved vendor whose menu has been vetted and determined to meet the requirements of the nutrition program.

Jordano's Inc. continues to be one of three vendors that are approved to provide meals for the Senior Nutrition Program. As such, the current agreement will need to be extended through fiscal year 2027, and the value to be increased by $150,000, making the total value of the agreement $370,000. Ensuring the City has access to multiple approved vendors helps support procurement flexibility and reliable access to supplies needed to support the program's needs throughout the year. Additionally, Exhibit B in the agreement contains the price list of goods for July 2025 through June 2026, this will be amended to include Exhibit B-1 with the updated price list of goods for July 1, 2026 through June 30, 2027.

VCAAA this year has provided funding totaling $420,000, which is also being considered at this Council meeting. To maintain existing service levels for Oxnard seniors, the program funding gap will be addressed through the use of

Community Development Block Grant (CDBG) CARES Act funds in the amount of $331,927.57, which will fully support staffing costs associated with the Senior Nutrition Program, and $43,515 in Measure O funding for meals and supplies. Combined with VCAAA funding, the total Senior Nutrition Program budget for FY 2026-27 will be $795,442.57.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The recommended Fiscal Year 2026-27 budget includes the Ventura County Area Agency on Aging Older American Act Senior Nutrition Program Federal grant funding (Fund 200) in the amount of $420,000, which is sufficient to cover the cost of the amendment to this agreement.

For Finance Use Only: Federal Grants Fund (Org. 2005503 Obj. 53200) Project G2401

COMMITTEE OUTCOME

This is a routine item and did not originate in Committee.

Prepared by: Pam Morrison, Cultural & Recreation Services Manager

ATTACHMENTS

1. Jordano's Inc Executed Agreement 32500565 063025
2. Jordano's Inc Executed First Amendment Agreement 32500565 092225
3. Jordanos Second Amendment Agreement 32500565

GOODS & SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND JORDANO'S INC.

By This Goods & Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to purchase certain goods and engage the services of Jordano's Inc. ("CONTRACTOR"), and CONTRACTOR agrees to supply the required goods and 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 CONTRACTOR may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF THE GOODS AND SERVICES: The City of Oxnard Cultural and Community Services Department requires congregate and home-delivered meals for seniors aged 60 years and older as part of its Senior Nutrition Program. City will purchase prepared meals meeting Ventura County Area Agency on Aging Registered Dietician approval and receive delivery of same weekly. Contractor may also provide non-food items, as required.

2. TERM OF THE AGREEMENT: From: January 1, 2025 to June 30, 2026

3. AGREEMENT AMOUNT NOT TO EXCEED: $220,000

4. 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:	Technical Specifications
Exhibit D:	Insurance Requirements: Insurance Exhibit INS-I

5. GOODS. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the goods, materials, equipment or supplies and related Services as described in Exhibit A.

5.1 Contractor will not be compensated for goods, materials, equipment, or supplies and related services outside the scope of Exhibit A. Any Goods out the scope of Exhibit A are considered Additional Goods and before providing Additional Goods the following shall occur: (a) Contractor notifies City and City agrees that the Additional Goods are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods; and (c) City, after notice, approves in writing a Supplemental Addendum to this Agreement specifying the Additional Goods and the amount of additional compensation to be paid Contractor.

5.2 City will have no obligations whatsoever under this Agreement or any Supplemental Addendum, unless and until this Agreement or any Supplemental Addendum to this Agreement is approved by the City as required by the Oxnard City Code. As used in this Agreement, the term "Goods" includes both Goods and Additional Goods as applicable.

6. Facilities and Equipment. Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Agreement.

7. Delivery and Inspection of Goods, Materials, Equipment or Supplies.

7.1. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

7.2 Inspections. Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances. Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

7.3 Deficiencies. If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.

7.4 Inspection of Facilities. If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

8. Title/Risk of Loss. Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

9. Payment & Compensation. The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of $220,000. The payments specified under this Agreement shall be the only payments made to Agreement unless the City approves a supplemental addendum or Agreement.

9.1 The City shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within forty-five (45) days after receipt of such invoice, notify the Contractor 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.

9.2 Contractor shall submit a payment request to City by the end of each calendar month listing the Goods and Services provided, costs of those Goods and Services, and total amount due for the month. Invoices may be emailed to: invoices@oxnard.org.

9.2.1 Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.

9.2.2 All invoices submitted by Contractor must contain the following information:

(1) Job/Project Name
(2) City's current Purchase Order Number
(3) Contractor's Invoice Number
(4) Date of Invoice Issuance
(5) Work Order Number (if applicable)
(6) City representative identified on the Purchase Order
(7) Contractor's remit address
(8) Itemized description of items billed under Invoice
(9) Itemized description of all authorized Reimbursable Expenses
(10) Itemized description of all applicable taxes (sales, use, excise, etc.)
(11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
(12) Total Billed to Date under Agreement (if applicable)

9.2.3 Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

9.3 Contractor's Reimbursable Expenses. "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Agreement and are only payable if specifically authorized in advance in writing by the City.

9.4 Miscellaneous Charges. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.

9.5 [RESERVED]

9.6 Purchase Orders. Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

9.7 Additional Goods. Additional Goods shall be provided only when a Supplemental Addendum to this Agreement authorizing the Additional Goods is approved in writing by the City in accordance with the City's Agreement amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

9.8 Billing Disputes. The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

9.9 Accounting Records of Contractor. During performance of this Agreement and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records

related to this Agreement, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Agreement and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

9.10 Sales Tax Requirements. The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

10. Funding Availability. This Agreement is subject to the budget and fiscal provisions of the City. The City's payment obligation under this Agreement will not exceed the amount of funds appropriated and approved for this Agreement by the Oxnard City Council. This Section shall govern over any other contrary provision of the Agreement.

11. 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.

CITY Designated Representative:
Name: Marisue Eastlake
Title: Recreation Supervisor
Phone: 805-385-8019
Email: marisue.eastlake@oxnard.org
Mailing Address (if differs from above):

CONTRACTOR Designated Representative:
Name: Guillermo Coronado
Title: Regional Sales Manager
Phone: 805-964-0626
Email: gcoronado@jordanos.com
Mailing Address (if differs from above):

12. Notices. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 11. 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.

13. Insurance. Contractor shall, at its sole cost and expense, obtain and maintain during the performance of this Agreement, the insurance coverage described in Exhibit D, attached and incorporated herein by this reference. Insurance must be issued by a company satisfactory to the City's Risk Manager. Contractor shall, before performance under this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit D. Failure to maintain or renew insurance coverage or to provide renewal evidence shall be considered a material breach of this Agreement.

14. Indemnification. Notwithstanding the limits of any insurance, Contractor shall indemnify City, its officials, officers, agents, volunteers and employees against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "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 negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or

liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:

a. 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;

b. Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents 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') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold City, its officials, volunteers, officers, agents, and employees harmless therefrom;

c. In the event the City, its 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 negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to the City.

This Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

15. Ownership of Contractor's Work Product, Confidentiality & Disclosure.

15.1 City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photo sharing, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

15.2 All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

15.3 Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all

or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.

15.4 The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection 15.2, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

15.5 Contractor 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 Contractor by the City or other information to which the Contractor 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.

15.6 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 Contractor in reliance on any Confidential Information disclosed under this Agreement.

16. Independent Contractor. Contractor 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 Contractor or any of its employees, except as stated in this Agreement. Contractor 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 Contractor. This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the Contractor shall perform for the City. The City retains the right to provide general instructions to and observe the Contractor in the performance of all services done on behalf of the City.

Contractor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor and its employees are not employees of City. Contractor 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. Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

17. Conflict of Interest. Contractor 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 Contractor's services under this Agreement. Contractor further covenants that in the performance of services under

this Agreement, no officer, employee or agent of Contractor having such interest shall be employed by it. In the event the City determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor 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 Contractor may result in termination of this Agreement by the City.

18. Confidentiality of City Information. During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

19. Notice of Breach and Opportunity to Cure. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement.

20. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

21. Termination of Agreement. The City shall have the right to terminate this Contract upon fifteen (15) calendar day's written notice pursuant to Section 12. 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. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice and deliver all information prepared under this Contract to the City. The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

22. Guarantee and Warranty. Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

22.1 The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

22.2 Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

22.3 Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

22.4 City's inspections, approval, acceptance, or payment for all or part of any Goods and Services will in no way affect City's warranty rights.

23. Contractor Not Agent. Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

24. 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.

25. 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.

26. Entire Agreement. This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.

27. Waiver. Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

28. Assignment Prohibited. The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

29. Authority to Execute. Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

30. 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.

31. Acknowledgement. By signing below, Contractor acknowledges that it has reviewed the CITY's Goods & Services Agreement terms and conditions and insurance requirements and that Contractor hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

☐ Luis A. Mc Arthur, Mayor[1]
☐ Jennifer Yates, Purchasing Manager[2]

Date 6/30/25

[CONTRACTOR]

Patrick Day, General Manager

Date 4/17/25

ATTEST:

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

Date

APPROVED AS TO FORM:

B. Salh FOR

Stephen M. Fischer,
City Attorney (always required)

Date 6/18/25

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EXHIBIT A
SCOPE OF SERVICES

Overview of Services
The City has engaged Contractor to provide the following services, which are more specifically described in the Services section below:

Provide Congregate and/or Home-Delivered meals for seniors aged 60 years and older as defined in Title III C1 and C2 of the Older Americans Act. No minimum or maximum number of transactions can be guaranteed by the City for this program.

Scope of Services
Contractor shall perform the following services:

The Senior Nutrition Program is intended to provide nutrition meal services as described in the Older American Act (OAA) of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition and reduced isolation through programs coordinated with nutrition-related supportive services, fostering aging in place and promoting choice and quality of life.

Contractor shall procure and furnish food, and non-food items, including meals and packaging, and safely and efficiently store, transport, and deliver food and non-food items to the Wilson Senior Center, 350 N. C Street, Oxnard, using temperature-controlled equipment. Deliveries to Wilson Senior Center shall be weekly, according to placed orders. Food procurement procedures shall comply with Title 22, CRFC standards and HACCP best practices guidelines. All food shall be of good quality and shall be obtained from sources that conform to Federal, State and local regulatory standards for quality, sanitation and safety. The delivery of food and nonfood supplies to Wilson Senior Center also includes the use of transport equipment and food service containers. Due to the essential function of supplying food and non-food supplies for the Oxnard Senior Nutrition Program each week, local storage and delivery of these items are required.

Delivery driver(s) is required to notify the Oxnard Senior Nutrition Program Coordinator in a timely manner if the delivery will not be made within the scheduled time frame. Delivery driver will not drop off order at Wilson Senior Center and leave without first notifying the Program Coordinator or person responsible for meal site staff. In the event that a delivery is attempted and no responsible staff is on hand to accept and sign for delivery, the driver is to return to the warehouse with the food and invoice the City for the attempted delivery only.

Exhibit B
Schedule of Compensation

Jordano's SNP Price List
Jan 1, 2025 - June 30, 2025

Item	Pack	Size	Brand	Description	Price
55712	1	40 LB	PACKER	APPLE RED 150/163 FRESH	$30.79
564	6	10	SUNSOURCE	APPLESAUCE FANCY UNSWEETENED	$49.32
3250	72	4.5 OZ	TREE TOP	APPLESAUCE NATURAL UNSWEETENED CUP	$24.12
25850	1	500 CT	COMMAND	BAG PLASTIC 19X18X9.5 1.4 MIL WHITE	$77.78
26121	1	500 CT	FOODHANDL	BAG PLASTIC 6X6.5 PINT DOUBLE TRACK ZIP	$19.99
26119	1	250 CT	FOODHANDL	BAG PLASTIC GALLON DOUBLE TRACK ZIP	$32.99
25863	1	1000	COMPANION	BAG PLASTIC T-SHIRT WHITE THANK YOU	$26.55
56150	1	40 LB	DOLE	BANANA GREENTIP FRESH	$32.88
56080	1	40 LB	DOLE	BANANA PETITE 150 CT FRESH	$24.94
4125	6	10	SUNSOURCE	BEAN BLACK FANCY LOW SODIUM	$33.12
5594	6	10	SUNSOURCE	BEAN GARBANZO FANCY LOW SODIUM	$32.83
4119	6	10	SUNSOURCE	BEAN GREEN CUT 4 SIEVE FANCY L/S	$42.69
38995	1	20 LB	CROWN	BEAN GREEN REGULAR CUT I.Q.F.	$26.36
5620	6	10	TEASDALE	BEAN KIDNEY DARK RED FANCY	$48.26
703991	2	2 PC	FIRE	BEEF FLANK STEAK FROZEN	$11.91
34842	53	3 OZ	ADVANCE	BEEF PATTY 5/1 GRILL MARK COOKED I.Q.F.	$102.95
704109	2	9#	NATURAL	BEEF POT ROAST CHOICE NATURAL FROZEN	$8.79
4302	6	10	SUNSOURCE	BEET SHOESTRING FANCY	$50.27
37590	1	10 LB	FLAV-R-PAC	BERRY MIX OREGON I.Q.F.	$48.84
40780	14	26 OZ	FRANZ	BREAD LOAF NINE GRAIN SAN JUAN SLICED	$68.94
40784	12	24oz	FRANZ	BREAD WHEAT WHOLE WHEAT	$43.29
39226	12	2 LB	SIMPLOT	BROCCOLI FLORETS I.Q.F.	$32.88
42474	1	17 LB	GRASSLAND	BUTTER CHIP SALTED 59 CT FOIL WRAPPED	$88.31
42496	30	1 LB	GRASSLAND	BUTTER UNSALTED SOLIDS GRADE AA	$123.26
51200	1	2 CT	PACKER	CABBAGE RED FRESH	$3.56
60115	4	5 LB	GRIMMWAY	CARROT SHREDDED FRESH	$6.56
39914	1	20 LB	LUCKY FIND	CARROT SLICED CRINKLE CUT GRADE B I.Q.F.	$23.23
39345	12	2 LB	VALMONT	CARROT SLICED SMOOTH GRADE A I.Q.F.	$32.50
39311	12	2 LB	WORLD	CARROT SLICED SMOOTH I.Q.F.	$35.59
39400	12	2 LB	SIMPLOT	CAULIFLOWER WHITE I.Q.F.	$38.55
60265	4	5 LB	FIELD	CELERY DICED 1/4" FRESH	$40.00
60265	4	5 LB	FIELD	CELERY DICED 1/4" FRESH	$10.00
18963	4	5 LB	CHESWICK	CHEESE CHEDDAR MILD SHREDDED FEATHER	$15.89
19093	6	5 LB	SAPUTO	CHEESE MOZZARELLA W/M SHREDDED	$20.93
36389	2	5 LB	TYSON RED	CHICKEN BREAST 3 OZ GRILLED FILLET CKD	$76.63
36287	2	5 LB	BRAKEBUSH	CHICKEN BREAST DICED 1/2" CKD LOW SODIUM	$55.71
704107	2	5#	FIRE	CHICKEN THIGH BONELESS FIRE BRAISED	$6.11
36417	4	10 LB	KOCH	CHICKEN THIGH MEAT B/S FRESH CVP	$96.42
7089	12	27 OZ	EMBASA	CHILE GREEN DICED	$64.55
32049	1	10 LB	PACKER	COD LOIN 4 OZ PACIFIC I.Q.F.	$62.61

Jordano's SNP Price List
Jan 1, 2025 - June 30, 2025

51760	1	CASE	PACKER	CUCUMBER 36/42 CT FRESH	$21.82
16944	60	1.5 OZ	KEN'S	DRESSING 1000 ISLAND PACKET	$20.94
16661	84	1.5 OZ	HIDDEN	DRESSING BALSAMIC VINAIGRETTE PACKET	$28.99
16945	60	1.5 OZ	KEN'S	DRESSING ITALIAN GOLDEN PACKET G/F	$18.06
16914	4	1 GAL	KEN'S	DRESSING RANCH BUTTERMILK CREAMY G/F	$56.50
16903	60	1.5 OZ	KEN'S	DRESSING RANCH BUTTERMILK PACKET G/F	$22.75
16411	100	1.5 OZ	KEN'S	DRESSING RANCH HOMESTYLE CUP G/F	$34.37
16925	100	1 OZ	KEN'S	DRESSING RANCH LITE PORTION G/F CUP	$22.60
7774	6	32 OZ	SILK	DRINK ALMONDMILK SWEETENED ASEPTIC	$18.31
61060	1	15	PACKER	EGG FRESH MEDIUM AA	$31.53
42337	12	12 CT	ABBOTSFOR	EGG HARD COOKED & PEELED CAGE FREE FRESH	$57.55
42325	120	1.5 OZ	ABBOTSFOR	EGG PATTY SCRAMBLED COOKED ROUND I.Q.F	$42.59
40265	6	2.5 LB	HARVEST	FRIES SWEET POTATO 3/8"	$59.49
40262	5	3 LB	SWEET	FRIES SWEET POTATO 5/16"	$48.92
1196	96	4.5 OZ	AMBROSIA	FRUIT MIX CUP IN PEAR JUICE	$51.44
28649	4	250 CT	JOB SELECT	GLOVE NITRILE LARGE P/F GRAPE	$44.50
28648	4	250 CT	JOB SELECT	GLOVE NITRILE MEDIUM P/F GRAPE	$44.50
28651	4	250 CT	JOB SELECT	GLOVE NITRILE XL P/F GRAPE	$44.50
57250	1	18 LB	PACKER	GRAPE RED SEEDLESS LARGE FRESH	$60.95
28798	10	144 CT	FOODHANDL	HAIR NET LARGE 24" BROWN	$20.09
10180	6	5 LB	HIGHLAND	HONEY LIGHT AMBER GRADE A	$125.63
3290	12	1 QT	LUCY'S	JUICE LEMON	$22.06
6106	16	20 OZ	GOURMET	KETCHUP UPSIDE DOWN BOTTLE PLASTIC	$39.54
16352	210	.38 OZ	BEST	MAYONNAISE LIGHT PACKET	$36.74
16339	4	1 GAL	KEN'S	MAYONNAISE REDUCED CALORIE	$52.00
7795	12	32 OZ	GOSSNER	MILK 1% LOWFAT SHELF STABLE	$21.29
7794	27	8 OZ	GOSSNER	MILK SHELF STABLE 1% UHT	$16.00
15872	6	24 OZ	GREY	MUSTARD DIJON CLASSIC	$13.26
23993	20	150 CT	MOREX	NAPKIN 15X17 2 PLY 1/8 FOLD WHITE	$35.71
18254	6	1 GAL	OLIVARI	OIL OLIVE BLEND 25% EVOO 75% CANOLA	$22.74
7386	12	6.5 OZ	LINDSAY	OLIVE RIPE SLICED	$41.16
60310	4	5 LB	GILLS	ONION YELLOW DICED 1/4" FRESH	$39.76
60310	4	5 LB	GILLS	ONION YELLOW DICED 1/4" FRESH	$9.94
1199	96	4.5 OZ	AMBROSIA	ORANGE MANDARIN SEGMENT IN JUICE CUP	$54.13
58480	1	40 LB	SUNKIST	ORANGE NAVEL 113 CT FANCY FRESH	$36.40
58531	1	40 LB	SUNKIST	ORANGE VALENCIA 138 CT FANCY FRESH	$35.11
13879	2	10 LB	COSTA	PASTA MACARONI SMALL ELBOW W/G	$27.58
39791	1	20 LB	SIMPLOT	PEA & CARROT BULK I.Q.F.	$27.31
39790	12	2.5 LB	SIMPLOT	PEA & CARROT I.Q.F.	$46.29
39850	12	2.5 LB	SIMPLOT	PEA GREEN FANCY I.Q.F.	$45.20
1201	96	4.5 OZ	AMBROSIA	PEACH DICED IN JUICE CUP	$52.78
1291	6	10	SUNSOURCE	PEACH SLICED CHOICE IN JUICE	$68.42

Jordano's SNP Price List
Jan 1, 2025 - June 30, 2025

50480	1	6 CT	PACKER	PEPPER GREEN BELL LARGE FRESH	$6.88
50560	1	6 CT	PACKER	PEPPER RED BELL #1 LARGE FRESH	$9.64
1202	96	4.5 OZ	AMBROSIA	PINEAPPLE TIDBIT IN JUICE CUP	$54.13
1225	96	4.5 OZ	NEMCO	PINEAPPLE TIDBIT IN JUICE CUP	$63.06
53830	1	50 LB	PACKER	POTATO RED B EXTRA FANCY	$37.09
53790	1	50 LB	PACKER	POTATO RED ROSE A EXTRA FANCY	$40.53
13460	1	25 LB	PRODUCERS	RICE BROWN LONG GRAIN	$22.04
40796	192	1.1 OZ	EUROPEAN	ROLL DINNER WHOLE GRAIN 51% FROZEN	$35.73
60007	4	5 LB	BOSKOVICH	SALAD MIX 3 WAY W/BAG FRESH	$35.26
60007	4	5 LB	BOSKOVICH	SALAD MIX 3 WAY W/BAG FRESH	$10.26
32045	40	4 OZ	TRIDENT	SALMON FILLET 4 OZ ALASKAN COOKED I.Q.F.	$97.90
5330	4	1 GAL	OLD	SAUERKRAUT SHREDDED LONG KOSHER FRESH	$45.27
35400	4	3 LB	AIDELLS	SAUSAGE LINK CHICKEN & APPLE 8-1 RAW	$78.52
34671	1	10 LB	VIENNA	SAUSAGE POLISH BEEF 5-1 NATURAL CASING	$87.41
16605	4	5 LB	PRODUCERS	SOUR CREAM REAL GRADE A	$51.75
21195	1	16 OZ	BARON	SPICE PAPRIKA FINEST DOMESTIC	$16.39
54690	1	18 LB	PACKER	SQUASH YELLOW EXTRA FANCY FRESH	$24.83
54540	1	18 LB	PACKER	SQUASH ZUCCHINI	$16.47
54913	1	5 LB	PACKER	TOMATO ROMA #1 CLUBPACK	$13.52
20336	8	3 DOZ	LA TOLTECA	TORTILLA CORN WHITE 6.25" REGULAR	$19.67
20336	8	3 DOZ	LA TOLTECA	TORTILLA CORN WHITE 6.25" REGULAR	$2.52
20356	10	1 DOZ	LA TOLTECA	TORTILLA WRAP WHOLE WHEAT 12" FROZEN	$46.51
20356	10	1 DOZ	LA TOLTECA	TORTILLA WRAP WHOLE WHEAT 12" FROZEN	$4.65
28792	1	240 CT	TORK	TOWEL FOODSERVICE CLOTH 13X21.5"	$50.12
120	24	12 OZ	AMBROSIA	TUNA SKIP JACK CHUNK LIGHT WATER/BROTH	$72.68
150	6	66.5	AMBROSIA	TUNA SKIP JACK CHUNK LIGHT WATER/BROTH	$71.48
37734	2	10 LB	BUTTERBAL	TURKEY GROUND RAW 85/15 FROZEN	$40.67
40045	12	2 LB	SIMPLOT	VEGETABLE BLEND CALIFORNIA I.Q.F.	$39.11
39700	12	2 LB	SIMPLOT	VEGETABLE BLEND ITALIAN ZUC/CAUL/CARROT/	$40.87
40046	6	4 LB	FLAV-R-PAC	VEGETABLE BLEND NORMANDY GRANDE CLASSIC	$53.37
40055	12	2 LB	SIMPLOT	VEGETABLE BLEND ORIENTAL I.Q.F.	$46.43
40058	8	3 LB	SIMPLE	VEGETABLE BLEND SONOMA I.Q.F.	$55.23
39580	1	20 LB	SIMPLOT	VEGETABLE MIX 5 WAY BULK I.Q.F.	$29.35
39550	12	2.5 LB	SIMPLOT	VEGETABLE MIX 5 WAY I.Q.F.	$42.26
15930	4	1 GAL	FOUR	VINEGAR APPLE CIDER 40 GRAIN	$10.74
16020	4	1 GAL	FOUR	VINEGAR RED WINE 5% ACIDITY	$9.84
23728	1	250CT		CONTAINER FOIL OBLONG	$63.07
30084	48	4 OZ	YOPLAIT	YOGURT ASSORTED RASPBERRY/PEACH L/F G/F	$24.23
30087	48	4 OZ	YOPLAIT	YOGURT ASSORTED STRAW/STRAW-BANANA L/F	$24.23

Jordano's SNP Price List
Jan 1, 2025 - June 30, 2025

GA Foods - SunMeadow Brand
Price Agreement

Customer No.:	C002551
Customer Name:	Jordano's Foodservice
Customer Contact Name:	Marsha Gomez
Customer Address	550 S Patterson Ave
City, State, Zip:	Santa Barbara, CA
FOB or Delivered:	Delivered
Start Date:	7/1/2024
End Date:	6/30/2025
Payment Terms:	Net 30
Minimum Volume Requirements:	LTL order quantity pricing 521case order

Meals per Case	Item No.	Entrée	Price per Case **	Price per Meal **
20	FRZ000034	Beef Patty/Piz Sce, Gr Bns, Pineapple/Mand 20/cs	$94.67	$4.73
20	FRZ000044	Meatloaf w/Gvy,Stw Tom, Skin-on Pot 20/cs	$87.52	$4.38
20	FRZ000076	Sesame Chicken/Broc/Carrot/Caul 20/cs (M462)	$92.19	$4.61
20	FRZ000091	Mac & Beef, Spin, California Veg 20/cs	$84.70	$4.24
20	FRZ000097	Batter Dip Fish Nugg, Gar Mash Pot, Carrots 20/cs	$79.89	$3.99
20	FRZ000107	Twisted Mac & Cheese, Carrots 20/cs	$79.62	$3.98
20	FRZ000108	Black Beans & Rice, Corn, Carrots 20/cs (M630)	$67.60	$3.38
20	FRZ000109	Bean Burrito w/Queso, Spinach, Corn 20/cs (M640)	$104.22	$5.21
20	FRZ000119	Omelet, Potatoes, Fruit Granola 20/cs	$91.87	$4.59
20	FRZ000563	Steak Patty w/Picadillo/Swt Pot/Peas 20/cs (M385)	$88.92	$4.45
20	FRZ000564	Thai Ginger Curry Chicken, Gr Beans, Carrots 20/cs	$84.21	$4.21
20	FRZ000565	Cavatappi Bolognese, Italian Vegetables 20/cs	$83.52	$4.18
20	FRZ000654	Pork Chop Patty w/Gravy/Swt Pot/Brsl Sprts 20/cs	$87.54	$4.38
20	FRZ000711	Chicken Marsala Butternut Squash&Green Beans 20/cs	$88.86	$4.44
20	FRZ000712	Hamburger w/Mash Potatoes/Carrots 20/cs	$77.71	$3.89
20	FRZ000725	Veal Chop, Must Sge Sce, Pot, Butternut Sq 20/cs	$98.75	$4.94
20	FRZ000763	Beef Patty Teriyaki, Rice & Mixed Vegetables 20/cs	$81.53	$4.08

Jordano's SNP Price List
Jan 1, 2025 - June 30, 2025

GA Foods - SunMeadow Brand
Price Agreement

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Payment Terms:	Net 30
Minimum Volume Requirements:	LTL order quantity pricing 521case order

Meals per Case	Item No.	Entrée	Price per Case **	Price per Meal **
20	FRZ000766	Chicken w/Gravy/Pots & Brsl Sprouts 20/cs	$97.91	$4.90
20	FRZ000768	Sweet & Sour Pork w/Fried Rice & Corn 20/cs	$87.54	$4.38
20	FRZ000803	Meatless Ground "Beef" & Pasta Casserole 20/cs	$122.25	$6.11
20	FRZ000804	Plant-Based "Chick'n" Nuggets w/Rice&SwtPots 20/cs	$100.39	$5.02
20	FRZ000846	Egg /Pancakes/Straw Compote 20/cs	$105.04	$5.25
20	FRZ000847	Beef Pty w/Grvy,Mixed Veg, Gar Msh Pot 20/cs	$82.36	$4.12
20	FRZ000848	Diced Chicken, Gr Bean, Yel Rice w/ TomChive 20/cs	$83.99	$4.20
20	FRZ000851	Fish Filet Pollock, Cheesy Pots, Broc 20/cs	$83.44	$4.17
20	FRZ000852	Veggie Chili, Pinto Beans/Carrots 20/cs (M616)	$73.06	$3.65
20	FRZ000853	3 Cheese Macaroni, Gr Beans, Carrots 20/cs (M620)	$78.34	$3.92
20	FRZ000855	Rancheros Cheese Omelet, Pots, Cran Pears 20/cs	$112.69	$5.63
20	FRZ000856	Garden Scram Egg/Potato/Cranberry Apples 20/cs	$99.02	$4.95
20	FRZ000857	Egg Patty/Potatoes/Sausage Grvy/Apples 20/cs	$131.27	$6.56
20	FRZ000858	Omelet/Veg/Saus/Pot/Sp Peach 20/cs	$105.04	$5.25
20	FRZ000859	Three Bean Beef Chili w/Squash Medley 20/cs	$85.63	$4.28
20	FRZ000861	Meatballs & Cavatappi Pasta/Broc 20/cs	$76.57	$3.83
20	FRZ000863	BBQ Pork Riblet w/SwtPot/Mixed Veg 20/cs	$82.63	$4.13
20	FRZ000864	Cheese Lasagna w/ Spinach Alfredo & Veg 20/cs	$96.02	$4.80

Jordano's SNP Price List
Jan 1, 2025 - June 30, 2025

GA Foods - SunMeadow Brand
Price Agreement

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Customer Address	550 S Patterson Ave
City, State, Zip:	Santa Barbara, CA
FOB or Delivered:	Delivered
Start Date:	7/1/2024
End Date:	6/30/2025
Payment Terms:	Net 30
Minimum Volume Requirements:	LTL order quantity pricing 521case order

Meals per Case	Item No.	Entrée	Price per Case **	Price per Meal **
20	FRZ000865	Fish Filet/ Seafood Sauce w/Bro Rice & Corn 20/cs	$95.00	$4.75
20	FRZ000876	Western Omelet/Potatoes/Strawb Appsc	$95.59	$4.78
20	FRZ000877	MANICOTTI WITH ALFREDO VEG SAUCE, CORN AND CARROTS	$90.95	$4.55
20	FRZ000878	GRILLED CHIX WITH HNY MUST SAUCE CARROTS N GL MASH	$90.02	$4.50
20	FRZ000879	WG CRNML BRDED POLLOCK STX/MX VEG/CHEESY POTATO	$89.73	$4.49
20	FRZ000880	CHIX WITH ITL SAUCE, GL MASH AND GR BNS	$89.64	$4.48
20	FRZ000881	CHICKEN STEW WITH CARROTS AND STRBY CRISP	$97.22	$4.86
20	FRZ000882	BF PATTY W/ BROWN GRAVY, MX VEG AND BR RICE	$84.54	$4.23
20	FRZ000890	Fajita Chicken Butternut Squash Bl Beans 20/cs	$85.63	$4.28
20	FRZ000891	Sweet & Sour Fish/Br Rice/ Edamame 20/cs	$106.67	$5.33
20	FRZ000892	Korean BBQ Pork Riblet/Brocc/Pine Mandarin 20/cs	$91.37	$4.57
20	FRZ000893	Gen Tso Chix/Ging Rice/Peas & Carrot 20/cs	$94.78	$4.74
20	FRZ000894	Meatballs Orange Sce/Rice/Gr Peas 20/cs	$71.69	$3.58
20	FRZ000895	Chicken Enchiladas/Mex Corn 20/cs	$132.63	$6.63
20	FRZ000896	Pork Patty w/Sofrito Cilantro Tom Swt Pot 20/cs	$82.63	$4.13

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Jordano's SNP Price List
Jan 1, 2025 - June 30, 2025

GA foods

GA Foods - SunMeadow Brand
Price Agreement

SUNMEADOW

Customer No.:	C002551
Customer Name:	Jordano's Foodservice
Customer Contact Name:	Marsha Gomez
Customer Address	550 S Patterson Ave
City, State, Zip:	Santa Barbara, CA
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Start Date:	7/1/2024
End Date:	6/30/2025
Payment Terms:	Net 30
Minimum Volume Requirements:	LTL order quantity pricing 521case order

Meals per Case	Item No.	Entrée	Price per Case **	Price per Meal **
Customer Signature:			**Date:**	
GA Foods Signature:			**Date:**	

Jordano's SNP Price List
Jan 1, 2025 - June 30, 2025

GA Foods - SunMeadow Brand
Price Agreement

Customer No.:	C002551
Customer Name:	Jordano's Foodservice
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Customer Address	550 S Patterson Ave
City, State, Zip:	Santa Barbara, CA
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Start Date:	7/1/2024
End Date:	6/30/2025
Payment Terms:	Net 30
Minimum Volume Requirements:	1,008 case minimum

Meals per Case	Item No.	Entrée	Price per Case **	Price per Meal **
20	FRZ000034	Beef Patty/Piz Sce, Gr Bns, Pineapple/Mand 20/cs	$83.09	$4.1
20	FRZ000044	Meatloaf w/Gvy,Stw Tom, Skin-on Pot 20/cs	$75.94	$3.8
20	FRZ000076	Sesame Chicken/Broc/Carrot/Caul 20/cs (M462)	$80.61	$4.0
20	FRZ000091	Mac & Beef, Spin, California Veg 20/cs	$73.12	$3.6
20	FRZ000097	Batter Dip Fish Nugg, Gar Mash Pot, Carrots 20/cs	$56.00	$2.8
20	FRZ000107	Twisted Mac & Cheese, Carrots 20/cs	$55.78	$2.7
20	FRZ000108	Black Beans & Rice, Corn, Carrots 20/cs (M630)	$68.32	$3.4
20	FRZ000109	Bean Burrito w/Queso, Spinach, Corn 20/cs (M640)	$92.64	$4.6
20	FRZ000119	Omelet, Potatoes, Fruit Granola 20/cs	$80.30	$4.0
20	FRZ000563	Steak Patty w/Picadillo/Swt Pot/Peas 20/cs (M385)	$77.34	$3.8
20	FRZ000564	Thai Ginger Curry Chicken, Gr Beans, Carrots 20/cs	$72.63	$3.6
20	FRZ000565	Cavatappi Bolognese, Italian Vegetables 20/cs	$71.94	$3.6
20	FRZ000654	Pork Chop Patty w/Gravy/Swt Pot/Brsl Sprts 20/cs	$75.96	$3.8
20	FRZ000711	Chicken Marsala Butternut Squash&Green Beans 20/cs	$77.28	$3.8
20	FRZ000712	Hamburger w/Mash Potatoes/Carrots 20/cs	$66.13	$3.3
20	FRZ000725	Veal Chop, Must Sge Sce, Pot, Butternut Sq 20/cs	$87.18	$4.3
20	FRZ000763	Beef Patty Teriyaki, Rice & Mixed Vegetables 20/cs	$69.95	$3.5

Jordano's SNP Price List
Jan 1, 2025 - June 30, 2025

GA Foods - SunMeadow Brand
Price Agreement

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Meals per Case	Item No.	Entrée	Price per Case **	Price per Meal **
20	FRZ000766	Chicken w/Gravy/Pots & Brsl Sprouts 20/cs	$86.33	$4.32
20	FRZ000768	Sweet & Sour Pork w/Fried Rice & Corn 20/cs	$75.96	$3.80
20	FRZ000803	Meatless Ground "Beef" & Pasta Casserole 20/cs	$110.67	$5.53
20	FRZ000804	Plant-Based "Chick'n" Nuggets w/Rice&SwtPots 20/cs	$88.81	$4.44
20	FRZ000846	Egg /Pancakes/Straw Compote 20/cs	$93.46	$4.67
20	FRZ000847	Beef Pty w/Grvy,Mixed Veg, Gar Msh Pot 20/cs	$70.78	$3.54
20	FRZ000848	Diced Chicken, Gr Bean, Yel Rice w/ TomChive 20/cs	$72.41	$3.62
20	FRZ000851	Fish Filet Pollock, Cheesy Pots, Broc 20/cs	$71.87	$3.59
20	FRZ000852	Veggie Chili, Pinto Beans/Carrots 20/cs (M616)	$61.48	$3.07
20	FRZ000853	3 Cheese Macaroni, Gr Beans, Carrots 20/cs (M620)	$66.77	$3.34
20	FRZ000855	Rancheros Cheese Omelet, Pots, Cran Pears 20/cs	$101.11	$5.06
20	FRZ000856	Garden Scram Egg/Potato/Cranberry Apples 20/cs	$87.44	$4.37
20	FRZ000857	Egg Patty/Potatoes/Sausage Grvy/Apples 20/cs	$119.69	$5.98
20	FRZ000858	Omelet/Veg/Saus/Pot/Sp Peach 20/cs	$93.46	$4.67
20	FRZ000859	Three Bean Beef Chili w/Squash Medley 20/cs	$74.05	$3.70
20	FRZ000861	Meatballs & Cavatappi Pasta/Broc 20/cs	$65.00	$3.25
20	FRZ000863	BBQ Pork Riblet w/SwtPot/Mixed Veg 20/cs	$71.05	$3.55
20	FRZ000864	Cheese Lasagna w/ Spinach Alfredo & Veg 20/cs	$84.44	$4.22

Jordano's SNP Price List
Jan 1, 2025 - June 30, 2025

GA Foods - SunMeadow Brand
Price Agreement

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Customer Address	550 S Patterson Ave
City, State, Zip:	Santa Barbara, CA
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Start Date:	7/1/2024
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Payment Terms:	Net 30
Minimum Volume Requirements:	1,008 case minimum

Meals per Case	Item No.	Entrée	Price per Case **	Price per Meal **
20	FRZ000865	Fish Filet/ Seafood Sauce w/Bro Rice & Corn 20/cs	$83.42	$4.17
20	FRZ000876	Western Omelet/Potatoes/Strawb Appsc	$84.02	$4.20
20	FRZ000877	MANICOTTI WITH ALFREDO VEG SAUCE, CORN AND CARROTS	$79.37	$3.97
20	FRZ000878	GRILLED CHIX WITH HNY MUST SAUCE CARROTS N GL MASH	$78.46	$3.92
20	FRZ000879	WG CRNML BRDED POLLOCK STX/MX VEG/CHEESY POTATO	$78.15	$3.91
20	FRZ000880	CHIX WITH ITL SAUCE, GL MASH AND GR BNS	$78.06	$3.90
20	FRZ000881	CHICKEN STEW WITH CARROTS AND STRBY CRISP	$85.64	$4.28
20	FRZ000882	BF PATTY W/ BROWN GRAVY, MX VEG AND BR RICE	$72.96	$3.65
20	FRZ000890	Fajita Chicken Butternut Squash Bl Beans 20/cs	$74.05	$3.70
20	FRZ000891	Sweet & Sour Fish/Br Rice/ Edamame 20/cs	$95.09	$4.75
20	FRZ000892	Korean BBQ Pork Riblet/Brocc/Pine Mandarin 20/cs	$79.80	$3.99
20	FRZ000893	Gen Tso Chix/Ging Rice/Peas & Carrot 20/cs	$83.20	$4.16
20	FRZ000894	Meatballs Orange Sce/Rice/Gr Peas 20/cs	$60.12	$3.01
20	FRZ000895	Chicken Enchiladas/Mex Corn 20/cs	$121.06	$6.05
20	FRZ000896	Pork Patty w/Sofrito Cilantro Tom Swt Pot 20/cs	$71.05	$3.55

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Jan 1, 2025 - June 30, 2025

GA foods

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Payment Terms:	Net 30
Minimum Volume Requirements:	1,008 case minimum

Meals per Case	Item No.	Entrée	Price per Case **	Price per Meal **

Customer Signature:	**Date:**
GA Foods Signature:	**Date:**

Exhibit B
Schedule of Compensation

Jordano's SNP Price List
July 1, 2025 - June 30, 2026

Item	Pack	Size	Brand	Description	Price
55712	1	40 LB	PACKER	APPLE RED 150/163 FRESH	$34.19
564	6	10	SUNSOURCE	APPLESAUCE FANCY UNSWEETENED	$51.90
3250	72	4.5 OZ	TREE TOP	APPLESAUCE NATURAL UNSWEETENED CUP	$24.12
25850	1	500 CT	COMMAND	BAG PLASTIC 19X18X9.5 1.4 MIL WHITE	$77.78
26121	1	500 CT	FOODHANDL	BAG PLASTIC 6X6.5 PINT DOUBLE TRACK ZIP	$24.18
26119	1	250 CT	FOODHANDL	BAG PLASTIC GALLON DOUBLE TRACK ZIP	$39.92
25863	1	1000	COMPANION	BAG PLASTIC T-SHIRT WHITE THANK YOU	$36.81
56080	1	40 LB	DOLE	BANANA PETITE 150 CT FRESH	$29.78
4125	6	10	SUNSOURCE	BEAN BLACK FANCY LOW SODIUM	$33.12
5594	6	10	SUNSOURCE	BEAN GARBANZO FANCY LOW SODIUM	$32.83
4119	6	10	SUNSOURCE	BEAN GREEN CUT 4 SIEVE FANCY L/S	$41.41
5620	6	10	TEASDALE	BEAN KIDNEY DARK RED FANCY	$48.26
34842	53	3 OZ	ADVANCE	BEEF PATTY 5/1 GRILL MARK COOKED I.Q.F.	$102.95
4302	6	10	SUNSOURCE	BEET SHOESTRING FANCY	$50.27
37590	1	10 LB	FLAV-R-PAC	BERRY MIX OREGON I.Q.F.	$48.84
40780	14	26 OZ	FRANZ	BREAD LOAF NINE GRAIN SAN JUAN SLICED	$68.94
40784	12	24oz	FRANZ	BREAD WHEAT WHOLE WHEAT	$43.29
39226	12	2 LB	SIMPLOT	BROCCOLI FLORETS I.Q.F.	$32.88
42474	1	17 LB	GRASSLAND	BUTTER CHIP SALTED 59 CT FOIL WRAPPED	$88.31
42496	30	1 LB	GRASSLAND	BUTTER UNSALTED SOLIDS GRADE AA	$123.26
51200	1	2 CT	PACKER	CABBAGE RED FRESH	$3.56
60115	4	5 LB	GRIMMWAY	CARROT SHREDDED FRESH	$6.56
39345	12	2 LB	VALMONT	CARROT SLICED SMOOTH GRADE A I.Q.F.	$32.50
39311	12	2 LB	WORLD	CARROT SLICED SMOOTH I.Q.F.	$35.59
39400	12	2 LB	SIMPLOT	CAULIFLOWER WHITE I.Q.F.	$38.55
60265	4	5 LB	FIELD FRESH	CELERY DICED 1/4" FRESH	$40.00
60265	4	5 LB	FIELD FRESH	CELERY DICED 1/4" FRESH	$10.00
18963	4	5 LB	CHESWICK	CHEESE CHEDDAR MILD SHREDDED FEATHER	$15.89
19093	6	5 LB	SAPUTO	CHEESE MOZZARELLA W/M SHREDDED	$20.93
36389	2	5 LB	TYSON RED	CHICKEN BREAST 3 OZ GRILLED FILLET CKD	$76.63
36287	2	5 LB	BRAKEBUSH	CHICKEN BREAST DICED 1/2" CKD LOW SODIUM	$55.71
36417	4	10 LB	KOCH FOODS	CHICKEN THIGH MEAT B/S FRESH CVP	$96.42
7089	12	27 OZ	EMBASA	CHILE GREEN DICED	$64.55
32049	1	10 LB	PACKER	COD LOIN 4 OZ PACIFIC I.Q.F.	$62.61
39430	12	2.5 LB	SIMPLOT	CORN CUT I.Q.F.	$40.83
51760	1	CASE	PACKER	CUCUMBER 36/42 CT FRESH	$21.82

Exhibit B
Schedule of Compensation

Jordano's SNP Price List
July 1, 2025 - June 30, 2026

16944	60	1.5 OZ	KEN'S	DRESSING 1000 ISLAND PACKET	$20.94
16661	84	1.5 OZ	HIDDEN	DRESSING BALSAMIC VINAIGRETTE PACKET	$28.99
16945	60	1.5 OZ	KEN'S	DRESSING ITALIAN GOLDEN PACKET G/F	$18.06
16914	4	1 GAL	KEN'S	DRESSING RANCH BUTTERMILK CREAMY G/F	$56.50
16903	60	1.5 OZ	KEN'S	DRESSING RANCH BUTTERMILK PACKET G/F	$22.75
16411	100	1.5 OZ	KEN'S	DRESSING RANCH HOMESTYLE CUP G/F	$34.37
16925	100	1 OZ	KEN'S	DRESSING RANCH LITE PORTION G/F CUP	$22.60
7774	6	32 OZ	SILK	DRINK ALMONDMILK SWEETENED ASEPTIC	$18.31
61060	1	15 DOZ	PACKER	EGG FRESH MEDIUM AA	$31.53
42337	12	12 CT	ABBOTSFOR	EGG HARD COOKED & PEELED CAGE FREE FRESH	$57.55
42325	120	1.5 OZ	ABBOTSFOR	EGG PATTY SCRAMBLED COOKED ROUND I.Q.F	$42.59
40265	6	2.5 LB	HARVEST	FRIES SWEET POTATO 3/8"	$59.49
40262	5	3 LB	SWEET	FRIES SWEET POTATO 5/16"	$48.92
1196	96	4.5 OZ	AMBROSIA	FRUIT MIX CUP IN PEAR JUICE	$51.44
28649	4	250 CT	JOB SELECT	GLOVE NITRILE LARGE P/F GRAPE	$44.50
28648	4	250 CT	JOB SELECT	GLOVE NITRILE MEDIUM P/F GRAPE	$44.50
28651	4	250 CT	JOB SELECT	GLOVE NITRILE XL P/F GRAPE	$44.50
57250	1	18 LB	PACKER	GRAPE RED SEEDLESS LARGE FRESH	$54.13
28798	10	144 CT	FOODHANDL	HAIR NET LARGE 24" BROWN	$20.09
3290	12	1 QT	LUCY'S	JUICE LEMON	$22.06
6106	16	20 OZ	GOURMET	KETCHUP UPSIDE DOWN BOTTLE PLASTIC	$39.54
16352	210	.38 OZ	BEST FOODS	MAYONNAISE LIGHT PACKET	$36.74
16339	4	1 GAL	KEN'S	MAYONNAISE REDUCED CALORIE	$52.00
7795	12	32 OZ	GOSSNER	MILK 1% LOWFAT SHELF STABLE	$21.29
7794	27	8 OZ	GOSSNER	MILK SHELF STABLE 1% UHT	$16.00
15872	6	24 OZ	GREY	MUSTARD DIJON CLASSIC	$13.26
23993	20	150 CT	MOREX	NAPKIN 15X17 2 PLY 1/8 FOLD WHITE	$35.71
18254	6	1 GAL	OLIVARI	OIL OLIVE BLEND 25% EVOO 75% CANOLA	$22.74
7386	12	6.5 OZ	LINDSAY	OLIVE RIPE SLICED	$41.16
60310	4	5 LB	GILLS	ONION YELLOW DICED 1/4" FRESH	$39.76
60310	4	5 LB	GILLS	ONION YELLOW DICED 1/4" FRESH	$9.94
1199	96	4.5 OZ	AMBROSIA	ORANGE MANDARIN SEGMENT IN JUICE CUP	$54.13
58480	1	40 LB	SUNKIST	ORANGE NAVEL 113 CT FANCY FRESH	$36.40
58531	1	40 LB	SUNKIST	ORANGE VALENCIA 138 CT FANCY FRESH	$35.11
13879	2	10 LB	COSTA	PASTA MACARONI SMALL ELBOW W/G	$27.58
39791	1	20 LB	SIMPLOT	PEA & CARROT BULK I.Q.F.	$27.31
39790	12	2.5 LB	SIMPLOT	PEA & CARROT I.Q.F.	$46.29
39850	12	2.5 LB	SIMPLOT	PEA GREEN FANCY I.Q.F.	$45.20
1201	96	4.5 OZ	AMBROSIA	PEACH DICED IN JUICE CUP	$52.78
1291	6	10	SUNSOURCE	PEACH SLICED CHOICE IN JUICE	$68.42
50480	1	6 CT	PACKER	PEPPER GREEN BELL LARGE FRESH	$6.88
50560	1	6 CT	PACKER	PEPPER RED BELL #1 LARGE FRESH	$9.64

Exhibit B
Schedule of Compensation

Jordano's SNP Price List
July 1, 2025 - June 30, 2026

1202	96	4.5 OZ	AMBROSIA	PINEAPPLE TIDBIT IN JUICE CUP	$54.13
53830	1	50 LB	PACKER	POTATO RED B EXTRA FANCY	$37.09
53790	1	50 LB	PACKER	POTATO RED ROSE A EXTRA FANCY	$40.53
13460	1	25 LB	PRODUCERS	RICE BROWN LONG GRAIN	$22.04
40796	192	1.1 OZ	EUROPEAN	ROLL DINNER WHOLE GRAIN 51% FROZEN	$35.73
60007	4	5 LB	BOSKOVICH	SALAD MIX 3 WAY W/BAG FRESH	$35.26
60007	4	5 LB	BOSKOVICH	SALAD MIX 3 WAY W/BAG FRESH	$10.26
32045	40	4 OZ	TRIDENT	SALMON FILLET 4 OZ ALASKAN COOKED I.Q.F.	$97.90
5330	4	1 GAL	OLD	SAUERKRAUT SHREDDED LONG KOSHER FRESH	$45.27
35400	4	3 LB	AIDELLS	SAUSAGE LINK CHICKEN & APPLE 8-1 RAW	$78.52
34671	1	10 LB	VIENNA BEEF	SAUSAGE POLISH BEEF 5-1 NATURAL CASING	$87.41
16605	4	5 LB	PRODUCERS	SOUR CREAM REAL GRADE A	$51.75
21195	1	16 OZ	BARON	SPICE PAPRIKA FINEST DOMESTIC	$16.39
54690	1	18 LB	PACKER	SQUASH YELLOW EXTRA FANCY FRESH	$24.83
54540	1	18 LB	PACKER	SQUASH ZUCCHINI	$16.47
54913	1	5 LB	PACKER	TOMATO ROMA #1 CLUBPACK	$13.52
20336	8	3 DOZ	LA TOLTECA	TORTILLA CORN WHITE 6.25" REGULAR	$19.67
20336	8	3 DOZ	LA TOLTECA	TORTILLA CORN WHITE 6.25" REGULAR	$2.52
20356	10	1 DOZ	LA TOLTECA	TORTILLA WRAP WHOLE WHEAT 12" FROZEN	$46.51
20356	10	1 DOZ	LA TOLTECA	TORTILLA WRAP WHOLE WHEAT 12" FROZEN	$4.65
28792	1	240 CT	TORK	TOWEL FOODSERVICE CLOTH 13X21.5"	$50.12
120	24	12 OZ	AMBROSIA	TUNA SKIP JACK CHUNK LIGHT WATER/BROTH	$72.68
150	6	66.5	AMBROSIA	TUNA SKIP JACK CHUNK LIGHT WATER/BROTH	$71.48
37734	2	10 LB	BUTTERBALL	TURKEY GROUND RAW 85/15 FROZEN	$40.67
40045	12	2 LB	SIMPLOT	VEGETABLE BLEND CALIFORNIA I.Q.F.	$39.11
39700	12	2 LB	SIMPLOT	VEGETABLE BLEND ITALIAN ZUC/CAUL/CARROT/	$40.87
40046	6	4 LB	FLAV-R-PAC	VEGETABLE BLEND NORMANDY GRANDE CLASSIC	$53.37
40055	12	2 LB	SIMPLOT	VEGETABLE BLEND ORIENTAL I.Q.F.	$46.43
40058	8	3 LB	SIMPLE	VEGETABLE BLEND SONOMA I.Q.F.	$55.23
39550	12	2.5 LB	SIMPLOT	VEGETABLE MIX 5 WAY I.Q.F.	$42.26
15930	4	1 GAL	FOUR	VINEGAR APPLE CIDER 40 GRAIN	$10.74
16020	4	1 GAL	FOUR	VINEGAR RED WINE 5% ACIDITY	$9.84
23728	1	250CT		CONTAINER FOIL OBLONG	$63.07
30084	48	4 OZ	YOPLAIT	YOGURT ASSORTED RASPBERRY/PEACH L/F G/F	$24.23
30087	48	4 OZ	YOPLAIT	YOGURT ASSORTED STRAW/STRAW-BANANA L/F	$24.23
95779	20	CT	SUN MEAD	ENTRÉE BOWL MEDITERRANEAN	$92.86
95778	20	CT	SUN MEAD	ENTRÉE CHICKEN AL PASTOR	$101.14
95770	20	CT	SUN MEAD	ENTREE CHICKEN PICADILLO	$85.66
95769	20	CT	SUN MEAD	ENTRÉE CHILI WITH BEAN AND SQUASH	$82.01
95777	20	CT	SUN MEAD	ENTRÉE FISH FILET BROWN RICE AND CORN	$92.39
95785	20	CT	SUN MEAD	ENTRÉE NUGGET WITH POTATO AND CARROT	$75.66

Exhibit B
Schedule of Compensation

Jordano's SNP Price List
July 1, 2025 - June 30, 2026

95737	20 CT	SUN MEAD	ENTRÉE FISH NUGGET WITH BROCCOLI	$98.22
95754	20 CT	SUN MEAD	ENTRÉE PASTA BOLONESE	$79.68
95775	20 CT	SUN MEAD	ENTRÉE PASTA MEATBALL WITH GREEN BN	$71.99
95781	20 CT	SUN MEAD	ENTRÉE SHRIMP SCAMPI	$105.64

*** PRICES ARE SUBJECT TO MARKET CONDITIONS***

EXHIBIT C
TECHNICAL SPECIFICATION

Nutritional Requirements of Meals: Contractor will work with the Ventura County Area Agency on Aging Registered Dietician to ensure that each meal complies with the Dietary Guidelines for Americans (DGA) and provides ⅓ of the Dietary Reference Intakes. The DGA is jointly published by the US Department of Health and Human Services and the US Department of Agriculture. The Dietary Reference Intakes are reference values determined by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

Each meal shall provide the following:
(a) A weekly average caloric range of >550-750 calories per meal; and
(b) Three (3) ounces of cooked, edible protein in the form of meat, fish, poultry, eggs, cheese or the protein equivalent; and
(c) At least one-half (½) cup serving of different cooked vegetables and/or one (1) cup of raw leafy vegetables; and
(d) One-half (½) cup serving of fruit; and
(e) At least one (1) serving of whole grain; and
(f) Eight (8) ounces of fortified fat-free or low-fat milk, yogurt, cheese or soy beverages; and
(g) Target 500-750 milligrams of Sodium; and
(h) Foods containing a minimum of 25 milligrams of Vitamin C; and
(i) Food(s) containing a minimum of 233 micrograms of Vitamin A shall be served at least three (3) times per week.

These meals and any other Senior Nutrition Program meals served by Contractor shall constitute the menu provided to participants of the Senior Nutrition Program. All menus, meals and recipes must be reviewed and approved by the VCAAA RD. Any and all supplemental foods and/or enhancements must be reviewed and approved by the VCAAA RD prior to service.

EXHIBIT D
INSURANCE FORM I
INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

2. Vendor 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-I. 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. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I 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 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

First AMENDMENT TO GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF OXNARD AND JORDANO'S INC._

This First Amendment ("First Amendment") to the goods and services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of September, 2025, by and between the City of Oxnard, a municipal corporation ("City"), and Jordano's Inc. ("Vendor"). This First Amendment amends the Agreement entered into on January 1, 2025, by City and Vendor.

City and Vendor agree as follows:

1. The reference to the Schedule of Compensation Exhibit everywhere it is listed in the Agreement is hereby amended to add also the Jordano's Additional Price List, January 1, 2025 to June 30, 2026 Exhibit B. The Schedule of Compensation Exhibit B is attached hereto and incorporated herein by this reference.

2. 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

Jennifer Hiraoka 9/22/25
☐ Luis A. Mc Arthur, Mayor[1] Date
☒ Jennifer Hiraoka, Purchasing Agent[2] Date

[SERVICE PROVIDER]

Patrick Day, General Manager 9/9/25 Date

ATTEST:

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

APPROVED AS TO FORM:

B Sallee for 9/9/25
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.

Agreement No. 32500565

Exhibit B
Schedule Of Compensation

Jordano's Additional Price List

Jordano's SNP Price List ADDITIONS
January 1, 2025 - June 30, 2026

Pack/Size	Item	Description	Brand	Price
6/10	4062	Bean Green Cut Veri-Green Harvest	Sunsource M	$47.19
12/2lb	39344	Bean Green Regular Cut IQF	Westpac	$28.98
12/2.5lb	39318	Corn Cut IQF	Flav-r-Pac	$42.91
6/11oz	90008	Individual Salads Mix Crispy greens	Fresh Express	$18.73
60/8oz	30169	Milk 1% low-fat 1/2 pint	Dairy Pure	$22.43
96/4.5 oz	1198	Pear diced in juice cup	Ambrosia	$53.65
6/10	1640	Pear Halves 35/40 ct choice	Sunsource M	$60.21
6/7oz	17118	Pico Pica Sauce	Pico Pica	$16.57
6/11oz	90008	Salad Mix Crispy Greens	Fresh Express	$18.38
4/2.5lb	54426	Spinach Cello Washed Fresh	Promark	$22.88
48/4oz	30138	Yogurt Assorted Straw/Banana/Peach	Light&Fit	$25.29
48/4oz	30130	Yogurt Assorted Straw/Rasp/Blueberry	Light&Fit	$25.29
1/20ct	95779	Entrée Bowl Mediterranean	Sun Meadows	$92.86
1/20ct	95778	Entrée Chicken Al Pastor Frozen	Sun Meadows	$110.93
1/20ct	95770	Entrée Chicken Patty Picadillo Vegsun Meadows	Sun Meadows	$85.66
1/20ct	95777	Entrée Fish Filet brown rice corn	Sun Meadows	$92.39
1/24ct	95737	Entrée Fish Nugget w/ broccoli	Sun Meadows	$98.22
1/20ct	95754	Entrée Pasta Bolognese w/Italian Besun Meadow	Sun Meadows	$79.68
1/20ct	95775	Entrée Pasta Meatballs green beans	Sun Meadows	$71.99
1/20ct	95781	Entrée Shrimp Scampi Frozen	Sun Meadows	$105.64
1/250ct	23728	Container Foil 3 comp Oblong Combo	Handi-Foil	$67.85
20/50ct	25147	Container Paper Soup 8oz (Compostable Salad Bc	Karat	$60.18
20/50ct	27136	Cup Paper 8oz Hot White (Compostable Coffee C	Imex	$54.69
100ct	28590	Food Handler Poly Apron	Job Select	$16.09
20/50ct	25150	Lid Plastic Flat vented PP 8 oz	Karat	$33.63
10/100ct	28300	Medium Duty Forks White	Nutri Bon	$9.50
10/100ct	28303	Medium Duty Knife White	Nutri Bon	$9.50
10/100ct	28306	Medium Duty Spoons White	Nutri Bon	$9.50
20/50ct	23992	Napkin 15x17 2 ply 1/8 fold white	Royalty	$34.48
4/125ct	24965	Plate Fiber 10" 3 H/D Compostable	Nature Now	$79.94
1/2.5 gal	22342	Sanitizer 2.5 gal	Intercon	$118.75
100ct	22498	Test Paper Quaternary w/ dispenser	Precision Lab	$9.75

Additional or replacement food items, brands and products may be substituted as agreed upon by City and Vendor and subject to City review and approval.
Prices are subject to Market conditions.

Agreement No. 32500565

SECOND AMENDMENT TO THE GOODS AND SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND JORDANOS

This Second Amendment ("Second Amendment") to the Good & Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2026, by and between the City of Oxnard, a municipal corporation ("City"), and Jordano's ("Contractor"). This Second Amendment amends the Agreement entered into on January 1, 2025, by City and Contractor.

RECITALS

WHEREAS, City entered into an agreement on January 1, 2025 with Jordano's, Inc. for an initial amount of $220,000 for the purchase of meals for the Senior Nutrition Program; and

WHEREAS, the Senior Nutrition Program is required to provide seniors with meals that meet certain nutritional standards and must be purchased through a Ventura County Area Agency on Aging-approved vendor whose menu has been vetted and determined to meet the requirements of the SNP; and

WHEREAS, in order to remain compliant with the nutritional standards the City found the need to extend the agreement term and as a result increase the not to exceed value with the county's designated vendor in order to provide the meals needed for the Senior Nutrition Program for Fiscal Year 2026-27; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree to amend the Original Agreement as set forth in this Amendment.

City and Contractor agree as follows:

1. Under Section 2 titled "Term of agreement" the phrase "From January 1, 2025 to June 30, 2026" is deleted and replaced with "From July 1, 2025 to June 30, 2027"
2. Under Section 3 titled "Agreement Amount Not to Exceed" the phrase "$220,000" is deleted and replaced with "$370,000".
3. The reference to the schedule of compensation Exhibit everywhere it is listed in the agreement is hereby amended to add also the Jordano's Additional Price List for July 1, 2026 to June 30, 2027 Exhibit B. The schedule of Compensation Exhibit B is attached hereto and incorporated herein by this reference.

4. 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 **[SERVICE PROVIDER]**

_____ _____ _____ _____

☐Luis A. Mc Arthur, Mayor[1] Date Patrick Day, General Manager Date

☐Jennifer Hiraoka, Purchasing Agent

_____ _____

, [2] 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 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

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: June 30, 2026

TO: City Council

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Agreements for School Resource Officer (SRO) Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a cost-sharing agreement for Police School Resource Officer (SRO) services between:

1. The City of Oxnard and the Oxnard Union High School District (Agreement No. A-8621), for a three-year period, in the amount of $685,308 per year.

2. The City of Oxnard and the Oxnard School District (Agreement No. A-8627), for a three-year period, in the amount of $261,771 per year.

3. The City of Oxnard and the Hueneme Elementary School District (Agreement No. A-8615), for a three-year period, in the amount of $137,061 per year.

(This item did not originate in Committee.)

BACKGROUND

The School Resource Officer program of the Oxnard Police Department has partnered with the Oxnard Union High School District (OUHSD), the Oxnard School District (OSD), and the Hueneme Elementary School District (HESD) since 2013. School Resource Officers (SROs) assist school administrators in maintaining a safe campus environment conducive to learning. SROs provide a visible presence to deter disturbances and identify trespassers on campus. School officials rely on the training, knowledge, and experience of SROs to handle dangerous situations involving fights, weapons, and the identification of dangerous drugs. SROs also serve the surrounding community by addressing loitering, speeding, and other traffic issues.

Each of the three agreements (one per district) sets forth guidelines governing the relationship between each district and the Oxnard Police Department. The agreements clarify the goals of the SRO program and each district's commitment to reimburse the Police Department for a portion of the program's personnel costs.

School Resource Officer Program Overview by District:

- OUHSD agrees to reimburse the Oxnard Police Department for the combined equivalent of approximately 75% of personnel costs for five (5) SROs, including agreeing to fully reimburse the City for costs associated with staffing special school events. OUHSD has five (5) high schools and approximately 10,000 students. The OUHSD School Board approved the reimbursement agreement on May 6, 2026.
- OSD agrees to reimburse the Oxnard Police Department for the combined equivalent of approximately 75% of personnel costs for two (2) SROs. OSD has twenty-one (21) schools and approximately 12,500 students. The OSD School Board approved the reimbursement agreement on May 20, 2026.

- HESD agrees to reimburse the Oxnard Police Department for the combined equivalent of approximately 75% of personnel costs for one (1) SRO. HESD consists of eleven (11) schools and approximately 6,500 students. The HESD School Board approved the reimbursement agreement on May 14, 2026.

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

City costs and revenues associated with School Resource Officer services for the three districts are included in the FY 2026-27 General Fund Police Department operating budget. Revenue of $685,308 from OUHSD, $261,771 from OSD, and $137,061 from HESD, reflecting the first year's cost share, are also included in the FY 26-27 Budget.

If the agreements are approved, staff will include revenue for years two (2) and three (3) of each agreement in future General Fund budgets as part of the annual budget process.

For Finance Use Only: General Fund (Police 1012111-47700)

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by City Council.

Prepared by: Miguel Serrato, Police Commander

ATTACHMENTS

1. Agreement for Police School Resource Officer Services - Oxnard Union High School District
2. Agreement for Police School Resource Officer Services - Hueneme Elementary School District
3. Agreement for Police School Resource Officer Services - Oxnard School District

Agreement No. A-8621

AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST- SHARING

This Agreement for Police School resource officer Services (**"Agreement"**) by and between the City of Oxnard, a municipal corporation (**"City"**), and the Oxnard Union High School District (**"OUHSD** or **"District"**) is made and entered into as of July 1, 2026. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on HSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (**"OPD"**) shall provide the services of five (5) School Resource Officers ("SROs") to OUHSD school campuses. The SRO will work with OUHSD district staff and staff at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to each school's specific needs. It will also provide flexibility for the SRO's law enforcement responsibilities and for their involvement in intracurricular and extracurricular activities.

2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein and the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A**, attached hereto, and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that the District shall be obligated to fund Seventy-Five percent (75%) of the cost to operate and administer the SRO program for FY 2026-2027 through 2028-2029, and that City shall fund the balance. City shall submit to District an invoice for Six-Hundred Eighty-Five Thousand Three Hundred and Eight Dollars ($685,308) no less than thirty (30) days prior to the end of each fiscal year: June 30, 2027, for FY 2026-2027, June 30, 2028, for FY 2027-2028, and June 30, 2029, for FY 2028-2029.

   City shall send invoices to: Assistant Superintendent of Business Services, Oxnard Union High School District, 1800 Solar Drive, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. The Oxnard Police Department (**"OPD"**) could provide additional officers at extra cost upon request by the **District** for police services at select **special events** of the District, including, but not limited to football games, basketball games, dances at District campuses, homecoming games, events involving school rivalries, after school gang concerns, commencement ceremonies or other school or community events on or off District campuses with increased risk potential. The Parties acknowledge and agree that OPD may, in its discretion, deploy more than two (2) police officers to District campuses for events on or off campus with increased risk. The parties also acknowledge and agree that OPD may assign one (1) supervisor when there are multiple games/events on the same night, or when a single game requires more than three (3) officers.

   Hourly compensation for these after-hours **special event**s (overtime rates) are as follows:

   - Police Officer hourly rate: $97.70
   - Corporal hourly rate: $122.97
   - Sergeant hourly rate: $134.93

   City shall send invoices to: Assistant Superintendent of Business Services, Oxnard Union High School District, 1800 Solar Drive, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

5. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City, in its sole discretion, shall determine. City agrees that performing such services will not materially interfere with services performed under this Agreement.

6. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse, including any sexual misconduct by any District/School employee, shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. If the SRO or SRO Sergeant is unavailable, the on-duty Oxnard Police Department Watch

Commander will be contacted. The police personnel receiving the report from the school district employee will notify the Family Protection Unit (FPU) Sergeant directly. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.

7. Term. The term of this Agreement shall be from July 1, 2026, to June 30, 2029, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed-upon contract amendments.

8. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective termination date.

9. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

10. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents, and representatives against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party and damage to property, including the property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

11. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Chief of Police

District:

Oxnard Union High School District
1800 Solar Drive
Oxnard, California 93030
Attention: Dr. Tom McCoy, Superintendent

Such notice shall be deemed made when personally delivered or mailed, forty-eight (48) hours after deposit in the U.S. Mail, first-class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate on the date the actual notice occurred, regardless of the service method.

12. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings that arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

13. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

14. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party. Any term referencing time, days, or performance period shall be deemed calendar days, not workdays, unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors, and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors, and subcontractors of District unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only and do not define, limit, augment, or describe this Agreement's scope, content, or intent.

15. Assignment. The Parties may not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.

16. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

17. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

18. No Third-Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for City and District's sole and exclusive benefit. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

19. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. Cooperation; Further Acts. The Parties shall fully cooperate and take any other acts or sign any additional documents that may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

21. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
22. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

23. Entire Agreement. This Agreement contains the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, or agreements.

CITY OF OXNARD

Luis A. McArthur, Mayor

ATTEST:

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

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

OXNARD UNION HIGH SCHOOL DISTRICT

Superintendent/or Designee

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL DISTRICT TO ALIGN SUPPORT AND SERVICES FOR STUDENTS, FAMILIES, AND STAFF.

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss school safety issues.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.
6. The SRO will participate as a member of the OUHSD Interdisciplinary Wellness Team.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses, not for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless sufficient evidence and circumstances warrant police action or intervention, SROs should not get involved in school discipline issues. School officials should generally handle these rather than through formal law enforcement intervention (e.g., issuance of a criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
    a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
    b. The SRO shall not ask school officials to search a student's person, possessions, or locker to circumvent these protections.
    c. At a minimum, all searches will be documented by a field interview report (FIR) detailing the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the

student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in questioning a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
    a. Child and adolescent development and psychology.
    b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques.
    c. Children with disabilities or other special needs.
    d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and the Olweus Bullying Program.

TECHNOLOGY SERVICES AND SUPPORT

1. For the Oxnard PD's SROs to serve the students of the OUHSD, all SROs will be given a user-specific login and access to the OUHSD network to:
    a. Login
    b. Run productivity software, including Microsoft Office
    c. Print to District/School printers
    d. Access the Internet thru the District's Internet Filter
    e. Access WebMail from a third-party provider

1. SROs will not be provided:
    a. Access to install programs on workstations or servers
    b. Access to District email accounts or the District's email address book
    c. Access to the District's Student Information System
    d. Access to other District files

Agreement No. A-8615

AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST- SHARING

This Agreement for Police School resource officer Services (**"Agreement"**) by and between the City of Oxnard, a municipal corporation (**"City"**), and the Hueneme Elementary School District **("HESD or "District")** is made and entered into as of July 1, 2026. The City and the District are sometimes referred to individually as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on HESD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (**"OPD"**) shall provide the services of one (1) School Resource Officers ("SRO") to HESD school campuses. The SRO will work with HESD district staff and at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO to be tailored to each school's specific needs. It will also provide flexibility for the SRO's law enforcement responsibilities and involvement with intracurricular and extracurricular activities.

2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein and the duration of the Services. OPD shall perform Services consistent with the SRO guidelines detailed in **Exhibit A**, attached hereto, and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that the District shall be obligated to fund seventy-five (75%) of the cost to operate and administer the SRO program for FY 2026-2027 through ~~2029-2030~~ 2028-2029 and that City shall fund the balance. City shall submit to District an invoice for One-Hundred Thirty Seven Thousand, Sixty-One Dollars ($137,061) no less than thirty (30) days prior to the end of June 30 of each of those years. AG CW

   City shall send invoices to: Dr. Christine Walker, Superintendent of the Hueneme Elementary School District, 205 N. Ventura Road, Port Hueneme, California 93041-3065. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City, in its sole discretion, shall determine. City agrees that performing such services will not materially interfere with services performed under this Agreement.

5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse, including any sexual misconduct by any District/School employee, shall be reported immediately, or as soon as practicably possible, to the designated School Resource Officer (SRO) or the Youth Services Sergeant. If the SRO or Youth Services Sergeant is unavailable, the SRO Commander or the on-duty Oxnard Police Department Watch Commander shall be contacted.

   After-Hours Reporting:
   If the report is made after normal business hours or when designated personnel are otherwise unavailable, the reporting party shall immediately contact the on-duty Oxnard Police Department Watch Commander to ensure timely response and notification. The police personnel receiving the report from the District/School employee will make a direct notification to the Family Protection Unit (FPU) Sergeant.
   This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a faxed or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 – Suspected Child Abuse Report), or from complying with any other mandatory reporting requirements.

6. Term. The term of this Agreement shall be from July 1, ~~2023~~ 2026, to June 30, ~~2026~~ 2029, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments. AG CW

7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination and specifying the effective date thereof, at least thirty (30)

business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective termination date.

8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents, and representatives against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party and damage to property, including the property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Chief of Police

District:

Hueneme Elementary School District
205 N. Ventura Road
Port Hueneme, California 93041-3065
Attention: Dr. Christine Walker, Superintendent

Such notice shall be deemed made when personally delivered or mailed, forty-eight (48) hours after deposit in the U.S. Mail, first-class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate on the date the actual notice occurred, regardless of the service method.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to

have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party. Any term referencing time, days, or performance period shall be deemed calendar days, not workdays, unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors, and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors, and subcontractors of District unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only and do not define, limit, augment, or describe this Agreement's scope, content, or intent.

14. Assignment. The Parties may not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior written consent of the other Party.

15. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

17. No Third-Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for City and District's sole and exclusive benefit. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. Cooperation; Further Acts. The Parties shall fully cooperate and take any other acts or sign any additional documents that may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, or agreements.

CITY OF OXNARD

Luis A. McArthur, Mayor

ATTEST:

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

APPROVED AS TO FORM

for
Stephen M. Fischer, City Attorney

HUENEME ELEMENTARY SCHOOL DISTRICT

Christine Walker
Dr. Christine Walker, Superintendent

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL DISTRICT TO ALIGN SUPPORT AND SERVICES FOR STUDENTS, FAMILIES, AND STAFF.

The School Resource Officer (SRO) Program
School Resource Officers (SROs) are assigned to schools on a long-term basis to build positive relationships and provide supportive services to the school community. In addition to responding to incidents on and around campus, SROs work collaboratively with school administrators and staff to help foster a safe, welcoming, and learning-focused environment.

SROs maintain a visible and approachable presence on campus to promote safety, strengthen trust, and proactively address concerns. School officials may consult with SROs for guidance and expertise on safety issues, including weapons violations or the identification of controlled substances. Through their training, knowledge, and experience, SROs serve as a resource to support prevention efforts, problem-solving, and student well-being.

SROs enforce criminal violations when necessary and appropriate. ***SROs use arrest/citations as a last resort.*** The majority of behavioral/disciplinary matters are handled by school officials at the school level. SROs may be consulted and provide input on discipline matters, but the schools decide on the discipline.

By providing ongoing positive contact between officers and students, the SRO program seeks to bridge the gap between police officers and Oxnard youth. The collaboration between schools and the police brings together resources for students not available when the two entities work separately.

Additional SRO responsibilities:

- Handling calls for service on and near school campuses.
- Handling criminal investigations that occur on or off campus. Oftentimes, students report crimes after hours to SROs (e.g., gun violations, school threats, thefts, vandalism, drug and alcohol offenses, etc.) SROs routinely handle all aspects of the investigation, including interviews, evidence collection, follow-up, arrest of suspect(s), report preparation, court testimony, and victim counseling.
- School Resource Officers participate in and support school threat assessment processes, including the evaluation and response to potential threats of violence such as school shootings, working collaboratively with administrators, counselors, and mental health professionals to ensure early intervention and campus safety.

- Documenting crime and incident reports.
- Participating/assisting with student and parent counseling and available to speak with parents.
- Assisting with coordinating and facilitating safety lockdown drills.
- Ensuring that all students, staff, and campuses are safe.
- Serving as a liaison between schools and the Police Department.
- Deterring students from joining gangs or making choices that lead to problems with drugs and/or alcohol.
- Ensuring that the educational process is not disrupted by external factors. Examples of this are when crimes such as assaults, robberies, or gang activity occur in neighborhoods surrounding schools, SROs work with other police units and school administrators to remedy these issues to limit student exposure.
- Working with school officials to ensure that their school safety plans are in place and that they suit the needs of the particular school. This includes lockdown drills, evacuation procedures, and natural disaster planning.
- Participating in the School Attendance and Review Board (SARB) process. This includes participating in hearings and, as needed, working with families to find solutions to truancy issues.
- Providing presentations to parents, students, and teachers on a variety of topics, including: bullying, cyberbullying, active shooter lockdown drills, and drugs/alcohol. Of note, SROs lead the Every 15 Minutes program, the Youth Academy, and The Parent Project throughout the school year, as needed.
- The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
- School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
- The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss school safety issues.
- The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses and not for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless sufficient evidence and circumstances warrant police action or intervention, SROs should not get involved in school discipline issues. School officials should generally handle these rather than through formal law enforcement intervention (e.g., issuance of a criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.

2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.
3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in questioning a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
    a. Child and adolescent development and psychology;
    b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
    c. Children with disabilities or other special needs; and
    d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. For the Oxnard PD's SROs to serve the students of the HESD, all SROs will be given a user-specific login and access to the HESD network to:

a. Login
b. Run productivity software, including Microsoft Office
c. Print to District/School printers
d. Access the Internet thru the District's Internet Filter
e. Access WebMail from a third-party provider

1. SROs will not be provided:
   a. Access to install programs on workstations or servers
   b. Access to District email accounts or the District's email address book
   c. Access to the District's Student Information System
   d. Access to other District files

Oxnard PD Agreement No. A-8627
OSD Agreement #26-21

AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST- SHARING

This Agreement for Police School Resource Officer Services (**"Agreement"**) by and between the City of Oxnard, a municipal corporation (**"City"**), and the Oxnard School District **(“OSD or “District”**) is made and entered into as of July 1, 2026. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (**"OPD"**) shall provide the services of two (2) School Resource Officers ("SRO’s") to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at each elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO to be tailored to each school's specific needs of each school and it will also provide flexibility for the SRO's law enforcement responsibilities and involvement with intracurricular and extracurricular activities.

2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein and the duration of the Services. OPD shall perform Services consistent with the SRO guidelines detailed in **Exhibit A**, attached hereto, and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that the District shall be obligated to fund seventy-five (75%) of the cost to operate and administer the SRO program for FY 2026-2027 through 2028-2029 and that City shall be obligated to fund the balance. City shall submit to District an annual invoice in the amount of Two Hundred Sixty-One Thousand Seven-Hundred and Seventy-One Dollars ($261,771)(total cost for two officers) no less than thirty (30) days prior to June 30 of each of those years.

   City shall send invoices to: Director, Pupil Services, Oxnard School District 1051 South "A" Street, Oxnard, CA, 93030. District shall, within (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City, in its sole discretion, shall determine. City agrees that performing such services will not materially interfere with services performed under this Agreement.

5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse, including any sexual misconduct by any District/School employee, shall be reported immediately, or as soon as practicably possible, to the designated School Resource Officer (SRO) or the Youth Services Sergeant. If the SRO or Youth Services Sergeant is unavailable, the SRO Commander or the on-duty Oxnard Police Department Watch Commander shall be contacted.
   After-Hours Reporting:
   If the report is made after normal business hours or when designated personnel are otherwise unavailable, the reporting party shall immediately contact the on-duty Oxnard Police Department Watch Commander to ensure timely response and notification. The police personnel receiving the report from the District/School employee will make a direct notification to the Family Protection Unit (FPU) Sergeant.
   This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a faxed or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 – Suspected Child Abuse Report), or from complying with any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2026, to June 30, 2029, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.

7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective termination date.

8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents, and representatives against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party and damage to property, including the property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South “C” Street
Oxnard, California 93030
Attention: Jason Benites, Chief of Police

District:

Oxnard School District
1051 South “A” Street
Oxnard, California 93030
Attention: Director, Pupil Services

Such notice shall be deemed made when personally delivered or mailed, forty-eight (48) hours after deposit in the U.S. Mail, first-class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate on the date the actual notice occurred, regardless of the service method.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal

jurisdiction and venue of a federal or state court located within or for the County of Ventura, California, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party. Any term referencing time, days, or performance period shall be deemed calendar days, not workdays, unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors, and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors, and subcontractors of District unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only and do not define, limit, augment, or describe this Agreement's scope, content, or intent.

14. Assignment. The Parties may not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior written consent of the other Party.

15. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

17. No Third-Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for City and District's sole and exclusive benefit. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.

18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. Cooperation; Further Acts. The Parties shall fully cooperate and take any other acts or sign any additional documents that may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, or agreements.

CITY OF OXNARD

_____
Luis A. McArthur, City Mayor

ATTEST:

_____
Lourdes A. Lopez, City Clerk
(only if Mayor signs)

APPROVED AS TO FORM

_____
Stephen M. Fischer, City Attorney

OXNARD SCHOOL DISTRICT

_____
Superintendent or Designee

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL DISTRICT TO ALIGN SUPPORT AND SERVICES FOR STUDENTS, FAMILIES, AND STAFF.

The School Resource Officer (SRO) Program
School Resource Officers (SROs) are assigned to schools on a long-term basis to build positive relationships and provide supportive services to the school community. In addition to responding to incidents on and around campus, SROs work collaboratively with school administrators and staff to help foster a safe, welcoming, and learning-focused environment.
SROs maintain a visible and approachable presence on campus to promote safety, strengthen trust, and proactively address concerns. School officials may consult with SROs for guidance and expertise in situations involving safety issues, including weapons violations or the identification of controlled substances. Through their training, knowledge, and experience, SROs serve as a resource to support prevention efforts, problem-solving, and student well-being.
SROs enforce criminal violations when necessary and appropriate. ***SROs use arrest/citations as a last resort or when necessary.*** The majority of behavioral/disciplinary matters are handled by school officials at the school level. SROs may be consulted and provide input on discipline matters, but the schools decide on the discipline.

By providing ongoing positive contact between officers and students, the SRO program seeks to bridge the gap between police officers and Oxnard youth. The collaboration between schools and the police brings together resources for students not available when the two entities work separately.

What else are SROs responsible for?

- Handling calls for service on and near school campuses.
- Handling criminal investigations that occur on or off campus. Oftentimes, students report crimes after hours to SROs (e.g., gun violations, school threats, thefts, vandalism, drug and alcohol offenses, etc.) SROs routinely handle all aspects of the investigation, including interviews, evidence collection, follow-up, arrest of suspect(s), report preparation, court testimony, and victim counseling.
- School Resource Officers participate in and support school threat assessment processes, including the evaluation and response to potential threats of violence such as school shootings, working collaboratively with administrators, counselors, and mental health professionals to ensure early intervention and campus safety.
- Documenting crime and incident reports.
- Participating/assisting with student and parent counseling and available to speak with parents.
- Assisting with coordinating and facilitating safety lockdown drills.
- Ensuring that all students, staff, and campuses are safe.

- Serving as a liaison between schools and the Police Department.
- Deterring students from joining gangs, or making choices that lead to problems with drugs and/or alcohol.
- Ensuring that the educational process is not affected by outside disturbances. Examples of this are when crimes such as assaults, robberies, or gang activity occur in neighborhoods surrounding schools, SROs work with other police units and school administrators to remedy these issues to limit student exposure.
- Working with school officials to ensure that their school safety plans are in place and that they suit the needs of the particular school. This includes lockdown drills, evacuation procedures, and natural disaster planning.
- Participating in the School Attendance and Review Board (SARB) process. This includes: participating in hearings, working with families to find solutions to the truancy issues.
- Providing presentations to parents, students, and teachers on a variety of topics, including: bullying, cyberbullying, active shooter lockdown drills, and drugs/alcohol. Of note, SROs lead the Every 15 Minutes program, Youth Academy, and The Parent Project throughout the school year.
- The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
- School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
- The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss school safety issues.
- The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
- The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.
- The SRO will participate as a member of the OSD Interdisciplinary Wellness Team.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses and not for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless sufficient evidence and circumstances warrant police action or intervention, SROs should not get involved in school discipline issues. School officials should generally handle these rather than through formal law enforcement intervention (e.g., issuance of a criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where

there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.

2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.
3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in questioning a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
    a. Child and adolescent development and psychology;
    b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
    c. Children with disabilities or other special needs; and
    d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. For the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
    a. Login
    b. Run productivity software, including Microsoft Office
    c. Print to District/School printers

d. Access the Internet thru the District's Internet Filter
e. Access WebMail from a third-party provider

1. SROs will not be provided:
    a. Access to install programs on workstations or servers
    b. Access to District email accounts or the District's email address book
    c. Access to the District's Student Information System
    d. Access to other District files

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: June 30, 2026

TO: City Council

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

SUBJECT: Project Name: Fire Station No. 3, reconstruction of an existing fire station located at 150 Hill Street.

RECOMMENDATION

That the City Council:

1. Conduct a public hearing;
2. Adopt a Resolution certifying Final Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03 for the Fire Station No. 3 Project (Governor's Office of Land Use and Climate Innovation State Clearinghouse No. 2025101167);
3. Adopt a Resolution approving Planning and Zoning Permit No. 24-620-03 for a General Plan Amendment subject to certain findings;
4. Approve the first reading by title only and waive further reading of the proposed Ordinance titled:
   AN ORDINANCE OF THE CITY COUNCIL APPROVING PLANNING AND ZONING PERMIT NO. 24-570-02 (ZONE CHANGE) TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130);
5. Approve the first reading by title only and waive further reading of the proposed Ordinance titled:
   AN ORDINANCE OF THE CITY COUNCIL APPROVING PLANNING AND ZONING PERMIT NO. 24-580-03 (ZONE TEXT AMENDMENT) TO APPROVE AMENDMENTS TO THE OXNARD CITY CODE (OCC) CHAPTER 16 §SEC. 16-264. LOT COVERAGE TO MODIFY LOT COVERAGE ALLOWED IN THE COMMUNITY RESERVE (C-R) ZONE TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130).

   (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/_ExvYuQ44VE

BACKGROUND

The Project site is located at 150 Hill Street, and involves the replacement of Fire Station No. 3, a 4,452-square-foot facility originally constructed in 1954, with a two-story 12,324 square foot (gross) fire station on an existing 0.66-acre parcel (the Project). As the oldest station in the City, the current site is no longer sufficient to meet the operational requirements of the Oxnard Fire Department (OFD).

The increased building size is needed to continue providing essential services to the City and plan for future needs. According to a Facility Assessment, the long-term priority for the existing fire station is to have, at minimum, three apparatus bays.

The Project also included a request for a Zone Change from Multiple Family Residential (R2) to Community Reserve (CR), a general plan amendment to change the land use designation from Residential Low Medium (RLM) to Public Semi Public (PSP), a Zone Text Amendment to allow for increased lot coverage subject to a Special Use Permit (SUP).

On April 2, 2026, the Planning Commission approved the SUP and recommended City Council approve the associated Mitigated Negative Declaration (MND), GPA, ZC, and ZTA with a 7-0 vote to allow for the Project. With the Planning Commission's approval of the SUP, the only remaining items needing action before the City Council are the GPA, ZC, and ZTA and CEQA determination.

DISCUSSION

The proposed project requires City Council action on four remaining requests, which include, the General Plan Amendment, Zone Change, Zone Text Amendment, and Mitigated Negative Declaration. While the City Council will consider the recommendations of the Planning Commission, the Council may take action which is not consistent with the recommendations of the Planning Commission.

General Plan Amendment

The general plan amendment proposes to change the Land Use Designation from Residential Low Medium (RLM) to Public/Semi-Public (PSP) for the fire station site. The City's 2030 General Plan land use designation for Public Semi Public (PSP) allows private, quasi-public and public buildings and facilities owned by the City, County, State, Federal agencies, or other organizations that serve the general public, such as fire stations. The proposed general plan amendment will establish consistency for the existing and proposed fire station project site, as the PSP designation is the appropriate designation for a fire station under the current general plan. This will also allow for consistency with the proposed zone change. The proposed General Plan Amendment Resolution is included in Attachment 7, which includes exhibits showing the parcel subject to the land use change.

Zone Change

The zone change proposes to change the zoning from Multiple Family Residential (R-2) to Community Reserve (C-R) for the fire station site. The C-R zone permits a variety of public/semi-public and open space uses including police or fire stations, public utility structures and public schools, among others. The proposed C-R zone is consistent with the proposed 2030 General Plan Public/Semi-Public land use. The zone change to the C-R zone will allow for the redevelopment of the site consistent with standards appropriate for a fire station. Thus, the proposed zone change will establish consistency for the fire station project site, as well as the proposed general plan land use. The proposed Zone Change Resolution is included in Attachment 6, which includes exhibits showing the parcel subject to the zone change.

Zone Text Amendment

The zone text amendment, Oxnard City Code (OCC) Section 16-264, would permit additional Lot Coverage in the Community Reserve (C-R) zone, subject to approval of a special use permit. The proposed amendment adds the text, "Additional lot coverage may be permitted on approval of a special use permit as provided in OCC Sections 16-530 to 16-553." The lot coverage permitted in the C-R zone is 25%. The proposed Project has a lot coverage of 33.6%. Provided Council approves the ZTA, the proposed lot coverage would be permitted with Planning Commissions approval of the SUP. The proposed Zone Text Amendment Resolution is included in Attachment 8. .

Environmental Review

In accordance with Section 15060 of the California Environmental Quality Act (CEQA) guidelines, the City of Oxnard, as the Lead Agency, prepared an Initial Study/Mitigated Negative Declaration (IS/MND) in accordance with the requirements of CEQA (Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The IS/MND identified and discussed potential impacts, mitigation measures, monitoring requirements, and residual impacts for identified subject areas. The IS/MND, State Clearinghouse (SCH) No. 2025101167, was available for public review from October 27, 2025, to November 26, 2025. The City of Oxnard received comment letters on the IS/MND from agencies, organizations, and interested parties. The written comments and responses to each of those comments received during the public review period of the Administrative Draft of the IS/MND are included in the Final IS/MND.

Staff has determined that there is no substantial evidence that the Project will have a significant effect on the environment

and recommends that the City Council certifies that: (1) The final IS/MND has been completed in compliance with CEQA; (2) The final IS/MND was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final IS/MND prior to approving the project; and (3) The final IS/MND reflects the lead agency‘s independent judgment and analysis.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact associated with this agenda item. A future agenda item (or items) will be brought before the City Council for the approval of an appropriate funding mechanism for the Project construction costs.

COMMITTEE OUTCOME

This is a Public Hearing and was reviewed by the Planning Commission, therefore this item did not originate in Committee. During the Commission’s public hearing on April 2, 2026, Commissioners asked a series of questions generally in regard to land use compatibility, mitigation measures, and project benefits.

Following the deliberation, the Commission approved the SUP No. 24-500-07 (Resolution No. 2026-06), and recommended City Council approve the associated MND (No. 25-03); GPA (Resolution No. 2026-08), ZC (Resolution No. 24-570-02), and ZTA (Resolution No. 2026-09) with a 7-0 vote to allow for the Project, and (Attachment 4). The Planning Commission meeting can be viewed online at the following link: https://youtu.be/7-jg2qXfIbk.

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

ATTACHMENTS

1. April 2, 2026, PC Staff Report-(without Attachments)
2. Project Plans
3. Final IS_MND (MND No. 25-03) Oxnard Fire Station No. 3 Project
4. Signed Planning Commission Resolutions (2026-05 (ISMND), 2026-06 (SUP), 2026-07 (Zone Change), 2026-08 (GPA), 2026-09 (ZTA))
5. Draft Resolution Approving Final IS_MND No. 25-03
6. Draft Ordinance Approving PZ 24-570-02 (Zone Change)
7. Draft Resolution Approving PZ 24-620-03 (General Plan Amendment)
8. Draft Ordinance Approving PZ 24-580-03 (Zone Text Amendment)
9. City Council Staff Presentation

PLANNING COMMISSION
STAFF REPORT

TO: Planning Commission

FROM: Leila Carver, Contract Planner

DATE: April 2, 2026

SUBJECT: **Project Name: Fire Station No. 3;** Planning and Zoning Permit No. 24-500-07 (Special Use Permit), 24-570-02 (Zone Change), 24-620-03 (General Plan Amendment), 24-580-03 (Zone Text Amendment), and Final Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03; Located at 150 Hill Street (APN: 203-0-120-130).

1) **Recommendation:** That the Planning Commission **("Commission")**
   - **a)** Adopt a Resolution No. 2026-XX recommending that the City Council adopt Final Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03 for the Fire Station No. 3 Project (Governor's Office of Land Use and Climate Innovation State Clearinghouse No. 2025101167); and
   - **b)** Adopt a Resolution 2026-XX approving Planning and Zoning Permit No. 24-500-07 (Special Use Permit); and
   - **c)** Adopt a Resolution 2026-XX recommending the City Council approve Planning and Zoning Permit No. 24-570-02 (Zone Change), subject to certain findings and conditions; and
   - **d)** Adopt a Resolution 2026-XX recommending the City Council approve Planning and Zoning Permit No. 24-620-03 (General Plan Amendment), subject to certain findings and conditions; and
   - **e)** Adopt Resolution 2026-XX recommending the City Council approve Planning and Zoning Permit No. 24-580-03 (Zone Text Amendment), subject to certain findings and conditions.

2) **Project Description and Applicant:** The applicant is requesting a Special Use Permit, Zone Change, General Plan Amendment, and Zone Text Amendment to demolish an existing one-story fire station (Oxnard Fire Station No. 3) and construct a new two-story 11,750 square foot fire station on an existing 0.66-acre parcel. For purposes of this staff report, the foregoing project description shall be referred to as the "**Project**".

   The proposed project requires approval of a Zone Change from Multiple Family Residential (R2) to Community Reserve (CR), a General Plan Amendment to change the land use designation from Residential Low Medium (RLM) to Public Semi Public (PSP), a Zone Text Amendment to allow for increased lot coverage subject to a Special Use Permit (SUP), and a SUP consisting of the following items: allow a fire station in the CR zone, reduced front

yard setbacks, reduced side yard setbacks, increased lot coverage, and increased building height, use of tandem parking, exterior building signage, and locating a trash enclosure near the property line.

The request includes adoption of the proposed Final Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03 (State Clearinghouse No. 2025101167) and approval of the Mitigation Monitoring and Reporting Program (MMRP) which has been prepared pursuant to the California Environmental Quality Act (CEQA) Public Resources Code (California Public Resources Code Section 21000 et seq.) and CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.).

The project application was filed by the City of Oxnard Public Works Department (the "**Applicant**") on behalf of the City of Oxnard, 214 S. C Street, Oxnard, CA 93030, ("property owner").

Please see the Project plans (Attachment B) for more details.

3) **Existing & Surrounding Land Uses:** The Project site is currently improved with a one-story Oxnard Fire Station (Fire Station No. 3). Church uses are located to the East and South of the site. Residential uses are located to the North and West of the site. The following table, Table 1, Existing Zoning and Land Uses, summarizes the land uses and zoning designation of the Project site and adjacent properties, which are also illustrated below in Exhibit A.

Table 1: Existing Zoning and Land Uses

LOCATION	GENERAL PLAN	ZONING	EXISTING LAND USE
Project Site	Residential Low Medium (RLM)	Multiple Family Residential (R-2)	Fire Station
North	Residential Low Medium (RLM) & Commercial General (CG)	Multiple Family Residential (R-2) & General Commercial (C-2)	Residential
South	Residential Low Medium (RLM)	Multiple Family Residential (R-2)	Church
East	Residential Low Medium (RLM)	Multiple Family Residential (R-2)	Church
West	Residential Low Medium (RLM)	Multiple Family Residential (R-2)	Residential



Exhibit A

4) **Background Information:** The existing Fire Station No. 3 was built in 1954 and is the oldest fire station in the City. The existing station includes a 3,251 square foot fire station, 480-square-foot garage (2-apparatus bay), and over 350 square feet of shed space for a total of 4,452 square feet. The fire station is currently occupied by 22 sworn fire personnel and primarily serves the central portion of the City.

   To continue providing essential services to the City and plan for future needs, the OFD needs a new fire station. According to a Facility Assessment, the long-term priority for the existing fire station is to provide the entire structure with a new facility that has, at minimum, three apparatus bays. The new facility would need to be designed with a minimum of 8,000 square feet to accommodate the current and future needs of the OFD.

   The proposed development is within the Multiple Family Residential Zone (R-2) and the Residential Low Medium land use designation (RLM). The project proposes a zone change to change the zone from R-2 to Community Reserve (CR) and a general plan amendment to change the land use from RLM to PSP. Pursuant to Section 16-257 of the Oxnard Municipal Code, the CR zone allows Fire stations with the approval of a special use permit. The

approval of Fire Station No. 3 is contingent on the approval of PZ 24-580-03 (ZTA), which will allow for an increase in lot coverage with approval of a SUP. A Condition of approval in Attachment E has been added to clarify this approval is subject to approval of PZ 24-580-03.

5) **Environmental Determination:** Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, prepared an Initial Study/Mitigated Negative Declaration (IS/MND) in accordance with the requirements of CEQA (Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The IS/MND identified and discussed potential impacts, mitigation measures, monitoring requirements, and residual impacts for identified subject areas. The IS/MND, State Clearinghouse (SCH) No. 2025101167, was available for public review from October 27, 2025, to November 26, 2025. The City of Oxnard received comment letters on the IS/MND from agencies, organizations, and interested parties. The written comments and responses to each of those comments received during the public review period of the Administrative Draft of the IS/MND are included in the Final IS/MND.

   The IS/MND did not identify any potentially significant and unavoidable impacts (impacts that cannot be reduced to a less than significant level). The IS/MND identifies Less than significant impacts with mitigation incorporated (impacts that can be reduced to a less than significant level with mitigation measures) and less than significant impacts (impacts that do not require mitigation measures because the proposed project will not have a significant impact). The IS/MND concludes that after implementation of standard conditions and mitigation measures, all less than significant impacts associated with the proposed project would be reduced to less than significant levels. The IS/MND includes a Mitigation Monitoring and Reporting Program (MMRP) that details the process to implement the required mitigation measures. The MMRP contains Mitigation Measures related to Biological Resources (nesting birds), Cultural Resources (unanticipated discovery of human remains or ceremonial objects), Geology and Soils (Paleontological resources),and Tribal Cultural Resources.

   Therefore, staff has determined that there is no substantial evidence that the Project will have a significant effect on the environment and recommends that the Planning Commission recommend the City Council certifies that: (1) The final IS/MND has been completed in compliance with CEQA; (2) The final IS/MND was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final IS/MND prior to approving the project; and (3) The final IS/MND reflects the lead agency's independent judgment and analysis.

6) **Analysis:**

a) ***General Discussion:*** The applicant requests a permit to demolish an existing one-story fire station and construct the new two-story fire station 3 building and ancillary site structures.

The existing fire station is relatively small with two apparatus bays and dorm rooms with fewer beds than can accommodate three fire personnel. Given the relatively small lot size of the existing parcel (0.66 acres) and the need for additional apparatus bays and sleeping accommodations, the OFD needs to replace the facility in its entirety. This new fire station would support the daily operation of the OFD in its existing Station No. 2 location to continue to serve the nearby neighborhoods, upgrading the facility to a larger, more modern space to better suit the OFD's current and future needs.

The Project involves the demolition and abatement of the existing 4,452 square foot single-story Fire Station No. 3 building and all associated/ancillary buildings and structures on the parcel. The existing building would be demolished to accommodate the construction of a new 12,324 square foot (gross), two-story Oxnard Fire Station No. 3 building and ancillary site structures.

Pursuant to Oxnard City Code (OCC), a Special Use Permit (SUP) is required for the proposed Fire Station use within the proposed CR zone. Additionally, Pursuant to OCC Sections 16-261 to 16-264, a SUP is required for a reduced front yard setback, reduced front yard and side yard setbacks, increased lot coverage, increased building heights over 25 feet, use of tandem parking, exterior building signage, and locating a trash enclosure near the property line. Pursuant to OCC Section 16-536, the Planning Commission is the decision maker for the SUP. If approved by the Planning Commission, the SUP would become effective pending the approval of the associated Zone Change, General Plan Amendment, and Zone Text Amendment by the City Council, as described below.

Pursuant to OCC Section 16-575, a Zone Change is required to change the existing R-2 zoning to CR. Pursuant to OCC Sections 16-581 and 16-587, the Planning Commission shall make a recommendation to the City Council on the Zone Change application, which shall be advisory only. Pursuant to OCC Section 16-588, the City Council is the decision maker for the requested Zone Change.

Pursuant to California Government Code Section 65358, a General Plan Amendment is required to change the land use designation from Residential Low Medium (RLM) to Public Semi Public (PSP) for the application to be consistent with the objective, policies, general land uses and programs of the city general plan. The Planning Commission shall make a recommendation to the City Council on the General Plan Amendment, which

shall be advisory only. Pursuant to OCC Section 16-264, the City Council is the decision maker for the requested Zone Change.

A Zone Text Amendment to OCC Section 16-264 is required to allow for increased lot coverage subject to a SUP. Pursuant to OCC Sections 16-581 and 16-587, the Planning Commission shall make a recommendation to the City Council on the Zone Text Amendment application, which shall be advisory only. Pursuant to OCC Section 16-588, the City Council is the decision maker for the requested ZTA.

b) ***General Plan Consistency:*** The City's 2030 General Plan land use designation for Public Semi Public (PSP), allows private, quasi-public and public buildings and facilities owned by the City, County, State, Federal agencies, or other organizations that serve the general public. The proposed Project will allow for these types of land uses to be established, as described in Table 2: General Plan Consistency. Approval of these SUPs and General Plan Amendment have been determined to be consistent with the 2030 General Plan and the property's land use designation.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project, as described in Table 2, General Plan Consistency. The three consistency classification levels are:

I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).

II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).

III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

Table 2: General Plan Consistency

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD 1.6	I	Public Facilities: Enhance resident quality of life by providing adequate space for schools, libraries, parks and recreation areas, as well as space for the expansion of public facilities to support the community's vision.	The project proposes a municipal facility (fire station) to protect public health and safety, and will enhance resident quality of life.
CD 12.2		Municipal Design Guidelines: Design municipal structures in accordance with design guidelines, ensure compatibility with adjacent development, and set a standard for design excellence and sustainability.	The proposed project meets high-quality architectural standards, is compatible with surrounding developments, and will be consistent with this policy.
ICS 20.1		Fire Response Time: Achieve and maintain a response time of five (5) minutes 90 percent of the time as a goal for service call response and siting new fire stations.	The proposed project will expand the availability of fire services, will result in a reduction to the average service call response time, and will be consistent with this policy.
ICS 20.2		Provision of Fire Station Facilities and Equipment: Achieve and maintain fire station facilities, equipment (engines and apparatus), and staffing necessary to maintain the City's service standards (ISO rating, response time).	The proposed project will expand fire station facilities and equipment and will implement this policy.
SC 3.8		Require Use Of Passive Energy Conservation Design: As part of the City and Community EAP's, require the use of passive energy conservation by building material massing, orientation, landscape shading, materials, and other techniques as part of the design of local buildings, where feasible.	The proposed building design incorporates passive lighting and cooling through building orientation, window placement, materials and shading, and will be consistent with this policy.

CD 8.2	II	Services: Continue to ensure that public services and facilities are in place at the time of need or prior to the time new development occurs in order to avoid overloading existing urban service systems.	The proposed project, when completed, precedes future development of the area. The current project will implement these policies.

c) ***Conformance with Development Standards:*** The proposed development is located in the R-2 zone district. The applicant proposes to change the zoning to Community Reserve. In accordance with Section 16-260 to Section 16-264 of the Oxnard Municipal Code, compliance is met for all relevant development standards, as described in Table 3: Zoning Consistency, below.

Table 3: Zoning Consistency

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
Building Envelope			
Lot Coverage	Max: 25%	33.6%	Yes, Subject to City Council approval of PZ 24-580-03 (ZTA)
Building Height	25 FT	36	Yes with SUP
Front Setback	25% of lot depth not to exceed 50 FT	34 FT 10 Inch	Yes with SUP
Side Setback	10% of parcel width not to exceed 50 FT	5 FT	Yes with SUP
Rear Setback	25% of lot depth not to exceed 50 FT	97 FT 4 Inch	Yes
Other Requirements			
Off-Street Parking	N/A	19 spaces	Yes, pursuant to OCC Section 16-622(B)

d) ***Site Design, Circulation and Parking:*** The Project will be accessed from a public street to the north of the property (Hill Street) and an alley to the south of the property.

In accordance with Oxnard City Code (OCC) Section 16-622, there is no parking requirement for fire station use. The project provides 19 stalls, consisting of 18 standard stalls and one (1) ADA accessible stall.

Much of the Project Site would be paved to provide parking and circulation and would include a fueling station for the fire apparatus, earthquake storage building, hose drying tower, and emergency generator located north of the fire station building. A trash enclosure would be provided near the southwest corner of the Project Site. Landscape would be provided near the frontage of the site, adjacent to Hill Street. The fire station would have a maximum height of 36 feet; and would be designed to include a hose drying tower with a maximum height of 31 feet.

The new construction would also include removal and replacement of both wet and dry site utilities to support the new facility, removal and replacement of site paving and the addition of landscaping, new perimeter fencing and/or masonry site walls, and aforementioned ancillary site structures including an earthquake storage building, trash/recycling enclosure, above-ground refueling tank, and standby generator. Public parking will not be provided as the building is not intended to be a traditional business, while private parking will be provided to support staff shift change.

In accordance with Oxnard City Code (OCC) Section 16-622, there is no parking requirement for fire station use. The project is providing 19 stalls, consisting of 18 standard stalls and one (1) ADA stall, to support staff needs for Fire Station 2. Additionally, three (3) bicycle racks are being proposed.

e) ***Building Design:***

The proposed fire station will have a modern aesthetic and will comprise primarily of metal features, a facade with contemporary stucco dual glazed windows, and composite, stucco, and concrete wall panels. The exterior will also include aluminum-framed storefront, ceramic tile, perforated metal panel vertical sunshade overhead rapid coiling door, aluminum fixed window, and metal composite material horizontal sunshade, and articulated massing to break monotony.

The new construction would include a fire station split between two-story living quarters, an office area, and a single-story apparatus bay and service area to support the City of Oxnard Fire Department's growth.

The fire station would provide living quarters to accommodate up to 11 fire personnel per shift, which would include separate bunk rooms, restrooms, a kitchen, laundry facilities, dining room, day room room), an outdoor staff patio, and a fitness room. In addition, office space would be included to provide workspaces for fire personnel.

The fire station would include a single-story apparatus bay designed to accommodate two fire engines and one ladder truck. Adjacent to the large apparatus area are support spaces like turnouts where the firefighters would store firefighting equipment, a decontamination room where they would clean their gear and themselves, a shop space for equipment cleaning and repair of equipment and tools, an EMS storage room for required medical supplies, a restroom, and miscellaneous utility rooms that would support the fire station.

The exterior building colors would include a variety of color tones, with a gradient color ceramic tile along the frontage of the building. Two overhead rapid coiling doors for fire apparatus would also be provided along the building facade to promote quicker response times.

f) ***Landscaping:*** The Project will provide 1,976 square feet of landscaping primarily along the project street frontages that will feature low water use, native and regionally adapted plants including grasses, succulents, and trees. Pedestrian pavers will also be used in the outdoor staff area.

g) Operations:

Fire Station Staffing

Fire Station No. 3 would provide a full range of emergency and non-emergency services and would continue to employ 22 fire personnel daily (two shifts daily, 11 personnel per shift). The fire station is proposed to be staffed and operated 24 hours per day, 7 days a week. This station would serve the existing Fire Station No. 3 service area and is estimated to respond to approximately 12 calls per day.

Fire Station Operations

Fire Station No. 3 would provide both fire and emergency medical services, specifically to serve as a hub for firefighters and ancillary personnel to ensure rapid emergency response and community safety. Typical operations would include firefighters on standby 24 hours a day to respond to fires, medical emergencies, and rescues. The station would house fire trucks, related equipment, and medical supplies as well as living quarters. Regarding the use of sirens at or nearby the fire station location, the typical practice for emergency siren use is to use sirens to break traffic at intersections or warn drivers of the emergency vehicle approach.

h) Temporary Fire Station: During the construction of the proposed Fire Station No. 3, a temporary facility would be established on the City-owned lot on the corner of East Channel Islands Boulevard and Saviers Road to ensure uninterrupted emergency response services. This interim station would utilize modular buildings to house fire personnel and a temporary structure would be erected to accommodate fire apparatus. The temporary fire station facility would include establishing utility connections (water, sewer, power, and data) as well as pavement improvements to ensure a clear, drivable path of travel for

fire apparatus to safely enter and exit the site. The temporary accommodations would provide firefighters with operational spaces, including living quarters, equipment storage, and administrative areas to the extent feasible to maintain adequate levels of service.

The temporary fire station facility would be operational in approximately four months. Once the new Fire Station No. 3 is complete, operations would transition to the permanent facility. The temporary station would then be decommissioned, and the modular buildings removed, restoring the lot to its original condition.

i) ***Zone Change:*** The applicant proposes a zone change to Community Reserve (C-R) for the fire station site. OCC Section 16-257 for the C-R zone currently permits a variety of public/semi-public and open space uses including public utility structures and public schools, among others. The 2030 General Plan (Community Development Element) permits Public/Semi-Public land uses in a variety of zones including the C-R zone. The 2030 General Plan (Section 3.5) states special purpose facilities can be located within the site's land use designation and specifies at Table 3.2 that C-R is the appropriate zone designation. Thus, the proposed zone change will establish consistency for the fire station project site and adjacent parcels. Attachment A includes exhibits showing the parcels subject to the zone change. The proposed Zone Change Resolution is included in Attachment F, and requires City Council approval (Planning Commission's action is a recommendation only).

j) ***General Plan Amendment:*** The applicant proposes a General Plan Amendment to PSP land use designation for the fire station site. The 2030 General Plan (Community Development Element) Public/Semi-Public land use designation includes Private, quasi-public, and public buildings and facilities owned by the City, County, State, Federal agencies, or other organizations that serve the general public such as fire stations. Thus, the proposed General Plan Amendment will establish consistency for the fire station project site and adjacent parcels. Attachment A includes exhibits showing the parcels subject to the zone change. The proposed General Plan Amendment Resolution is included in Attachment G, and requires City Council approval (Planning Commission's action is a recommendation only).

k) ***Zone Text Amendment:*** The applicant proposes to amend Section 16-264 to permit additional Lot Coverage in the Community Reserve (C-R) zone, subject to approval of a Special Use Permit. The proposed amendment adds the text, "Additional lot coverage may be permitted on approval of a special use permit as provided in sections 16-530 to 16-553." The proposed site plan shows a lot coverage of 33.6% (which exceeds the maximum lot coverage of 25% of the total lot area in the C-R zone) and would be permitted with approval of the Special Use Permit. The proposed Zone Text Amendment Resolution is included in Attachment H, and requires City Council approval (Planning Commission's action is a recommendation only).

7) **Development Advisory Committee:** The Project was last reviewed by the Development Advisory Committee (DAC) on May 7, 2025. Conditions of approval from DAC are included in the attached resolution.

8) **Community Input:** Prior to filing the applications for this project, the Fire Department convened four community meetings for the proposed Fire Station 2. The initial meetings were held on December 11, 2023 for the Cal-Gisler neighborhood, March 21, 2024 for the District 4 area, and April 17, 2024 for the Kamala neighborhood. An open house for Fire Station 3 was hosted on March 28, 2024. In all meetings, Fire Department executive staff and their consultants presented the design and responded to questions (e.g., site selection, improvements, funding, project timeline, etc.).

9) **Appeal Procedure:** In accordance with OCC Section 16-545 of the City Code, the Planning Commission's action on Planning and Zoning Permit Nos. 24-500-07 (SUP), may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the Planning Division's Office and must be submitted with the appropriate fees before the end of the appeal period. If an appeal to the City Council is not filed within 18 days of the Planning Commission's decision, the decision of the Planning Commission shall be considered final. The Planning Commission's action on the General Plan Amendment, Zone Change, and Zone Text Amendment is advisory to the City Council. The Planning Commission's recommendation will be forwarded to the City Council for consideration.

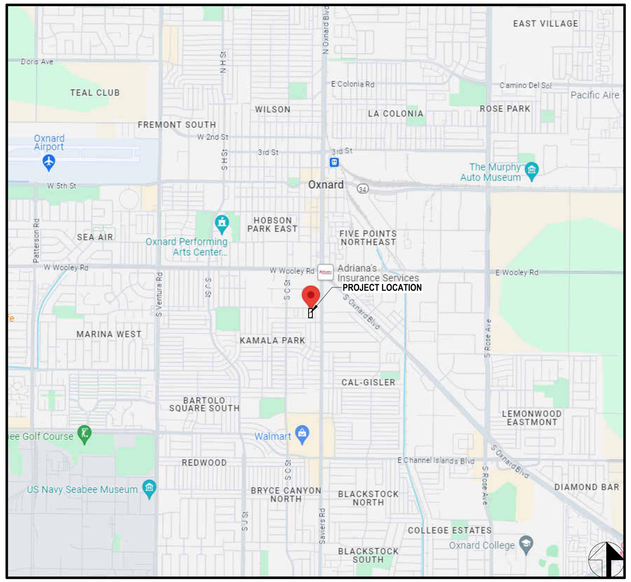
Attachments:

A. Maps (Aerial, General Plan, Zoning)
B. Project Plans
C. Final IS/MND
D. Draft Resolution No. 2026-XX (Final IS/MND No. 25-03)
E. Draft Resolution No. 2026-XX - PZ 23-500-07 (Special Use Permit)
F. Draft Resolution No. 2026-XX - PZ 24-570-02 (Zone Change)
G. Draft Resolution No. 2026-XX – PZ 24-620-03 (General Plan Amendment)
H. Draft Resolution No. 2026-XX - PZ 24-580-03 (Zone Text Amendment)
I. Presentation

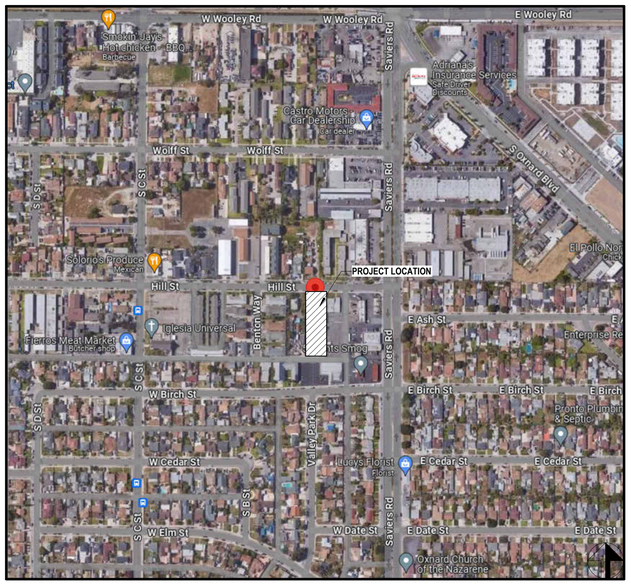
OXNARD FIRE STATION 3

150 HILL ST
OXNARD, CA 93033

LOCATION MAP



VICINITY MAP





PROJECT DATA

PERMIT APPLICANT:	COAR DESIGN GROUP ON BEHALF OF THE CITY OF OXNARD
PROJECT ADDRESS:	150 HILL ST OXNARD, CA 93033
ASSESSOR'S PARCEL NO.	203-0-120-130
ZONING:	CURRENT: MULTI-FAMILY RESIDENTIAL (R-2) PROPOSED: COMMUNITY RESERVE (C-R)
GOVERNING AGENCY:	CITY OF OXNARD 300 W 3RD ST OXNARD, CA 93030
GOVERNING CODES:	2022 CALIFORNIA BUILDING CODE 2022 CALIFORNIA FIRE CODE 2022 CALIFORNIA ENERGY CODE 2022 CALIFORNIA GREEN BUILDING STANDARDS 2022 CALIFORNIA ELECTRICAL CODE 2022 CALIFORNIA MECHANICAL CODE 2022 CALIFORNIA PLUMBING CODE
OCCUPANCY GROUPS:	B, R-2, S-2
CONSTRUCTION TYPE:	VB, SPRINKLERED
SITE AREA:	28,575 SF (0.66 ACRES)
BUILDING AREA:	12,324 SF (GROSS, FIRE STATION) 8,973 SF (FOOTPRINT, FIRE STATION)
BUILDING HEIGHT:	ALLOWABLE: 25'-0" ACTUAL: 36'-0"
NUMBER OF STORIES:	2

PARKING:	REQUIRED:	PROVIDED:
PUBLIC - STANDARD	N/A	0
PUBLIC - ACCESSIBLE	N/A	0
PUBLIC - VAN ACCESSIBLE	N/A	0
PUBLIC - TOTAL	N/A	0
PRIVATE - STANDARD	N/A	18
PRIVATE - ACCESSIBLE	N/A	0
PRIVATE - VAN ACCESSIBLE	N/A	1
PRIVATE - TOTAL	N/A	19
OVERALL TOTAL		19

SCOPE OF WORK

SCOPE OF WORK:

DEMO EXISTING 1-STORY OXNARD FIRE STATION 3 INCLUDING ABATEMENT OF (E) SITE AND FIRE STATION BUILDING, AND REMOVAL/REPLACEMENT OF SITE UTILITIES TO ACCOMODATE NEW CONSTRUCTION.

CONSTRUCT A NEW 2-STORY OXNARD FIRE STATION 3 ON (E) PARCEL, INCLUDING BUT NOT LIMITED TO REPLACEMENT OF (E) FIRE STATION, APPARATUS BAY WITH ASSOCIATED SUPPORT AREAS, ADMIN/TRAINING AREA AND LIVING ACCOMODATIONS. ADDITIONAL NEW CONSTRUCTION TO SUPPORT FIRE STATION FACILITY SHALL INCLUDE BUT NOT BE LIMITED TO PAVING, LANDSCAPE, ON-SITE PARKING, PERIMETER SITE FENCING AND/OR MASONRY WALLS, AND CONSTRUCTION OF ANCILLARY SITE STRUCTURE INCLUDING EARTHQUAKE STORAGE, SAND STORAGE, TRASH ENCLOSURE, HOSE DRYING TOWER, CARPORT CANOPY, STANDBY GENERATOR AND BELLY TANK, AND UL 2085 RATED 1000GAL ABOVE GROUND DIESEL VEHICLE REFUELING TANK.

PROJECT TEAM

ARCHITECTURE
COAR Design Group
9640 Granite Ridge Dr, Suite 130
San Diego, CA 92123
(619) 698-9177 / (619) 698-9178 (FAX)
Contact: Jeff Katz, AIA
jeff@coargroup.com

CIVIL
Delane Engineering
4909 Murphy Canyon Rd, Suite 330
San Diego, CA 92123
(619) 535-0922
Contact: John Prince, P.E.
jprince@delanegroup.com

MECHANICAL
McParlane & Associates
4830 Viewridge Ave, Suite A
San Diego, CA 92123
(858) 277-9721 / (858) 277-9760 (FAX)
Contact: Doug Isaaks, P.E.
disaaks@mcparlane.com

OWNER
City of Oxnard
300 West 3rd St
Oxnard, CA 93030
(805) 271-2280
Contact: Reza Bagherzadeh, P.E.
reza.bagherzadeh@oxnard.org

LANDSCAPE
KTUA
3916 Normal St.
San Diego, CA 92103
(619) 294-4477
Contact: Cheri Blatner-Pifer
cheri@ktua.com

PLUMBING
McParlane & Associates
4830 Viewridge Ave, Suite A
San Diego, CA 92123
(858) 277-9721 / (858) 277-9760 (FAX)
Contact: Doug Isaaks, P.E.
disaaks@mcparlane.com

OWNER
Oxnard Fire Department
360 W Second St
Oxnard, CA 93030
(805) 385-7700
Contact: Alexander Hamilton, Fire Chief
alexander.hamilton@oxnard.org

STRUCTURAL
ZFA Structural Engineers
1212 4th St, Suite Z
Santa Rosa, CA 95404
(707) 526-0992
Contact: Luke Wilson
lukew@zfa.com

ELECTRICAL
ELEN Consulting, Inc.
9150 Chesapeake Dr, Suite 220
San Diego, CA 92123
(619) 550-1085
Contact: Anton Nathanson, P.E.
anathanson@elenconsulting.com

GEOTECHNICAL ENGINEER
Gecon West, Inc.
2807 McGraw Ave
Irvine, CA 92614
(949) 491-6570
Contact: Jelisa Adams
jelisa@geoconinc.com

coar DESIGN GROUP
9640 GRANITE RIDGE DR, SUITE 130
SAN DIEGO, CA 92123
619.698.9177 | www.coargroup.com

PROJECT:

CITY OF OXNARD

OXNARD FIRE STATION 3

150 HILL ST
OXNARD, CA 93033

CITY OF OXNARD CALIFORNIA

DESCRIPTION:	DATE:
50% SCHEMATIC DESIGN	03/08/24
90% SCHEMATIC DESIGN	06/03/24
DAC SUBMITTAL	08/21/24
DAC RESUBMITTAL	04/09/25
DAC RESUBMITTAL	07/07/25

NOT FOR CONSTRUCTION

PROJECT NUMBER:

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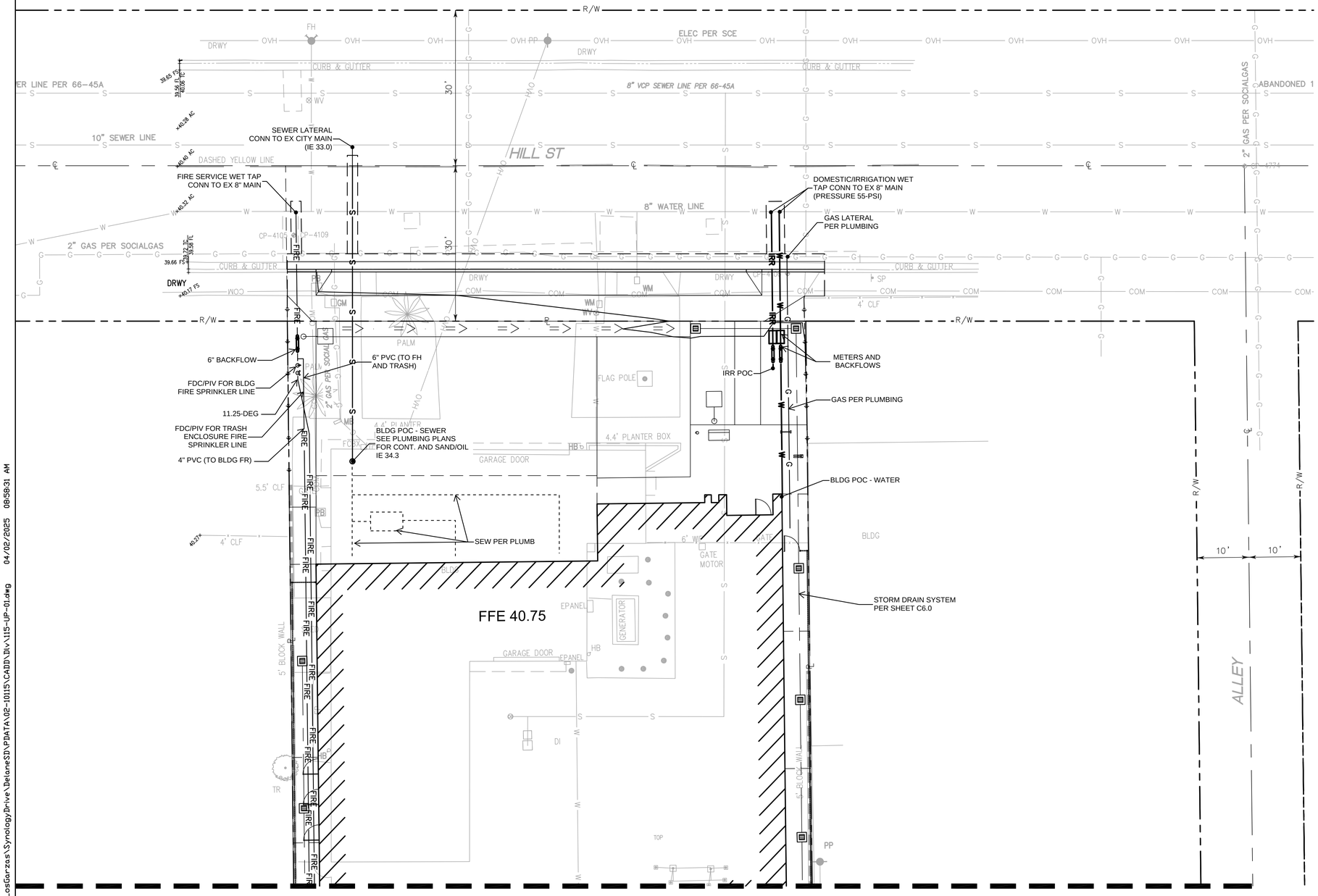
TITLE SHEET

SHEET NUMBER:

T-1

PRELIMINARY UTILITY DATA (TRENCH BACKFILL PER OXNARD STD PLATE 602):

STORM DRAIN - 6-8" PVC (0.5% MIN SLOPE)
SANITARY SEWER - 6" PVC (1% MIN SLOPE), CONN TO MAIN PER OXNARD STD PLATE 405
FIRE SERVICE - 6" PVC (3.5' MIN COVER) PER OXNARD STD PLATE 311, THRUST BLOCKS PER PLATE 320
DOMESTIC WATER - 1.5" COPPER SERVICE (18" MIN COVER) PER OXNARD STD PLATE 304, BACKFLOW PER PLATE 309



NOTE:
NORTH ARROW AND PLAN VIEW IS SLIGHTLY ASKEW FROM STRAIGHT UP

10 5 0 10 20 30
SCALE: 1"=10'

NOT FOR CONSTRUCTION

coar DESIGN GROUP
9640 GRANITE RIDGE DR, SUITE 130
SAN DIEGO, CA 92123
619.698.9177 | www.coargroup.com

DELANE ENGINEERING
4909 MURPHY CANYON ROAD, SUITE 330
SAN DIEGO, CA 92123
PHONE: 619.787.5566
WWW.DELANEENGINEERING.COM

PROJECT:

CITY OF OXNARD

OXNARD FIRE STATION 3

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NOT FOR CONSTRUCTION

PROJECT NUMBER:

02-10115

SHEET TITLE:

UTILITY PLAN

SHEET NUMBER:

C1.0

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MATCH LINE SHEET C5.0

FFE 40.75

4" PVC

BLDG POC - FIRE

6" PVC

BLDG POC - SEWER
IE 35.3

FS PACKAGE (2 PIPES)

BLDG POC - SEWER

6" PVC

2.5" PVC

FIRE HYDRANT

STORM DRAIN SYSTEM
PER SHEET C6.1

4" PVC @1%

ELEC PER
ELEC PLANS

2.5" PVC

UNDERGROUND
RETENTION SYSTEM
PER SHEET C6.1

TRASH ENCLOSURE
FIRE SPRINKLER POC

WATER FOR TRAP
PRIMER PER PLUMBING

SEE ARCH PLANS FOR
TRASH ENCLOSURE

SEWER DRAIN FOR
TRASH AREA, TRAP
PRIMER, VENTING PER
PLUMBING PLANS
IE 37.0

STORM DRAIN SYSTEM
PER SHEET C6.1

ELEC PER SCE

ALLEY

10'

10'

R/W

R/W

10'

10'

ALLEY

NOTE:
NORTH
ARROW
AND PLAN
VIEW IS
SLIGHTLY
ASKEW
FROM
STRAIGHT
UP

10 5 0 10 20 30

SCALE: 1"=10'

NOT FOR CONSTRUCTION

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9640 GRANITE RIDGE DR. SUITE 130
SAN DIEGO, CA 92123
619.698.9177 | www.coargroup.com

DELANE ENGINEERING

4909 MURPHY CANYON ROAD, SUITE 330
SAN DIEGO, CA 92123
PHONE: 619.787.5566
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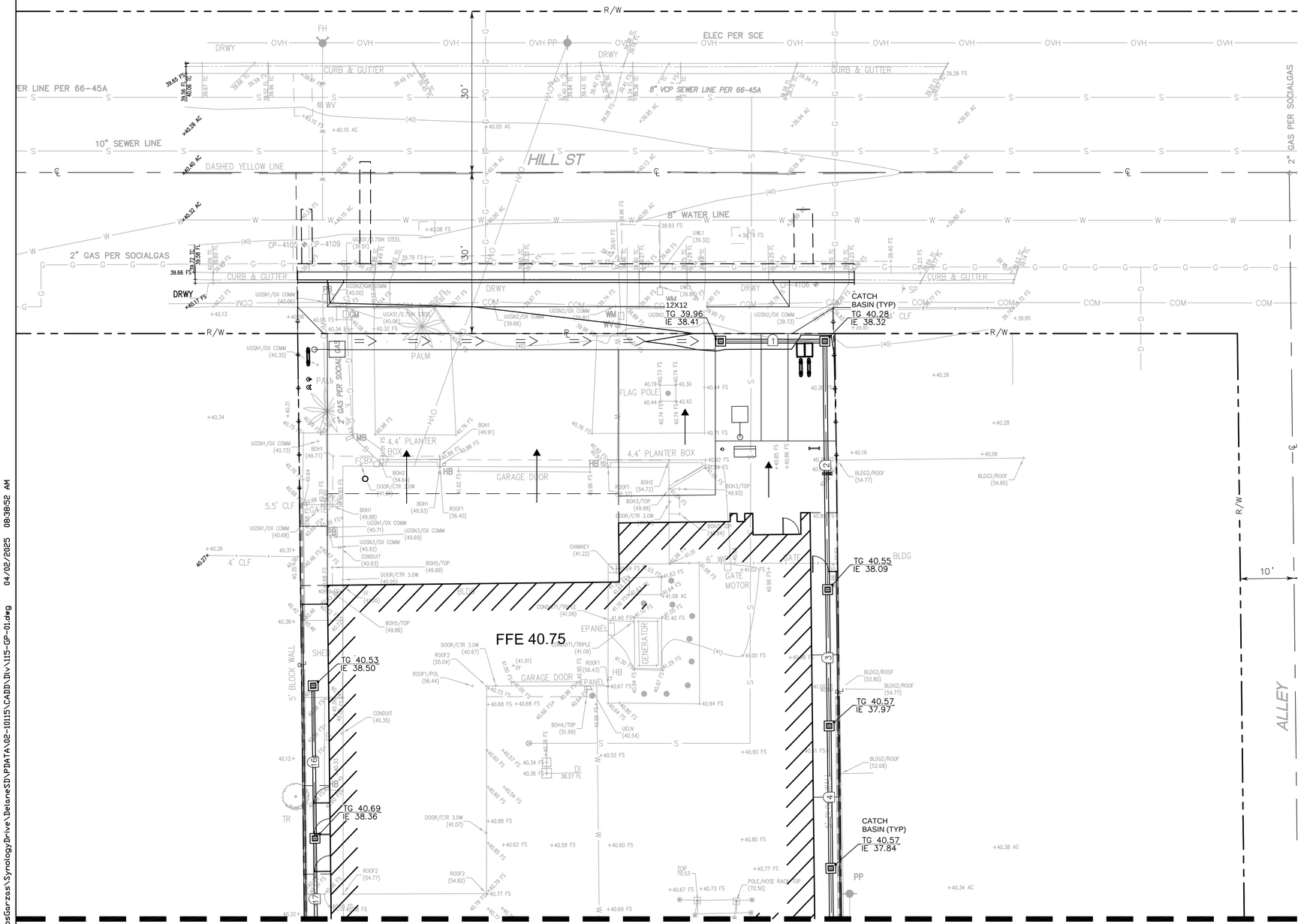
SHEET TITLE:

UTILITY PLAN

SHEET NUMBER:

C1.1

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STORM DRAIN DATA TABLE					
#	BEARING/DELTA	RADIUS	LENGTH	SLOPE	NOTE
1	S88°44'58"E	0.00	18.38'	0.50%	8" PVC
2	S00°36'28"W	0.00	45.27'	0.50%	8" PVC
3	S00°35'31"W	0.00	24.28'	0.50%	8" PVC
4	S00°34'42"W	0.00	25.37'	0.50%	8" PVC
5	S00°37'35"W	0.00	22.96'	0.50%	8" PVC
6	S00°34'13"W	0.00	20.87'	0.50%	8" PVC
7	S00°35'28"W	0.00	13.85'	0.50%	8" PVC
8	S00°34'17"W	0.00	8.96'	0.50%	8" PVC
9	S89°23'52"E	0.00	15.35'	0.50%	6" PVC
10	S89°23'52"E	0.00	17.16'	0.50%	6" PVC
11	S52°08'55"W	0.00	24.55'	0.62%	8" PVC
12	S53°28'43"W	0.00	34.96'	0.60%	8" PVC
13	N00°36'17"E	0.00	31.94'	0.50%	6" PVC
14	S89°29'26"E	0.00	8.24'	3.16%	8" PVC
15	S00°36'24"W	0.00	58.58'	1.00%	8" PVC
16	S00°32'55"W	0.00	27.29'	0.50%	6" PVC
17	S00°34'05"W	0.00	21.49'	0.50%	6" PVC
18	S00°33'17"W	0.00	30.79'	0.50%	6" PVC
19	S00°32'50"W	0.00	17.46'	1.00%	6" PVC
20	S00°37'07"W	0.00	27.23'	1.00%	6" PVC
21	S74°24'14"E	0.00	48.43'	1.03%	6" PVC
22	N89°23'43"W	0.00	9.50'	1.06%	6" PVC
23	S00°35'17"W	0.00	30.30'	0.99%	10" PVC
24	N23°11'57"W	0.00	1.91'	1.47%	6" PVC
25	N19°20'16"W	0.00	42.61'	0.49%	6" PVC
26	S89°23'52"E	0.00	7.16'	8.38%	10" PVC
27	N16°46'54"W	0.00	33.57'	−0.97%	8" PVC

NOTE: NORTH ARROW AND PLAN VIEW IS SLIGHTLY ASKEW FROM STRAIGHT UP

SCALE: 1"=10'

10 5 0 10 20 30

SCALE: 1"=10'

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coar DESIGN GROUP
9640 GRANITE RIDGE DR, SUITE 130
SAN DIEGO, CA 92123
619.698.9177 | www.coargroup.com

DELANE ENGINEERING
4909 MURPHY CANYON ROAD, SUITE 330
SAN DIEGO, CA 92123
PHONE: 619.787.3566
WWW.DELANEENGINEERING.COM

PROJECT:

CITY OF OXNARD

OXNARD FIRE STATION 3

150 HILL ST
OXNARD, CA 93033

CITY OF OXNARD CALIFORNIA

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90% SCHEMATIC DESIGN	06/03/24
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DAC RESUBMITTAL	04/09/25
DAC RESUBMITTAL	07/07/25

NOT FOR CONSTRUCTION

PROJECT NUMBER:

02-10115

SHEET TITLE:

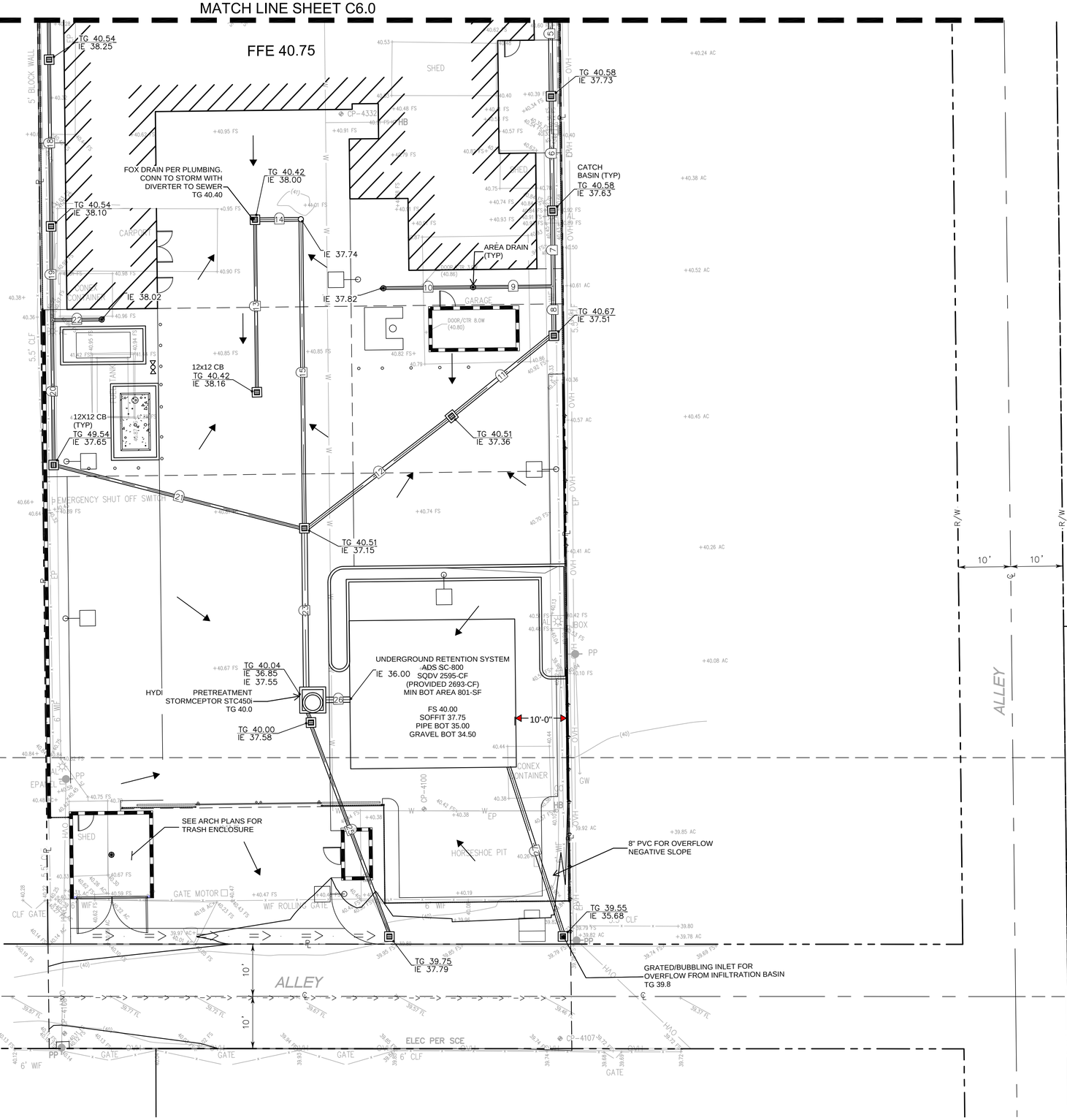
GRADING AND DRAINAGE PLAN

SHEET NUMBER:

C2.0

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MATCH LINE SHEET C6.0



Legend

Description	Quantity	Unit

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9640 GRANITE RIDGE DR, SUITE 130
SAN DIEGO, CA 92123
619.698.9177 | www.coargroup.com

DELANE ENGINEERING
4909 MURPHY CANYON ROAD, SUITE 330
SAN DIEGO, CA 92123
PHONE: 619.787.5566
WWW.DELANEENGINEERING.COM

PROJECT:

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150 HILL ST
OXNARD, CA 93033

CITY OF OXNARD CALIFORNIA

DESCRIPTION:	DATE:
50% SCHEMATIC DESIGN	03/08/24
90% SCHEMATIC DESIGN	06/03/24
DAC SUBMITTAL	08/21/24
DAC RESUBMITTAL	04/09/25
DAC RESUBMITTAL	07/07/25

NOT FOR CONSTRUCTION

PROJECT NUMBER:

02-10115

SHEET TITLE:

GRADING AND DRAINAGE PLAN

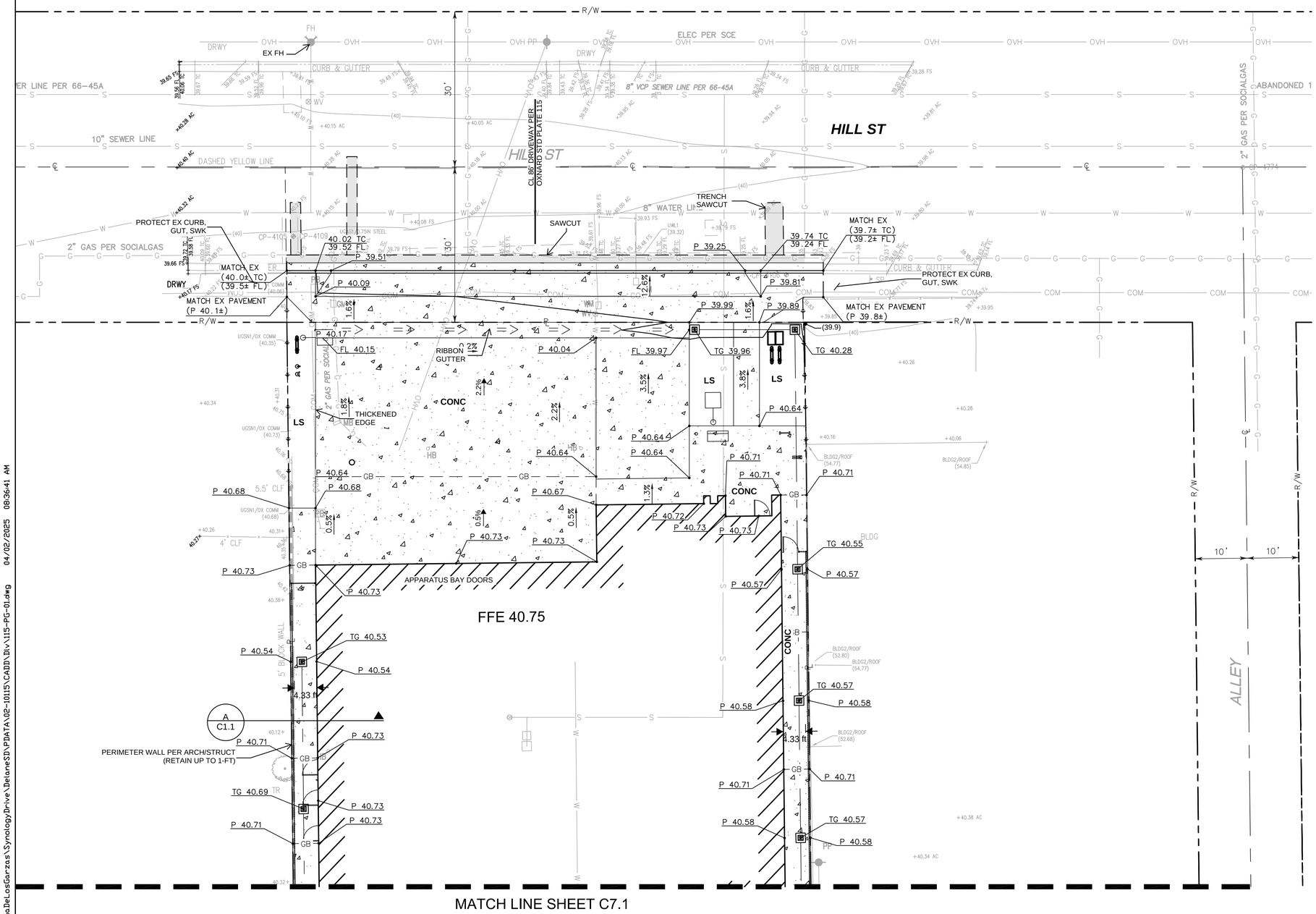
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C2.1

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PRELIMINARY PAVEMENT SECTIONS:

FIRE TRUCK APRONS - 7" PCC OVER COMPACTED SUBGRADE
PARKING STALLS - 5" PCC OVER COMPACTED SUBGRADE
SIDEWALKS AND WALKWAYS - 4" PCC WITH REBAR REINF



NOTE: NORTH ARROW AND PLAN VIEW IS SLIGHTLY ASKEW FROM STRAIGHT UP

SCALE: 1"=10'

10 5 0 10 20 30

SCALE: 1"=10'

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9640 GRANITE RIDGE DR, SUITE 130
SAN DIEGO, CA 92123
619.698.9177 | www.coargroup.com

DELANE ENGINEERING
4909 MURPHY CANYON ROAD, SUITE 330
SAN DIEGO, CA 92123
PHONE: 619.787.5566
WWW.DELANEENGINEERING.COM

PROJECT:

CITY OF OXNARD

OXNARD FIRE STATION 3

150 HILL ST
OXNARD, CA 93033

CITY OF OXNARD CALIFORNIA

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PROJECT NUMBER:

02-10115

SHEET TITLE:

FINE GRADING AND PAVING PLAN

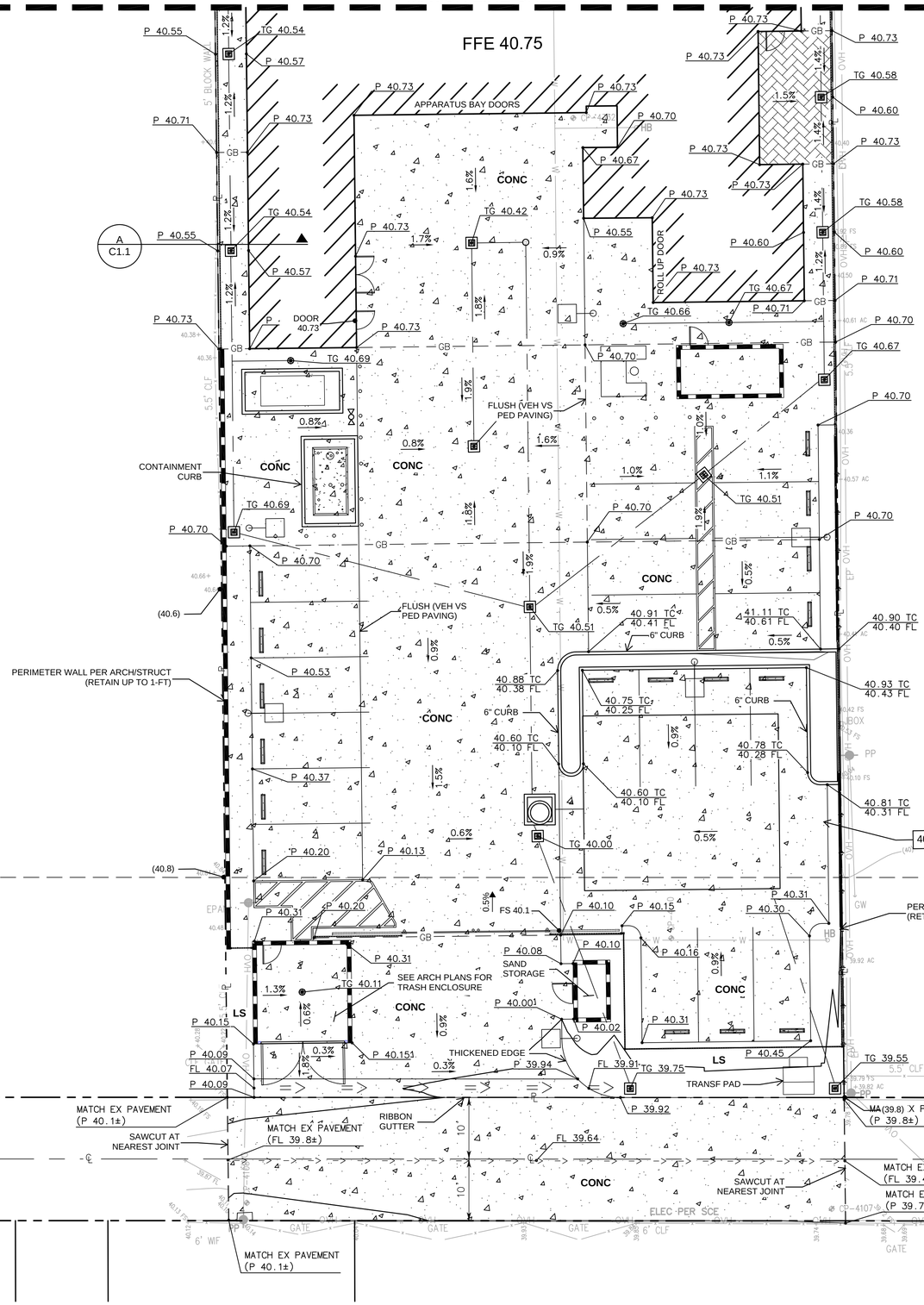
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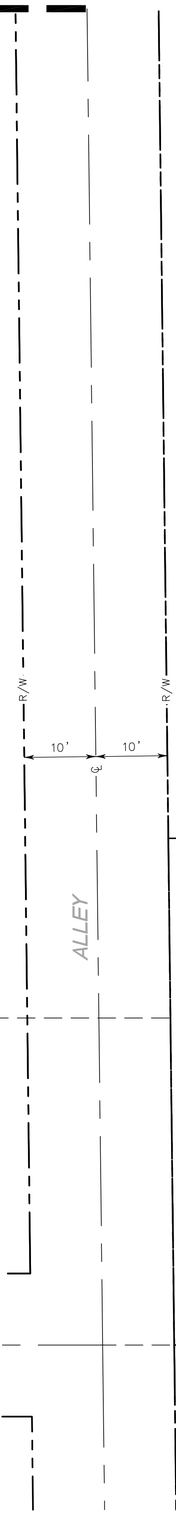
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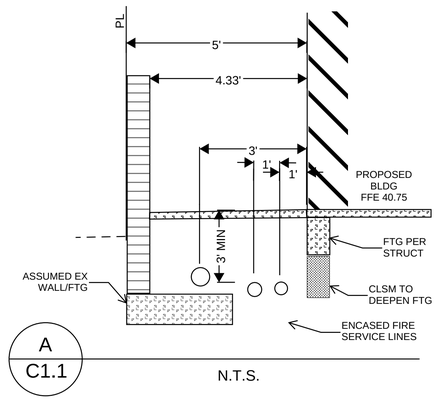
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MATCH LINE SHEET C7.0

FFE 40.75







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SCALE: 1"=10'

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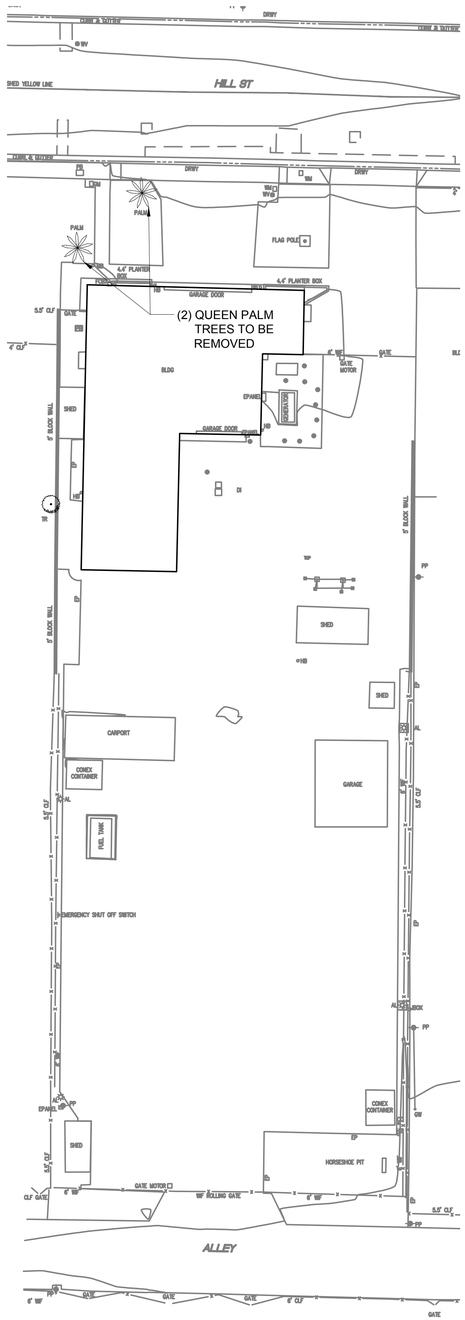
SHEET TITLE:

FINE GRADING AND PAVING PLAN

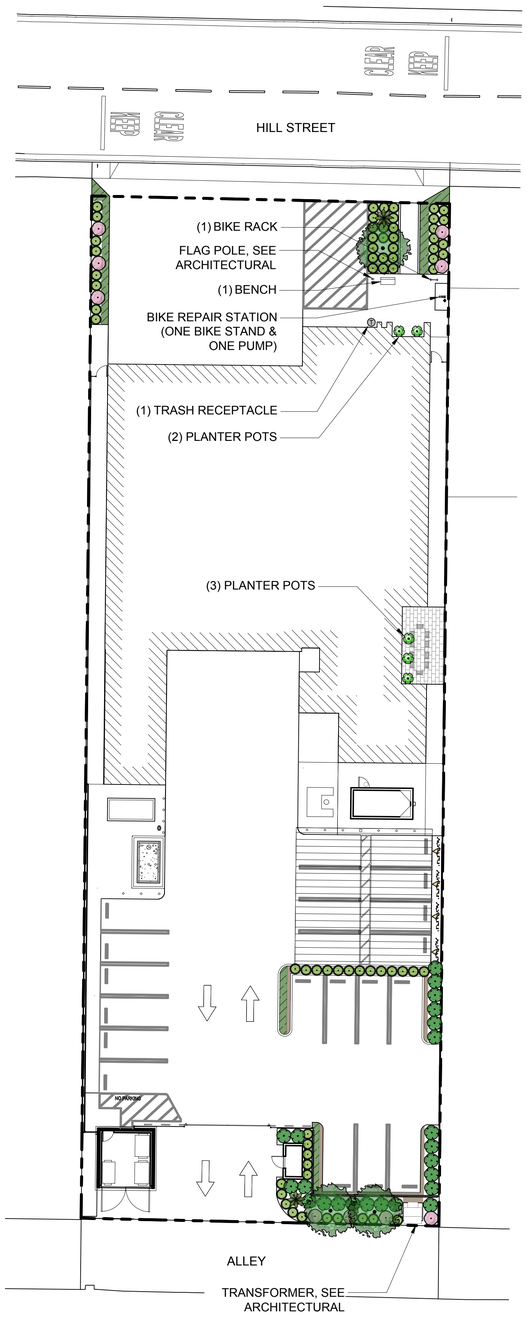
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EXISTING TREE REMOVAL PLAN



PRELIMINARY LANDSCAPE PLAN

0 20 40 60 80 feet

1" = 20'

NORTH

PLANTING LIST

SYMBOL	DESCRIPTION	BOTANICAL NAME	COMMON NAME	CONT	SPACING	QTY
	SMALL ACCENT TREE	ARBUTUS MARINA GEIJERA PARVIFLORA LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ'	STRAWBERRY TREE AUSTRALIAN WILLOW NATCHEZ CRAPE MYRTLE	24" BOX	AS SHOWN	3
	ACCENT SHRUB	AGAVE ATTENUATA `VARIEGATA` AGAVE X 'BLUE FLAME' ALOE 'ALWAYS RED'	VARIEGATED AGAVE BLUE FLAME AGAVE ALWAYS RED ALOE	5 GAL	AS SHOWN	2
	FLOWERING SHRUB	CALLISTEMON 'LITTLE JOHN' CISTUS X PULVERULENTUS 'SUNSET' LEUCOPHYLLUM FRUTESCENS SALVIA LEUCANTHA 'SANTA BARBARA' WESTRINGIA FRUITICOSA 'WYNABBIE GEM'	LITTLE JOHN DWARF BOTTLEBRUSH SUNSET ROCKROSE TEXAS SAGE SANTA BARBARA MEXICAN BUSH SAGE WYNABBIE GEM COAST ROSEMARY	5 GAL	AS SHOWN	9
	STANDARD SHRUB	ARCTOSTAPHYLOS X 'EMERALD CARPET' DIANELLA X 'CLARITY BLUE' LOMANDRA LONGIFOLIA 'BREEZE' SESLERIA AUTUMNALIS 'FINELEAF' WESTRINGIA FRUTICOSA 'LOW HORIZON'	EMERALD CARPET MANZANITA CLARITY BLUE FLAX LILY BREEZE™ MAT RUSH AUTUMN MOOR GRASS LOW HORIZON COAST ROSEMARY	5 GAL	AS SHOWN	66
	SCREENING SHRUB	CUPRESSUS SEMPERVIRENS 'MONSHEL' PODOCARPUS MACROPHYLLUS `MAKI` PRUNUS CAROLINIANA ' COMPACTA' RHAMNUS CALIFORNICA 'EVE CASE'	TINY TOWER ITALIAN CYPRESS MAKI YEW PODOCARPUS DWARF CAROLINA LAUREL CHERRY EVE VASE COFFEEBERRY	15 GAL	AS SHOWN	23
	VINE	CALLIANDRA HAEMATOCEPHALA DISTICTIS BUCCINATORIA GREWIA OCCIDENTALIS TRACHELOSPERMUM JASMINOIDES	RED POWDER PUFF BLOOD RED TRUMPET VINE LAVENDER STAR FLOWER STAR JASMINE	5 GAL	AS SHOWN	4
	PLANT IN POTS	AGAVE ATTENUATA 'RAY OF LIGHT' RHAPIS HUMILIS SANSEVIERIA TRIFASCIATA 'LAURENTII'	RAY OF LIGHT FOXTAIL AGAVE SLENDER LADY PALM LAURENTII SNAKE PLANT	5 GAL	AS SHOWN	5
	GROUND COVER	BULBINE FRUTESCENS CAREX DIVULSA CISTANCHE GRANDIFLORA ERIGERON GLAUCUS 'WAYNE RODERICK' ROSMARINUS OFFICINALIS ' HUNTINGTON CARPET' SENECIO SERPENS	BULBINE EUROPEAN GRAY SEDGE JAZZ TIME ROCK PURSLANE WAYNE RODERICK SEASIDE DAISY HUNTINGTON CARPET ROSEMARY BLUE CHALKSTICKS	1 GAL	18" o.c.	106

SITE FURNISHINGS AND AMENITIES

SYMBOL	ITEM	DESCRIPTION	COLOR / FINISH	SUPPLIERS	QTY
	PLANTER POT	TOURNESOL HARLIE COLLECTION HCS 3600 WITH IRRIGATION CWC-2100 AND DRAINAGE SYSTEM	COLOR: SHADOW FINISH: FINE GRAIN MATERIAL: GFRC - LIGHTWEIGHT CONCRETE	TOURNESOL SITEWORKS PH: (800) 542-2282	5
	BENCH	MAGLIN 2300 SERIES ICONIC BACKED BENCHES	COLOR: BRONZE 14 FINISH: MATT FINISH MATERIAL: METAL & THERMALLY MODIFIED ASH WOOD	MAGLIN SITE FURNITURE PH: (800) 716-5506	1
	TRASH RECEPTACLE	MAGLIN 1000 SERIES 1050 TRASH CONTAINER	COLOR: BRONZE 14 FINISH: MATT FINISH MATERIAL: METAL & THERMALLY MODIFIED ASH WOOD	MAGLIN SITE FURNITURE PH: (800) 716-5506	1
	BIKE RACK	MADRAX HEAVY DUTY WINDER - 3 BIKES	COLOR: BLACK FINISH: POWDER COATED MATERIAL: GALVANIZED STEEL	MADRAX PH: (800) 448-7931	1
	BIKE STAND	SARIS INFRASTRUCTURE PUBLIC WORK STAND #26302C	COLOR: BLACK FINISH: POWDER COATED	SARIS INFRASTRUCTURE PH: (800) 783-7257	1
	BIKE PUMP	SARIS INFRASTRUCTURE OUTDOOR PUMP WITH GAUGE #26246 & #26242	MATERIAL: STAINLESS STEEL	SARIS INFRASTRUCTURE PH: (800) 783-7257	1

IRRIGATION CONCEPT NOTES

1. SMALL AND/OR NARROW SHRUB AREAS ENCLOSED BY PAVEMENT, CURBS, WALLS, FENCES AND ADJACENT TO BUILDINGS AND STRUCTURES, ETC. SHALL BE IRRIGATED WITH SUBSURFACE DRIP IRRIGATION (1/2" DRIPLINE WITH INTEGRAL DRIP EMITTERS AT 12" ON CENTER SPACING, DRIPLINE SPACED 12" APART) TO ELIMINATE IRRIGATION WATER ON NON-PLANTED AREAS.
2. ALL TREES IN SHRUB AREAS SHALL HAVE SUPPLEMENTAL IRRIGATION SUCH AS BUBBLERS (6" POP-UP WITH STREAM BUBBLER, 2 PER TREE).
3. ALL VINES SHALL BE IRRIGATED WITH SUBSURFACE DRIP IRRIGATION (1/2" DRIPLINE WITH INTEGRAL DRIP EMITTERS AT 12" ON CENTER SPACING, DRIPLINE SPACED 12" APART) .
4. ALL IRRIGATED AREAS SHALL BE ZONED SEPARATELY BY (5) 3/4" DRIP CONTROL ZONE VALVE KITS AND (2) 3/4" TREE CONTROL VALVES. ZONES SHALL BE DETERMINED BY THE WATER SUPPLY, TYPE OF PLANT MATERIAL, SUN EXPOSURE, LOCATION OR SPECIAL MICROCLIMATES.
5. IRRIGATION SYSTEM WILL BE DESIGNED USING POTABLE WATER (AVAILABLE AT 55 PSI). ALL IRRIGATION EQUIPMENT SHALL SPECIFIED AND INSTALLED TO MEET ALL WATER AGENCY STANDARDS, INCLUDING CITY WATER CONSERVATION REQUIREMENTS.
6. THE IRRIGATION SYSTEM WILL HAVE A DEDICATED 1" IRRIGATION WATER METER. A 1" BACKFLOW PREVENTER IN STAINLESS STEEL ENCLOSURE, 1" NORMALLY CLOSED MASTER VALVE AND FLOW SENSOR WILL BE INCLUDED.
7. THE 1" PVC IRRIGATION SYSTEM SUPPLY LINE WILL PROVIDE WATER SUPPLY TO ALL VALVES ON SITE. PROVIDE (2) QUICK COUPLERS IN BOXES ON THE SITE FOR SUPPLEMENTAL WATERING.
8. THIS SITE WILL BE CONTROLLED AND MANAGED WITH A STANDALONE, WEATHER-BASED IRRIGATION CONTROL SYSTEM. THE WEATHER SENSOR WILL BE INSTALLED ON STRUCTURE OR ON A POLE IN A LOCATION WHERE SUBJECT TO RAINFALL. THE MINIMUM 8 STATION CONTROLLER SHALL BE INSTALLED IN AN EXTERIOR, WALL-MOUNTED CABINET.

LANDSCAPE MATERIAL LIST

SYMBOL	NAME	DESCRIPTION	QTY
	PEBBLE	3/4" - 1.5" PEBBLE	104 SQ FT
	PAVERS - PEDESTRIAN	PEDESTRIAN RATED PAVERS	252 SQ FT

PLANTING CONCEPT NOTES

1. REMOVE ALL WEEDS, DEBRIS, AND ROCKS LARGER THAN ONE-HALF-INCH (1/2") FROM ALL PLANTING AREAS, AND DISPOSE OF LEGALLY AND APPROPRIATELY OFF-SITE.
2. FINISH GRADE OF SOIL SHALL BE TWO-INCHES (2") BELOW ADJACENT FINISH PAVING SURFACE OR CURB IN SHRUB AND GROUNDCOVER AREAS.
3. CONTRACTOR SHALL INSTALL A THREE-INCH (3") LAYER OF BARK MULCH IN ALL SHRUB AND GROUNDCOVER AREAS. SUBMIT SAMPLE FOR APPROVAL BY OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT. REFER TO SPECIFICATIONS.
4. ROOT BARRIERS (10' EACH SIDE OF TRUNK X 24" DEEP) SHALL BE INSTALLED WHERE TREES ARE WITHIN 5' OF PAVED SURFACE.

LANDSCAPE COMPLIANCE

1. THE LANDSCAPE WILL COMPLY WITH THE APPLICABLE CITY OF OXNARD LANDSCAPE STANDARDS.
2. THE LANDSCAPING AND IRRIGATION WILL COMPLY WITH THE CITY OF OXNARD WATER EFFICIENT LANDSCAPE ORDINANCE (CITY COUNCIL ORDINANCE NO.2822) AND LANDSCAPE WATER CONSERVATION STANDARDS.

coar DESIGN GROUP
9640 GRANITE RIDGE DR, SUITE 130
SAN DIEGO, CA 92123
619.698.9177 | www.coargroup.com

ktua
3916 Normal Street
San Diego, CA 92103
619.294.4477 | www.ktua.com

PROJECT:

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OXNARD FIRE STATION 3

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CITY OF OXNARD CALIFORNIA

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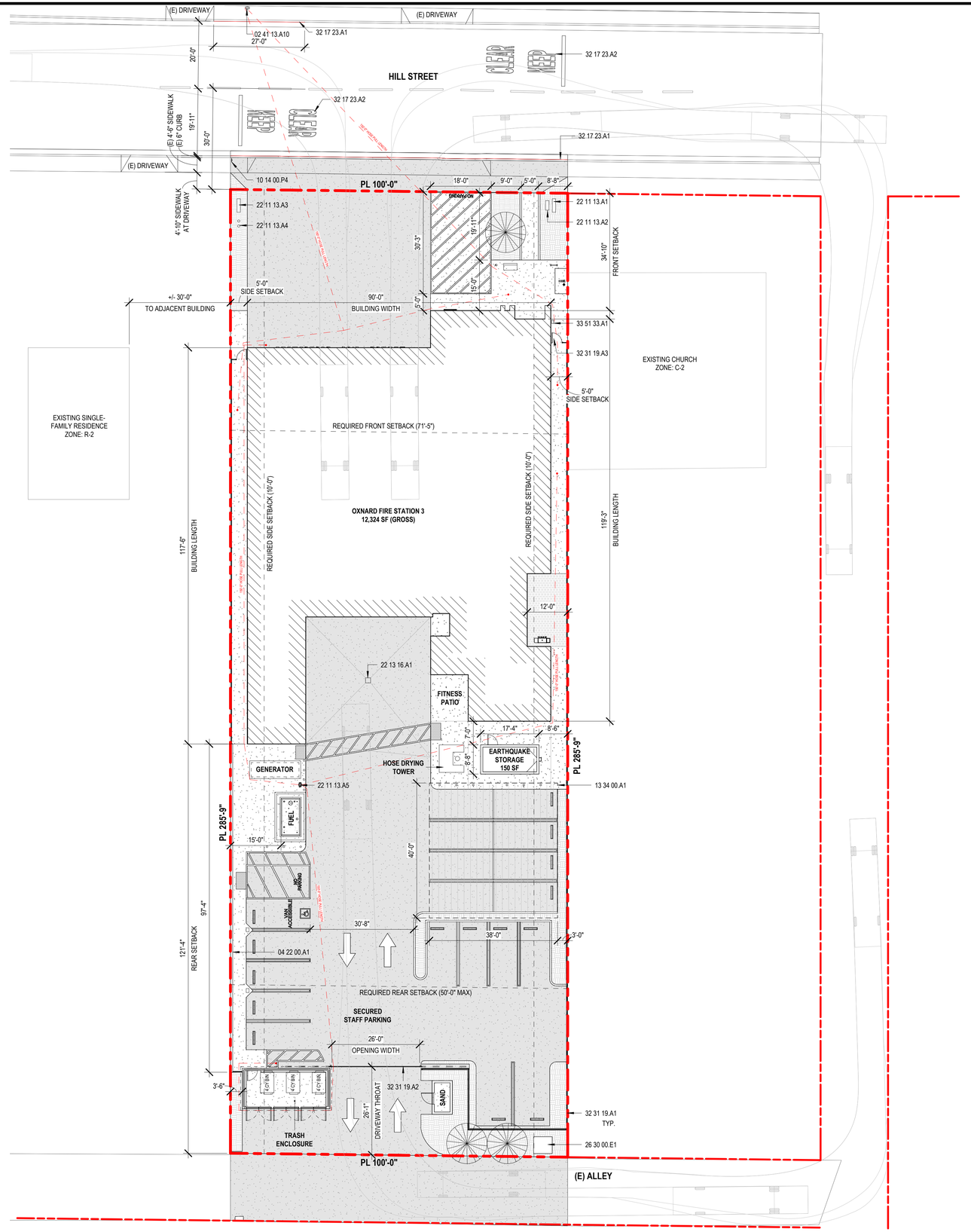
230501

SHEET TITLE:

LANDSCAPE CONCEPT PLAN

SHEET NUMBER:

L1.0



D1
A1.0
PLOT PLAN
SCALE: 1/16" = 1'-0"

CONSTRUCTION NOTES

02 41 13.A10	EXISTING FIRE HYDRANT TO REMAIN, PROTECT IN PLACE, SEE CIVIL
04 22 00.A1	8'-0" HIGH SPLIT-FACE CMU WALL WITH 2" CAP
10 14 00.P4	NO PARKING SIGNAGE - R26(CA)
13 34 00.A1	METAL CANOPY
22 11 13.A1	DOMESTIC WATER BACKFLOW PREVENTER, SEE CIVIL
22 11 13.A2	IRRIGATION BACKFLOW PREVENTER, SEE CIVIL AND LANDSCAPE
22 11 13.A3	FIRE SERVICE BACKFLOW PREVENTER, SEE CIVIL
22 11 13.A4	FDC/PIV, SEE CIVIL
22 11 13.A5	FIRE HYDRANT, SEE CIVIL
22 13 16.A1	FOX DRAIN W/ DIVERTER VALVE TO SEWER SYSTEM FOR VEHICLE WASHING
26 30 00.E1	TRANSFORMER
32 17 23.A1	PAINT CURB RED WITH 'NO PARKING' IN WHITE LETTERS
32 17 23.A2	'KEEP CLEAR' PER CA MUTCD STANDARDS
32 31 19.A1	8'-0" HIGH DECORATIVE METAL FENCING
32 31 19.A2	(PAIR) 8'-0" HIGH X 13'-0" WIDE DECORATIVE METAL ROLLING GATES
32 31 19.A3	8'-0" HIGH X 3'-0" WIDE DECORATIVE METAL GATE WITH PANIC HARDWARE
33 51 33.A1	GAS METER

PLOT PLAN NOTES

1. ELECTRICALLY OPERATED VEHICULAR GATES SHALL INCLUDE CLICK-2-ENTER RADIO ACTIVATED CONTROL SYSTEM. ALL GATES AND THE MAIN ENTRANCE OF THE BUILDING SHALL HAVE A KNOX BOX SERIES 3200 INSTALLED.
2. BUILDING(S) SHALL BE EQUIPPED THROUGHOUT WITH AN NFPA 13 APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM. SEE SHEET T-2 FOR ADDITIONAL INFORMATION.
3. BUILDING(S) SHALL BE EQUIPPED WITH AN NFPA 72 APPROVED FIRE ALARM SYSTEM AS REQUIRED BY 2022 CBC AND CFC. SEE SHEET T-2 FOR ADDITIONAL INFORMATION.
4. FIRE LANE SIGNAGE AND MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH APPROVED STANDARDS FROM THE FIRE DEPARTMENT, CITY TRAFFIC ENGINEERING DIVISION, AND STATE VEHICLE CODE.
5. ALL NEW HYDRANTS SHALL BE 6" WET BARREL WITH NST OUTLETS; TYPE 3 PER CITY OF OXNARD PUBLIC PLATE #23. HYDRANT LOCATIONS SHALL BE CLEARLY IDENTIFIED WITH BLUE REFLECTIVE MARKERS IN THE STREET.
6. ALL COMMERCIAL STRUCTURES SHALL BE PROVIDED WITH A FIRE FLOW OF 4500GPM AT 20PSI RESIDUAL PRESSURE.
7. PROJECT IS SUBJECT TO CUPA PERMIT. SEE SHEE T-2 FOR ADDITIONAL INFORMATION.
8. ALL PERIMETER SITE FENCING SHALL BE 8'-0" HIGH DECORATIVE METAL FENCING, UNLESS NOTED OTHERWISE.
9. ALL SITE LIGHTING IS SHOWN ON ELECTRICAL SITE PLAN.
10. BUILDINGS SHALL BE EQUIPPED WITH FIRE EXTINGUISHERS, SEE SHEET T-2 FOR ADDITIONAL INFORMATION.

PLOT PLAN TABLE

PROJECT ADDRESS:		150 HILL STREET, OXNARD, CA, 93033	
APN:		203-0-120-130	
CURRENT ZONING:		MULTI-FAMILY RESIDENTIAL (R-2)	
PROPOSED ZONING:		COMMUNITY RESERVE (C-R)	
SITE AREA:		28,575 SF (0.66 ACRES)	
SETBACKS:		REQUIRED	PROPOSED
	FRONT:	71'-5" (25% PARCEL DEPTH)	34'-10"
	SIDE:	10'-0" (10% PARCEL WIDTH)	5'-0"
	REAR:	50'-0" (25% PARCEL DEPTH, NOT TO EXCEED 50'-0")	121'-4"
BUILDING HEIGHT:		ALLOWABLE	PROPOSED
	FIRE STATION:	25'-0"	36'-0"
	HOSE DRYING TOWER:	25'-0"	31'-0"
	TRASH ENCLOSURE:	25'-0"	10'-8"
	EARTHQUAKE STORAGE:	25'-0"	11'-4"
	SAND STORAGE:	25'-0"	3'-6"
	CARPORT:	25'-0"	14'-2" MAX / 13'-4" MIN
BUILDING AREA:		EXISTING TO BE DEMOLISHED	
		3,251 SF (FIRE STATION)	
		480 SF (GARAGE)	
		366 SF (CARPORT)	
		200 SF (SHED 'A')	
		50 SF (SHED 'B')	
		105 SF (SHED 'C')	
	TOTAL:	4,452 SF	
		PROPOSED	
		8,973 SF (FIRE STATION FOOTPRINT)	
		180 SF (EARTHQUAKE STORAGE)	
		312 SF (TRASH ENCLOSURE)	
		54 SF (HOSE DRYING TOWER)	
		68 SF (SAND STORAGE)	
	TOTAL:	9,569 SF (BUILDING FOOTPRINT AREA)	
LOT COVERAGE:		BUILDINGS:	9,587 SF (0.22 ACRES) = 33.5%
		PAVED AREA:	17,012 SF (0.39 ACRES) = 59.5%
		LANDSCAPE:	1,976 SF (0.05 ACRES) = 7.0%
		TOTAL:	28,575 SF (0.66 ACRES) = 100.0%
PARKING:		REQUIRED	PROPOSED
	PUBLIC:	N/A	0
	PRIVATE:	N/A	19
	BICYCLE:	2	3
	EVCS (PUBLIC):	0	0
	EVCS (PRIVATE):	4	4

LEGEND

- CONCRETE DRIVEWAY, SEE CIVIL
- CONCRETE WALKWAY, SEE CIVIL
- LANDSCAPE, SEE LANDSCAPE
- PROPERTY LINE
- LINE OF REQUIRED SETBACK
- 150'-0" HOSE PULL LENGTH
- 150'-0" RADIUS AT FIRE HYDRANT

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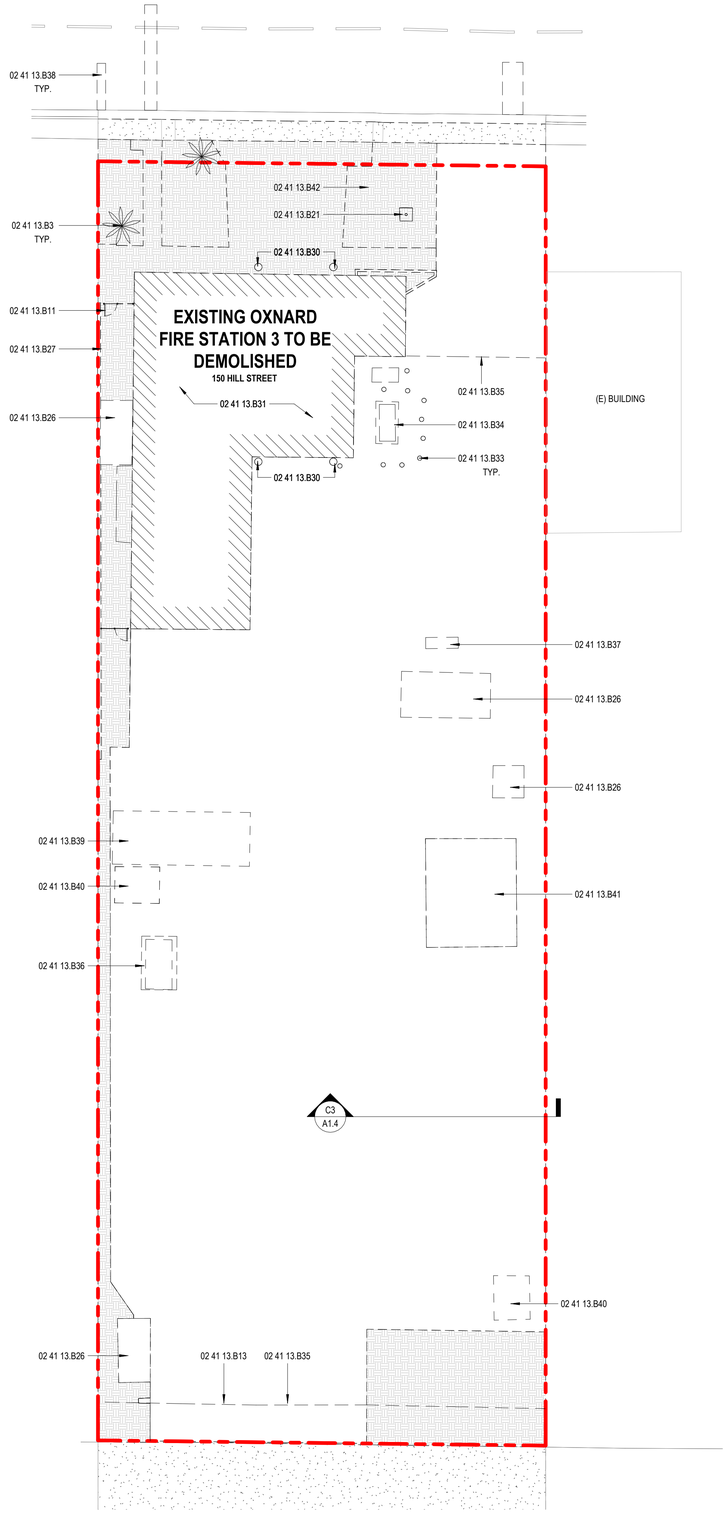
230501

SHEET TITLE:

PLOT PLAN

SHEET NUMBER:

A1.0



D1
A1.1 DEMOLITION SITE PLAN
SCALE: 1/16" = 1'-0"

CONSTRUCTION NOTES

02 41 13.B3	DEMO EXISTING TREE, SEE LANDSCAPE
02 41 13.B11	DEMO EXISITING SWING GATE
02 41 13.B13	DEMO EXISTING METAL FENCE AND FOOTINGS
02 41 13.B21	DEMO EXISTING FLAG POLE
02 41 13.B26	DEMO EXISTING STORAGE SHED
02 41 13.B27	DEMO EXISTING CMU SITE WALL AND ASSOCIATED FOOTINGS
02 41 13.B30	REMOVE AND SALVAGE EXISTING FOUNDRY CASTING.
02 41 13.B31	DEMO EXISTING SINGLE STORY BUILDING, FOUNDATION, INTERIOR PARTITIONS, EQUIPMENT, AND ROOF - INSPECT PREMISES FOR ASBESTOS AND LEAD PRIOR TO REMOVAL. REFER TO PHASE I ESA REPORT LISTED IN DEMO PLAN GENERAL NOTES.
02 41 13.B33	DEMO EXISTING BOLLARD AND FOOTINGS
02 41 13.B34	DEMO EXISTING EMERGENCY GENERATOR AND CONCRETE PAD
02 41 13.B35	DEMO EXISTING SLIDING GATE
02 41 13.B36	DEMO EXISTING ABOVE-GROUND FUEL TANK, ASSOCIATED REFUELING EQUIPMENT, AND CONCRETE PAD
02 41 13.B37	DEMO EXISTING HOSE DRYING TOWER AND FOUNDATION
02 41 13.B38	DEMO EXISTING SURFACE(S) TO ACCOMODATE UTILITY CONNECTIONS, SEE CIVIL
02 41 13.B39	REMOVE EXISTING CARPORT STRUCTURE
02 41 13.B40	REMOVE AND SALVAGE EXISTING CONNEX CONTAINER. COORDINATE RELOCATION WITH CITY AND FIRE DEPT.
02 41 13.B41	DEMO EXISTING STRUCTURE, FOUNDATION AND/OR FOOTINGS
02 41 13.B42	REMOVE AND SALVAGE EXISTING HOSE REEL DISPLAY

DEMO PLAN GENERAL NOTES

1. GEOTECHNICAL INVESTIGATION REPORT #W1785-06-01B, PREPARED FOR COAR DESIGN GROUP BY GEOCON WEST, INC., DATED MAY 22, 2024.
2. PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT #W1785-77-02B, PREPARED FOR COAR DESIGN GROUP BY GEOCON WEST, INC., DATED AUGUST 24, 2023.

DEMO SITE PLAN LEGEND

- EXISTING CONCRETE DRIVEWAY TO REMAIN, SEE CIVIL
- EXISTING CONCRETE WALKWAY TO BE DEMOLISHED, SEE CIVIL
- EXISTING LANDSCAPE TO REMAIN
- EXISTING LANDSCAPE TO BE DEMOLISHED
- PROPERTY LINE
- EXISTING TO REMAIN

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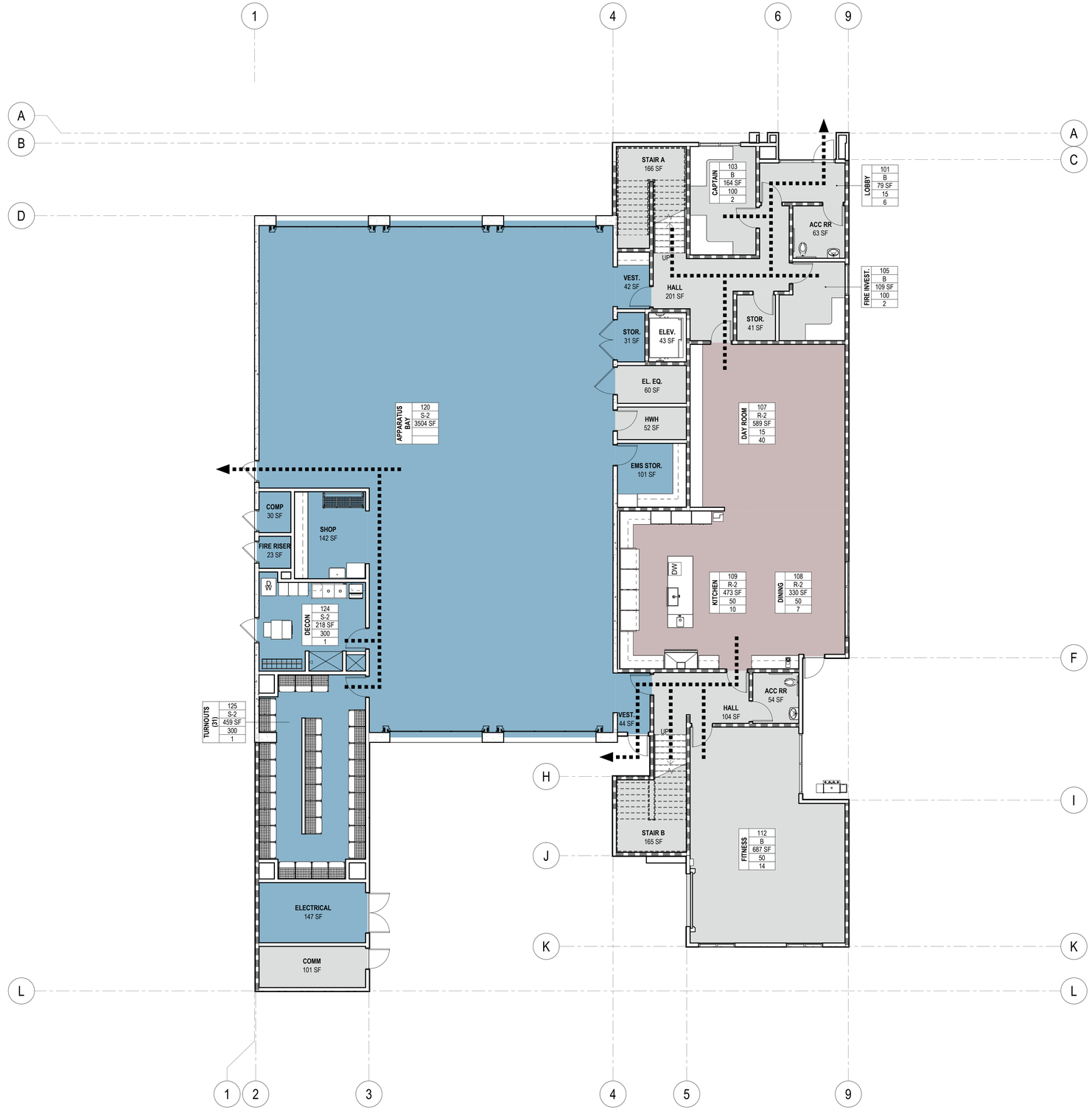
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PROJECT NUMBER:
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SHEET TITLE:
DEMOLITION SITE PLAN

SHEET NUMBER:
A1.1



D1 FIRST FLOOR EGRESS PLAN
A0.1 SCALE: 1/8" = 1'-0"

OCCUPANT LOAD CALC 1ST FLOOR

ROOM NUMBER	DESCRIPTION	SQ. FT.	LOAD FACTOR	OCCUP	CLASS
101	LOBBY	79 SF	15	6	B
102	ACC RR	63 SF			B
103	CAPTAIN	164 SF	100	2	B
104	HALL	201 SF			B
105	FIRE INVEST.	109 SF	100	2	B
106	STOR.	41 SF			B
107	DAY ROOM	589 SF	15	40	R-2
108	DINING	330 SF	50	7	R-2
109	KITCHEN	473 SF	50	10	R-2
110	HALL	104 SF			B
111	ACC RR	54 SF			B
112	FITNESS	687 SF	50	14	B
113	VEST.	44 SF			S-2
114	EMS STOR.	101 SF			S-2
115	HWH	52 SF			B
116	EL. EQ.	60 SF			B
118	STOR.	31 SF			S-2
119	VEST.	42 SF			S-2
120	APPARATUS BAY	3504 SF	300	12	S-2
121	SHOP	142 SF			S-2
122	FIRE RISER	23 SF			S-2
123	COMP	30 SF			S-2
124	DECON	218 SF	300	1	S-2
125	TURNOUTS (31)	459 SF	300	2	S-2
126	ELECTRICAL	147 SF			S-2
127	COMM	101 SF			B
TOTAL N.S.F:		7848 SF		96	
CORE AREA:		1123 SF			
TOTAL FIRST FLOOR G.S.F:		8973 SF			

WALL LEGEND

- 2x4 STUD WALL
- 2x4 STUD WALL - 1 HR RATED
- 2x6 STUD WALL
- 2x6 STUD WALL - 1 HR RATED
- 8" CONCRETE WALL
- 18" CONCRETE WALL

LEGEND

- PATH OF TRAVEL
- EXIT SIGN, SEE ELECTRICAL DRAWINGS
- FE — FIRE EXTINGUISHER
- T — TACTILE EXIT SIGN
- PH — PANIC HARDWARE
- ROOM NAME / XXXX — ROOM NUMBER, OCCUPANCY TYPE, NET SQ. FT., OCC. LOAD FACTOR, OCCUPANTS
- B
- R-2
- S-2

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PROJECT:

CITY OF OXNARD

OXNARD FIRE STATION 3

150 HILL ST
OXNARD, CA 93033

CITY OF OXNARD CALIFORNIA

DESCRIPTION:	DATE:
50% SCHEMATIC DESIGN	03/08/24
90% SCHEMATIC DESIGN	06/03/24
DAC SUBMITTAL	08/21/24
DAC RESUBMITTAL	04/09/25
DAC RESUBMITTAL	07/07/25

NOT FOR CONSTRUCTION

PROJECT NUMBER:

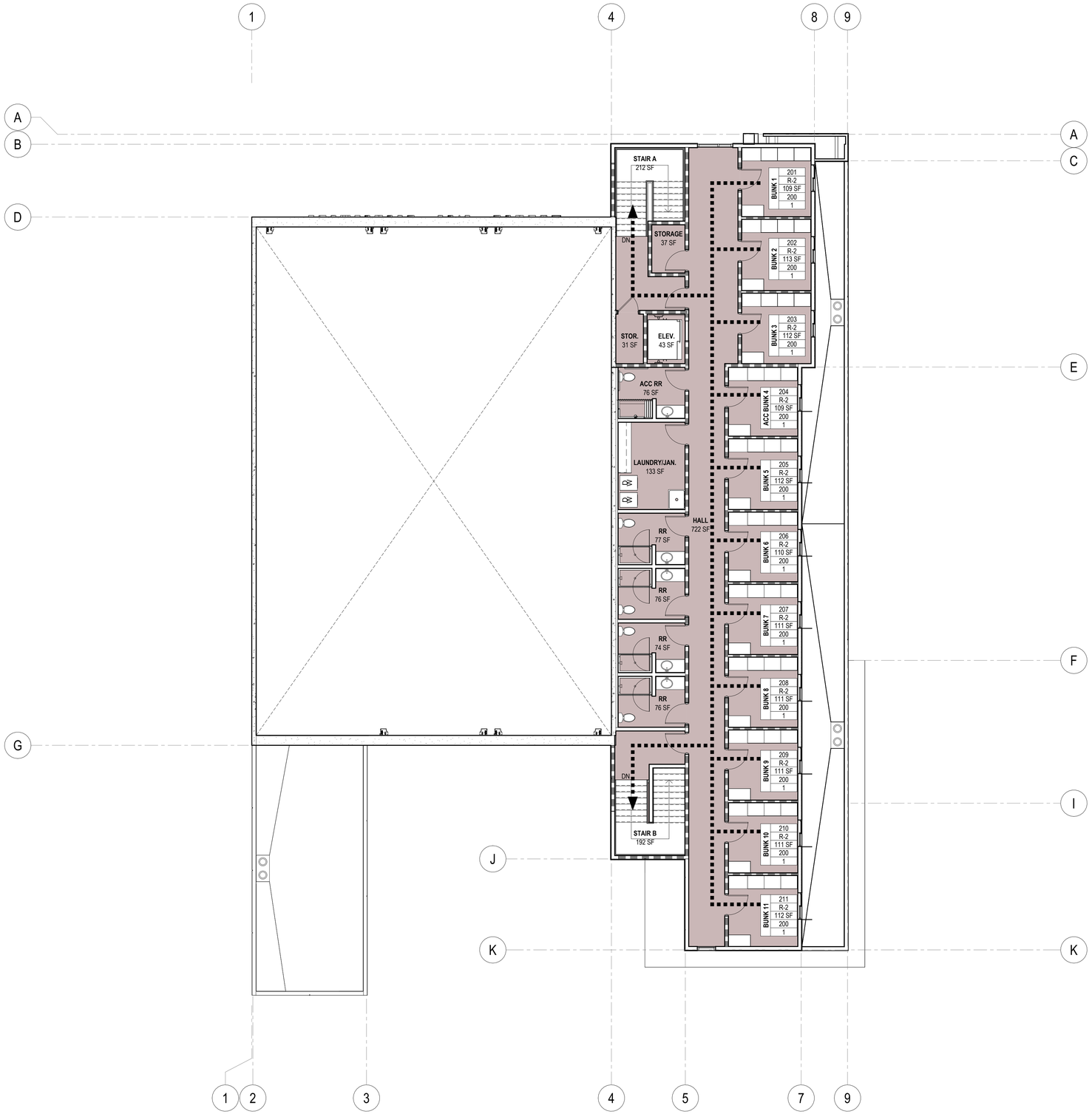
230501

SHEET TITLE:

FIRST FLOOR EGRESS PLAN

SHEET NUMBER:

A0.1



D1 SECOND FLOOR EGRESS PLAN
A0.2 SCALE: 1/8" = 1'-0"

OCCUPANT LOAD CALC 2ND FLOOR

ROOM NUMBER	DESCRIPTION	SQ. FT.	LOAD FACTOR	OCCUP	CLASS
130	STOR.	31 SF			R-2
201	BUNK 1	109 SF	200	1	R-2
202	BUNK 2	113 SF	200	1	R-2
203	BUNK 3	112 SF	200	1	R-2
204	ACC BUNK 4	109 SF	200	1	R-2
205	BUNK 5	112 SF	200	1	R-2
206	BUNK 6	110 SF	200	1	R-2
207	BUNK 7	111 SF	200	1	R-2
208	BUNK 8	111 SF	200	1	R-2
209	BUNK 9	111 SF	200	1	R-2
210	BUNK 10	111 SF	200	1	R-2
211	BUNK 11	112 SF	200	1	R-2
212	HALL	722 SF			R-2
213	RR	76 SF			R-2
214	RR	74 SF			R-2
215	RR	76 SF			R-2
216	RR	77 SF			R-2
217	LAUNDRY/JAN.	133 SF			R-2
218	ACC RR	76 SF			R-2
219	STORAGE	37 SF			R-2
TOTAL N.S.F:		2524 SF		12	
CORE AREA:		827 SF			
TOTAL SECOND FLOOR G.S.F:		3351 SF			

WALL LEGEND

- 2x4 STUD WALL
- 2x4 STUD WALL - 1 HR RATED
- 2x6 STUD WALL
- 2x6 STUD WALL - 1 HR RATED
- 8" CONCRETE WALL
- 18" CONCRETE WALL

LEGEND

- PATH OF TRAVEL
- EXIT SIGN, SEE ELECTRICAL DRAWINGS
- FE — FIRE EXTINGUISHER
- T — TACTILE EXIT SIGN
- PH — PANIC HARDWARE
- ROOM NAME / XXXX / XXXX / XXXX / XXXX / XXXX — ROOM NUMBER, OCCUPANCY TYPE, NET SQ. FT., OCC. LOAD FACTOR, OCCUPANTS
- B
- R-2
- S-2

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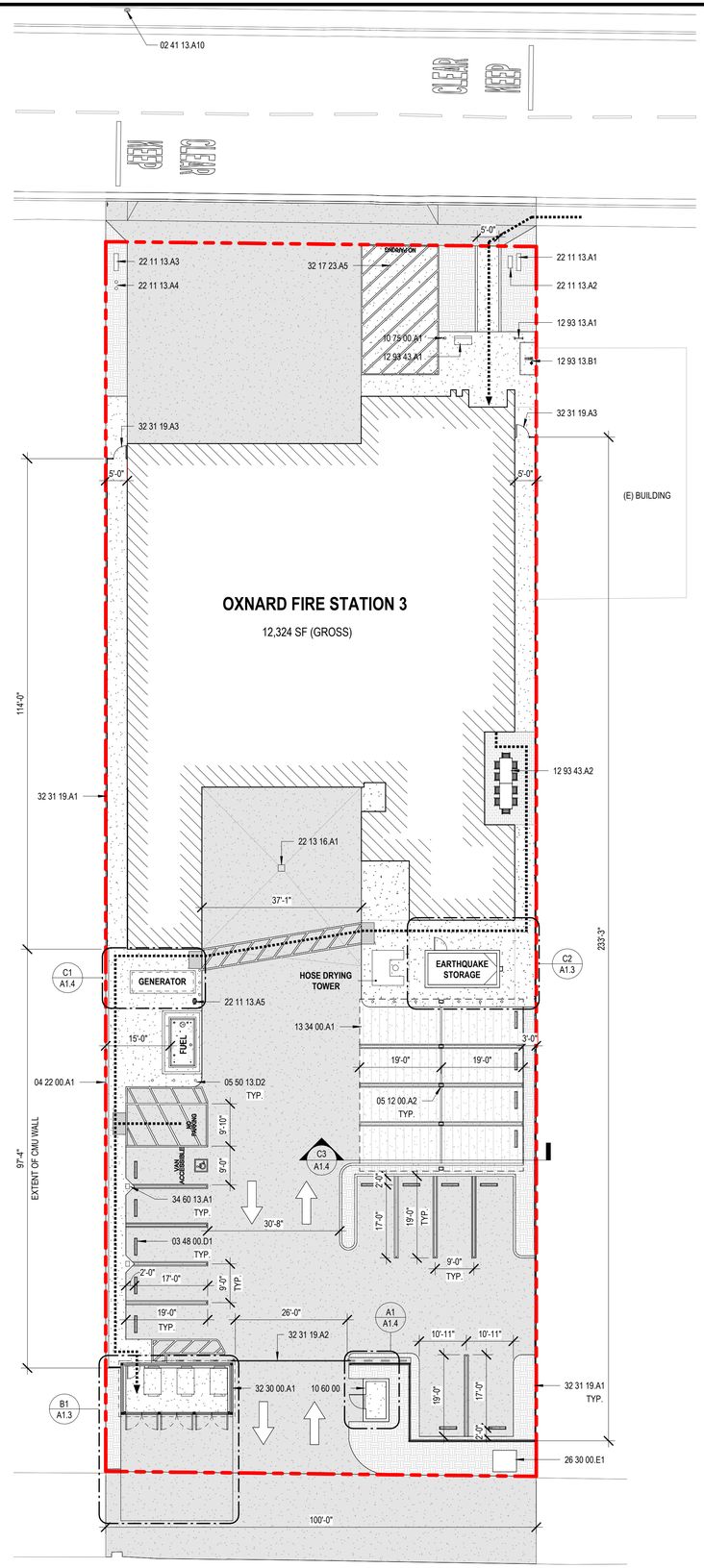
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DAC SUBMITTAL	08/21/24
DAC RESUBMITTAL	04/09/25
DAC RESUBMITTAL	07/07/25

NOT FOR CONSTRUCTION

PROJECT NUMBER:
230501

SHEET TITLE:
SECOND FLOOR EGRESS PLAN

SHEET NUMBER:
A0.2



D1
A1.2
SITE PLAN
SCALE: 1/16" = 1'-0"

CONSTRUCTION NOTES

02 41 13.A10	EXISTING FIRE HYDRANT TO REMAIN, PROTECT IN PLACE, SEE CIVIL
03 48 00.D1	PRECAST CONCRETE WHEEL STOP
04 22 00.A1	8'-0" HIGH SPLIT-FACE CMU WALL WITH 2" CAP
05 12 00.A2	STRUCTURAL STEEL COLUMN
05 50 13.D2	STEEL PIPE BOLLARD
10 60 00	SAND STORAGE
10 75 00.A1	FLAGPOLE
12 93 13.A1	1-LOOP WAVE STYLE BIKE RACK (CAPACITY: 3)
12 93 13.B1	BIKE REPAIR STATION
12 93 43.A1	BENCH
12 93 43.A2	PATIO TABLE AND CHAIRS
13 34 00.A1	METAL CANOPY
22 11 13.A1	DOMESTIC WATER BACKFLOW PREVENTER, SEE CIVIL
22 11 13.A2	IRRIGATION BACKFLOW PREVENTER, SEE CIVIL AND LANDSCAPE
22 11 13.A3	FIRE SERVICE BACKFLOW PREVENTER, SEE CIVIL
22 11 13.A4	FDC/PIV, SEE CIVIL
22 11 13.A5	FIRE HYDRANT, SEE CIVIL
22 13 16.A1	FOX DRAIN W/ DIVERTER VALVE TO SEWER SYSTEM FOR VEHICLE WASHING
26 30 00.E1	TRANSFORMER
32 17 23.A5	STRIPED 'NO PARKING' AREA (FOR FIRE DEPARTMENT USE ADJACENT TO DRIVEWAY)
32 30 00.A1	TRASH ENCLOSURE
32 31 19.A1	8'-0" HIGH DECORATIVE METAL FENCING
32 31 19.A2	(PAIR) 8'-0" HIGH X 13'-0" WIDE DECORATIVE METAL ROLLING GATES
32 31 19.A3	8'-0" HIGH X 3'-0" WIDE DECORATIVE METAL GATE WITH PANIC HARDWARE
34 60 13.A1	FUTURE ELECTRIC VEHICLE CHARGING STATION LOCATION

GENERAL NOTES

1. VEHICULAR GATES SHALL BE ELECTRICALLY OPERATED VIA CLICK-2-ENTER SYSTEM.
2. ALL BUILDINGS SHALL BE EQUIPPED THROUGHOUT WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM.
3. ALL PERIMETER SITE FENCING SHALL BE 8'-0" HIGH DECORATIVE METAL FENCING, UNLESS NOTED OTHERWISE.
4. ALL SITE LIGHTING IS SHOWN ON ELECTRICAL SITE PLAN.
5. GEOTECHNICAL INVESTIGATION REPORT #W1785-06-01B, PREPARED FOR COAR DESIGN GROUP BY GEOCON WEST, INC., DATED MAY 22, 2024.
6. ALL PERIMETER MASONRY SITE WALLS AND TRASH ENCLOSURE WALLS SHALL RECEIVE A NON-SACRIFICIAL ANTI-GRAFFITI COATING ON THE EXTERIOR FACE.

LEGEND

- CONCRETE DRIVEWAY, SEE CIVIL
- CONCRETE WALKWAY, SEE CIVIL
- PAVERS, SEE CIVIL & LANDSCAPE
- LANDSCAPE, SEE LANDSCAPE
- PEDESTRIAN PAVERS
- PROPERTY LINE
- EXISTING
- ACCESSIBLE PATH OF TRAVEL

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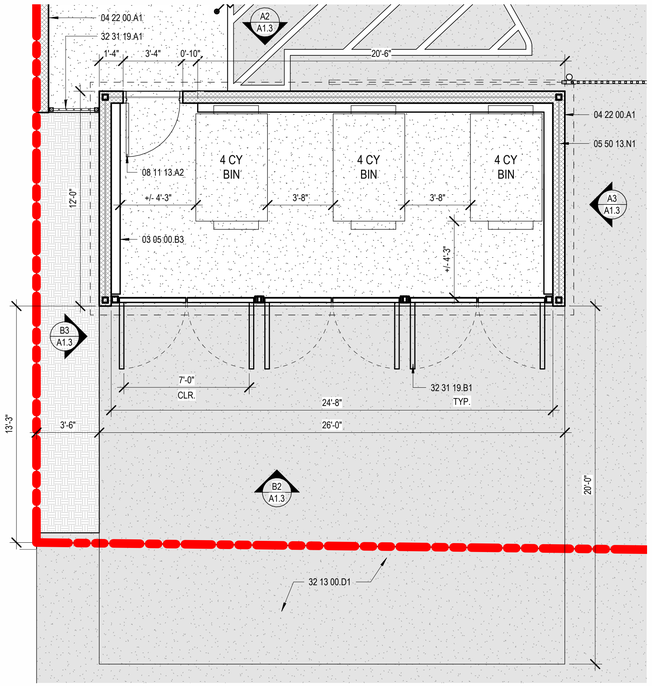
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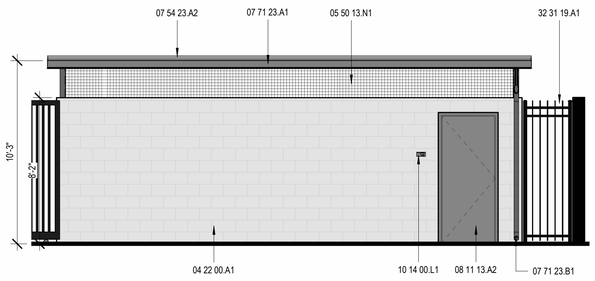
SHEET TITLE:
SITE PLAN

SHEET NUMBER:
A1.2

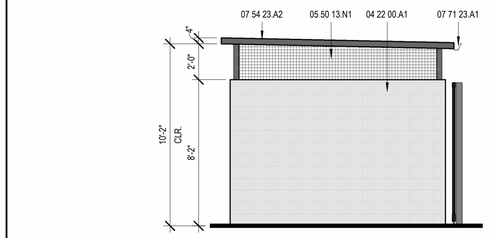


NOTE: SEE D1/A1.3 FOR ADDITIONAL INFORMATION.

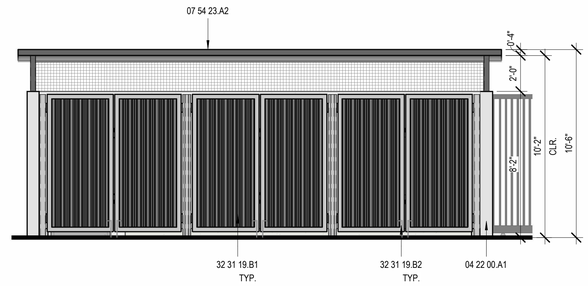
B1 A1.3 TRASH ENCLOSURE - ENLARGED PLAN
SCALE: 1/4" = 1'-0"



A2 A1.3 TRASH ENCLOSURE - NORTH ELEVATION
SCALE: 1/4" = 1'-0"

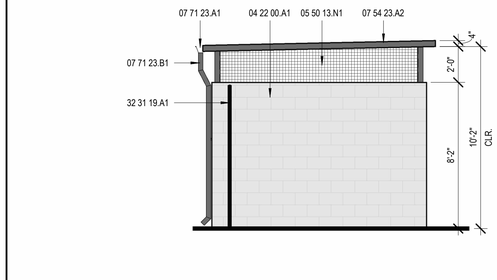


A3 A1.3 TRASH ENCLOSURE - EAST ELEVATION
SCALE: 1/4" = 1'-0"

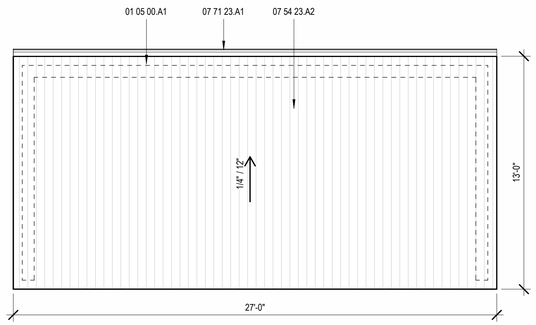


NOTE: GATES SHALL BE FABRICATED FROM STEEL 3" L-ANGLES AND 20 GA. CORRUGATED METAL DECK INFILL PANELS

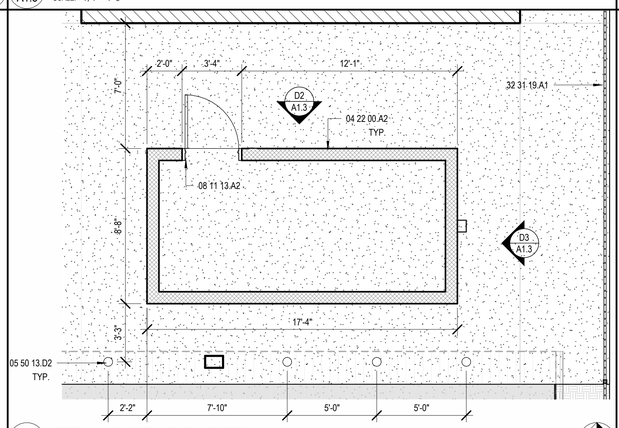
B2 A1.3 TRASH ENCLOSURE - SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



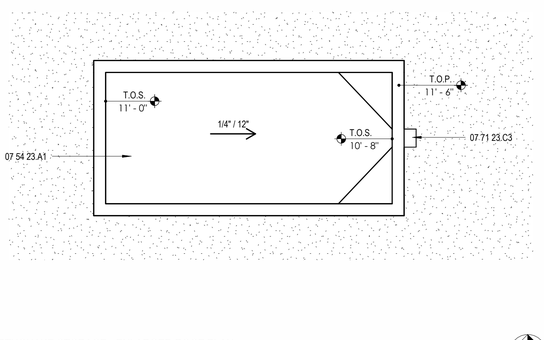
B3 A1.3 TRASH ENCLOSURE - WEST ELEVATION
SCALE: 1/4" = 1'-0"



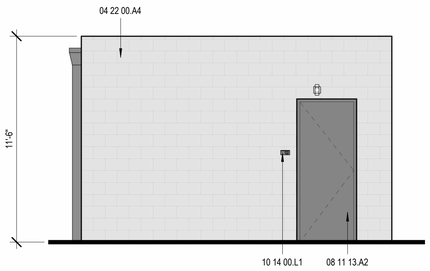
D1 A1.3 TRASH ENCLOSURE - ENLARGED ROOF PLAN
SCALE: 1/4" = 1'-0"



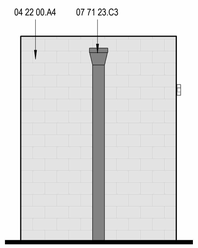
C2 A1.3 EARTHQUAKE STORAGE - ENLARGED PLAN
SCALE: 1/4" = 1'-0"



C3 A1.3 EARTHQUAKE STORAGE - ENLARGED ROOF PLAN
SCALE: 1/4" = 1'-0"



D2 A1.3 EARTHQUAKE STORAGE - NORTH ELEVATION
SCALE: 1/4" = 1'-0"



D3 A1.3 EARTHQUAKE STORAGE - EAST ELEVATION
SCALE: 1/4" = 1'-0"

CONSTRUCTION NOTES

01 05 00.A1	LINE OF WALL BELOW
03 05 00.B3	CONCRETE CURB
04 22 00.A1	8'-0" HIGH SPLIT-FACE CMU WALL WITH 2" CAP
04 22 00.A2	CMU WALL
04 22 00.A4	11'-4" HIGH SPLIT-FACE CMU WALL WITH 2" CAP
05 50 13.D2	STEEL PIPE BOLLARD
05 50 13.N1	METAL SECURITY MESH
07 54 23.A1	TPO ROOFING
07 54 23.A2	TPO ROOFING WITH SIMULATED STANDING SEAM DÉCOR PROFILE
07 71 23.A1	GUTTER
07 71 23.B1	DOWNSPOUT
07 71 23.C3	SCUPPER AND DOWNSPOUT
08 11 13.A2	HOLLOW METAL DOOR AND FRAME
10 14 00.L1	TACTILE SIGNAGE
32 13 00.D1	REINFORCED CONCRETE APRON
32 31 19.A1	8'-0" HIGH DECORATIVE METAL FENCING
32 31 19.B1	METAL GATE (PAINTED)
32 31 19.B2	CANE BOLT WITH SLEEVE AT CLOSED AND 90 DEGREE OPEN POSITIONS

LEGEND

- TPO ROOFING WITH SIMULATED STANDING SEAM DÉCOR PROFILE
- TRASH ENCLOSURE/ EARTHQUAKE STORAGE/ SAND STORAGE/ PERIMETER SITE WALL SPLIT-FACE CMU WALLS; COLOR: NATURAL GRAY
- TRASH ENCLOSURE ROOF FASCIA & EXPOSED STRUCTURE; COLOR: MATCH MAIN BUILDING ROOF FASCIA
- TRASH ENCLOSURE METAL GATES; COLOR: MATCH MAIN BUILDING DOORS/FRAMES
- CONCRETE DRIVEWAY, SEE CIVIL
- CONCRETE WALKWAY, SEE CIVIL
- LANDSCAPE, SEE LANDSCAPE

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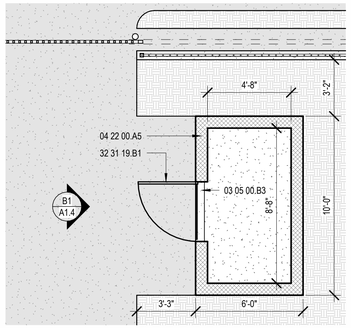
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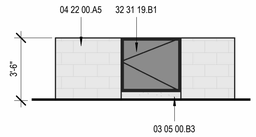
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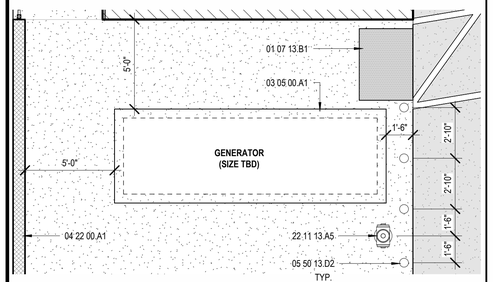
A1.3



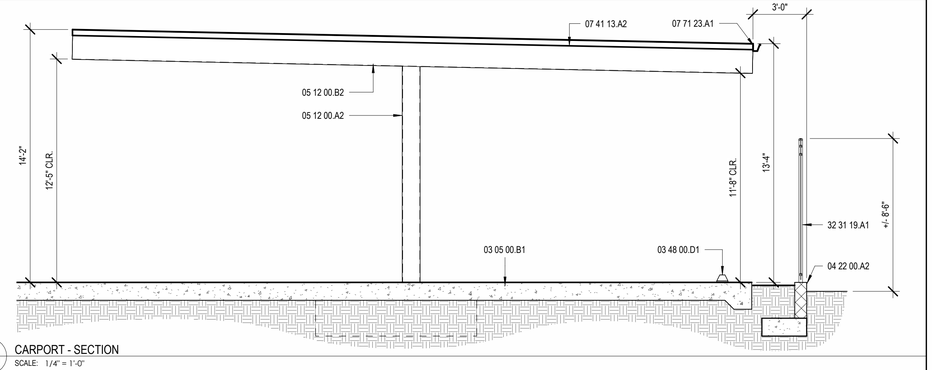
A1 / A1.4 SAND ENCLOSURE - ENLARGED PLAN
SCALE: 1/4" = 1'-0"



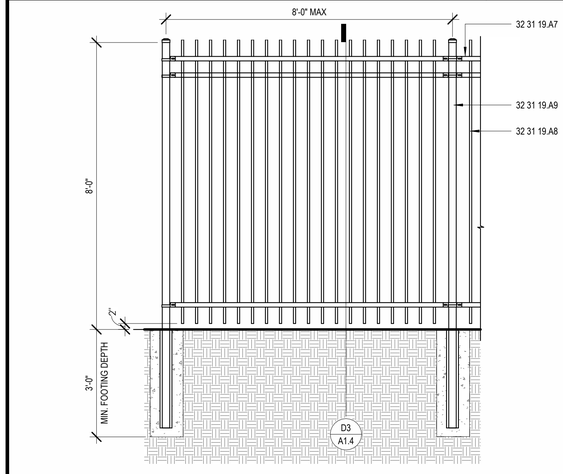
B1 / A1.4 SAND ENCLOSURE - WEST ELEVATION
SCALE: 1/4" = 1'-0"



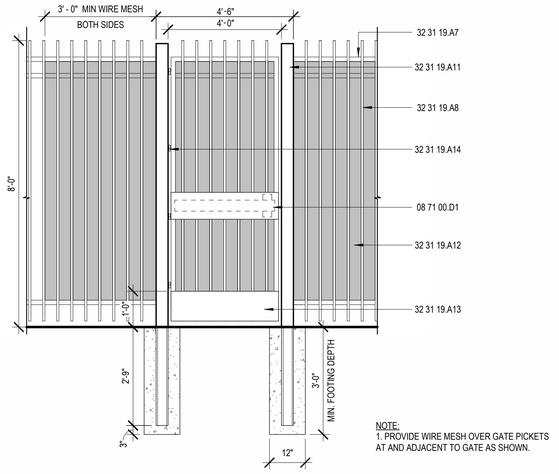
C1 / A1.4 GENERATOR - ENLARGED PLAN
SCALE: 1/4" = 1'-0"



C3 / A1.4 CARPORT - SECTION
SCALE: 1/4" = 1'-0"

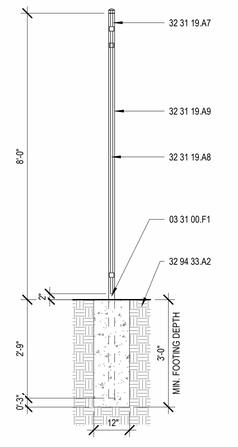


D1 / A1.4 SECURITY FENCE
SCALE: 1/2" = 1'-0"

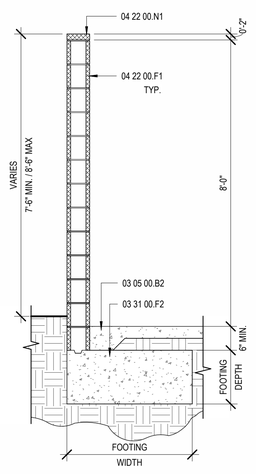


NOTE:
1. PROVIDE WIRE MESH OVER GATE PICKETS AT AND ADJACENT TO GATE AS SHOWN.

D2 / A1.4 PERSONNEL GATE
SCALE: 1/2" = 1'-0"



D3 / A1.4 SECURITY FENCE / GATE
SCALE: 1/2" = 1'-0"



D4 / A1.4 PERIMETER SITE WALL
SCALE: 1/2" = 1'-0"

CONSTRUCTION NOTES

01 07 13.B1	TRUNCATED DOME DETECTABLE WARNING SURFACE, SEE B1/T-6
03 05 00.A1	CONCRETE HOUSEKEEPING PAD
03 05 00.B1	CONCRETE PAVING, SEE CIVIL
03 05 00.B2	CONCRETE WALKWAY, SEE CIVIL
03 05 00.B3	CONCRETE CURB
03 31 00.F1	CONCRETE FOOTING, SEE STRUCTURAL
03 31 00.F2	CONCRETE FOOTING
03 48 00.D1	PRECAST CONCRETE WHEEL STOP
04 22 00.A1	8'-0" HIGH SPLIT-FACE CMU WALL WITH 2" CAP
04 22 00.A2	CMU WALL
04 22 00.A5	3'-4" HIGH SPLIT-FACE CMU WALL WITH 2" CAP
04 22 00.F1	SPLIT FACE CMU
04 22 00.N1	CMU CAP BLOCK
05 12 00.A2	STRUCTURAL STEEL COLUMN
05 12 00.B2	STRUCTURAL STEEL BEAM
05 50 13.D2	STEEL PIPE BOLLARD
07 41 13.A2	TAPERED-RIB-PROFILE, EXPOSED FASTENER METAL ROOF PANEL
07 71 23.A1	GUTTER
08 71 00.D1	PANIC HARDWARE
22 11 13.A5	FIRE HYDRANT, SEE CIVIL
32 31 19.A1	8'-0" HIGH DECORATIVE METAL FENCING
32 31 19.A7	1 1/2" SQUARE 14 GA RAIL
32 31 19.A8	0.75" SQUARE 18 GA PICKET
32 31 19.A9	2 1/2" SQUARE 16 GA POST
32 31 19.A11	3" SQUARE TUBE STEEL POST IN CONCRETE FOOTING
32 31 19.A12	WIRE MESH
32 31 19.A13	10" HIGH MINIMUM SOLID KICKPLATE
32 31 19.A14	HEAVY DUTY SPRING HINGES WELDED TO FRAME
32 31 19.B1	METAL GATE (PAINTED)
32 94 33.A2	FINISH GRADE, SEE CIVIL

LEGEND

- TPO ROOFING WITH SIMULATED STANDING SEAM DÉCOR PROFILE
- TRASH ENCLOSURE/ EARTHQUAKE STORAGE/ SAND STORAGE/ PERIMETER SITE WALL SPLIT-FACE CMU WALLS; COLOR: NATURAL GRAY
- TRASH ENCLOSURE ROOF FASCIA & EXPOSED STRUCTURE; COLOR: MATCH MAIN BUILDING ROOF FASCIA
- TRASH ENCLOSURE METAL GATES; COLOR: MATCH MAIN BUILDING DOORS/FRAMES
- CONCRETE DRIVEWAY, SEE CIVIL
- CONCRETE WALKWAY, SEE CIVIL
- LANDSCAPE, SEE LANDSCAPE

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OXNARD FIRE STATION 3

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OXNARD, CA 93033

CITY OF OXNARD CALIFORNIA

DESCRIPTION:	DATE:
50% SCHEMATIC DESIGN	03/08/24
90% SCHEMATIC DESIGN	06/03/24
DAC SUBMITTAL	08/21/24
DAC RESUBMITTAL	04/09/25
DAC RESUBMITTAL	07/07/25

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PROJECT NUMBER:

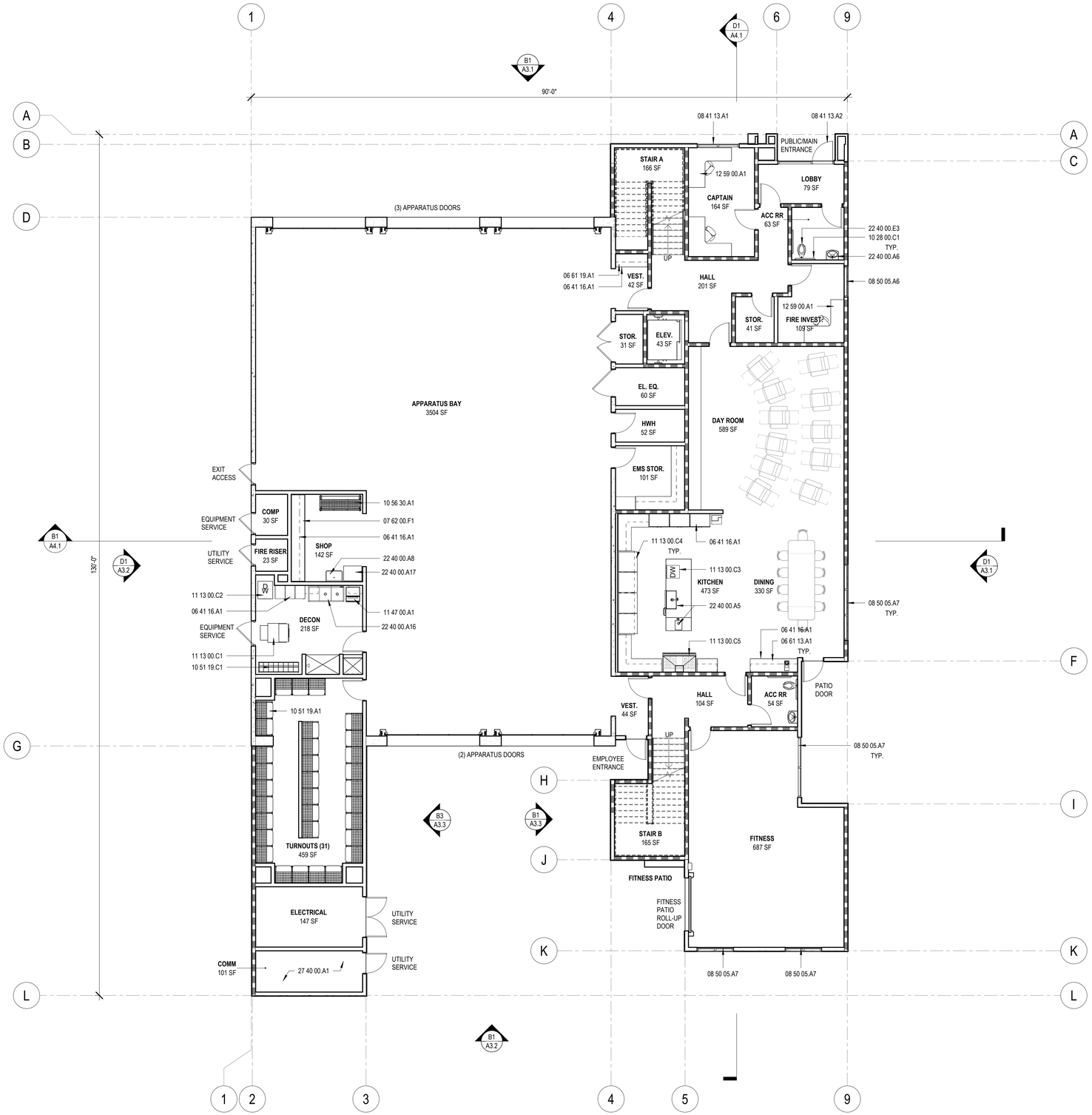
230501

SHEET TITLE:

SITE DETAILS

SHEET NUMBER:

A1.4



D1 A2.1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

CONSTRUCTION NOTES

06 41 16.A1	PLASTIC LAMINATE CASEWORK, SEE FINISH SCHEDULE
06 61 13.A1	QUARTZ COUNTERTOP
06 61 19.A1	SOLID SURFACE COUNTERTOP
07 62 00.F1	SHEET METAL COUNTERTOP
08 41 13.A1	ALUMINUM-FRAMED STOREFRONT SYSTEM
08 41 13.A2	ALUMINUM-FRAMED ENTRANCE DOOR SYSTEM
08 50 05.A6	ALUMINUM OPERABLE WINDOW
08 50 05.A7	ALUMINUM FIXED WINDOW
10 28 00.C1	GRAB BAR
10 51 19.A1	METAL TURNOUT LOCKER
10 51 19.C1	LA DRYING RACK
10 56 30.A1	HOSE STORAGE RACK
11 13 00.C1	EXTRACTOR
11 13 00.C2	STACKED WASHER AND DRYER
11 13 00.C3	DISH WASHER
11 13 00.C4	REFRIGERATOR
11 13 00.C5	RANGE AND HOOD
11 47 00.A1	ICE MACHINE
12 59 00.A1	SYSTEM FURNITURE
22 40 00.A5	SINK
22 40 00.A6	WALL MOUNT SINK
22 40 00.A8	SERVICE SINK
22 40 00.A16	DEEP SINK WITH DRAIN BOARD
22 40 00.A17	PARTS WASHER
22 40 00.E3	TOILET
27 40 00.A1	SECURITY CAMERA DVR

WALL LEGEND

- 2x4 STUD WALL
- 2x4 STUD WALL - 1 HR RATED
- 2x6 STUD WALL
- 2x6 STUD WALL - 1 HR RATED
- 8" CONCRETE WALL
- 18" CONCRETE WALL

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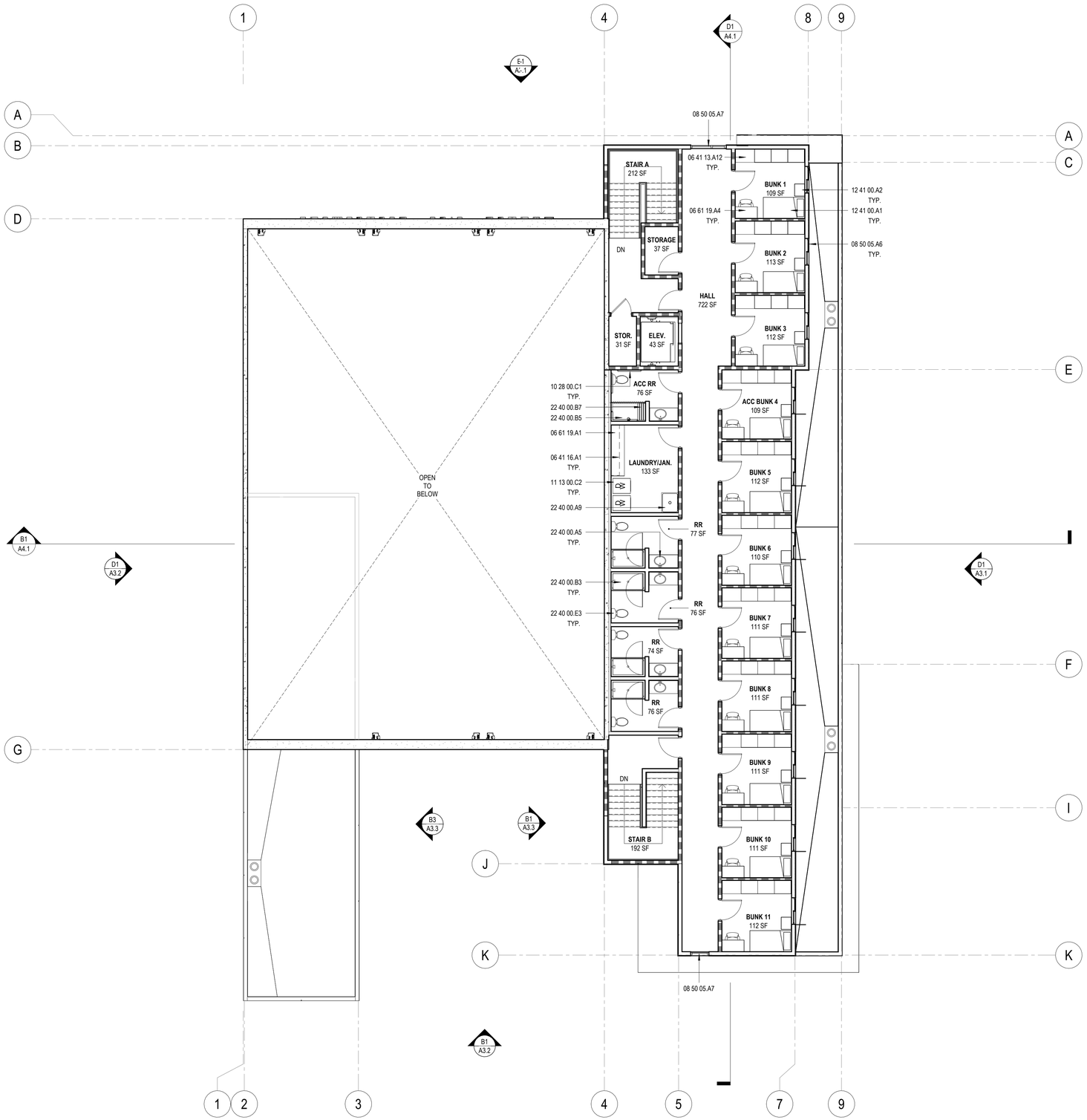
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PROJECT NUMBER:
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SHEET TITLE:
FIRST FLOOR PLAN

SHEET NUMBER:
A2.1



D1 A2.2 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

CONSTRUCTION NOTES

06 41 13.A12	WOOD BUILT-IN CASEWORK, TYP. FOR ALL BUNK ROOMS
06 41 16.A1	PLASTIC LAMINATE CASEWORK, SEE FINISH SCHEDULE
06 61 19.A1	SOLID SURFACE COUNTERTOP
06 61 19.A4	SOLID SURFACE COUNTERTOP, TYP FOR ALL BUNK ROOMS
08 50 05.A6	ALUMINUM OPERABLE WINDOW
08 50 05.A7	ALUMINUM FIXED WINDOW
10 28 00.C1	GRAB BAR
11 13 00.C2	STACKED WASHER AND DRYER
12 41 00.A1	BED, TYP. FOR ALL BUNK ROOMS
12 41 00.A2	NIGHT STAND, TYP. FOR ALL BUNK ROOMS
22 40 00.A5	SINK
22 40 00.A9	MOP SINK
22 40 00.B3	PRE-FABRICATED SHOWER PAN
22 40 00.B5	PRE-FABRICATED ROLL-IN SHOWER PAN
22 40 00.B7	ACCESSIBLE SHOWER SEAT
22 40 00.E3	TOILET

WALL LEGEND

- 2x4 STUD WALL
- 2x4 STUD WALL - 1 HR RATED
- 2x6 STUD WALL
- 2x6 STUD WALL - 1 HR RATED
- 8" CONCRETE WALL
- 18" CONCRETE WALL

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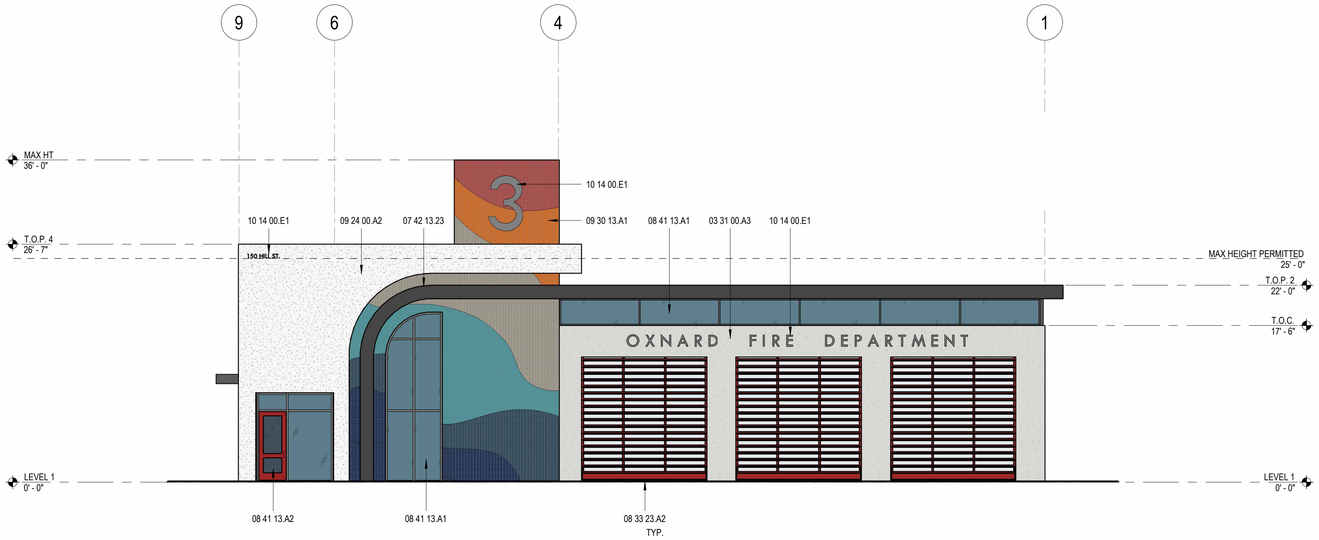
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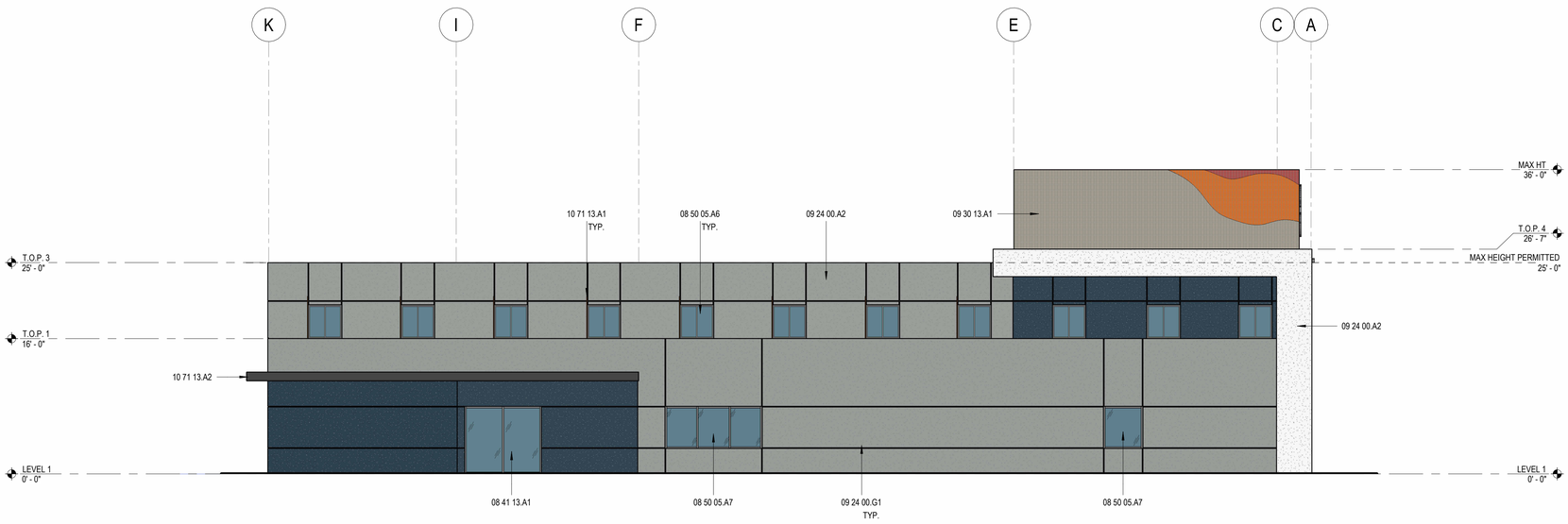
SECOND FLOOR PLAN

SHEET NUMBER:

A2.2



B1 / A3.1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



D1 / A3.1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

CONSTRUCTION NOTES

03 31 00.A3	CAST-IN-PLACE CONCRETE WALL (TYPE 1L)
07 42 13.23	METAL COMPOSITE MATERIAL WALL PANELS
08 33 23.A2	OVERHEAD RAPID COILING DOOR
08 41 13.A1	ALUMINUM-FRAMED STOREFRONT SYSTEM
08 41 13.A2	ALUMINUM-FRAMED ENTRANCE DOOR SYSTEM
08 50 05.A6	ALUMINUM OPERABLE WINDOW
08 50 05.A7	ALUMINUM FIXED WINDOW
09 24 00.A2	STUCCO, SEE FINISH SCHEDULE
09 24 00.G1	CONTROL JOINT
09 30 13.A1	CERAMIC TILE
10 14 00.E1	DIMENSIONAL LETTER SIGNAGE
10 71 13.A1	PERFORATED METAL PANEL VERTICAL SUNSHADE
10 71 13.A2	METAL COMPOSITE MATERIAL HORIZONTAL SUNSHADE

LEGEND / FINISH SCHEDULE

- STUCCO WALL FINISH 'A' (BASIS-OF-DESIGN: DRYVIT STRATATONE, COLOR: CHINA WHITE)
- STUCCO WALL FINISH 'B' (BASIS-OF-DESIGN: DRYVIT STRATATONE, COLOR: TWILIGHT GRAY)
- STUCCO WALL FINISH 'C' (BASIS-OF-DESIGN: DRYVIT STRATATONE, COLOR: GRAY FLANNEL)
- CONCRETE WALL (TYPE 1L)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: RED)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: CLEMENTINE)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: ARCHITECTURAL GRAY)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: OCEAN BLUE)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: NAVY)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: NAUTICAL BLUE)
- ALUMINUM COMPOSITE METAL (ACM) PANELS (BASIS-OF-DESIGN: ALUCOBOND, COLOR: GREYHOUND)
- OVERHEAD RAPID COILING DOORS AND MAIN ENTRANCE (COLOR: RAL 3001)

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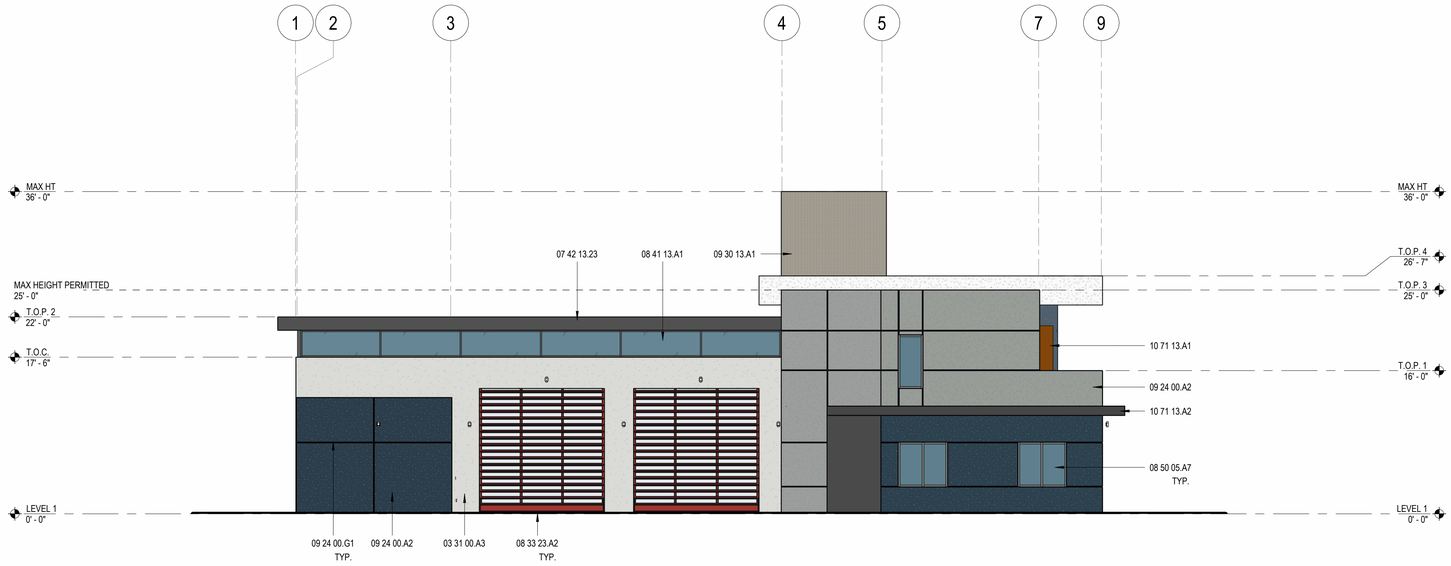
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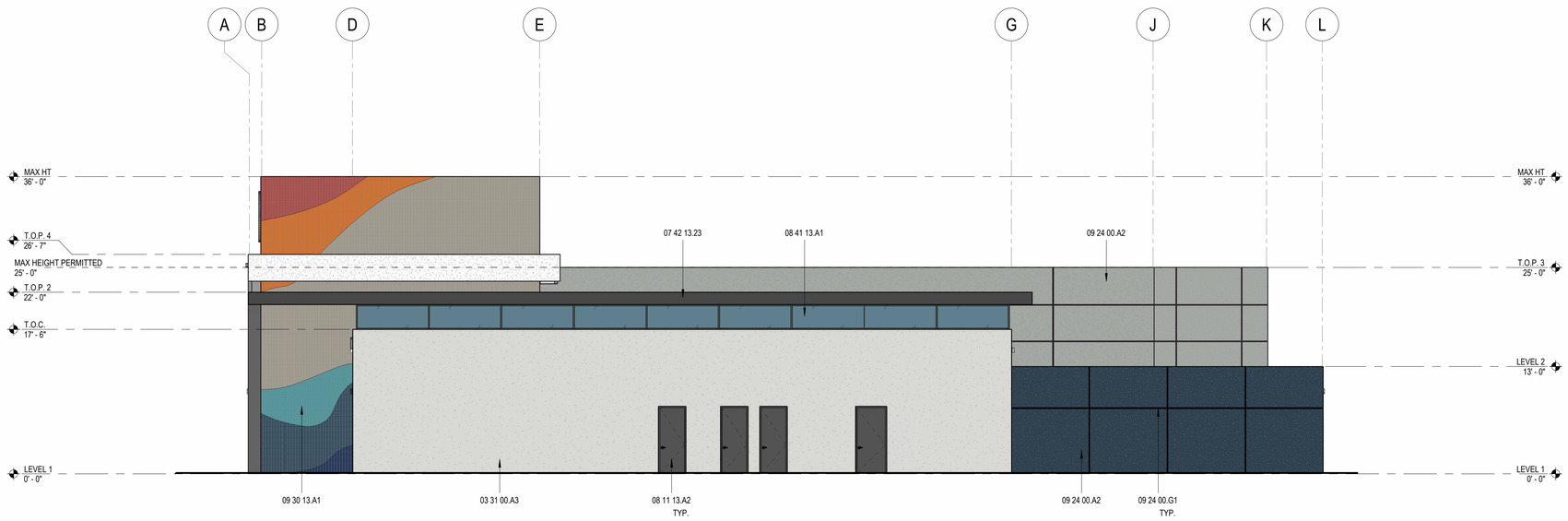
EXTERIOR ELEVATIONS

SHEET NUMBER:

A3.1



B1
A3.2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



D1
A3.2 WEST ELEVATION
SCALE: 1/8" = 1'-0"

CONSTRUCTION NOTES

03 31 00.A3	CAST-IN-PLACE CONCRETE WALL (TYPE 1L)
07 42 13.23	METAL COMPOSITE MATERIAL WALL PANELS
08 11 13.A2	HOLLOW METAL DOOR AND FRAME
08 33 23.A2	OVERHEAD RAPID COILING DOOR
08 41 13.A1	ALUMINUM-FRAMED STOREFRONT SYSTEM
08 50 05.A7	ALUMINUM FIXED WINDOW
09 24 00.A2	STUCCO, SEE FINISH SCHEDULE
09 24 00.G1	CONTROL JOINT
09 30 13.A1	CERAMIC TILE
10 71 13.A1	PERFORATED METAL PANEL VERTICAL SUNSHADE
10 71 13.A2	METAL COMPOSITE MATERIAL HORIZONTAL SUNSHADE

LEGEND / FINISH SCHEDULE

- STUCCO WALL FINISH 'A' (BASIS-OF-DESIGN: DRYVIT STRATATONE, COLOR: CHINA WHITE)
- STUCCO WALL FINISH 'B' (BASIS-OF-DESIGN: DRYVIT STRATATONE, COLOR: TWILIGHT GRAY)
- STUCCO WALL FINISH 'C' (BASIS-OF-DESIGN: DRYVIT STRATATONE, COLOR: GRAY FLANNEL)
- CONCRETE WALL (TYPE 1L)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: RED)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: CLEMENTINE)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: ARCHITECTURAL GRAY)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: OCEAN BLUE)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: NAVY)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: NAUTICAL BLUE)
- ALUMINUM COMPOSITE METAL (ACM) PANELS (BASIS-OF-DESIGN: ALUCOBOND, COLOR: GREYHOUND)
- OVERHEAD RAPID COILING DOORS AND MAIN ENTRANCE (COLOR: RAL 3001)

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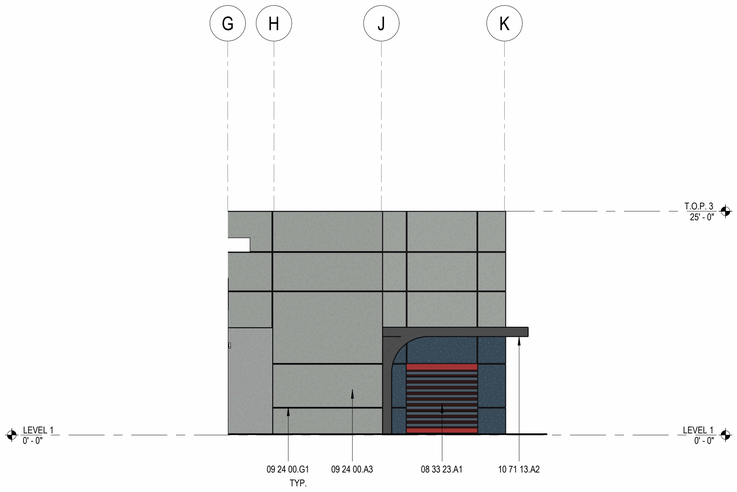
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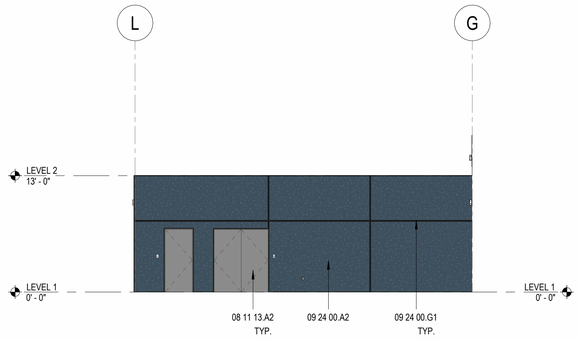
PROJECT NUMBER:
230501

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A3.2



B1 / A3.3 PARTIAL WEST ELEVATION
SCALE: 1/8" = 1'-0"



B3 / A3.3 PARTIAL EAST ELEVATION
SCALE: 1/8" = 1'-0"

CONSTRUCTION NOTES

08 11 13.A2	HOLLOW METAL DOOR AND FRAME
08 33 23.A1	OVERHEAD COILING DOOR
09 24 00.A2	STUCCO, SEE FINISH SCHEDULE
09 24 00.A3	STUCCO OVER EXPANDED METAL LATH
09 24 00.G1	CONTROL JOINT
10 71 13.A2	METAL COMPOSITE MATERIAL HORIZONTAL SUNSHADE

LEGEND / FINISH SCHEDULE

- STUCCO WALL FINISH 'A' (BASIS-OF-DESIGN: DRYVIT STRATATONE, COLOR: CHINA WHITE)
- STUCCO WALL FINISH 'B' (BASIS-OF-DESIGN: DRYVIT STRATATONE, COLOR: TWILIGHT GRAY)
- STUCCO WALL FINISH 'C' (BASIS-OF-DESIGN: DRYVIT STRATATONE, COLOR: GRAY FLANNEL)
- CONCRETE WALL (TYPE 1L)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: RED)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: CLEMENTINE)
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- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: OCEAN BLUE)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: NAVY)
- CERAMIC TILE (BASIS-OF-DESIGN: DALTILE KEYSTONE 2X2 MOSAIC MESH, COLOR: NAUTICAL BLUE)
- ALUMINUM COMPOSITE METAL (ACM) PANELS (BASIS-OF-DESIGN: ALUCOBOND, COLOR: GREYHOUND)
- OVERHEAD RAPID COILING DOORS AND MAIN ENTRANCE (COLOR: RAL 3001)

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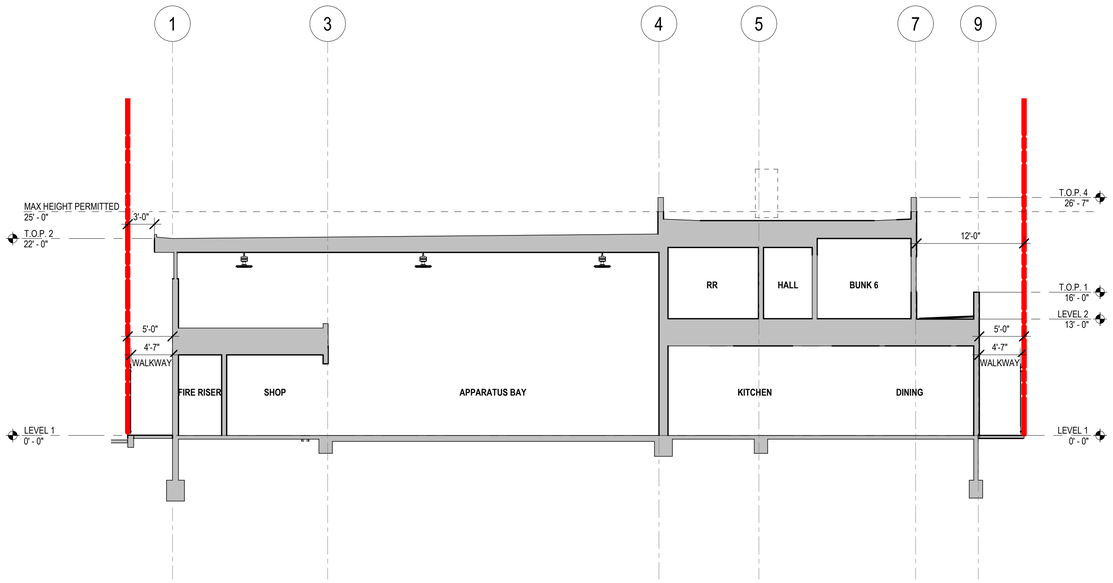
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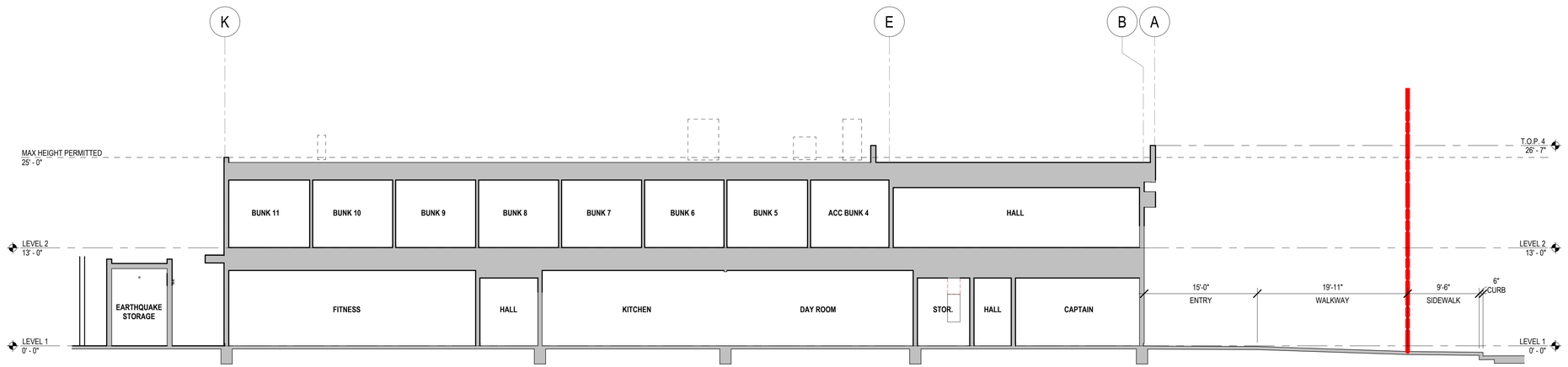
EXTERIOR ELEVATIONS

SHEET NUMBER:

A3.3



B1 / A4.1 BUILDING SECTION
SCALE: 1/8" = 1'-0"



D1 / A4.1 BUILDING SECTION 2
SCALE: 1/8" = 1'-0"

CONSTRUCTION NOTES

GENERAL NOTES

1. APPROXIMATE LOCATION(S) AND SIZE(S) OF ROOF-MOUNTED EQUIPMENT SHOWN DASHED. LOCATION(S) AND SCREENING REQUIREMENTS SHALL BE VERIFIED BY ARCHITECT.

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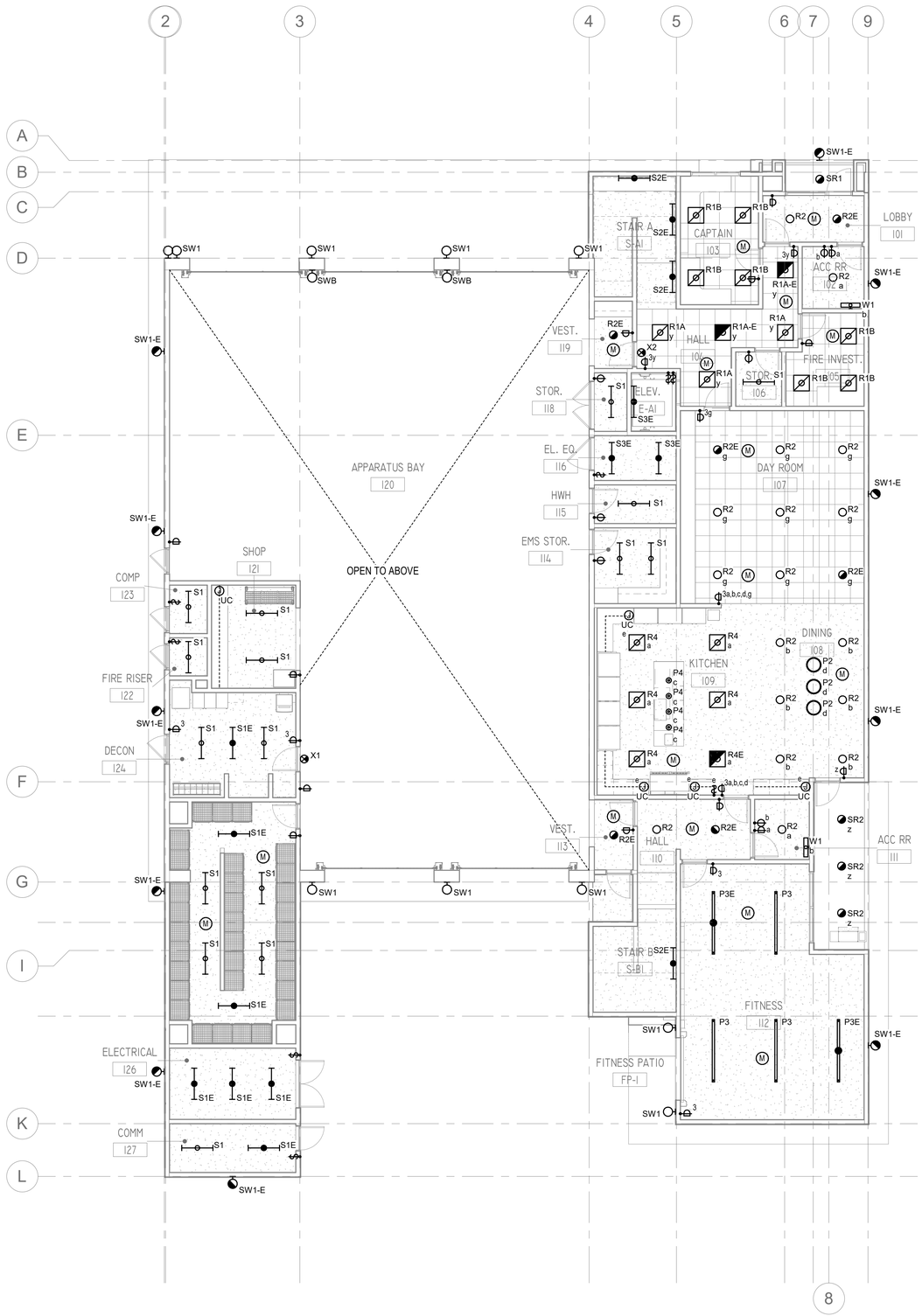
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PROJECT NUMBER:
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SHEET TITLE:
BUILDING SECTIONS

SHEET NUMBER:
A4.1



1 FIRST FLOOR LIGHTING PLAN
E1.1 SCALE: 1/8" = 1'-0"

0' 4' 8' 16' 32'
Scale: 1/8" = 1'-0" (1:96)

GENERAL NOTES - LIGHTING

1	ALL 20A 120V BRANCH CIRCUITS THAT EXCEED 100' SHALL USE #10AWG CONDUCTORS.
2	ALL 20A 277V BRANCH CIRCUITS THAT EXCEED 150' SHALL USE #10AWG CONDUCTORS.
3	ALL CORRIDOR AND STAIRS LIGHTING MOTION SENSORS SHALL REDUCE LIGHTING IN CORRIDOR BY 50% WHEN UNOCCUPIED.
4	VERIFY ALL FINISHES AND MOUNTING WITH ARCHITECT PRIOR TO PROCUREMENT.
5	ALL CEILING OCCUPANCY SENSORS TO BE 2FT MINIMUM FROM MECHANICAL DIFFUSES. FOLLOW MANUFACTURERS RECOMMENDATIONS.
6	PROVIDE MANUFACTURERS SHOP DRAWINGS FOR ALL LIGHTING CONTROLS PRIOR TO ROUGH IN.
7	ALL LIGHTING IS BACKED UP BY THE FULL STATION GENERATOR AND EMERGENCY BATTERY PACKS ARE TO BRIDGE THE GAP BEFORE THE GENERATOR KICKS ON.
8	EXIT SIGNS AND PATH OF EGRESS SHALL BE ILLUMINATED AT ALL TIMES. TO ENSURE CONTINUOUS EGRESS ILLUMINATION SHALL BE CONNECTED TO AN EMERGENCY POWER SYSTEM WITH STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR.
9	ALL DEVICES IN LOCATIONS OTHER THAN ACT OR DRYWALL SHALL HAVE SS COVER PLATES. AREA'S INCLUDE BUT NOT LIMITED TO APPARATUS BAY, TURN OUTS, AND DECON.
10	SLIDE DIMMERS ARE NOT PERMITTED ON THIS PROJECT.
11	ALL DEVICES AT COUNTERTOP AND BACKSPLASH IN KITCHEN SHALL HAVE SS COVER PLATES.

SHEET KEYNOTES

005-153

LICENSED PROFESSIONAL ENGINEER JUSTIN NATHANIEL ELECTRICAL STATE OF CALIFORNIA
NOT FOR CONSTRUCTION
Exp 03/31/25

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SAN DIEGO, CA 92123
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9150 CHESAPEAKE DR, STE 220
SAN DIEGO, CA 92123
www.ELENconsulting.com

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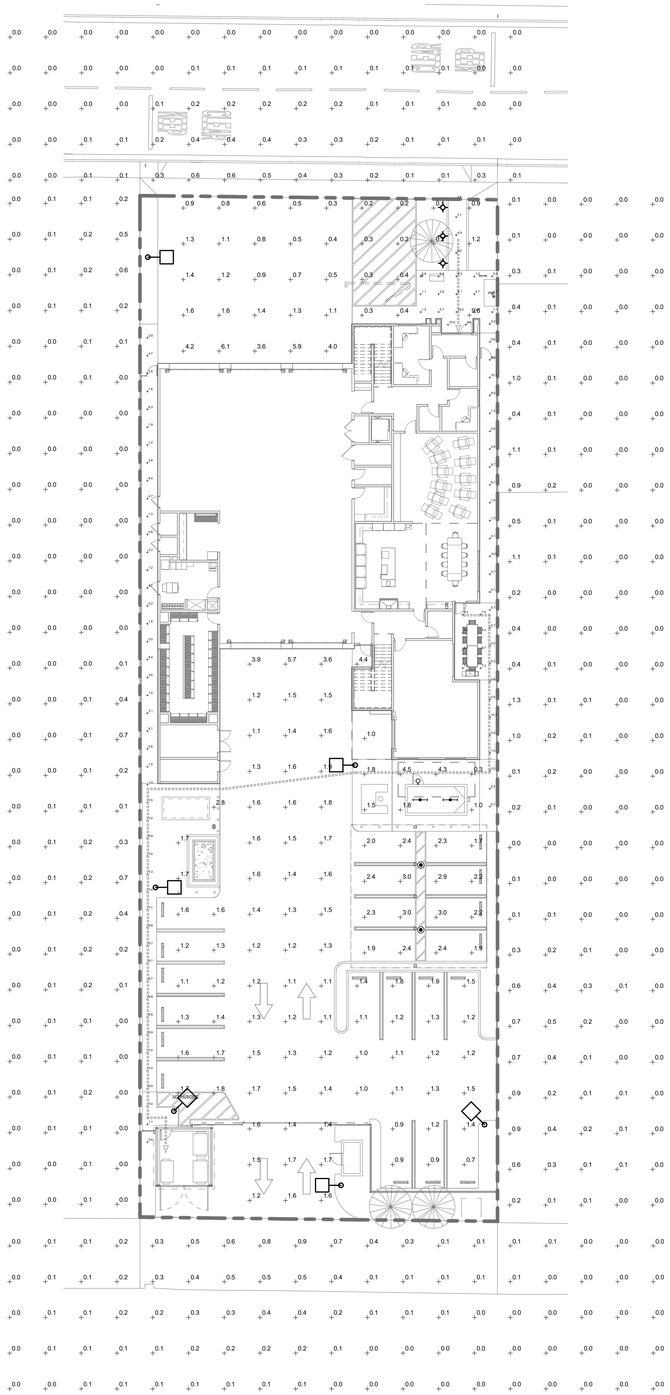
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PROJECT NUMBER:
005-153

SHEET TITLE:
FIRST FLOOR LIGHTING PLAN

SHEET NUMBER:
E1.1



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
COVERED PARKING	+	2.3 fc	4.5 fc	0.3 fc	15.0:1	7.7:1
EAST CORRIDOR		4.9 fc	10.7 fc	0.2 fc	53.5:1	24.6:1
ENTRY PATH		3.1 fc	13.0 fc	0.6 fc	21.7:1	5.2:1
FRONT PARKING	+	1.5 fc	9.6 fc	0.1 fc	96.0:1	15.0:1
LIGHT TRESPASS - EAST	+	0.1 fc	1.3 fc	0.0 fc	N/A	N/A
LIGHT TRESPASS - NORTH	+	0.1 fc	0.6 fc	0.0 fc	N/A	N/A
LIGHT TRESPASS - SOUTH	+	0.1 fc	0.9 fc	0.0 fc	N/A	N/A
LIGHT TRESPASS - WEST	+	0.1 fc	0.7 fc	0.0 fc	N/A	N/A
NORTH ENTRY	+	9.8 fc	10.0 fc	9.6 fc	1.0:1	1.0:1
WEST CORRIDOR	+	2.7 fc	8.4 fc	0.7 fc	12.0:1	3.9:1
BACK PARKING LOT	+	1.5 fc	5.7 fc	0.7 fc	8.1:1	2.1:1

1 E4.5 SITE PHOTOMETRIC & LIGHT TRESPASS
SCALE: 1" = 20'-0"

005-153

REGISTERED PROFESSIONAL ENGINEER JUN NATHANIEL ELECTRICAL STATE OF CALIFORNIA
NOT FOR CONSTRUCTION
Exp 03/31/25

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PROJECT NUMBER:

005-153

SHEET TITLE:

LIGHT TRESPASS PHOTOMETRIC

SHEET NUMBER:

E4.5

ATTACHMENT
3

FINAL IS/MND (MND NO. 25-03) OXNARD FIRE STATION NO. 3 PROJECT

See Link Below

https://www.oxnard.gov/community-development/planning-environmental-services/environmental-postings

RESOLUTION NO. 2026-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING CITY COUNCIL ADOPTION OF A MITIGATED NEGATIVE DECLARATION NO. 25-03 TO ALLOW THE PROPOSED CONSTRUCTION OF A NEW TWO-STORY FIRE STATION NO. 2 AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130). FILED BY CITY OF OXNARD PUBLIC WORKS DEPARTMENT (THE "APPLICANT") ON BEHALF OF THE CITY OF OXNARD, LLC, 214 S. C STREET, OXNARD, CALIFORNIA 93030 (THE "PROPERTY OWNER").

WHEREAS, on October 7 , 2024, City of Oxnard Public Works Department (the "Applicant" and/or "Permittee"), submitted a request to approve Planning and Zoning Permit No. 24-500-07 (Special Use Permit), to allow for the demolition an existing one-story fire station (Oxnard Fire Station No. 3) and the construction of a new two-story fire station building (Fire Station No. 3), reduced front yard/setbacks, reduced side yards/setbacks, increased lot coverage, and increased building height, use of tandem parking, exterior building signage, locating a trash enclosure near the property line, and related improvements located on the existing 0.66-acre property at 150 Hill Street ("the Project"). The Special Use Permit allows for the development of Fire Station No. 3 on the property; and

WHEREAS, on October 7, 2024, the "applicant" also filed the following entitlement applications with the City of Oxnard, Special Use Permit (PZ 24-500-07), Zone Change (PZ 24-570-02), General Plan Amendment (PZ 24-620-03), Zone Text Amendment (PZ 24-580-03), and Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03; and

WHEREAS, the City is the lead agency for purposes of the project pursuant to Public Resources Code section 21067; and

WHEREAS, the City determined that the Project and its associated actions are subject to the environmental review requirements of the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Development Advisory Committee (DAC) reviewed the plans on May 7, 2025, and provided conditions of approval for the project that are incorporated within the recommended permits; and

WHEREAS, Pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant. Therefore, the Planning Division has prepared a Mitigated Negative Declaration with mitigation measures and monitoring program in accordance with the provisions of CEQA, including, without limitation CEQA Guidelines Sections 15070, 15071, 15072, and 15073, which have been incorporated as conditions; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Draft Mitigated Negative Declaration (IS/MND), State Clearinghouse (SCH) No. 2025101167 for the Project was published and posted on October 27, 2025, at the State Office of Land Use and Climate Innovation (LCI) website and at the Ventura County Recorder's Office pursuant to CEQA Guidelines Sections

15072 and 15073; and

WHEREAS, the public comment period on the Draft IS/MND ran for thirty (30) days commencing on October 27, 2025 and ending on November 26, 2025; and

WHEREAS, after the close of the comment period on the IS/MND, the IS/MND was modified as set forth in Chapter 2 Response to Comments of the Final IS/MND document; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final IS/MND No. 25-03 containing all comments received on the Draft IS/MND written responses to all substantive comments, and necessary changes to the text of the Draft IS/MND; and

WHEREAS, on April 2, 2026, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the Final IS/MND No. 25-03; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the adoption of the Final IS/MND No. 25-03; and

WHEREAS, the comments of the Commissioners, agencies, interested groups, and members of the public have received adequate responses.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends City Council adoption of a Final IS/MND No. 25-03 attached to the staff report and incorporated by reference.

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Final IS/MND has been completed in compliance with the California Environmental Quality Act (California Public Resources Code Section 21000 – 21189).

SECTION 3. The Final IS/MND was presented to the Planning Commission, which, at a hearing before the public, reviewed and considered the information contained in the Initial Study/Mitigated Negative Declaration prior to taking action regarding the Project and its associated development entitlements.

SECTION 4. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds pursuant to CEQA Guidelines §15074, the Final MND reflects the City's independent judgment and analysis. The Planning Commission has independently reviewed and analyzed the Final IS/MND No. 25-03 prepared for the Project. The Final IS/MND is an accurate and complete statement of the potential environmental impacts of the project. The Final IS/MND was prepared under the direction of the City of Oxnard Planning Division and reflects its independent judgment and analysis of the environmental impacts.

SECTION 5. The Planning Commission hereby recommends City Council adoption of the Final IS/MND No. 25-03 set forth attached hereto and incorporated herein by reference, and based thereon and on the Record as a whole, the Planning Commission hereby finds that all potentially significant environmental effects of the Project and its associated development entitlement actions

have been reduced to a less-than-significant level in that all significant environmental effects have been eliminated or substantially lessened as set forth in the IS/MND. Based upon the foregoing, the Planning Commission determines that the Project and its associated actions will not have a significant effect upon the environment.

SECTION 6. The Planning Commission hereby recommends City Council adoption of the mitigation measures set forth in the Final IS/MND No. 25-03 and its accompanying Mitigation, Monitoring, and Reporting Program ("MMRP"), pursuant to Public Resources Code Section 21081.6, which is a program design to ensure compliance with the mitigation measures imposed to avoid or substantially lessen the significant effects identified in the Mitigated Negative Declaration/Initial Study and said mitigation measures are described in the MMRP included therein and incorporated herein by reference.

SECTION 7. The Planning Commission hereby approves the resolution recommending City Council adoption of Final IS/MND No. 25-03 attached to the staff report and incorporated by reference.

SECTION 8. The Secretary shall certify the adoption of this Resolution.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of April, 2026, by the following vote:

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 2nd day of April 2026, and carried by the following vote:

AYES: Commissioner(s): Arruejo, Stewart, Lopez, Nash, Schuelke, Barcena, Fraire

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, Secretary

RESOLUTION NO. 2026-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING CITY COUNCIL APPROVAL OF PLANNING AND ZONING PERMIT NO. 24-500-07 (SPECIAL USE PERMIT) TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130). FILED BY CITY OF OXNARD PUBLIC WORKS DEPARTMENT (THE "APPLICANT") ON BEHALF OF THE CITY OF OXNARD, LLC, 214 S. C STREET, OXNARD, CALIFORNIA 93030 (THE "PROPERTY OWNER").

WHEREAS, on October 7, 2024, City of Oxnard Public Works Department (the "Applicant" and/or "Permittee"), submitted a request to approve Planning and Zoning Permit No. 24-500-07 (Special Use Permit), to allow for the demolition an existing one-story fire station (Oxnard Fire Station No. 3) and the construction of a new two-story fire station building (Fire Station No. 3), reduced front yard/setbacks, reduced side yards/setbacks, increased lot coverage, and increased building height, use of tandem parking, exterior building signage, locating a trash enclosure near the property line, and related improvements located on the existing 0.66-acre property at 150 Hill Street ("the Project"). The Special Use Permit allows for the development of the fire station; and

WHEREAS, on October 7, 2024, the "applicant" also filed the following entitlement applications with the City of Oxnard, Zone Change (PZ 24-570-02), General Plan Amendment (PZ 24-620-03), Zone Text Amendment (PZ 24-580-03), and Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03; and

WHEREAS, the City of Oxnard as the Lead Agency, has prepared Final IS/MND No. 25-03 in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines; and

WHEREAS, pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant. Therefore, the Planning Division has prepared a Mitigated Negative Declaration with mitigation measures and monitoring program in accordance with the provisions of CEQA, including, without limitation CEQA Guidelines Sections 15070, 15071, 15072, and 15073, which have been incorporated as conditions; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Draft Mitigated Negative Declaration (IS/MND) (MND No. 25-03) for the Project was published and posted on October 27, 2025, at the State Office of Land Use and Climate Innovation (LCI) website and at the Ventura County Recorder's Office pursuant to CEQA Guidelines Sections 15072 and 15073; and

WHEREAS, the public comment period on the Draft IS/MND ran for thirty (30) days commencing on October 27, 2025 and ending on November 26, 2025; and

WHEREAS, after the close of the comment period on the IS/MND, the IS/MND was modified as set forth in Chapter 2 Response to Comments of the Final IS/MND document; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final IS/MND No. 25-03 containing all comments received on the Draft IS/MND, written responses to all substantive comments, and necessary changes to the text of the Draft IS/MND; and

WHEREAS, on April 2, 2026, the Planning Commission conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 24-500-07 (Special Use Permit) for the demolition an existing one-story fire station (Oxnard Fire Station No. 3) and the construction of a new two-story Fire Station No. 3 building and related improvements, in accordance with Sections 16-530 through 16-553 (Special Use Permit) of the Oxnard City Code; and

WHEREAS, Section 16-536 of the Oxnard City Code authorizes the Planning Commission to approve a Special Use Permit; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project meets the criteria set out in Section 16-531 (Special Use Permit) of the Oxnard City Code, contingent on approval of the associated General Plan Amendment to amend the designation from Residential Low Medium (RLM) to Public Semi Public (PSP); Zone Change to change the zone from Multiple Family Residential Zone (R-2) to Community Reserve (CR); and Zone Text Amendment related to maximum lot coverage; and

WHEREAS, the Commission considered Final IS/MND No. 25-03 prior to taking action on the Project; and

WHEREAS, the Development Advisory Committee (DAC) reviewed the plans on May 7, 2025, and provided conditions of approval for the project that are incorporated within the recommended permits; and

WHEREAS, the Planning Commission finds that the Project conforms to the City of Oxnard 2030 General Plan elements thereof, and the Oxnard City Code for the reasons set forth in the Planning Commission Staff Report; and

WHEREAS, the Planning Commission finds after due study and deliberation that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Staff Report and all attachments thereto, pursuant to Section 16-531 of the Oxnard City Code, the Planning Commission finds with respect to the Special Use Permit:

1. **The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.**

   As described in the Staff Report, the project proposes a General Plan Amendment to amend the designation from Residential Low Medium (RLM) to Public Semi Public (PSP), Zone Change from Multiple Family Residential Zone (R-2) to Community Reserve (CR), and Zone Text Amendment allowing projects to exceed the maximum lot coverage of 25% with a Special Use Permit. Development of Fire Station No. 3 located in a community reserve zone is consistent with General Plan goals and policies, which promotes enhancing resident quality of life as well as space for the expansion of public facilities to support the community's vision.

2. **The nature, condition and development of adjacent uses, buildings and structures shall be considered, and no proposed special use permit shall be granted if the approval body finds such use will adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare.**

   The project proposes to construct a new two-story Fire Station No. 3. The project site is surrounded by residential and religious facility (church) uses. The proposed project, including uses and structures, is in alignment with the neighboring uses, buildings, and structures, and therefore will not adversely affect or be materially detrimental to such uses, buildings, or structure, nor to the public health, safety and general welfare.

3. **The site that is subject to the special use permit shall be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and items which may be required by Section 16-532.**

   The size and shape of the project site allows for the development of yards, walls, fences, and parking, as required by the project. Proposed exceptions to front yard setback, side yard setback, lot coverage and building height, per the SUP accommodate the specific requirements of the Fire Station 3 development project. Given these circumstances, the site for the proposed use is adequate in size and shape.

4. **The site that is subject to the special use permit shall be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate.**

   As described in the Staff Report, the project will be accessed via two driveways taking access from Hill Street to the North and an alley to the South. The site will be

served by streets and highways adequate in width and structure to carry the kind and quantity of traffic the proposed project is anticipated to generate, which is minimal given that the use is a fire station.

5. **The site that is subject to the special use permit shall be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

   As a condition of approval for the special use permit, the applicant shall be required to design and construct stormwater facilities that provide stormwater treatment that meets the requirements of the County of Ventura. Other existing services are adequate to provide for the proposed project.

SECTION 4. The Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment as identified and discussed in IS/MND No. 25-03. Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, has prepared an IS/MND (State Clearinghouse No. 2025101167) in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The IS/MND identifies and discusses potential impacts, mitigation measures, and monitoring requirements.

SECTION 5. Based on the findings set forth herein and the Staff Report and all attachments thereto, the Planning Commission hereby recommends City Council approval of Planning and Zoning Permit No. 24-500-07 (Special Use Permit), subject to the attached conditions of approval.

SECTION 6. This Resolution shall not become effective unless and until the City of Oxnard City Council adopts Final IS/MND No. 25-03 and approves the associated Zone Text Amendment (PZ No. 24-580-03), General Plan Amendment (PZ 24-620-03), and Zone Change (PZ 24-570-02). If the City Council fails to approve any of these permits, then this Resolution shall become null and void and be of no further force and effect.

SECTION 7. The decision of the Planning Commission shall be final unless an appeal of the action is filed in accordance with the provisions of Section 16-545 of the Oxnard City Code or Section 17-58 of the Oxnard City Code.

SECTION 8. The Secretary shall certify the adoption of this Resolution.

CONDITIONS OF APPROVAL

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This Project permit is granted for the plans approved April 2, 2026, (collectively, "the plans") on file with the Planning Division and approved pursuant to this Resolution. The Project shall conform to the plans, except as otherwise specified in these conditions or a modification is approved pursuant to the approval of the Community Development Director, or designee.

2. All required off-site and on-site improvements for the project, as outlined for each phase, including structures, paving, and landscaping, shall be completed prior to final inspection unless the Community Development Director, or designee allows for the improvements to be deferred.

3. By commencing any activity related to the project or using any structure authorized by this permit, Permittee accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)

4. Permittee shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, the original completed, signed and notarized document, together with the required fees, shall be submitted to the Planning Manager for recordation.

5. Permittee shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code.

6. Permittee shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit.

7. Permittee shall not permit any combustible refuse or other flammable materials to be burned on the project property.

8. Permittee shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief.

LANDSCAPE STANDARD CONDITIONS

9. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, the Permittee shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Community Development Department and obtain approval of such plans. (PK/DS, *PK-2*)

10. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)

WATER CONSERVATION

11. The design of the irrigation system shall include a water sensor shut off device as a water conservation measure. (PK, PK-22)

12. At time of submittal for plan check, the project's Landscape Architect or Architect shall provide the Community Development Department with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

13. The Landscape Plans submitted to the Building and Engineering Division shall include a note that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)

LANDSCAPE SPECIAL CONDITIONS

14. The final landscape plan shall be reviewed and approved by the Public Works Director or their designee prior to the issuance of a building permit. (PL)

PLANNING DIVISION

15. Plans submitted for building permit applications, including pre-manufactured structures, shall show on the building elevation sheets all exterior building materials and colors,

including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)

16. Any application for a Minor Modification to the project shall be accompanied by three copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)

17. Before building permits are issued, the improvement plans prepared for the project shall include a reproduction of all conditions of this permit as adopted by Resolution of the Community Development Director in all sets of construction documents and specifications for the project. If the architectural, structural, and civil improvements are submitted as one set for building permits, the conditions shall be on the architectural set. (PL, PL-3)

18. Permittee may not modify any use approved by this permit unless the Planning Division Manager determines that Permittee has provided the parking required by the City Code for the modified use. (PL, PL-7)

19. Parking areas shall be between 1 and 7-foot candles and shall be in harmony with existing adjacent lighting schemes. Lighting bollards shall not be used as part of the foot candle calculation on photometric sheets.

20. During the plan check review process, the Permittee shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)

21. Prior to issuance of building permits, the Permittee shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Permittee shall submit a plan showing both the lighting and landscape on the same sheet.

22. Outdoor lighting instruments shall not be placed in close proximity to trees. In the event outdoor lighting instruments and trees are in close proximity an Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This plan shall include all outdoor areas as well as the parking facility. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This plan shall include all outdoor areas as well as the parking facility. Plan sheet shall include:

    a. Tree species table which shows canopy bottom, top, and broadest diameter at a 20-year maturity. Bottom of tree canopies shall not be less than 15-above any drive area to provide clearance for Fire and Solid Waste Vehicles.

b. Uplighting shall not count towards the photometric foot-candle requirements.

c. Areas where walkways exist opposite from parking stalls, Pole and arm instruments should be placed directly opposite from finger-planters.

d. Luminaires used in the photometric calculations shall only include those instruments mounted 8-feet or more above walking/driving surface. (PL)

23. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Permittee shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street to the satisfaction of the Public Works Director. (PL/B, *PL-8*)

24. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, PL-9)

25. Dust control shall be provided at all times during project property preparation and construction activities. (B/DS, PL-13)

26. Prior to issuance of building permits, Permittee shall pay the document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16).

27. If roof heating and cooling systems and other exterior mechanical equipment are proposed and located from adjoining property and public streets, the design shall recess or screen the roof exterior mechanical components. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. A note shall be placed on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, PL-41)

28. Exterior utility meter panels if proposed shall be painted to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, PL-43)

29. Permittee shall comply with the provisions of applicable VCAPCD (Ventura County Air Pollution Control District) Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). (PL)

30. This permit is granted subject to the approval of Zone Change (PZ 24-570-02) for the project property. (PL)

31. This permit is granted subject to the approval of General Plan Amendment (PZ 24-620-03) for the project property. (PL)

32. This permit is granted subject to the approval of Zone Text Amendment (24-580-03) to allow for increased lot coverage subject to a SUP. (PL)

33. This permit shall automatically become null and void 36 months from the effective date of the proposed Zone Change (PZ 24-570-02) and Zone Text Amendment (24-580-03) (30 days after the second reading), unless Permittee has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements.

PLANNING DIVISION MITIGATED NEGATIVE DECLARATION MITIGATION MEASURES

34. The following Mitigation Measures originally set forth in the Reporting/Monitoring Program, adopted for Oxnard Fire Station No. 3 Mitigated Negative Declaration (MND 25-03), shall be fully satisfied to the extent each applies to the Project, as set forth in detail in the Project's CEQA Consistency Checklist. The measures shall be included as conditions of required permit action to the extent each applies to the Project, and compliance shall result in potential impacts reduced to a level of less than significant and there shall be no residual impacts from the proposed Project. In the event of a conflict between the Project's CEQA MMRP and the below conditions, the former shall govern and control. Proposed mitigation for those impacts is as follows:

Biological Resources

Mitigation Measure BIO-1: This measure shall be included in construction drawings. If possible, ground disturbing activities and vegetation removal should be timed to occur outside the bird nesting season (September 1 to January 31).

If ground disturbing activities or vegetation removal are scheduled during the bird nesting season (February 1 to August 31), a preconstruction survey for nesting birds shall be conducted within 72 hours prior to initiation of construction activities. The survey shall be conducted by a qualified avian biologist with prior experience conducting nesting bird surveys for construction projects. The study area shall include the Project Site and a 100-foot buffer. If no active nests are found, no additional measures are required. This survey shall be repeated if there is a lapse in activities related to the project for fourteen days or more.

If active nests are found, the avian biologist shall map the location and document the species and nesting stage. The avian biologist shall implement an avoidance buffer area appropriate to the species. The qualified avian biologist may adjust the avoidance buffer

based on field observations of bird behavior and biology, if it can be demonstrated that the nest will be unaffected by project activities and the risk of nest failure is avoided. The nest site shall be fenced and/or flagged in all directions, and this area shall not be disturbed until the nest becomes inactive.

Cultural Resources and Tribal Cultural Resources

Mitigation Measure CUL-1: This measure shall be included in construction drawings. If previously unidentified buried archeological resources are uncovered during ground disturbing activities, work within 50 feet of the area of the find must halt, and a qualified archaeologist approved and retained by the City shall be contacted immediately to evaluate the find. If the discovery proves to be significant under CEQA, the qualified archaeologist shall expeditiously prepare and implement a research design and archaeological data recovery plan that captures those categories of data for which the site is significant in accordance with Section 15064.5 of the *State CEQA Guidelines.*

Mitigation Measure CUL-2: This measure shall be included in construction drawings. In the event of unanticipated discovery of human remains and associated funerary or ceremonial objects:

1. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.
2. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.98 as well as Health and Safety Code Section 7050.5 shall be followed.
3. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
4. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.
5. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

Geology and Soils

Mitigation Measure GEO-1: This measure shall be included in construction drawings. In the event paleontological resources are discovered during ground-disturbing construction activities, all work shall be halted within 50 feet of the discovery. A qualified paleontologist shall be retained, and a Paleontological Resource Mitigation Plan shall be prepared to address assessment and recovery of the resource in accordance with applicable federal, state, and local regulations and the professional standards set forth by the Society of Vertebrate Paleontology. A final report documenting any found resources, their recovery, and disposition shall be prepared in consultation with the City of Oxnard, and a copy of the report shall be provided to the City of Oxnard Planning Division.

35. Prior to issuance of a site improvement permit, the Permittee shall provide a written status report to the City for all mitigation measures indicated in the mitigation monitoring program as required prior to this point in the construction process.

ENVIRONMENTAL RESOURCES DIVISION

36. This property is required to comply with state mandated diversion laws and must make provisions to manage three material streams (recycling, organics, trash) in any waste enclosure(s) constructed.

37. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, the Permittee shall complete and submit a "Environmental Resources Division Construction and Demolition Waste Management Plan" ("C&D Plan") to the City for review and approval. The C&D Plan shall provide that at least 65% of the waste generated on the project be diverted from the landfill. The C&D Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The C&D Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The C&D Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Permittee shall use the appropriate C&D Plan form as defined by the Environmental Resources Division.

38. Permittee shall follow the approved "Environmental Resources Division Construction and Demolition Waste Management Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of project activity, the Permittee shall complete and submit the "Environmental Resources Division Construction and Demolition Waste Management Report" ("C&D Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, the Permittee shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Permittee shall submit and obtain approval of the C&D Report prior to issuance of a certificate of occupancy.

39. Permittee shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or permittee shall arrange for self-hauling.

40. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. The Occupancy Plan must clearly state how recyclable and organic material, as appropriate, will be managed on site to be in compliance with applicable state laws (AB 939, AB 341, AB 1826, SB 1383, AB 827); how staff will participate in the program; and how customers will be alerted to the presence of recycling on site and how contamination

will be minimized. The Occupancy Plan must include what service provider(s) will manage/transport materials to appropriate facilities for processing and/or Disposal.

41. This property is required to adhere to applicable solid waste management ordinances, including future ordinance creation and/or revisions.

42. Any landscaping maintenance resulting in organic material needing disposal, if performed in-house or via third party, must not be placed in the trash. All organic materials are required to be diverted from landfill disposal. Any third-party contract/service agreement must stipulate this requirement and be verified through the Environmental Resources Division.

43. The trash enclosure shall meet the City's latest trash enclosures requirements at the time of building permit submittal, or as approved by the Public Works Director.

44. Permittee shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

FIRE DEPARTMENT

45. All vehicle access driveways on the project property shall be designed to be at least 26 feet wide, exclusive of shoulders. The civil improvements shall be designed to mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. All designated fire lanes shall be marked in accordance with the California Vehicle Code. (FD/B, F-1)

46. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)

47. Before the City issues building permits, the Permittee shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)

48. Two certified fire flow tests for the project property shall be obtained. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. The results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)

49. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)

50. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)

51. At all times during construction, the Permittee shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for firefighting apparatus to all parts of the project property. (FD/DS, F-7)

52. Permittee shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)

53. Security devices and measures shall be installed, including walkway and vehicle control gates, entrance telephones, intercoms and similar features, subject to approval of the Police Chief and the Fire Chief. Vehicle control gates shall be operable by City approved radio equipment. (FD/PD, F-9)

54. The project shall provide Central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)

55. The turning radius of all project property driveways and turnaround areas used for emergency access shall be reviewed and approved by the City Traffic Engineering Department. (FD, F-11)

56. Automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD/PD, F-12)

57. Permittee shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and provides floor by floor water flow monitoring and allows the central station monitor to inform the Fire Department. (FD/PD, F-13)

58. The project shall install in each structure in the project where automatic fire sprinklers are installed a system that automatically opens the skylights in areas affected by fire before the fire sprinklers are activated. (FD, F-14)

59. The project shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, the Permittee shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)

60. The project shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, F-17)

61. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.

62. Before the city issues a certificate of occupancy, the Permittee shall install a Knox key vault at a location to be determined by the Fire Department.

63. All trash enclosures require sprinklers.

64. Alley shall be maintained without obstructions and a minimum clear width of 20 feet and clear height of 13 feet 6 inches.

65. All landscape on project property will coordinate with the fire protection features, to prevent access problems to fire protection features.

66. Fire hydrants shall be operational and accessible at all times. No parking, storage or staging of equipment/supplies shall be located within 15 feet on either side of fire hydrants. Prior to final inspection, blue reflective hydrant location markers shall be placed on the access roads in accordance with Fire Department standards.

67. FDC is required to be within 50-feet of the fire hydrant and not across drive isles.

68. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure.

69. Verify height of parapet. Not to be over 40 inches.

70. Fire sprinkler coverage is required for:

    a. Patios, overhangs or any other projections that are 48" or more from the structure.
    b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
    c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
    d. Before the city issues a certificate of occupancy, the Permittee shall install a Knox key vault at a location to be determined by the Fire Department

POLICE DEPARTMENT

71. A Security Camera System is highly recommended for this project due to the nature of the business, the physical assets on site, and the potential for liability claims from the use/misuse of potentially dangerous equipment. If the applicant plans to install a Security Camera System it should meet the Police Department's Security Plan Guidelines. These guidelines can be obtained upon request via specialprojects@oxnardpd.org.

72. If Security cameras are installed the system should be designed to capture images of all persons and all vehicles that enter the site. The following recommendations should be

considered if a security system is incorporated:

a. The camera system should be cloud based to facilitate off-site and mobile monitoring.
b. Cameras and supporting equipment should supply digital color images under normal lighting conditions. Greyscale images are expected for infra-red lighting.
c. Cameras should be made by a reputable manufacturer and maintained to current industry standards.
d. Cameras shall have low light capability to facilitate the later identification of persons involved in criminal or problem activities.
e. The video system should utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
f. The video system should allow recording, live viewing and playback of recorded video for a period of a period of at least 30 days.
g. Recorded images should bear a date and time stamp that cannot be altered.
h. All entry doorways to the premises should be monitored by a camera or cameras that are strategically mounted for face capture of persons who enter. Such cameras shall be mounted no higher than 7-feet above the floor/ground. Face capture images shall be determined as those images where the clarity of a person's facial image is sufficient for later identification.
i. All vehicular entrances to the parking facilities should be monitored by a camera or cameras that are placed to capture images of sufficient quality where the vehicle's license plate, make, model and color can be easily identified.
j. Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
k. A camera should be dedicated to face capture image of any person accessing the call system at the exterior of the primary entrance.
l. Site management should provide in a timely manner any digital records of security camera or access control systems requested pursuant to a police investigation or for the periodic inspection of equipment required under these conditions.
m. Security cameras should be installed to monitor activity around each side of the building's exterior.

SECURITY PLAN

73. Unless alternate arrangements are made in coordination with the Oxnard Police Department, a Security Plan shall be submitted to specialprojects@oxnardpd.org and approved prior to the issuance of building permits. The purpose of the Security Plan is to align the applicant's need to secure the development site for its end users with current security standards and to provide the Police Department an understanding of the layout of the site in the event of a critical incident. The Security Plan, when submitted directly to the Police Department, is considered a confidential document. The plan shall include:

a. The Security Plan Sheet will identify the location of each security camera, camera recording/support equipment, all elements of an access control system, and any safe or secure room or rooms designed to maintain valuable assets or records.
b. The Security Plan should include a chart identifying each camera by an alpha-numeric, the scope of their capture area, and placement of the camera above the floor/ground.
c. The Security Plan should identify all doors with an alpha-numeric (e.g. D-1, D-2, etc.) that serve passage between public & semi-public, semi-public to semi-public and similar access points. When a camera is positioned for face capture it shall be noted on the camera chart.
d. The Security Plan Should identify any area which is served by an intrusion/burglary alarm system.
e. Click-to-Enter technology should be installed to provide access for first responders to all entrances to the facility that serve as an interface between public and semi-public areas. All such access points shall be identified on the Security Plan.
f. The permittee/property manager/owner should maintain all security features in good working condition and consistent with industry standards.

74. Block walls on the site, including trash enclosures, shall have adjacent irrigated landscape areas or strips containing plantings that dissuades the application of graffiti. Creeping fig or similar plantings are suggested.

75. All vehicular entrances to the parking area shall be posted in compliance with California Vehicle Code 22658(a). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)

BUILDING & ENGINEERING DIVISION

76. All plan check and processing fees shall be paid by the Permittee in effect at the time of construction plan submittal. All development fees and other applicable fees in effect at permit issuance shall be paid prior to permit issuance. (DS-1)

77. Before connecting the project to existing sewer and water service laterals the service laterals shall be inspected (pothole or video). Within the boundary of the project site, the permittee is required to bring all existing water services into compliance with current City standards, including removal of unused water or sewer laterals by disconnection at the main to the satisfaction of the Public Works Director. (DS-7)

78. The water system shall be designed to provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. (DS-11)

79. All new on-site and off-site electric, cable, telephone and similar utility service laterals shall be installed underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider or to the satisfaction of the Public Works Director. (DS-12)

80. All grading shall conform to City's standard grading notes, City Code, and recommendations of the project soils engineer as approved by the City Engineer. (DS-30)

81. Permittee shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public right-of-way. (DS-31)

82. All slopes steeper than 5 (horizontal) to 1 (vertical) shall have a minimum 18-inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb, or similar improvement. (DS-32)

83. The grading plan shall be designed to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)

84. The civil improvements shall be designed to provide adequate vehicle sight distance at all driveways and intersections as specified by Caltrans specifications. (TR-71)

85. Install bike racks in accordance with City standards at locations approved by the City Traffic Engineer. (TR-73)

86. The project shall be designed to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. All stormwater quality calculations and associated construction plans shall demonstrate compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)

87. The stormwater quality calculations shall include site-specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)

88. Using forms provided by the Building & Engineering Division, a stormwater quality control measures maintenance and operations plan ("the Plan") for this project shall be submitted to the Community Development Engineering Division for review and approval. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, the Plan shall provide proof of a contract or contacts with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. No grading or building permit shall be issued until the Community Development Director or his designee approves the Plan and the stormwater covenant with the Plan included as an exhibit is ready for recordation by the City. (DS-82)

89. The stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The Director of Public Works or their designee may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. The sidewalks, drive aisles, and parking lots shall be swept regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. It is prohibited to discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)

90. The design engineer shall communicate with the project landscape architect and shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater Quality Control Measures for all landscape-based stormwater quality best management practices. (DS-84)

91. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, the Permittee shall obtain an assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Permittee in accordance with the NPDES Construction General Permit. The project shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall be updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite. (DS-86)

BUILDING & ENGINEERING SPECIAL CONDITIONS

92. All plan check and processing fees shall be paid by the project proponent in effect at the time of construction plan submittal. All development fees and other applicable fees in effect at permit issuance shall be paid prior to permit issuance. (DS)

93. All grading shall conform to City's standard grading notes, City Code, and recommendations of the Project soils engineer as approved by the City Engineer. (DS)

94. The site improvement plans and technical reports shall be prepared using standards and format(s) from the City of Oxnard Community Development Department Building and Engineering Division by a civil engineer licensed in the State of California. The design shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Building and Engineering Division. (DS)

95. At the improvement plan check submittal for construction permit, provide a Title Report with hyperlinks or provide all the referenced information on the Title Report (all the items listed on the exclusions section). The Title Report shall not be more than 6 months old at the time of improvement plan check submission. (DS)

TRASH ENCLOSURE

96. The trash enclosure shall be designed and constructed to the latest requirements from the Community Development Department and Public Works Environmental Resources Division to store three (3) 4-yard bins. (DS)

97. The trash enclosure shall face the alley and be positioned 5-feet away from the alley so that the doors/gates will not interfere with the alley when in open configuration, unless approved otherwise by the Environmental Resources Division. (DS)

98. The trash enclosure shall include a 15-foot concrete service apron for the full width of the alley in front of the trash enclosure designed to withstand the full loaded weight of the trash truck. An accessible path of travel shall connect the building to the trash enclosure. The trash enclosure shall have architectural mesh, or approved equal treatment, between the top of the wall and the ceiling to prevent unauthorized access. (DS)

PARKING AND SITE LAYOUT

99. The site vehicular access shall be designed to allow the fire trucks to enter and exit from the public street. (DS)

100. The driveway approach fronting the public street shall include a 5-foot pedestrian path of travel behind the driveway apron for pedestrian accessibility, unless approved otherwise by the City Engineer. (DS)

101. The parking facility shall be designed to meet the latest applicable City-adopted California Building Standards Code for accessible and electric vehicle parking, including accessible parking to be provided for each type of parking facility. (DS)

102. Standard parking stalls shall be 19'x9' or 17'x9' with a two foot (2') vehicle overhang. If wheel stops are used, they shall be placed at the 17-foot mark. (DS)

103. Electric vehicle parking and accessible parking stalls shall be 18-foot-deep minimum without wheel stops. If wheel stops are used, the stalls shall be 19 feet deep with the wheel stops placed at the 17-foot mark. (DS)

104. Standard parking spaces shall be delineated with a double 3" stripe per City Code. (DS)

105. The design of the parking lot structural sections shall be designed based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The subgrade shall be tested for R-value during construction of the parking lot prior to placing base material and asphalt. (DS)

PUBLIC ROADWAY CONDITIONS

106. The roadway pavement affected by the trenching shall be restored from curb-to-curb for a minimum width of 8 feet unless approved otherwise by the City Inspector. (DS)

107. If the project improvements include public streets and alleys, the project shall use recycled materials for the public streets and alleys construction. The recycled materials shall, to the extent feasible and cost-effective, comply with Caltrans standard specifications adopted in 2018, meeting the requirements of AB 2953. Recycled materials include: (1) Recycled base and subbase materials as set forth in Sections 25-1.02 and 26-1.02 of the Caltrans standard specifications. (2) Reclaimed asphalt pavement and other materials in asphalt as set forth in Section 39-2.02B of the Caltrans standard specifications. (3) Reclaimed aggregate, fly ash, returned plastic concrete, and other materials in concrete as set forth in Sections 90-1.02, 90-2.02, and 90-9 of the Caltrans standard specifications. (DS)

UTILITY CONDITIONS

108. Existing utilities that are longer needed by the project shall be removed at the City's main in the public right-of-way per City Standards. Onsite existing utilities that used to serve demolished buildings or existing buildings to be demolished, shall be shown to be removed or abandoned on the improvement plans meeting the requirements of the project geotechnical engineer. (DS)

109. Before connecting the project to existing sewer and water service laterals the service laterals shall be inspected (pothole or video). The project is required to bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS)

110. All on-site and off-site electric, cable, telephone and similar utility service laterals shall be installed underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS)

STORMWATER CONDITIONS

111. The design and construction of the stormwater facilities shall provide stormwater treatment that meets the requirements of the Ventura County 2010 MS4 permit and the 2018 Technical Guidance Manual. A geotechnical report shall be submitted to demonstrate the technical evaluation of the feasibility or infeasibility of stormwater infiltration. The Geotechnical report shall apply a reduction factor in accordance with the infiltration testing method consistent with the LA County infiltration Design Guidelines. (DS)

112. The sizing of the stormwater treatment facility shall include the entire tributary area with a weight C-composite value. (DS)

113. If stormwater infiltration is proposed, pre-treatment is required for infiltration-based facilities consistent with the 2018 Technical Guidance Manual (TGM). An infiltration test shall be conducted at the bottom of the infiltration facility prior to backfill to validate that the infiltrate rate meets or exceeds the selected design value. The edge of the infiltration shall be located at least 10 feet from the neighboring property line and building foundation. (DS)

114. If infiltration is deemed technically infeasible, the project shall provide stormwater treatment using biofiltration or proprietary biofiltration sized at 150% of the required design storm intensity consistent with the 2018 TGM. (DS)

115. The building finished floor shall be designed to be at least 25 inches above the lowest adjacent street gutter or demonstrate to the satisfaction of the City Engineer that the finished floor will be protected against the 100-year storm event. (DS)

116. Using forms provided by the Development Services Division, a stormwater quality control measures maintenance and operations plan ("the Plan") for this project shall be submitted to the Community Development Engineering Division for review and approval. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, the Plan shall provide proof of a contract or contacts with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. No grading or building permit shall be issued until the Community Development Director or his designee approves the Plan and the stormwater covenant with the Plan included as an exhibit is ready for recordation by the City. (DS)

117. The stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. The sidewalks, drive aisles, and parking lots shall be swept regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. It is prohibited to discharge any cleaning agent into the storm drain system; 3) Requirement to label all

on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS)

118. The drainage system onsite shall be designed to include the installation of the 'Full Capture System Devices' ("Devices") certified by the State Water Resources Control Board Executive Director in compliance with the Statewide Trash Amendments ("Amendments") to capture and prevent trash flowing offsite. The Devices shall be sized and designed to treat the 1-year 1-hour storm event in accordance with requirements of the Amendments and the Technical Guidance Manual for Stormwater Quality Control Measures ("TGM"). (DS)

119. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, the Permittee shall prepare a Local Stormwater Pollution Prevention Plan ("Local SWPPP"). The Local SWPPP shall be developed and implemented in accordance with requirements of the Ventura Countywide MS4 Permit. The Local SWPPP shall be approved by the City Engineer prior to issuance of a site improvement/grading permit. Permittee shall keep the Local SWPPP updated to reflect current site conditions and a copy of the Local SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS).

PUBLIC WORKS DEPARTMENT/ TRAFFIC DIVISION SPECIAL CONDITIONS

120. The project shall refresh the red curb on the frontage of the project site. Linear feet quantities and locations shall be shown on the plans.

PUBLIC WORKS DEPARTMENT/ WASTEWATER DIVISION SPECIAL CONDITIONS

121. Conduct annual Operations and maintenance (O&M) on the diversion valve/foxdrain to verify that it is working properly. Document date of verification and if any parts were replaced. Keep records onsite.

[signatures on following page]

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of April 2026.

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 2nd day of April, 2026, and carried by the following vote:

AYES:	Commissioner(s):	Arruejo, Stewart, Lopez, Nash, Schuelke, Barcena, Fraire
NOES:	Commissioner(s):	
ABSENT:	Commissioner(s):	
ABSTAIN:	Commissioner(s):	
RECUSED:	Commissioner(s):	

Joe Pearson II, AICP, Secretary

RESOLUTION NO. 2026-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL TO THE CITY COUNCIL OF PLANNING AND ZONING PERMIT NO. 24-570-02 (ZONE CHANGE) TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130). FILED BY CITY OF OXNARD PUBLIC WORKS DEPARTMENT (THE "APPLICANT") ON BEHALF OF THE CITY OF OXNARD, LLC, 214 S. C STREET, OXNARD, CALIFORNIA 93030 (THE "PROPERTY OWNER").

WHEREAS, on October 7, 2024, City of Oxnard Public Works Department (the "Applicant" and/or "Permittee") submitted a request to approve Planning and Zoning Permit No. 24-570-02 (Zone Change), to allow for the construction of a new two-story fire station 3 and related improvements located on the existing 0.66-acre property at 150 Hill Street ("the Project"). The Zone Change changes the subject site zoning from Residential Multiple Family (R-2) zone to Community Reserve (CR) Zone, as identified in Exhibit 1; and

WHEREAS, on October 7, 2024, the "applicant" also filed the following entitlement applications with the City of Oxnard, Special Use Permit (PZ 24-500-07), General Plan Amendment (PZ 24-620-03), Zone Text Amendment (PZ 24-580-03), and Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03; and

WHEREAS, the City of Oxnard as the Lead Agency, has prepared Final IS/MND 25-03 in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines; and

WHEREAS, pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant. Therefore, the Planning Division has prepared a Mitigated Negative Declaration with mitigation measures and monitoring program in accordance with the provisions of CEQA, including, without limitation CEQA Guidelines Sections 15070, 15071, 15072, and 15073, which have been incorporated as conditions; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Draft Mitigated Negative Declaration (IS/MND) (MND No. 25-03) for the Project was published and posted on October 27, 2025, at the State Office of Land Use and Climate Innovation (LCI) website and at the Ventura County Recorder's Office pursuant to CEQA Guidelines Sections 15072 and 15073; and

WHEREAS, the public comment period on the Draft IS/MND ran for thirty (30) days commencing on October 27, 2025 and ending on November 26, 2025; and

WHEREAS, after the close of the comment period on the IS/MND, the IS/MND was modified as set forth in Chapter 2 Response to Comments of the Final IS/MND document; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final IS/MND No. 25-03 containing all comments received on the Draft IS/MND written responses to all substantive comments, and necessary changes to the text of the Draft IS/MND No. 25-03; and

WHEREAS, the Commission considered Final IS/MND No. 25-03 prior to taking action on the Project; and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve a General Plan Amendment for the project site (PZ 24-620-03); and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve a Zone Text Amendment (PZ 24-580-03); and

WHEREAS, the Planning Commission is concurrently approving a Special Use Permit for the project site (PZ 24-500-07); and

WHEREAS, Section 16-581 of the Oxnard City Code authorizes the Planning Commission to recommend the action to be taken by the City Council on the application for a Zone Change; and

WHEREAS, on April 2, 2026, the Planning Commission conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 24-570-02 (Zone Change) in accordance with Sections 16-575 through 16-590 (Zone Change) of the Oxnard City Code; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the approval of a Zone Change amending the City's Zoning Ordinance Map to change the zoning of the project site from Residential Multiple Family (R-2) zone to Community Reserve (CR) Zone, as identified in Exhibit 1; and

WHEREAS, the pursuit of the Zone Change is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed Zone Change is consistent with the policies and directives in the 2030 General Plan if the associated General Plan Amendment (PZ No. 24-620-03) is approved and the Zoning Ordinance to allow orderly development to those areas that can be

served by existing or planned utilities, transportation, and service systems. The proposed Zone Change does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF OXNARD HEREBY RECOMMENDS THAT THE CITY COUNCIL APPROVE A ZONE CHANGE ORDINANCE, WHICH AMENDS THE CITY'S ZONING ORDINANCE MAP, IN ACCORDANCE WITH EXHIBIT "1" ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the Zone Change is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The Planning Commission finds that the Zone Change will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

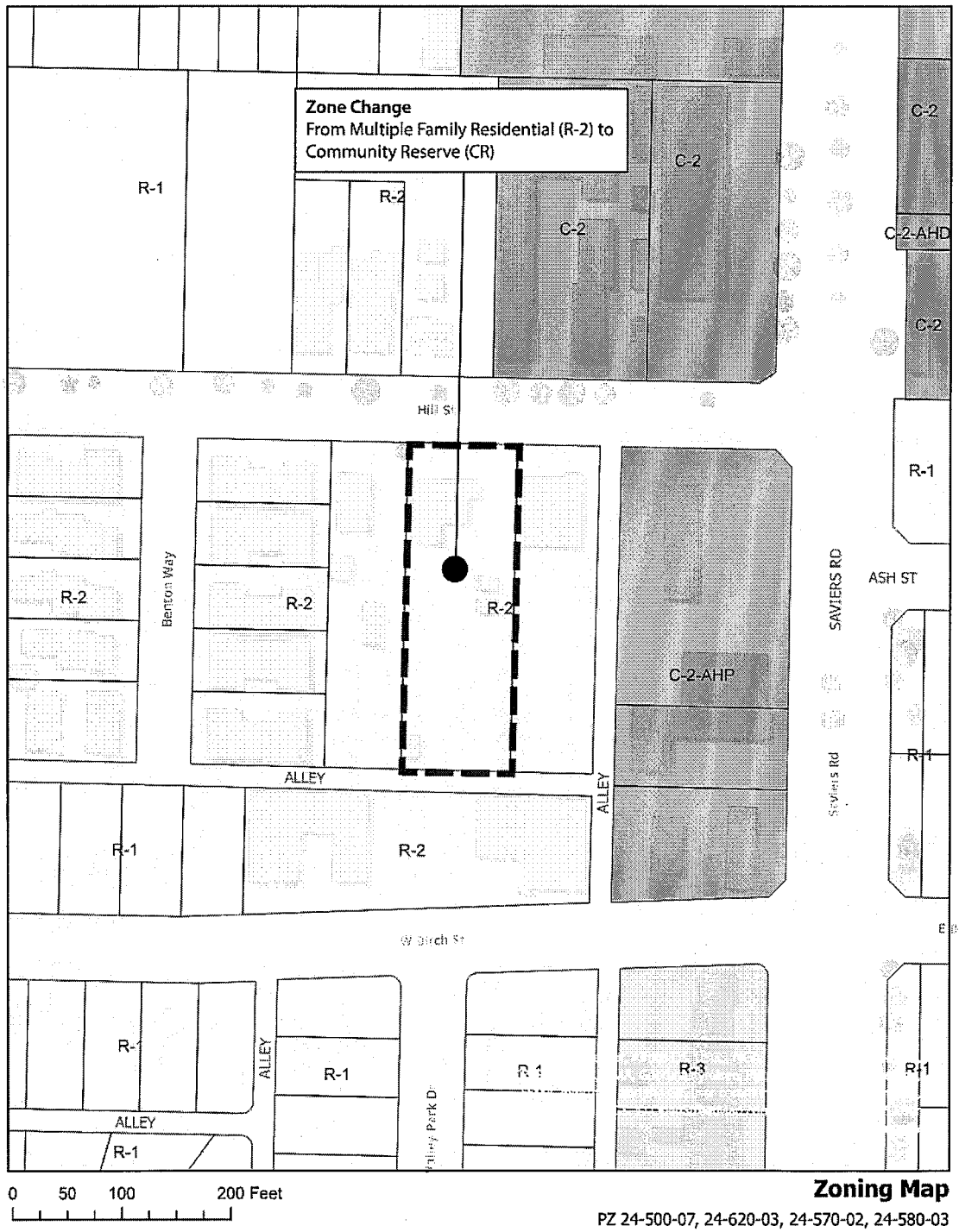
SECTION 4. The Planning Commission finds that the project site associated with the Zone Change is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Planning Commission determines that the proposed Zone Change from Residential Multiple Family (R-2) zone to Community Reserve (CR) Zone is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the Zone Change is in the best interests and welfare of the City and its residents.

SECTION 7. In recommending adoption of this Resolution for the Zone Change, the Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment as identified and discussed in MND No. 25-03. Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, has prepared an IS/MND (State Clearinghouse No. 2025101167) in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The IS/MND identifies and discusses potential impacts, mitigation measures, and monitoring requirements.

EXHIBIT 1



Zoning Map
PZ 24-500-07, 24-620-03, 24-570-02, 24-580-03

SECTION 8. Based on the findings set forth herein and the Staff Report and all attachments thereto, the Planning Commission hereby recommends to the City Council approval of Planning and Zoning Permit No. 24-570-02 (Zone Change).

SECTION 9. The action of the Planning Commission is a recommendation which may not be appealed.

SECTION 10. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of April, 2026.

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 2nd day of April 2026, and carried by the following vote:

AYES: Commissioner(s): Arruejo, Stewart, Lopez, Nash, Schuelke, Barcena, Fraire

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, AICP, Secretary

Exhibits:
Exhibit 1: Proposed Zoning Map

RESOLUTION NO. 2026-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING CITY COUNCIL ADOPTION OF A MITIGATED NEGATIVE DECLARATION NO. 25-03 TO ALLOW THE PROPOSED CONSTRUCTION OF A NEW TWO-STORY FIRE STATION NO. 2 AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130). FILED BY CITY OF OXNARD PUBLIC WORKS DEPARTMENT (THE "APPLICANT") ON BEHALF OF THE CITY OF OXNARD, LLC, 214 S. C STREET, OXNARD, CALIFORNIA 93030 (THE "PROPERTY OWNER").

WHEREAS, on October 7 , 2024, City of Oxnard Public Works Department (the "Applicant" and/or "Permittee"), submitted a request to approve Planning and Zoning Permit No. 24-500-07 (Special Use Permit), to allow for the demolition an existing one-story fire station (Oxnard Fire Station No. 3) and the construction of a new two-story fire station building (Fire Station No. 3), reduced front yard/setbacks, reduced side yards/setbacks, increased lot coverage, and increased building height, use of tandem parking, exterior building signage, locating a trash enclosure near the property line, and related improvements located on the existing 0.66-acre property at 150 Hill Street ("the Project"). The Special Use Permit allows for the development of Fire Station No. 3 on the property; and

WHEREAS, on October 7, 2024, the "applicant" also filed the following entitlement applications with the City of Oxnard, Special Use Permit (PZ 24-500-07), Zone Change (PZ 24-570-02), General Plan Amendment (PZ 24-620-03), Zone Text Amendment (PZ 24-580-03), and Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03; and

WHEREAS, the City is the lead agency for purposes of the project pursuant to Public Resources Code section 21067; and

WHEREAS, the City determined that the Project and its associated actions are subject to the environmental review requirements of the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Development Advisory Committee (DAC) reviewed the plans on May 7, 2025, and provided conditions of approval for the project that are incorporated within the recommended permits; and

WHEREAS, Pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant. Therefore, the Planning Division has prepared a Mitigated Negative Declaration with mitigation measures and monitoring program in accordance with the provisions of CEQA, including, without limitation CEQA Guidelines Sections 15070, 15071, 15072, and 15073, which have been incorporated as conditions; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Draft Mitigated Negative Declaration (IS/MND), State Clearinghouse (SCH) No. 2025101167 for the Project was published and posted on October 27, 2025, at the State Office of Land Use and Climate Innovation (LCI) website and at the Ventura County Recorder's Office pursuant to CEQA Guidelines Sections

15072 and 15073; and

WHEREAS, the public comment period on the Draft IS/MND ran for thirty (30) days commencing on October 27, 2025 and ending on November 26, 2025; and

WHEREAS, after the close of the comment period on the IS/MND, the IS/MND was modified as set forth in Chapter 2 Response to Comments of the Final IS/MND document; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final IS/MND No. 25-03 containing all comments received on the Draft IS/MND written responses to all substantive comments, and necessary changes to the text of the Draft IS/MND; and

WHEREAS, on April 2, 2026, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the Final IS/MND No. 25-03; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the adoption of the Final IS/MND No. 25-03; and

WHEREAS, the comments of the Commissioners, agencies, interested groups, and members of the public have received adequate responses.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends City Council adoption of a Final IS/MND No. 25-03 attached to the staff report and incorporated by reference.

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Final IS/MND has been completed in compliance with the California Environmental Quality Act (California Public Resources Code Section 21000 – 21189).

SECTION 3. The Final IS/MND was presented to the Planning Commission, which, at a hearing before the public, reviewed and considered the information contained in the Initial Study/Mitigated Negative Declaration prior to taking action regarding the Project and its associated development entitlements.

SECTION 4. Based on the entire record before the Planning Commission and all written and oral evidence presented, including the Planning Commission Staff Report and all attachments thereto, the Planning Commission finds pursuant to CEQA Guidelines §15074, the Final MND reflects the City's independent judgment and analysis. The Planning Commission has independently reviewed and analyzed the Final IS/MND No. 25-03 prepared for the Project. The Final IS/MND is an accurate and complete statement of the potential environmental impacts of the project. The Final IS/MND was prepared under the direction of the City of Oxnard Planning Division and reflects its independent judgment and analysis of the environmental impacts.

SECTION 5. The Planning Commission hereby recommends City Council adoption of the Final IS/MND No. 25-03 set forth attached hereto and incorporated herein by reference, and based thereon and on the Record as a whole, the Planning Commission hereby finds that all potentially significant environmental effects of the Project and its associated development entitlement actions

have been reduced to a less-than-significant level in that all significant environmental effects have been eliminated or substantially lessened as set forth in the IS/MND. Based upon the foregoing, the Planning Commission determines that the Project and its associated actions will not have a significant effect upon the environment.

SECTION 6. The Planning Commission hereby recommends City Council adoption of the mitigation measures set forth in the Final IS/MND No. 25-03 and its accompanying Mitigation, Monitoring, and Reporting Program ("MMRP"), pursuant to Public Resources Code Section 21081.6, which is a program design to ensure compliance with the mitigation measures imposed to avoid or substantially lessen the significant effects identified in the Mitigated Negative Declaration/Initial Study and said mitigation measures are described in the MMRP included therein and incorporated herein by reference.

SECTION 7. The Planning Commission hereby approves the resolution recommending City Council adoption of Final IS/MND No. 25-03 attached to the staff report and incorporated by reference.

SECTION 8. The Secretary shall certify the adoption of this Resolution.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of April, 2026, by the following vote:

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 2nd day of April 2026, and carried by the following vote:

AYES: Commissioner(s): Arruejo, Stewart, Lopez, Nash, Schuelke, Barcena, Fraire

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, Secretary

RESOLUTION NO. 2026-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING CITY COUNCIL APPROVAL OF PLANNING AND ZONING PERMIT NO. 24-620-03 (GENERAL PLAN AMENDMENT) TO AMEND THE LAND USE MAP OF THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF A 0.66 PARCEL FROM RESIDENTIAL LOW MEDIUM (RLM) TO PUBLIC SEMI PUBLIC (PSP) TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION (FIRE STATION NO. 3) AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130). FILED BY CITY OF OXNARD PUBLIC WORKS DEPARTMENT (THE "APPLICANT") ON BEHALF OF THE CITY OF OXNARD, LLC, 214 S. C STREET, OXNARD, CALIFORNIA 93030 (THE "PROPERTY OWNER").

WHEREAS, on October 7, 2024, City of Oxnard Public Works Department (the "Applicant" and/or "Permittee"), submitted a request to approve Planning and Zoning Permit No. 24-620-03 (General Plan Amendment), to amend the land use map of the General Plan to change the land use designation of a 0.66 acre parcel from residential low medium (RLM) to Public Semi Public (PSP), as identified in Exhibit 1, to allow for the demolition an existing one-story fire station (Oxnard Fire Station No. 3) and the construction of a new two-story fire station building (Fire Station No. 3), reduced front yard/setbacks, reduced side yards/setbacks, increased lot coverage, and increased building height, use of tandem parking, exterior building signage, locating a trash enclosure near the property line, and related improvements located on the existing 0.66-acre property at 150 Hill Street ("the Project"); and

WHEREAS, on October 7, 2024, the "applicant" also filed the following entitlement applications with the City of Oxnard, Zone Change (PZ 24-570-02), Special Use Permit (PZ 24-500-07), Zone Text Amendment (24-580-03), and Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03 ; and

WHEREAS, the City of Oxnard as the Lead Agency, has prepared Final IS/MND 25-03 in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines; and

WHEREAS, pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant. Therefore, the Planning Division has prepared a Mitigated Negative Declaration with mitigation measures and monitoring program in accordance

with the provisions of CEQA, including, without limitation CEQA Guidelines Sections 15070, 15071, 15072, and 15073, which have been incorporated as conditions; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Draft Mitigated Negative Declaration (IS/MND) (MND No. 25-03) for the Project was published and posted on October 27, 2025, at the State Office of Land Use and Climate Innovation (LCI) website and at the Ventura County Recorder's Office pursuant to CEQA Guidelines Sections 15072 and 15073; and

WHEREAS, the public comment period on the Draft IS/MND ran for thirty (30) days commencing on October 27, 2025 and ending on November 26, 2025; and

WHEREAS, after the close of the comment period on the IS/MND, the IS/MND was modified as set forth in Chapter 2 Response to Comments of the Final IS/MND document; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final IS/MND No. 25-03 containing all comments received on the Draft IS/MND written responses to all substantive comments, and necessary changes to the text of the Draft IS/MND No. 25-03; and

WHEREAS, the Commission considered Final IS/MND No. 25-03 prior to taking action on the Project; and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve a Zone Change for the project site (PZ 24-570-02); and

WHEREAS, the Planning Commission is concurrently recommending the City Council approve a Zone Text Amendment (PZ 24-580-03); and

WHEREAS, the Planning Commission is concurrently approving a Special Use Permit for the project site (PZ 24-500-07); and

WHEREAS, on April 2, 2026, the Planning Commission conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 24-620-03 (General Plan Amendment); and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the approval of a General Plan Amendment to amend the land use map of the General Plan to change the land use designation of a 0.66 acre parcel from residential low medium (RLM) to Public Semi Public (PSP) as identified in Exhibit 1; and

WHEREAS, the pursuit of the General Plan Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed General Plan Amendment is consistent with the policies and directives in the 2030 General Plan and Zoning Ordinance to allow development to those areas that can be served by existing or planned utilities, transportation, and service systems. The proposed General Plan Amendment does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated; and

WHEREAS, the Planning Commission finds after due study and deliberation that the applicant agrees with the necessity of and accepts all elements, and requirements of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends that the City Council approve a General Plan Amendment (PZ 24-620-03), which amends the City's 2030 General Plan Land Use Map, in accordance with Exhibit 1 attached hereto and made a part of this Resolution.

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Planning Commission finds that the General Plan Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan

SECTION 3. The Planning Commission finds that the General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The Planning Commission finds that the project site associated with the General Plan Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

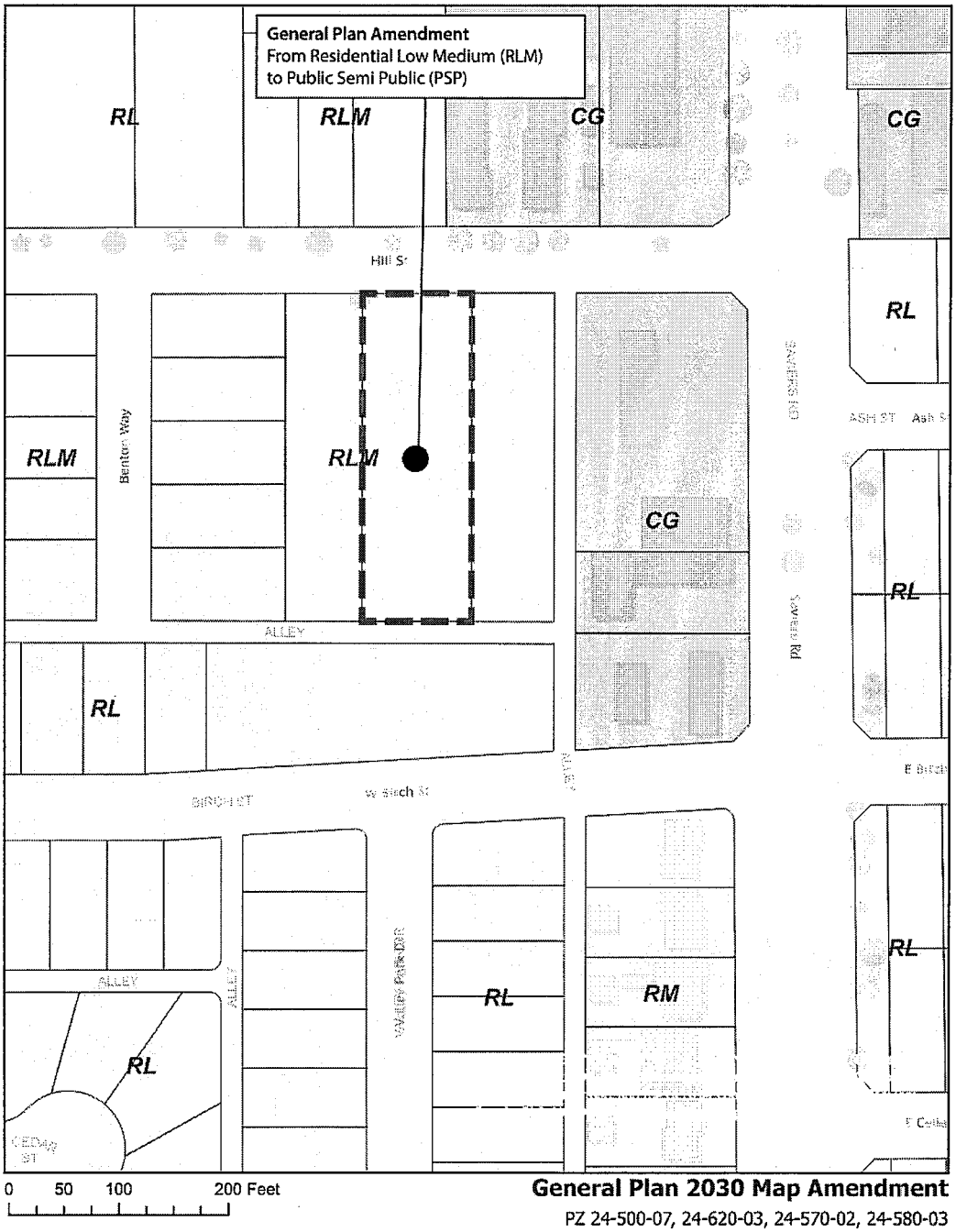
SECTION 5. The Planning Commission determines that the proposed change in land use designation as identified in Exhibit 1 is the best use for the subject project site.

SECTION 6. The Planning Commission determines that the General Plan Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In recommending adoption of this Resolution for the General Plan Amendment, the Planning Commission finds and determines that the Project will not have a

Exhibits:
Exhibit 1: Proposed 2030 General Plan Land Use Designation Map

EXHIBIT 1



significant impact on the environment as identified and discussed in MND No. 25-03. Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, has prepared an IS/MND (State Clearinghouse No. 2025101167) in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The IS/MND identifies and discusses potential impacts, mitigation measures, and monitoring requirements.

SECTION 8. Except as expressly amended herein, the 2030 General Plan Land Use Map shall remain in full force and effect and shall apply to the property affected by this Resolution.

SECTION 9. The action of the Planning Commission is a recommendation which may not be appealed.

SECTION 10. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of April 2026.

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 2nd day of April 2026, and carried by the following vote:

AYES: Commissioner(s): Arruejo, Stewart, Lopez, Nash, Schuelke, Barcena, Fraire

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, AICP, Secretary

RESOLUTION NO. 2026-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL ADOPTION OF PLANNING AND ZONING PERMIT NO. 24-580-03 (ZONE TEXT AMENDMENT) TO APPROVE AMENDMENTS TO THE OXNARD CITY CODE (OCC) CHAPTER 16 §SEC. 16-264. LOT COVERAGE TO MODIFY LOT COVERAGE ALLOWED IN THE COMMUNITY RESERVE (C-R) ZONE TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-13). FILED BY REZA BAGHERZADEH, 214 S. C STREET, OXNARD, CALIFORNIA 93030 (THE "APPLICANT") ON BEHALF OF THE CITY OF OXNARD, 214 S. C STREET, OXNARD, CALIFORNIA 93030 (THE "PROPERTY OWNER").

WHEREAS, on October 7, 2024, Reza Bagherzadeh (the "Applicant" and/or "Permittee") submitted a request to approve Planning and Zoning Permit No. 24-580-03 (Zone Text Amendment), to amend chapter 16 of the Oxnard city code pertaining to lot coverage allowance in the community reserve zone to allow for the demolition an existing one-story fire station (Oxnard Fire Station No. 3) and the construction of a new two-story fire station building (Fire Station No. 3), reduced front yard/setbacks, reduced side yards/setbacks, increased lot coverage, and increased building height, use of tandem parking, exterior building signage, locating a trash enclosure near the property line, and related improvements located on the existing 0.66-acre property at 150 Hill Street ("the Project"); and

WHEREAS, on October 7, 2024, the "applicant" also filed the following entitlement applications with the City of Oxnard, Special Use Permit (PZ 24-500-07), Zone Change (PZ 24-570-02), General Plan Amendment (PZ 24-620-03), and Initial Study/Mitigated Negative Declaration (IS/MND) NO. 25-03; and

WHEREAS, the City of Oxnard as the Lead Agency, has prepared Final IS/MND No. 25-03 in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines; and

WHEREAS, pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant. Therefore, the Planning Division has prepared a Mitigated Negative Declaration with mitigation measures and monitoring program in accordance with the provisions of CEQA, including, without limitation CEQA Guidelines Sections 15070, 15071, 15072, and 15073, which have been incorporated as conditions; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Draft Mitigated Negative Declaration (IS/MND) (MND No. 25-03) for the Project was published and posted on October 28, 2025, at the State Office of Land Use and Climate Innovation (LCI) website and at the Ventura County Recorder's Office pursuant to CEQA Guidelines Sections 15072 and 15073; and

WHEREAS, the public comment period on the Draft IS/MND ran for thirty (30) days commencing on October 27, 2025 and ending on November 26, 2025; and

WHEREAS, after the close of the comment period on the IS/MND, the IS/MND was modified as set forth in Chapter 4 of the Response to Comment document; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final IS/MND No. 25-03 containing all comments received on the Draft IS/MND No. 25-03 written responses to all substantive comments, and necessary changes to the text of the Draft IS/MND 25-03; and

WHEREAS, the Commission considered Final IS/MND No. 25-03 prior to taking action on the Project; and

WHEREAS, on April 2, 2026, the Planning Commission conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 24-580-03 (Zone Text Amendment) to amend chapter 16 of the Oxnard city code pertaining to lot coverage allowance in the community reserve zone to allow the construction of a new two-story, 234-unit fire station and related improvements, in accordance with Sections 16-575 through 16-590 (Zone Change) of the Oxnard City Code; and

WHEREAS, the Planning Commission finds that the proposed zone text amendment would be a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare by allowing lot coverage to exceed 25% of the total lot area for projects in the Community Reserve (CR) zone with the approval of a Special Use Permit (SUP); and

WHEREAS, the Planning Commission finds that the proposed zone text amendment conforms to the following City of Oxnard 2030 General Plan Goals and Policies; and

WHEREAS, the Planning Commission finds that the proposed ZTA is in the public interest and reflects the input from residents and stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the Planning Commission finds after due study and deliberation that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and

fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED THAT THE PLANNING COMMISSION OF THE CITY OF OXNARD HEREBY RECOMMENDS TO THE CITY COUNCIL ADOPTION OF THE ORDINANCE ATTACHED HERETO AS EXHIBIT 1 ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into the operative provisions of this Resolution.

SECTION 2. In recommending adoption of this Resolution for the Zone Change, the Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment as identified and discussed in MND No. 25-03. Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, has prepared an IS/MND (State Clearinghouse No. 2025101167) in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The IS/MND identifies and discusses potential impacts, mitigation measures, and monitoring requirements.

SECTION 3. The Planning Commission, based on the findings set forth herein, recommends that the City Council of the City of Oxnard adopt PZ No. 24-580-03 attached hereto as Exhibit 1 and incorporated herein by this reference to this Resolution.

SECTION 4. The Planning Commission hereby recommends that the City Council adopt the ordinance approving the ordinance amendment.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

[signatures on following page]

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 2nd day of April, 2026.

Ronald Arruejo, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on 2nd day of April, 2026, and carried by the following vote:

AYES: Commissioner(s): Arruejo, Stewart, Lopez, Nash, Schuelke, Barcena, Fraire

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

RECUSED: Commissioner(s):

Joe Pearson II, AICP, Secretary

Exhibits:
Exhibit 1: Proposed Zone Text Amendment

EXHIBIT 1

ZONE TEXT AMENDMENT TO ALLOW LOT COVERAGE TO EXCEED 25% SUBJECT TO APPROVAL OF A SPECIAL USE PERMIT

Section 16-264. LOT COVERAGE: Section 16-264 of Chapter 16 of the Oxnard City Code is hereby amended to allow a lot coverage of buildings or structures to exceed 25% of the lot area subject to a Special Use Permit to read as follows (new text underlined and highlighted in yellow):

SEC. 16-264. LOT COVERAGE.

The total area of the parcel which may be covered by buildings or structures shall not exceed 25% of the total lot area. Additional lot coverage may permitted on approval of a special use permit as provided in sections 16-530 to 16-553.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A MITIGATED NEGATIVE DECLARATION NO. 25-03 TO ALLOW THE PROPOSED CONSTRUCTION OF A NEW TWO-STORY FIRE STATION NO. 3 AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130). FILED BY CITY OF OXNARD PUBLIC WORKS DEPARTMENT (THE "APPLICANT") ON BEHALF OF THE CITY OF OXNARD, LLC, 214 S. C STREET, OXNARD, CALIFORNIA 93030 (THE "PROPERTY OWNER").

WHEREAS, on October 7, 2024, City of Oxnard Public Works Department (the "Applicant" and/or "Permittee"), submitted a request to approve Planning and Zoning Permit No. 24-500-07 (Special Use Permit), to allow for the demolition an existing one-story fire station (Oxnard Fire Station No. 3) and the construction of a new two-story fire station building (Fire Station No. 3), reduced front yard/setbacks, reduced side yards/setbacks, increased lot coverage, and increased building height, use of tandem parking, exterior building signage, locating a trash enclosure near the property line, and related improvements located on the existing 0.66-acre property at 150 Hill Street ("the Project"). The Special Use Permit allows for the development of Fire Station No. 3 on the property; and

WHEREAS, on October 7, 2024, the "applicant" also filed the following entitlement applications with the City of Oxnard, Special Use Permit (PZ 24-500-07), Zone Change (PZ 24-570-02), General Plan Amendment (PZ 24-620-03), Zone Text Amendment (PZ 24-580-03), and Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03; and

WHEREAS, the City is the lead agency for purposes of the project pursuant to Public Resources Code section 21067; and

WHEREAS, the City determined that the Project and its associated actions are subject to the environmental review requirements of the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Development Advisory Committee (DAC) reviewed the plans on May 7, 2025, and provided conditions of approval for the project that are incorporated within the recommended permits; and

WHEREAS, Pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant. Therefore, the Planning Division has prepared a Mitigated Negative Declaration with mitigation measures and monitoring program in accordance with the provisions of CEQA, including, without limitation CEQA Guidelines Sections 15070, 15071, 15072, and 15073, which have been incorporated as conditions; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Draft Mitigated Negative Declaration (IS/MND), State Clearinghouse (SCH) No. 2025101167 for the Project was published and posted on October 27, 2025, at the State Office of Land Use and Climate Innovation (LCI) website and at the Ventura County Recorder's Office pursuant to CEQA Guidelines Sections

15072 and 15073; and

WHEREAS, the public comment period on the Draft IS/MND ran for thirty (30) days commencing on October 27, 2025 and ending on November 26, 2025; and

WHEREAS, after the close of the comment period on the IS/MND, the IS/MND was modified as set forth in Chapter 2 Response to Comments of the Final IS/MND document; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final IS/MND No. 25-03 containing all comments received on the Draft IS/MND written responses to all substantive comments, and necessary changes to the text of the Draft IS/MND; and

WHEREAS, on April 2, 2026, the Planning Commission of the City of Oxnard conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the Final IS/MND No. 25-03 and recommended adoption of the Final IS/MND No. 25-03; and

WHEREAS, on June 30, 2026, the City Council of the City of Oxnard conducted a duly noticed public hearing, and received and reviewed all written and oral evidence related to the Final IS/MND No. 25-03; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of the Final IS/MND No. 25-03; and

WHEREAS, the comments of the Councilmembers, Commissioners, agencies, interested groups, and members of the public have received adequate responses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The Final IS/MND has been completed in compliance with the California Environmental Quality Act (California Public Resources Code Section 21000 – 21189).

SECTION 3. The Final IS/MND was presented to the City Council, which, at a hearing before the public, reviewed and considered the information contained in the Initial Study/Mitigated Negative Declaration prior to taking action regarding the Project and its associated development entitlements.

SECTION 4. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report, Planning Commission Staff Report and all attachments thereto, the City Council finds pursuant to CEQA Guidelines §15074, the Final MND reflects the City's independent judgment and analysis. The City Council has independently reviewed and analyzed the Final IS/MND No. 25-03 prepared for the Project. The Final IS/MND is an accurate and complete statement of the potential environmental impacts of the project. The Final IS/MND was prepared under the direction of the City of Oxnard Planning Division and reflects its independent judgment and analysis of the environmental impacts.

SECTION 5. The City Council hereby adopts the Final IS/MND No. 25-03 set forth attached hereto and incorporated herein by reference, and based thereon and on the Record as a

whole, the City Council hereby finds that all potentially significant environmental effects of the Project and its associated development entitlement actions have been reduced to a less-than-significant level in that all significant environmental effects have been eliminated or substantially lessened as set forth in the IS/MND. Based upon the foregoing, the City Council determines that the Project and its associated actions will not have a significant effect upon the environment.

SECTION 6. The City Council hereby adopts the mitigation measures set forth in the Final IS/MND No. 25-03 and its accompanying Mitigation, Monitoring, and Reporting Program ("MMRP"), pursuant to Public Resources Code Section 21081.6, which is a program design to ensure compliance with the mitigation measures imposed to avoid or substantially lessen the significant effects identified in the Mitigated Negative Declaration/Initial Study and said mitigation measures are described in the MMRP included therein and incorporated herein by reference.

SECTION 7. The City Council hereby approves the resolution adopting Final IS/MND No. 25-03 attached to the staff report and incorporated by reference.

SECTION 8. The City Clerk shall certify the adoption of this Resolution.

PASSED and ADOPTED this 30th day of June 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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL APPROVING PLANNING AND ZONING PERMIT NO. 24-570-02 (ZONE CHANGE) TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130).

WHEREAS, on October 7, 2024, City of Oxnard Public Works Department (the "Applicant" and/or "Permittee") submitted a request to approve Planning and Zoning Permit No. 24-570-02 (Zone Change), to allow for the construction of a new two-story fire station 3 and related improvements located on the existing 0.66-acre property at 150 Hill Street ("the Project"). The Zone Change changes the subject site zoning from Residential Multiple Family (R-2) zone to Community Reserve (CR) Zone, as identified in Exhibit 1; and

WHEREAS, on October 7, 2024, the "applicant" also filed the following entitlement applications with the City of Oxnard, Special Use Permit (PZ 24-500-07), General Plan Amendment (PZ 24-620-03), Zone Text Amendment (PZ 24-580-03), and Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03; and

WHEREAS, the City of Oxnard as the Lead Agency, has prepared Final IS/MND 25-03 in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines; and

WHEREAS, pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant. Therefore, the Planning Division has prepared a Mitigated Negative Declaration with mitigation measures and monitoring program in accordance with the provisions of CEQA, including, without limitation CEQA Guidelines Sections 15070, 15071, 15072, and 15073, which have been incorporated as conditions; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Draft Mitigated Negative Declaration (IS/MND) (MND No. 25-03) for the Project was published and posted on October 27, 2025, at the State Office of Land Use and Climate Innovation (LCI) website and at the Ventura County Recorder's Office pursuant to CEQA Guidelines Sections 15072 and 15073; and

WHEREAS, the public comment period on the Draft IS/MND ran for thirty (30) days commencing on October 27, 2025 and ending on November 26, 2025; and

WHEREAS, after the close of the comment period on the IS/MND, the IS/MND was modified as set forth in Chapter 2 Response to Comments of the Final IS/MND document; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final IS/MND No. 25-03 containing all comments received on the Draft IS/MND written responses to all substantive comments, and necessary changes to the text of the Draft IS/MND No. 25-03; and

WHEREAS, the Commission considered Final IS/MND No. 25-03 prior to taking action on the Project; and

WHEREAS, the Planning Commission concurrently recommended the City Council approve a General Plan Amendment for the project site (PZ 24-620-03); and

WHEREAS, the Planning Commission concurrently recommended the City Council approve a Zone Text Amendment (PZ 24-580-03); and

WHEREAS, the Planning Commission is concurrent approved a Special Use Permit for the project site (PZ 24-500-07); and

WHEREAS, Section 16-581 of the Oxnard City Code authorizes the Planning Commission to recommend the action to be taken by the City Council on the application for a Zone Change; and

WHEREAS, on April 2, 2026, the Planning Commission conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 24-570-02 (Zone Change) in accordance with Sections 16-575 through 16-590 (Zone Change) of the Oxnard City Code; and

WHEREAS, on June 30, 2026, the City Council conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 24-570-02 (Zone Change) in accordance with Sections 16-575 through 16-590 (Zone Change) of the Oxnard City Code; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the approval of a Zone Change amending the City's Zoning Ordinance Map to change the zoning of the project site from Residential Multiple Family (R-2) zone to Community Reserve (CR) Zone, as identified in Exhibit 1; and

WHEREAS, the pursuit of the Zone Change is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed Zone Change is consistent with the policies and directives in the 2030 General Plan if the associated General Plan Amendment (PZ No. 24-620-03) is approved and the Zoning Ordinance to allow orderly development to those areas that can be

served by existing or planned utilities, transportation, and service systems. The proposed Zone Change does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the Zone Change is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Zone Change will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the Zone Change is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed Zone Change from Residential Multiple Family (R-2) zone to Community Reserve (CR) Zone is the best use for the subject project site.

SECTION 6. The City Council determines that the Zone Change is in the best interests and welfare of the City and its residents.

SECTION 7. In approving this ordinance for the Zone Change, the Planning Commission, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment as identified and discussed in MND No. 25-03. Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, has prepared an IS/MND (State Clearinghouse No. 2025101167) in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The IS/MND identifies and discusses potential impacts, mitigation measures, and monitoring requirements.

SECTION 8. The City Council Approve Planning and Zoning Permit No. 24-570-02 (Prezoning) is approved, as shown on the map attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 9. Except as expressly amended herein, the City's Zoning Ordinance Map shall remain in full force and effect and shall apply to the property affected by this Ordinance.

SECTION 10. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on June 30, 2026, and finally adopted on_____ to become effective thirty days thereafter.

PASSED and ADOPTED this 30th day of June 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

Exhibit:
Exhibit 1: Proposed Zoning Map

EXHIBIT 1



Zoning Map

PZ 24-500-07, 24-620-03, 24-570-02, 24-580-03

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 24-620-03 (GENERAL PLAN AMENDMENT) TO AMEND THE LAND USE MAP OF THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF A 0.66 PARCEL FROM RESIDENTIAL LOW MEDIUM (RLM) TO PUBLIC SEMI PUBLIC (PSP) TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION (FIRE STATION NO. 3) AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130). FILED BY CITY OF OXNARD PUBLIC WORKS DEPARTMENT (THE "APPLICANT") ON BEHALF OF THE CITY OF OXNARD, LLC, 214 S. C STREET, OXNARD, CALIFORNIA 93030 (THE "PROPERTY OWNER").

WHEREAS, on October 7, 2024, City of Oxnard Public Works Department (the "Applicant" and/or "Permittee"), submitted a request to approve Planning and Zoning Permit No. 24-620-03 (General Plan Amendment), to amend the land use map of the General Plan to change the land use designation of a 0.66 acre parcel from residential low medium (RLM) to Public Semi Public (PSP), as identified in Exhibit 1, to allow for the demolition an existing one-story fire station (Oxnard Fire Station No. 3) and the construction of a new two-story fire station building (Fire Station No. 3), reduced front yard/setbacks, reduced side yards/setbacks, increased lot coverage, and increased building height, use of tandem parking, exterior building signage, locating a trash enclosure near the property line, and related improvements located on the existing 0.66-acre property at 150 Hill Street ("the Project"); and

WHEREAS, on October 7, 2024, the "applicant" also filed the following entitlement applications with the City of Oxnard, Zone Change (PZ 24-570-02), Special Use Permit (PZ 24-500-07), Zone Text Amendment (24-580-03), and Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03 ; and

WHEREAS, the City of Oxnard as the Lead Agency, has prepared Final IS/MND 25-03 in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines; and

WHEREAS, pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant. Therefore, the Planning Division has prepared a Mitigated Negative Declaration with mitigation measures and monitoring program in accordance with the provisions of CEQA, including, without limitation CEQA Guidelines Sections 15070, 15071, 15072, and 15073, which have been incorporated as conditions; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Draft Mitigated Negative Declaration (IS/MND) (MND No. 25-03) for the Project was published and posted on October 27, 2025, at the State Office of Land Use and Climate Innovation (LCI) website and at the Ventura County Recorder's Office pursuant to CEQA Guidelines Sections 15072 and 15073; and

WHEREAS, the public comment period on the Draft IS/MND ran for thirty (30) days commencing on October 27, 2025 and ending on November 26, 2025; and

WHEREAS, after the close of the comment period on the IS/MND, the IS/MND was modified as set forth in Chapter 2 Response to Comments of the Final IS/MND document; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final IS/MND No. 25-03 containing all comments received on the Draft IS/MND written responses to all substantive comments, and necessary changes to the text of the Draft IS/MND No. 25-03; and

WHEREAS, on April 2, 2026, the Planning Commission conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 24-620-03 (General Plan Amendment); and

WHEREAS, the Commission considered Final IS/MND No. 25-03 prior to taking action on the Project; and

WHEREAS, the Planning Commission concurrently recommended the City Council approve a Zone Change for the project site (PZ 24-570-02); and

WHEREAS, the Planning Commission concurrently recommended the City Council approve a Zone Text Amendment (PZ 24-580-03); and

WHEREAS, the Planning Commission approved a Special Use Permit for the project site (PZ 24-500-07); and

WHEREAS, on June 30, 2026, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider Planning and Zoning Permit No. 24-620-03 (General Plan Amendment) in accordance with the City's 2030 General Plan and Oxnard City Code; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the approval of a General Plan Amendment to amend the land use map of the General Plan to change the land use designation of a 0.66 acre parcel from residential low medium (RLM) to Public Semi Public (PSP) as identified in Exhibit 1; and

WHEREAS, the pursuit of the General Plan Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by providing housing opportunities for the residents of the City of Oxnard; and

WHEREAS, the proposed General Plan Amendment is consistent with the policies and directives in the 2030 General Plan and Zoning Ordinance to allow development to those areas that can be served by existing or planned utilities, transportation, and service systems. The proposed General Plan Amendment does not represent a significant change in the 2030 General Plan and Zoning Ordinance nor does it result in significant new environmental impacts that have not been previously evaluated; and

WHEREAS, the City Council finds after due study and deliberation that the applicant agrees with the necessity of and accepts all elements, and requirements of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Oxnard hereby approves a General Plan Amendment (PZ 24-620-03), which amends the City's 2030 General Plan Land Use Map, in accordance with Exhibit 1 attached hereto and made a part of this Resolution.

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds that the General Plan Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan

SECTION 3. The City Council finds that the General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council finds that the project site associated with the General Plan Amendment is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The City Council determines that the proposed change in land use designation as identified in Exhibit 1 is the best use for the subject project site.

SECTION 6. The City Council determines that the General Plan Amendment is in the best interests and welfare of the City and its residents.

SECTION 7. In approving this Resolution for the General Plan Amendment, the City Council finds and determines that the Project will not have a significant impact on the environment as identified and discussed in MND No. 25-03. Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, has prepared an IS/MND (State Clearinghouse No. 2025101167) in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The IS/MND identifies and discusses potential impacts, mitigation measures, and monitoring requirements.

SECTION 8. The City Council approves Planning and Zoning Permit No. 15-620-03 (General Plan Amendment), as shown on the maps attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Except as expressly amended herein, the 2030 General Plan Land Use Map shall remain in full force and effect and shall apply to the property affected by this Resolution.

SECTION 10. The action of the Planning Commission is a recommendation which may not be appealed.

SECTION 11. The City Clerk shall certify the adoption of this Resolution.

PASSED and ADOPTED this 30th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

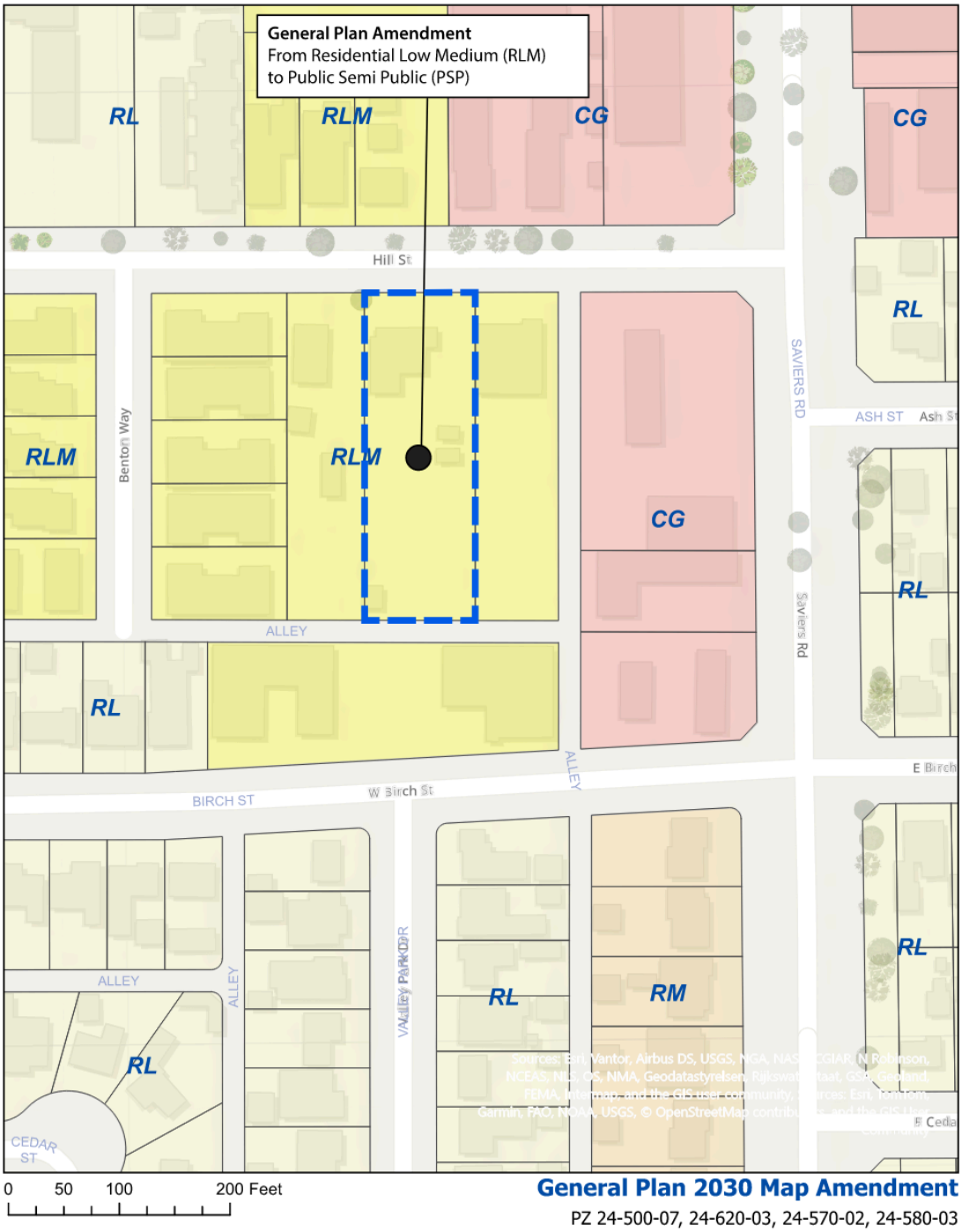
Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibits:
Exhibit 1: Proposed 2030 General Plan Land Use Designation Map

EXHIBIT 1



General Plan 2030 Map Amendment
PZ 24-500-07, 24-620-03, 24-570-02, 24-580-03

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL APPROVING PLANNING AND ZONING PERMIT NO. 24-580-03 (ZONE TEXT AMENDMENT) TO APPROVE AMENDMENTS TO THE OXNARD CITY CODE (OCC) CHAPTER 16 §SEC. 16-264. LOT COVERAGE TO MODIFY LOT COVERAGE ALLOWED IN THE COMMUNITY RESERVE (C-R) ZONE TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY FIRE STATION AND RELATED IMPROVEMENTS LOCATED ON THE EXISTING 0.66-ACRE PROPERTY AT 150 HILL STREET (APN: 203-0-120-130).

WHEREAS, on October 7, 2024, City of Oxnard Public Works Department (the "Applicant" and/or "Permittee") submitted a request to approve Planning and Zoning Permit No. 24-580-03 (Zone Text Amendment), to amend chapter 16 of the Oxnard city code pertaining to lot coverage allowance in the community reserve zone to allow for the demolition an existing one-story fire station (Oxnard Fire Station No. 3) and the construction of a new two-story fire station building (Fire Station No. 3), reduced front yard/setbacks, reduced side yards/setbacks, increased lot coverage, and increased building height, use of tandem parking, exterior building signage, locating a trash enclosure near the property line, and related improvements located on the existing 0.66-acre property at 150 Hill Street ("the Project"); and

WHEREAS, on October 7, 2024, the "applicant" also filed the following entitlement applications with the City of Oxnard, Special Use Permit (PZ 24-500-07), Zone Change (PZ 24-570-02), General Plan Amendment (PZ 24-620-03), and Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03; and

WHEREAS, the City of Oxnard as the Lead Agency, has prepared Final IS/MND No. 25-03 in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines; and

WHEREAS, pursuant to provisions of the California Environmental Quality Act and CEQA Guidelines, Section 15063, and following an Initial Study and environmental assessment of possible adverse impacts, the project will not have a significant effect on the environment because of the inclusion of certain mitigation measures for which lessened potential adverse impacts to a level of less than significant. Therefore, the Planning Division has prepared a Mitigated Negative Declaration with mitigation measures and monitoring program in accordance with the provisions of CEQA, including, without limitation CEQA Guidelines Sections 15070, 15071, 15072, and 15073, which have been incorporated as conditions; and

WHEREAS, a Notice of Intent to Adopt an Initial Study and Draft Mitigated Negative Declaration (IS/MND) (MND No. 25-03) for the Project was published and posted on October 28, 2025, at the State Office of Land Use and Climate Innovation (LCI) website and at the Ventura County Recorder's Office pursuant to CEQA Guidelines Sections 15072 and 15073; and

WHEREAS, the public comment period on the Draft IS/MND ran for thirty (30) days commencing on October 27, 2025 and ending on November 26, 2025; and

WHEREAS, after the close of the comment period on the IS/MND, the IS/MND was modified as set forth in Chapter 4 of the Response to Comment document; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared Final IS/MND No. 25-03 containing all comments received on the Draft IS/MND No. 25-03 written responses to all substantive comments, and necessary changes to the text of the Draft IS/MND 25-03; and

WHEREAS, the Commission considered Final IS/MND No. 25-03 prior to taking action on the Project; and

WHEREAS, on April 2, 2026, the Planning Commission conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 24-580-03 (Zone Text Amendment) to amend chapter 16 of the Oxnard city code pertaining to lot coverage allowance in the community reserve zone to allow the construction of a new two-story, and related improvements, in accordance with Sections 16-575 through 16-590 (Zone Change) of the Oxnard City Code; and

WHEREAS, on June 30, 2026, the City Council conducted a duly noticed public hearing to consider the Applicant's request to approve Planning and Zoning Permit No. 24-580-03 (Zone Text Amendment) to amend chapter 16 of the Oxnard city code pertaining to lot coverage allowance in the community reserve zone to allow the construction of a new two-story, and related improvements, in accordance with Sections 16-575 through 16-590 (Zone Change) of the Oxnard City Code; and

WHEREAS, the City Council finds that the proposed zone text amendment would be a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare by allowing lot coverage to exceed 25% of the total lot area for projects in the Community Reserve (CR) zone with the approval of a Special Use Permit (SUP); and

WHEREAS, the City Council finds that the proposed zone text amendment conforms to the following City of Oxnard 2030 General Plan Goals and Policies; and

WHEREAS, the City Council finds that the proposed ZTA is in the public interest and reflects the input from residents and stakeholders in the community, and decision-makers. There are no changes recommended under the proposed ZTA that would reduce or compromise existing standards that protect the health, safety or general welfare of the City; and

WHEREAS, the City Council finds after due study and deliberation that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this

Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The City Council finds that the Zone Text Amendment is internally consistent with all other provisions of the City of Oxnard 2030 General Plan.

SECTION 3. The City Council finds that the Zone Text Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

SECTION 4. The City Council determines that the Zone Text Amendment is in the best interests and welfare of the City and its residents.

SECTION 5. In approving this Ordinance for the Zone Text Amendment, the City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment as identified and discussed in MND No. 25-03. Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, has prepared an IS/MND (State Clearinghouse No. 2025101167) in accordance with the requirements of the California Environmental Quality Act (CEQA, Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines. The IS/MND identifies and discusses potential impacts, mitigation measures, and monitoring requirements.

SECTION 6. The City Council hereby approves Planning and Zoning Permit No. 24-580-03 (Zone Text Amendment), attached hereto as Exhibit 1 and incorporated herein by reference as recommended by the Planning Commission.

SECTION 7. Except as expressly amended herein, the Oxnard City Code shall remain in full force and effect.

SECTION 8. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

SECTION 9. 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 June 30, 2026, and finally adopted on _____ to become effective thirty days thereafter.

PASSED and ADOPTED this 30th day of June 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

Exhibits:
Exhibit 1: Proposed Zone Text Amendment

EXHIBIT 1

Zone Text Amendment To Allow Lot Coverage To Exceed 25% Subject To Approval Of A Special Use Permit

Section 16-264. Lot Coverage: Section 16-264 of Chapter 16 of the Oxnard City Code is hereby amended to allow a lot coverage of buildings or structures to exceed 25% of the lot area subject to a Special Use Permit to read as follows (new text underlined and highlighted in yellow):

SEC. 16-264. LOT COVERAGE.

The total area of the parcel which may be covered by buildings or structures shall not exceed 25% of the total lot area. Additional lot coverage may permitted on approval of a special use permit as provided in sections 16-530 to 16-553.

Fire Station No. 3

Planning & Zoning Permit Nos. 24-570-02 (Zone Change), 24-620-03 (General Plan Amendment), 24-580-03 (Zone Text Amendment), and IS/MND No. 25-03

Joe Pearson II, AICP, Planning Manager
Community Development Department

City Council
June 30, 2026

CITY OF OXNARD CALIFORNIA

Project Description

<u>The project includes the following requests:</u>

PZ 24-570-02 (Zone Change)

- To change the zoning from R2 to CR.

PZ 24-620-03 (General Plan Amendment)

- To the general plan land use designation from RLM to PSP.

PZ 24-580-03 (Zone Text Amendment)

- To allow lot coverage exceeding 25% with the approval of a SUP.

PZ 24-500-07 (Special Use Permit) (Approved by PC)

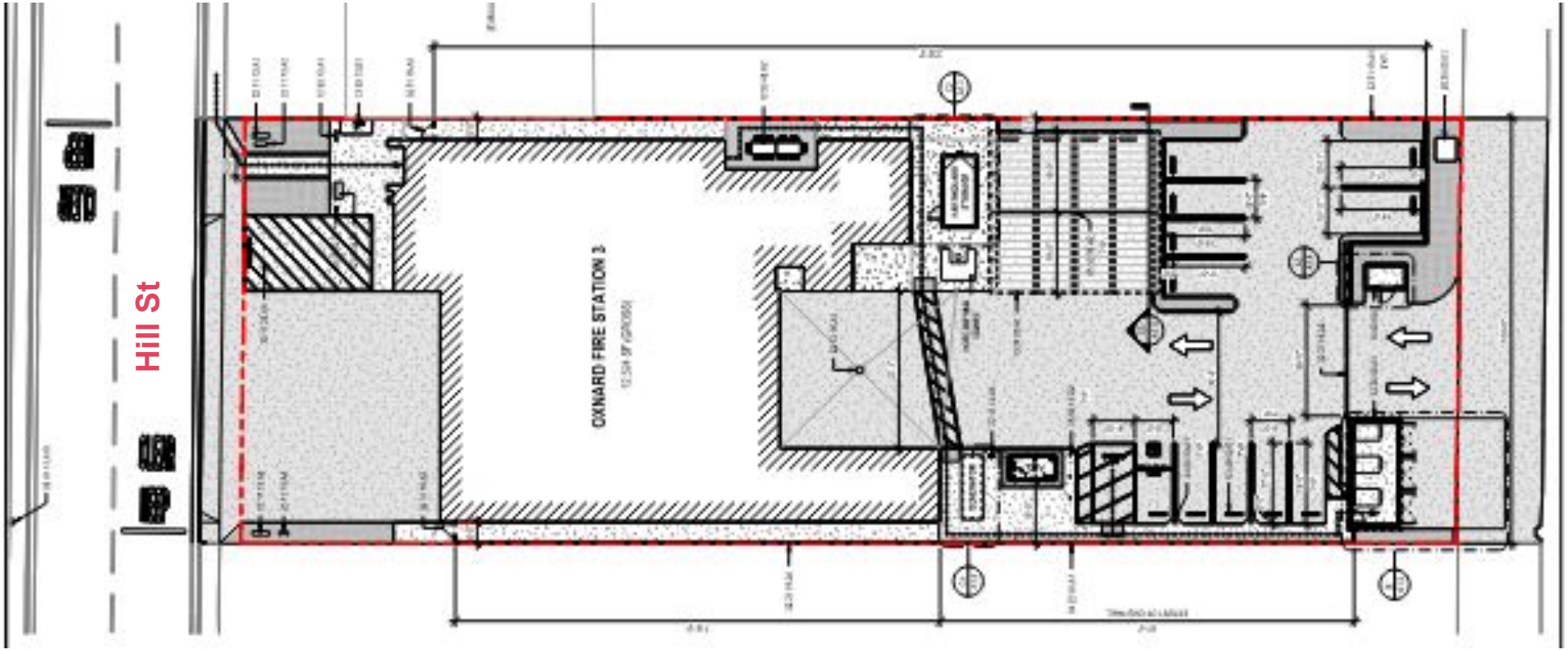
- To demolish an existing one-story fire station (Oxnard Fire Station 3) and construct a new 2-story fire station on an existing 0.66-acre parcel.

Project Location

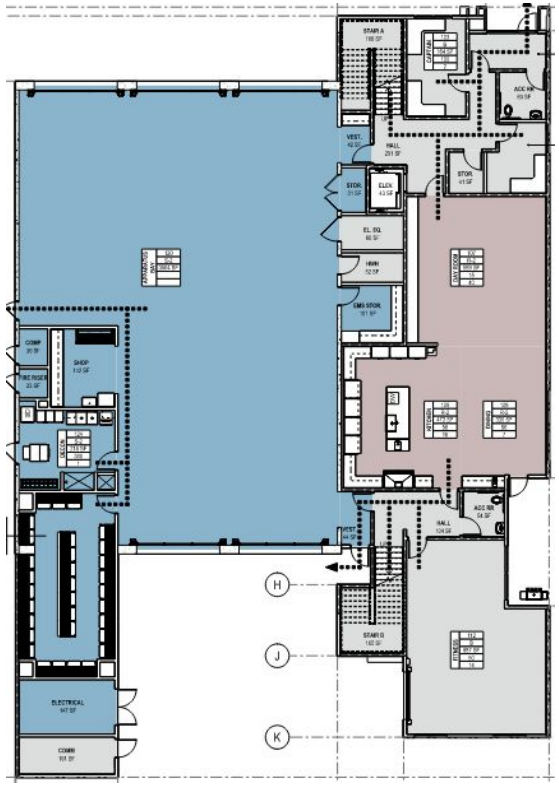
- Subject site: 150 Hill Street
- West of Saviers Road
- The property is currently developed as Fire Station 3



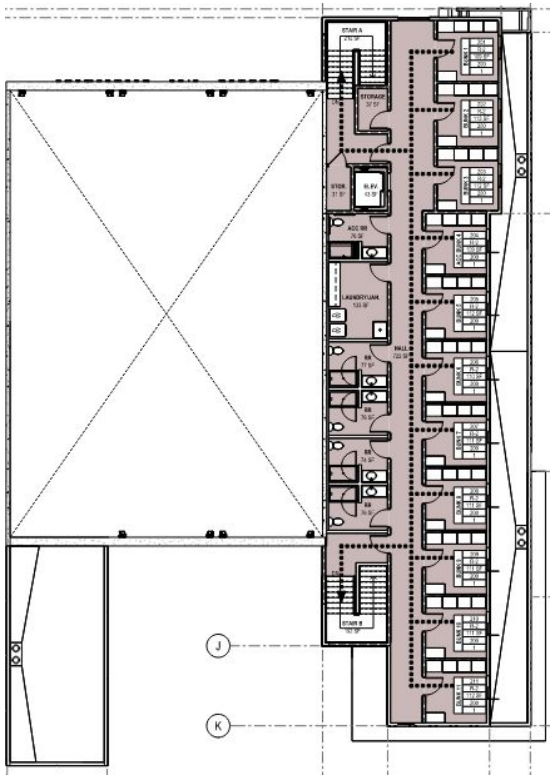
Site Plan



Floor Plan



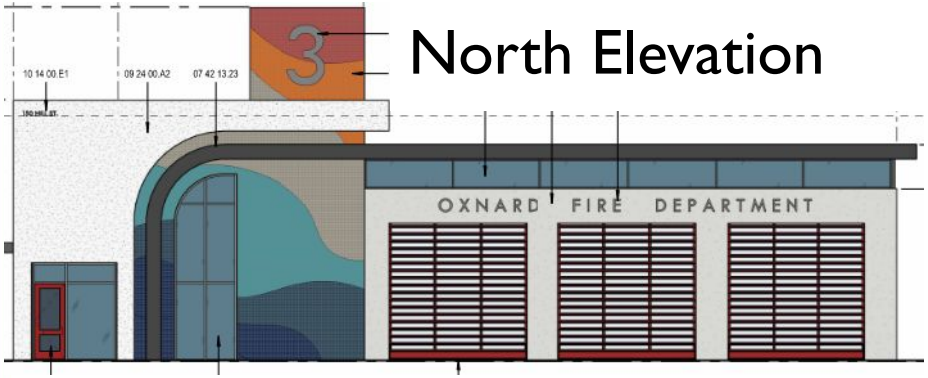
First Floor



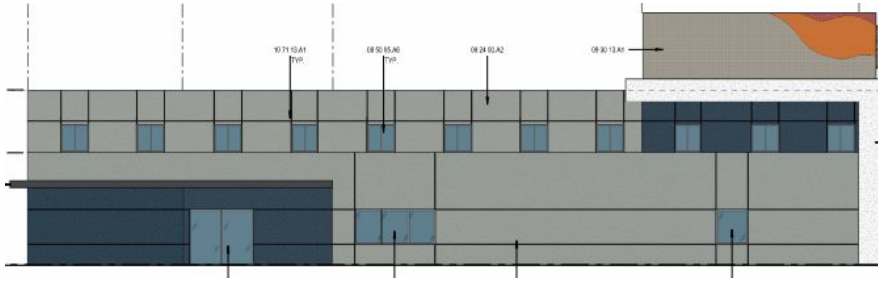
Second Floor

Elevations

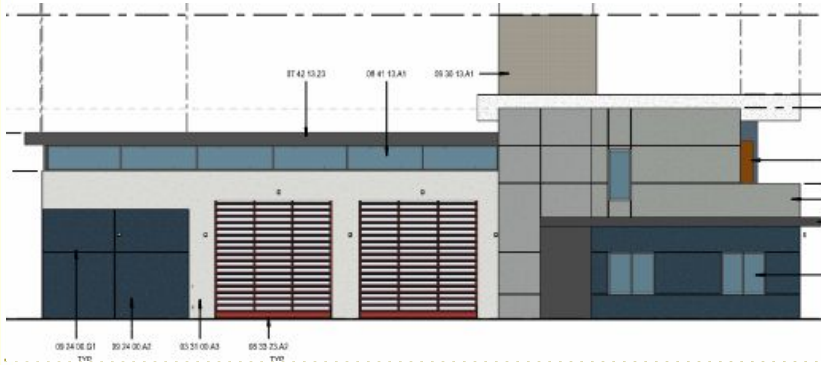
North Elevation



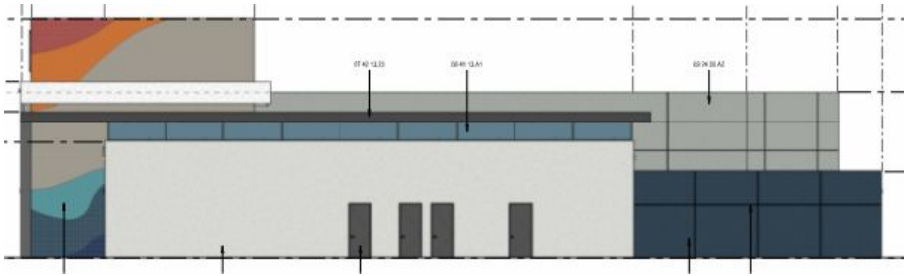
East Elevation



South Elevation



West Elevation



Background

- As the oldest station in the City, the current site is no longer sufficient to meet the operational requirements of the Oxnard Fire Department (OFD).

- The increased building size is needed to continue providing essential services to the City and plan for future needs. According to a Facility Assessment, the long-term priority for the existing fire station is to have, at minimum, three apparatus bays.

- On April 2, 2026, the Planning Commission approved the SUP and recommended City Council approve the associated Mitigated Negative Declaration (MND), GPA, ZC, and ZTA with a 7-0 vote to allow for the Project. With the Planning Commission's approval of the SUP, the only remaining items needing action before the City Council are the GPA, ZC, and ZTA and CEQA determination.

General Plan Amendment

- Property currently designated as Residential Low Medium (RLM)
  - Intended for Low-rise apartments and detached and attached single-family residences.
- Request for general plan amendment to Public /Semi Public land use designation:
  - Allows for private, quasi-public, and public buildings and facilities owned by the City, County, State, Federal agencies, or other organizations that serve the general public such as fire stations. public/semi-public and open space uses including public utility structures and public schools, among others.
- Impact of general plan amendment:
  - Will establish consistency for the fire station project site.
  - Allows for redevelopment of the site consistent with standards appropriate for the proposed use.

Zone Change

- Property currently zoned as Multiple Family Residential (R2)
  - Intended for low-density, multi-family dwellings, as well as emergency shelters for families, and supportive housing.
- Request for zone change to Community Reserve (CR) zone:
  - Allows for a variety of public/semi-public and open space uses including public utility structures and public schools, among others.
- Impact of zone change:
  - Will establish consistency for the fire station project site and adjacent parcels.
  - Allows for redevelopment of the site consistent with standards appropriate for the proposed use.

Zone Text Amendment

- Zone Text Amendment to allow lot coverage to exceed the maximum lot coverage of 25% of the total lot area in the CR zone, subject to approval of a Special Use Permit.
- Amendment would apply City wide on any property within the CR zone.
- Any increase above the standard would require PC approval.
- Fire Station 3 proposes a lot coverage of 33.6%.

Environmental Review

- Pursuant to the California Environmental Quality Act (CEQA) Section 15060, the City of Oxnard as the Lead Agency, prepared an Initial Study/Mitigated Negative Declaration (IS/MND) in accordance with the requirements of CEQA (Public resources Code § 21000, et seq.), the regulations promulgated thereunder (14 California Code of Regulations, §15000, et seq., CEQA Guidelines), and the City's Environmental Review Guidelines.
- The IS/MND was available for public review from October 27, 2025, to November 26, 2025.
- Comment Letters were received during public review period and are included in the Final Draft of the IS/MND, along with responses to each of the comments.
- No substantial evidence the project will have a significant effect on environment.
- The IS/MND includes a Mitigation Monitoring and Reporting Program that details the process to implement the required mitigation measures.

Public Notice

- Notice of City Council hearing was provided:
  - Newspaper
  - On-site posting; and
  - Mailed to property owners within 300 feet
- To date, no public comment has been submitted in support or in opposition of the project.
- Four community meetings were held in late 2023 and early 2024 in Cal-Gisler neighborhood, District 4, Kamala neighborhood, and a Fire Station 3 Open House.

Staff Recommendation

1. Conduct a public hearing; and
2. Adopt a Resolution certifying Final Initial Study/Mitigated Negative Declaration (IS/MND) No. 25-03 for the Fire Station No. 3 Project (Governor's Office of Land Use and Climate Innovation State Clearinghouse No. 2025101167); and
3. Adopt a Resolution approving Planning and Zoning Permit No. 24-620-03 for a General Plan Amendment subject to certain findings; and
4. Approve the first reading by title only and waive further reading of the proposed ordinance titled: an ordinance of the city council approving Planning And Zoning Permit No. 24-570-02 (Zone Change) to allow for the construction of a new two-story fire station and related improvements located on the existing 0.66-acre property at 150 Hill Street (APN: 203-0-120-130);
5. Approve the first reading by title only and waive further reading of the proposed ordinance titled: an ordinance of the city council approving Planning And Zoning Permit No. 24-580-03 (Zone Text Amendment) to approve amendments to the Oxnard City Code (OCC) Chapter 16 §Sec. 16-264. lot coverage to modify lot coverage allowed in the Community Reserve (C-R) zone to allow for the construction of a new two-story fire station and related improvements located on the existing 0.66-acre property at 150 Hill Street (APN: 203-0-120-130).

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CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.1

DATE: June 30, 2026

TO: City Council

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

SUBJECT: Second Amendment to the Joint School/Park Use Agreement (A-6571) for the Maintenance, Operation and Use of the School and Park Facilities in the River Park Specific Plan Area.

RECOMMENDATION

That the City Council authorize the Mayor to execute the Second Amendment to the Joint Use Agreement with the Rio School District for the maintenance, operation, and use of the school facilities in Riverpark.

(This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on November 9, 2011.)

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

BACKGROUND

Since 2005, the Rio Vista Middle School and Del Mar Elementary School sites, located within Riverpark, have been jointly maintained under a Joint Use Agreement (Attachment 2) between the City of Oxnard, through Community Facilities District No. 5 ("CFD-5" or "Riverpark"), and the Rio School District. The First Amendment to the Agreement that is included in Attachment 2 was executed in 2011 to adjust the times that the joint use areas are available to the public and to further clarify the maintenance responsibilities for each party.

In July 2025, Rio School District officials and staff initiated a discussion with the City to explore shifting the fenceline between the two schools to accommodate a larger playground area. As this directly affects the Joint Use area that is identified within the Agreement, it was determined that this provided both parties the opportunity to amend the Agreement in order to better suit current site usage and memorialize existing conditions. This includes the School District assuming the responsibility for the exterior landscaping in front of both the Rio Vista Middle School and the Del Mar Elementary School, since these areas are not used as "Joint Use Areas" as defined under the Agreement.

DISCUSSION

The changes for the revised areas of responsibility are identified within the new "Exhibit A" of the Second Amendment (Attachment 1), which clearly shows the maintenance areas of responsibility for each party and clarifies the ownership of the fencelines around the School District's property. The following is a summary of the key changes reflected in the Second Amendment:

OPERATIONAL CHANGES	
ORIGINAL SCOPE	NEW SCOPE
City maintains street parkways and exterior school-frontage landscaping in addition to the Joint-Use playfields.	City continues to maintain street parkways and Joint-Use playfields. School District assumes responsibility for exterior and school-frontage landscaping.
City maintains front and rear school parking lots.	School District assumes responsibility for front parking lots. City retains rear parking lots, aligning maintenance responsibilities with current practice.
Basketball courts shown as Joint-Use area with unclear maintenance responsibility	Basketball courts removed from the Joint-Use area and School District assumes maintenance responsibility aligning with current practice.
Fenceline layout shown as originally installed with unclear maintenance responsibility.	Proposed School District fenceline changes shown with Rio School District ownership clearly named, aligning with current practice.
Buffer area between school playfields included in Joint-Use area.	Buffer area between school playfields removed from Joint-Use area and identified as School District maintenance responsibility.

These changes were tentatively agreed to by School District staff and the Second Amendment was approved by the Rio School District Board on May 18, 2026, at their regularly scheduled Board Meeting (Attachment 3). This Second Amendment will align the existing obligations of both Parties with the actual joint use that has developed over time, permit the School District to make fencing adjustments between the two schools, clarify areas of responsibility, and reduce the maintenance obligation of the City and CFD for areas that primarily serve the School District.

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

This Amendment will reduce the amount of landscape that is currently maintained by the CFD-5 landscape contractor. The CFD-5 maintained landscape will be reduced by roughly 60,000 square feet with an estimated savings to the CFD of $50,000 for Fiscal Year 2026-27. Cost to maintain these areas for Fiscal Year 2026-27 and beyond will be borne by the Rio School District.

COMMITTEE OUTCOME

This item did not originate in Committee because it is a continuation of an item previously approved by the City Council on November 9, 2011.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Special Districts Manager

ATTACHMENTS

1. Second Amendment to A-6571
2. Original Agreement and First Amendment A-6571
3. March 18, 2026 Rio School District Staff Report
4. Presentation

SECOND AMENDMENT TO THE JOINT SCHOOL/PARK USE AGREEMENT FOR THE MAINTENANCE, OPERATION AND USE OF THE SCHOOL AND PARK FACILITIES IN THE RIVER PARK SPECIFIC PLAN AREA

This Second Amendment ("Second Amendment") to the Agreement for maintenance, operation and use of the school and park facilities in the River Park specific plan area ("Agreement") is made and entered in the County of Ventura, State of California, this 18th day of March, 2026, by and between the City of Oxnard, a municipal corporation ("CITY"), and the Rio School District of Ventura County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT, (CITY and DISTRICT are each a "Party" and are collectively the "Parties"). This Second Amendment amends the Agreement entered into on September 27, 2005, by CITY and District, which was amended by First Amendment on October 10, 2011.

RECITALS

WHEREAS, on September 27, 2005, CITY and DISTRICT entered into the Agreement (Agreement No. A-6571) to coordinate the development, maintenance, operation and use of the approximately 25.55-acre site known as the "Site," which includes the Community Playfields, the Rio Vista Middle School, and the Rio Del Mar Elementary School (collectively, the "Riverpark School Sites"); and

WHEREAS, the Agreement included a "Site Plan" and a "Memorandum of Understanding", attached as Exhibits A and B respectively to the Agreement, to identify the Community Playfields and the joint-use areas. Section 8 of the Agreement allocated maintenance responsibilities, with CITY generally responsible for the Community Playfields (including parking lots and apparatus used at the Playfields) and DISTRICT responsible for all other areas; and

WHEREAS, on October 10, 2011, the Parties executed the First Amendment to the Agreement, which, among other things, updated the DISTRICT's address, clarified hours of operation, and attached a copy of the current City maintenance standards as new Exhibit C; and

WHEREAS, the DISTRICT and CITY have in cooperation evaluated the boundaries and allocations of the Community Playfields, which are the CITY's responsibility under the Agreement, and the School Site, which is the DISTRICT's responsibility under the Agreement, and determined that certain adjustments to the Site Plan would be appropriate to more accurately reflect the evolved practices on the Riverpark School Sites. In practice, the maintenance responsibilities that have evolved since 2005 differ from the allocations set forth in the original Site Plan and in Section 8 of the Agreement. For instance, the Thames River Drive parking lots have been maintained exclusively by DISTRICT, even though the Agreement assigns them to CITY. Certain non-playfield planters and turf areas inside the inner fence line of the school campuses (particularly along Thames River Drive and Forest Park Boulevard) have been maintained by CITY. However, they are not necessary for sports playfield use; and

WHEREAS, DISTRICT now desires to relocate a fence line on the Rio Del Mar campus to accommodate a school improvement project. This relocation requires a physical adjustment to the boundary between CITY-maintained and DISTRICT-maintained areas; and

WHEREAS, the Parties have met, reviewed updated maps, and agreed that the most efficient way to reflect both the fence relocation and the long-standing maintenance practices is to replace the Site Plan (Exhibit A) with a newly prepared exhibit that clearly delineates:

1. CITY responsibility: Community Playfields, including rear parking lots, landscaping along Vineyard Avenue, and playfield irrigation clocks that control watering for the playfields; and

2. DISTRICT responsibility: Thames River Drive parking lots, front grass areas, all non-playfield interior landscaping, school exterior landscaping along Thames River Drive and Forest Park Boulevard, and the relocated fence line at Rio Del Mar. Additionally, to the extent implemented at the District's discretion, the District shall be responsible for the relocation of the fence around the outdoor basketball courts at Rio Vista Middle School. On construction of such fence, the District shall also become responsible for any landscaped areas included within such fenced area; and

WHEREAS, the Parties wish to memorialize these clarified responsibilities in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, CITY and DISTRICT agree as follows:

1. **Recitals Incorporated**. The above Recitals are incorporated into and form a part of this Second Amendment.

2. **Replacement of Exhibit A**. The existing Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the new Exhibit A attached hereto and incorporated by this reference.

Remainder of Page Left Intentionally Blank

3. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above. **CITY OF OXNARD**

RIO SCHOOL DISTRICT

Luis Mc Arthur, Mayor	Date	Dr. John Puglisi, Superintendent	Date

3/19/26

ATTEST:

Dr. Rafael Castro
CBO

Lourdes Lopez, City Clerk	Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney	Date

Riverpark Ball Field Maintenance Map



Legend

- Rio School District Maintenance Area
- City of Oxnard Maintenance Area
- Rio School District Fencing
- Proposed Revised Fenceline (if installed)

EXHIBIT A

EXHIBIT A

Rev. 2026

JOINT SCHOOL/PARK USE AGREEMENT FOR THE MAINTENANCE, OPERATION AND USE OF THE SCHOOL AND PARK FACILITIES IN THE RIVER PARK SPECIFIC PLAN AREA

THIS JOINT SCHOOL/PARK USE AGREEMENT FOR OPERATION AND USE OF THE SCHOOL AND PARK FACILITIES IN THE RIVERPARK SPECIFIC PLAN AREA ("Agreement") is entered into on this 27th day of September, 2005, by and between the City of Oxnard, a municipal corporation, hereinafter referred to as CITY, and the Rio School District of Ventura County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT. (CITY and DISTRICT are each a "Party" and are collectively the "Parties.")

RECITALS

A. RiverPark A, LLC and RiverPark B, LLC (jointly "RiverPark" or "Developer") are in the process of developing, *inter alia* 2,805 residential units in the City of Oxnard's RiverPark Specific Plan Area. In connection therewith, Developer has agreed to deed property for use as school and recreational facilities to the appropriate public entities. As part of this obligation, Developer will deed a parcel or parcels of land consisting of approximately 30 acres (the "Site"), the general location of which is shown on Exhibit A attached hereto and incorporated by this reference, to be developed for such facilities. The Site will be dedicated to DISTRICT, as described more fully below, with a portion of the Site subject to either a deed restriction or, at the option of CITY, an irrevocable easement in favor of the City, limiting the use of the Community Playfields (as that term is defined below) in perpetuity to recreational, park and public purposes. Such deed restriction or easement shall be in form and substance acceptable to CITY's City Attorney.

The Parties desire to coordinate the development, maintenance, operation and use of their respective parts of the Site and the facilities to be located thereon. It is to the mutual benefit of CITY and DISTRICT to contribute jointly to the establishment and maintenance of school and recreational facilities in the RiverPark Specific Plan Area which can serve the needs of the general public, CITY, and DISTRICT. NOW, THEREFORE, CITY and DISTRICT do mutually agree as follows:

AGREEMENT

1. **Property**. The real property covered by this Agreement shall consist of the Site, which consists of approximately 25.55 acres to be developed with recreational facilities and owned by the DISTRICT, appropriately restricted, and used jointly by the DISTRICT and CITY pursuant to the terms of this Agreement (the "Community Playfields"), and approximately 5.1 acres to be developed as an elementary school and a middle school and owned by DISTRICT (the "School Site"). The Community Playfields will consist of a community playfield associated with the elementary school site and adjacent to it (the "Elementary School Playfield") and a community playfield adjacent to and associated with the middle school site (the "Middle School Playfield"), as well as all the parking lot areas surrounding the Community Playfields which are located on the Site. DISTRICT will take all steps necessary and appropriate to cause the dedication or grant of easement to use the Community Playfields to CITY as provided in the RECITALS set forth above. No terms or conditions shall be regarded as a part of the grant of easement or dedication, other than that the Community Playfields be used as provided in this Agreement. Developer is obligated to construct or cause to be constructed

COUNCIL APPROVAL
DATE: 9/27/05 AGENDA # I-2

improvements on the Community Playfields, and school facilities on the School Site including an approximately 13,000 square foot gymnasium (the "Gymnasium") at the middle school site, the nature of which shall be determined by DISTRICT as provided herein. The Gymnasium may include a concession stand. A site plan generally designating the location of the Community Playfields, the School Site, and the Gymnasium is attached hereto as Exhibit A.

2. **Grant of Leasehold Interest in Gymnasium: Term**. DISTRICT hereby grants to CITY, on the terms herein described (i) a leasehold interest in the Gymnasium and (ii) a license to access the School Site for the sole purpose of accessing the Gymnasium for the uses permitted by this Agreement (hereafter deemed included within the word "Gymnasium"), for a term of fifty-five (55) years, or for as long as the School Site is operated by DISTRICT as an educational institution, whichever condition shall expire first (the "City Lease Term"). DISTRICT further grants CITY an option to extend the City Lease Term for successive additional lease terms of twenty (20) years each, or as long as the School Site is operated by DISTRICT as an educational institution or the Gymnasium is open to any persons, whichever condition shall expire first. Each option to extend the City Lease Term may be exercised up to one year before or one year after expiration of the Term then in effect by notice of the exercise of said option sent from CITY to DISTRICT, provided, however, that the option shall be deemed to have been exercised by CITY if DISTRICT continues to operate the School Site as an educational institution or the Gymnasium remains open to any persons. The date of commencement of the City Lease Term shall be date the Gymnasium is accepted as complete by DISTRICT. DISTRICT shall file written certification of the date of acceptance of the Gymnasium within thirty (30) days thereof with the City Clerk of CITY.

3. **Consideration**. Good, valuable, and adequate consideration exists in the mutual benefit enjoyed and the legal detriment incurred by CITY and DISTRICT as a result of their entering into and fulfilling this Agreement.

4. **Use of Property**. The Community Playfields and the Gymnasium shall be used by CITY exclusively for the purpose of constructing, maintaining, and operating facilities for general park and recreation purposes for the use of the general public and for no other purpose. The Community Playfields, the Gymnasium and the School Site shall be used by DISTRICT exclusively for the purpose of constructing, maintaining, and operating facilities for public education and recreation purposes and for no other purpose.

5. **Construction of Community Playfields and Gymnasium**. Pursuant to the terms of a School Facilities Mitigation Agreement between DISTRICT and Developer, Developer is responsible for construction of improvements on the Site. DISTRICT agrees that CITY is a third party beneficiary of such agreement to the extent it affects the Community Playfields and/or Gymnasium. DISTRICT and CITY shall cooperate in planning, design and construction of the Community Playfields and the Gymnasium. CITY and DISTRICT are each authorized to consult with Developer concerning the planning and design of the Community Playfields and the Gymnasium. DISTRICT shall have the final right and responsibility for approval of plans relating to the Gymnasium and the Community Playfields. The actions of DISTRICT with respect to plan approval shall be consistent with the RiverPark Specific Plan and the Development Agreement between CITY and Developer dated August 21, 2002, recorded as document no. 2002-0216450-00 in the Ventura County Recorder's Office.

6. **DISTRICT/CITY Use of Community Playfields and Gymnasium.** Notwithstanding the dedication or easement referenced in the Recital A above, DISTRICT shall have exclusive use of the Gymnasium and Community Playfields and all facilities therein, subject to the terms of this Agreement, Monday through Friday, from thirty (30) minutes before the beginning of the school day until 6:00 p.m. on each and every day that school is in session ("School Hours"). Notwithstanding the foregoing, DISTRICT may, (but shall not be required to) in writing, at an administrative level, authorize use by the CITY for particular purposes at particular times during School Hours; and City may (but shall not be required to) in writing, at an administrative level, authorize use by DISTRICT of the Community Playfields and the Gymnasium after 6:00 p.m. on school days. CITY shall have exclusive use, subject to the terms of this Agreement, of the Community Playfields and the Gymnasium, and shall have the right to make the Community Playfields and the Gymnasium available for use by the public, at all other times.

7. **Scheduling**. CITY and DISTRICT shall use the following procedures to schedule use of the Community Playfields and the Gymnasium:

a. Annually, two months before the start of each school year, DISTRICT and CITY shall meet (the "Annual Meeting") to schedule DISTRICT use of the Community Playfields and the Gymnasium at times other than School Hours for special DISTRICT events throughout the school year. In the event that it is determined at the annual meeting that there are conflicts between desired DISTRICT use and uses proposed by CITY, the Parties shall cooperate in rescheduling events to eliminate conflicts. In such scheduling, DISTRICT will have exclusive use after the close of the school day until 6:00 p.m., at which time the CITY shall have the exclusive right to program activities, unless CITY and DISTRICT otherwise agree.

b. For events other than those scheduled at the Annual Meeting, non-DISTRICT events scheduled by CITY for non-school hours shall have priority over DISTRICT events, provided, however, that if DISTRICT schedules with the CITY an event, no greater than 30 and no less than 21 days before the scheduled date, and the scheduled date is open, DISTRICT shall have priority. CITY shall also give priority in scheduling to El Rio youth sports leagues, consistent with the Memorandum of Understanding between the Parties that is attached hereto as Exhibit B, and incorporated by this reference.

c. For all non-DISTRICT events, CITY shall require of the event sponsor that the sponsor demonstrate insurance coverage in accordance with the CITY risk management policies and procedures, and that the DISTRICT be shown as an additional insured with respect to such coverage.

8. **Maintenance (Including Custodial) Responsibilities**

a. CITY shall maintain and pay the cost of maintaining the Community Playfields (including all parking lots) and repairing all equipment and apparatus used at the Community Playfields, including replacement costs. CITY and DISTRICT shall each pay 50% of the cost of maintenance of the Gymnasium. Maintenance, shall include providing custodial and cleaning service, repair, refinishing of floors, and replacement of all facility components and components necessary to support use of the facility as reasonably necessary. DISTRICT shall be responsible for actual

maintenance (including cleaning, repair, and replacement) and CITY shall pay to DISTRICT fifty percent (50%) of the actual reasonable cost of such maintenance. Maintenance of all facilities, including the Gymnasium shall be according to CITY maintenance standards. A copy of the current City maintenance standards for gymnasiums is attached hereto as Exhibit C.

b. CITY shall pay 100% of the cost of utilities used in maintaining the Community Playfields, including lighting of all fields, and water for all plants. CITY and DISTRICT shall each pay 50% of the cost of electric utilities used for operation of the Gymnasium. The Gymnasium shall be separately metered, so these costs may be readily established. DISTRICT will pay the cost of all other utilities associated with Gymnasium use.

c. CITY and DISTRICT shall each be responsible for costs associated with their own use of the gymnasium for events and programs. CITY shall be responsible for all litter and trash collection at the Community Playfields. DISTRICT shall be responsible for litter and trash collection at the Gymnasium, however, CITY shall be responsible for litter and trash collection caused by CITY's use of the Gymnasium.

d. CITY shall pay the cost of unlocking and relocking the Gymnasium (including but not limited to portions of the School Site required to access the Gymnasium) necessitated by CITY's use of the Gymnasium. CITY and DISTRICT shall each use a lock system which allows the person gaining access to be identified. All persons and organizations using the Community Playfields and Gymnasium may have access to and use parking lots on the Site. DISTRICT shall ensure that during the time that Community Playfields and Gymnasium are being used by CITY, parking lots on the Site are open and available for public parking use. The Parties understand that at times, demand for parking may exceed the capacity of the facilities and that at such times, use shall be on a first come, first served basis for all persons.

e. CITY represents that it uses integrated pest management techniques. CITY will cooperate with DISTRICT in implementing the California School IPM Guidebook and Model Program with respect to pest control at the Community Playfields. CITY and DISTRICT will work cooperatively to develop pest management timetables and notification procedures which will comply with such guidebook. DISTRICT, after receiving necessary information from CITY, will be responsible for actually providing notice to students, parents, and others to whom notices must be given, of activities requiring notice. CITY and DISTRICT will cooperate in complying with any future or other state, federal, or local standards concerning pesticide application.

9. **Joint Review**. CITY and DISTRICT shall meet annually prior to January 1 of each year to review the joint use of the Community Playfields and Gymnasium, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost allocations provided in this Agreement may be revised for the subsequent year upon the mutual consent of both CITY and DISTRICT, evidenced by a written amendment to this Agreement, executed by CITY's City Manager ("City Manager") and DISTRICT's Superintendent ("Superintendent"). CITY and DISTRICT may meet more often as needed pursuant to the request of either Party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to Superintendent and City Manager who shall meet together and

resolve the matter. In the event the City Manager and the Superintendent are unable to resolve any issue that arises, the matter in dispute may be referred to the Mayor of Oxnard and the President of the Rio School District Board of Trustees, who shall meet together to resolve the dispute.

10. **Neighborhood Cooperation and Involvement**. CITY and DISTRICT shall both continuously cooperate and coordinate with the neighborhood in which the school/park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success and full acceptance of a joint use school/park facility.

11. **California Environmental Quality Act Compliance**. DISTRICT shall act as lead agency for compliance with the California Environmental Quality Act, Public Resources Code section 21000 *et seq.* ("CEQA"). CITY shall act as a responsible agency with regard to any and all issues related to or arising out of use of the Community Playfields and Gymnasium as a joint use school/park.

12. **Change of Use**. Upon completion of the improvements on the Community Playfields and of the Gymnasium, neither DISTRICT nor CITY shall change the type of use or place any structure upon the Community Playfields or the Gymnasium without consulting with and obtaining the written consent of the other party. This paragraph is not intended to prevent DISTRICT from conducting physical education programs deemed necessary in the sole discretion of DISTRICT to meet the educational and developmental needs of its students on the Community Playfields or in the Gymnasium and undertaking changes to the Community Playfields or the Gymnasium without consultation with CITY, so long as the activities and changes do not cause permanent changes to the Community Playfields or Gymnasium and so long as any equipment or apparatuses used may be removed after use.

13. **Charge for Use**. CITY may charge the adults and adult organizations that use the Community Playfields and Gymnasium during non-School Hours a user fee or charge for such use. The purpose of this fee is for CITY to recover the costs it incurs in scheduling the use of and maintaining the Community Playfields and Gymnasium. DISTRICT shall not be charged for its use of the Community Playfields or Gymnasium either for use during School Hours or for use during non-School Hours that has been properly scheduled, provided that CITY may charge DISTRICT for programs or services provided by CITY to DISTRICT in connection with such use. DISTRICT shall not charge the City or the public for the use of the Community Playfields or Gymnasium. CITY intends to fund maintenance of the Community Playfields and Gymnasium by forming a community facilities maintenance district or assessment district. DISTRICT shall not be required to contribute to any assessment imposed by such community facilities maintenance district or assessment district which is imposed for maintenance of the Community Playfields or the City's portion of the cost of maintaining the Gymnasium.

14. **General Terms and Conditions**. CITY and DISTRICT hereby agree to the following general terms and conditions:

GENERAL TERMS AND CONDITIONS

15. **Quiet Possession**. DISTRICT and CITY, subject to performing the covenants and agreements herein, shall at all times during the term of the Agreement peaceably and quietly have, hold, and enjoy

the Community Playfields and Gymnasium, respectively, during the time periods assigned to each for the Terms aforesaid, subject to the terms of this Agreement.

16. **Entry and Inspection**. CITY reserves, and shall always have the right, subject to reasonable notice during School Hours, to enter upon the Community Playfields and Gymnasium for the purpose of viewing and ascertaining the condition thereof, or of maintaining the property. Any person performing an inspection shall report first to the school office. CITY shall establish and provide to DISTRICT a routine weekly schedule for maintenance, so that DISTRICT will be aware of the times during which maintenance will occur. Routine maintenance shall be scheduled in such manner and such times that will not disrupt the ongoing educational activities of DISTRICT. CITY will cooperate with DISTRICT to establish protocol for identification of maintenance workers.

17. **Assignment**. Neither DISTRICT nor CITY shall assign this Agreement, or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.

18. **Compliance with Law**. Each Party, at its sole cost and expense, shall comply, and shall secure compliance by persons within the control and authority of each Party, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force in the use of the premises by persons within the control and authority of each.

19. **Assigns**. Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the Parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the Parties.

20. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

21. **Administration of Agreement: Notices**. Control and administration of this Agreement is under the jurisdiction of the Superintendent as to DISTRICT's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon DISTRICT may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Rio School District, 3300 Cortez Street, Oxnard, California 93036, Attention: Superintendent, or may be personally served upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Control and administration of this Agreement is under the jurisdiction of the City Manager as to CITY's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon CITY may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030. Any notice or notices given or served as provided herein shall be

effective and binding for all purposes, upon the principals of the Parties so served upon personal service or five (5) days after mailing in the manner required herein.

22. **Remedies**. In the event that either Party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that Party and shall fail to cure said default within one hundred twenty (120) days after the service of written notice upon the defaulting Party as provided in paragraph 21, specifying the default complained of, then the Party that gave such written notice may, at its option, without further notice or demand upon the defaulting Party or upon any person claiming through the defaulting Party, immediately terminate this Agreement and all rights of the defaulting Party and of all persons claiming rights through the defaulting Party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting Party, the Party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting Party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

23. **Indemnity**.

a. CITY agrees to indemnify and save DISTRICT, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person or property caused by the independent acts of the CITY, its agents or employees in connection with the performance of this Agreement and the use of the Community Playfields and Gymnasium. CITY shall also indemnify and defend DISTRICT from and against any and all claims against DISTRICT resulting from the use or occupancy of the Community Playfields and Gymnasium during the periods of CITY's possession of the Community Playfields and Gymnasium, including the use of the Community Playfields and Gymnasium by the general public, unless caused by the independent acts of DISTRICT.

b. DISTRICT agrees to indemnify and save CITY, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person caused by the independent acts of DISTRICT, its agents or employees in connection with the performance of this Agreement and the use of the Community Playfields and the Gymnasium. DISTRICT shall also indemnify and defend CITY from and against any and all claims against CITY resulting from the use or occupancy of the Community Playfields and Gymnasium during the periods of DISTRICT's possession of the Community Playfields and Gymnasium unless caused by the independent acts of CITY.

24. **Insurance**.

a. DISTRICT represents to CITY that DISTRICT is legally self-insured for its public liability and property damage risk through the Ventura County Schools Self Funding Authority (VCSSFA), a joint powers agreement (JPA), for one million dollars ($1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. DISTRICT's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of DISTRICT in the Community Playfields and Gymnasium or any person acting for

DISTRICT or under DISTRICT's control or direction in the Community Playfields and Gymnasium. Public liability and property damage insurance JPA participation, or an alternative form of insurance coverage at DISTRICT'S sole discretion, shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars ($1,000,000), combined single limit liability. DISTRICT shall submit proof of JPA participation, or alternative insurance coverage, to the Finance Director of the CITY on or before the commencement of the Playfields Lease Term indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by DISTRICT shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to CITY by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

b. CITY represents to DISTRICT that CITY is legally self-insured for its public liability risk for one million dollars ($1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. CITY shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death there from, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of CITY in the Community Playfields and Gymnasium or any person acting for CITY or under CITY's control or direction in the Community Playfields and Gymnasium. Such public liability and property damage self-insurance, or an alternative form of insurance coverage at CITY's sole discretion, shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars ($1,000,000), combined single limit liability. CITY shall submit proof of self-insurance, or alternative insurance coverage, to DISTRICT on or before the commencement of this City Lease Term, indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by CITY shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to DISTRICT by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

c. Neither DISTRICT nor CITY shall use or permit the use of the Community Playfields and Gymnasium for any purpose other than those allowed by this Agreement. DISTRICT at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire insurance covering the Gymnasium. CITY at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire insurance covering the Community Playfields.

25. **Legal Proceedings**. The Parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights hereunder.

26. **Verbal Agreements**. The Agreement contains the complete expression of the whole agreement between the Parties hereto and no promises, representations, agreements, warranties, or inducements will be given effect, except as are fully set forth herein. This Agreement cannot be renewed, enlarged, modified, or changed in any respect except by written agreement between the Parties.

27. **Severance**. If any part of the Agreement is found by a court to be void or voidable, that part shall be severed from the remainder hereof, the latter to remain in full force and effect.

28. **Nondiscrimination**. DISTRICT, CITY, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, religious creed, national origin, ancestry, age or mental or physical disability, medical condition, marital status or sexual orientation of any person, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

29. **Amendments**. This Agreement may be amended, but only by written amendments, executed by both parties.

IN WITNESS WHEREOF, this Agreement is executed by the City of Oxnard by and through its Mayor upon approval of the City Council, authorizing such execution, and by the Rio School District acting by and through its Superintendent pursuant to a Resolution of its Board of Trustees.

THE CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA:

Dr. Patrick Faverty, Superintendent

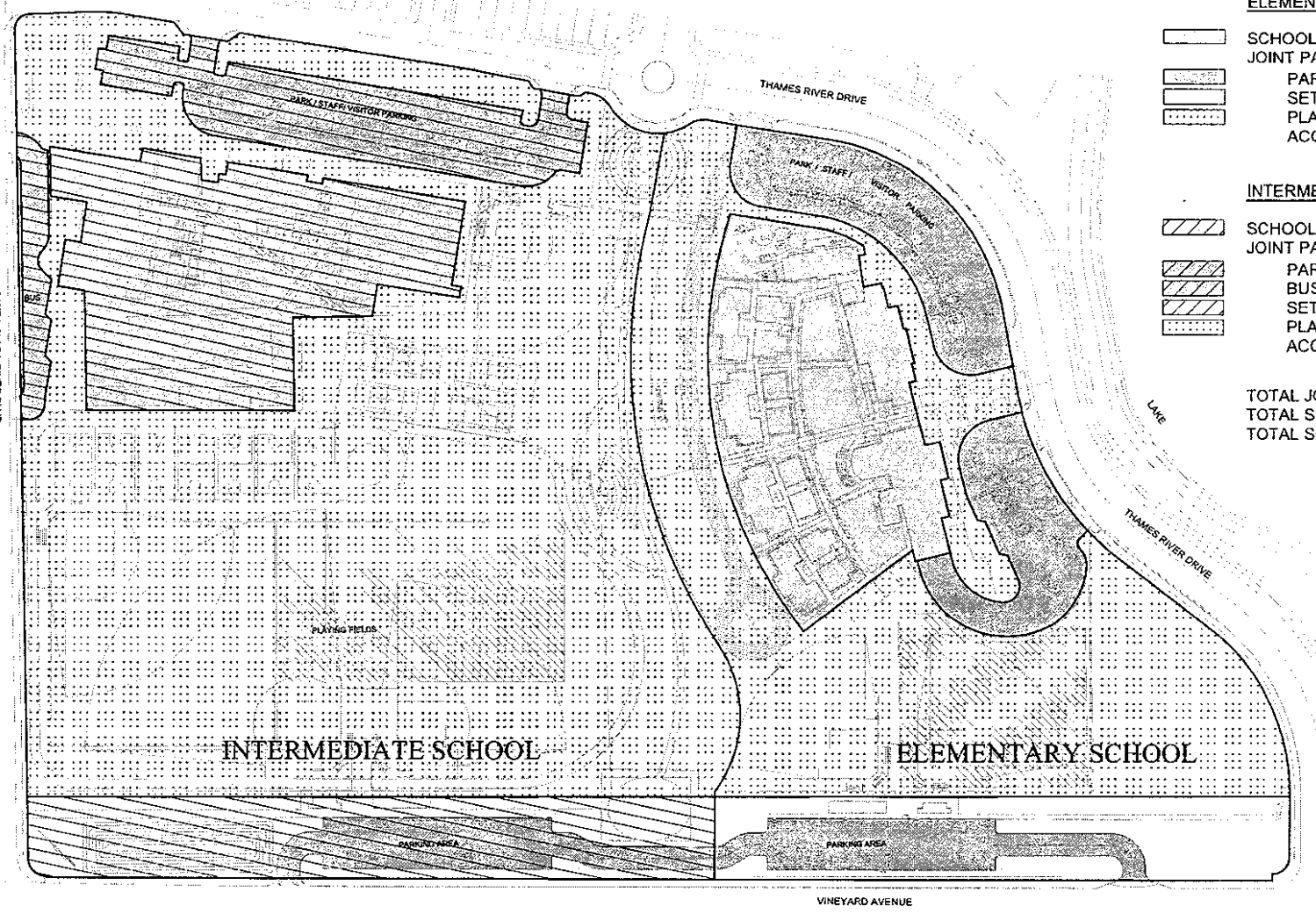
ATTESTATION:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Gary Gillig, City Attorney

RIVERPARK JOINT USE AREAS



Legend

ELEMENTARY SCHOOL		**11.55 AC**
SCHOOL		2.47 AC
JOINT PARK USE AREA		9.08 AC
PARKING	2.14 AC	
SET BACK	1.21 AC	
PLAYGROUND/ ACCESS AREAS	5.73 AC	
	9.08 AC	
INTERMEDIATE SCHOOL		**19.10 AC**
SCHOOL		2.63 AC
JOINT PARK USE AREA		16.47 AC
PARKING	1.82 AC	
BUS AREA	0.24 AC	
SET BACK	1.30 AC	
PLAYGROUND/ ACCESS AREAS	13.11 AC	
	16.47 AC	
TOTAL JOINT USE AREAS		25.55 AC
TOTAL SCHOOL AREAS		5.10 AC
TOTAL SCHOOL PARCEL		30.65 AC

N

SCALE 1" = 200'

RIVERPARK
RiverPark Development, LLC

January 19, 2004

HUITT-ZOLLARS
Huitt-Zollars Inc
430 Exchange, Suite 200 Irvine, CA 92602
Phone (714)734-5100 FAX (714)734-5155

EXHIBIT "A"

EXHIBIT "B"

MEMORANDUM OF UNDERSTANDINGCONCERNING
USE OF SCHOOL AND PARK FACILITIES

This Memorandum of Understanding is entered into by the City of Oxnard ("City") and the Rio School District of Ventura County, California ("District") and is dated effective April 20, 2004.

The City and the District have entered into an Agreement entitled "JOINT SCHOOL/PARK USE AGREEMENT FOR OPERATION AND USE OF THE SCHOOL AND PARK FACILITIES IN THE RIVERPARK SPECIFIC PLAN AREA" dated for reference purposes April 20, 2004 ("Use Agreement").

The Use Agreement governs the joint use of a school park facility of about 30 acres (the "Site") in the RiverPark Specific Plan Area of the City of Oxnard ("RPSPA"), in which area the City and the District anticipate that approximately 2800 homes will be developed. The homes will be in the District's boundaries. About 25.55 acres of the Site are to be devoted to recreational use, primarily organized youth baseball and softball activities (the "Park").

The Use Agreement, among other things, provides for use by the District of the Park during school hours and use by the City of the Park after school hours.

The parties to this Memorandum of Understanding recognize that the interests of the District and City are similar insofar as providing recreational opportunities to children.

The District presently provides the El Rio American Softball Association ("ASA") and El Rio Little League Baseball ("LLB"), with the use of playing fields at District facilities for use by District students and residents in the District area, and will continue to do so.

The District wishes to continue to help provide opportunities for children residing within the District's boundaries to participate in organized softball activities through the ASA, and organized baseball activities through LLB. The District anticipates that additional demand for fields will be created due to the development of the RPSPA and due to population increase in general.

The City is willing to cooperate in the creation of opportunities for use of the Park by ASA and LLB, provided that both the City and the District recognize that scheduling priority will be given to those organized youth leagues or teams that include the RPSPA in their service areas.

Based upon the foregoing, the District and the City agree the City will cooperate with the District and ASA and LLB, and will schedule ASA softball games and LLB baseball games at the Park with scheduling priorities equal to those implemented for other organized leagues seeking to use the Park provided that ASA and LLB give priority to youth residing within the RPSPA and offer opportunities to participate in ASA and LLB programs to all children and

youth within the District. The parties also agree that the City's cooperation in this request is based upon ASA and LLB continuing to use to the fullest extent the existing fields at Rio Plaza Elementary School and Rio Del Valle Junior High School.

CITY OF OXNARD

Date:_____ By: EXHIBIT
Dr. Thomas E. Holden, Mayor

ATTEST:

EXHIBIT
Daniel Martinez, Secretary

APPROVED AS TO FORM:

By: EXHIBIT
Gary L. Gillig, General Counsel

RIO SCHOOL DISTRICT OF VENTURA COUNTY

Date:_____ By: EXHIBIT

Its:_____

Public Works • Parks and Facilities Division
1060 Pacific Ave, Bldg. 3 • Oxnard, CA 93030
(805) 385-7950 • (805) 385-8946 • Fax (805) 385-7962

EXHIBIT "C"

October 16, 2003

City of Oxnard Maintenance Standards for Gymnasiums

Custodial Maintenance

1. All floors are to be mopped and swept daily.
2. Linoleum floors are to be stripped and waxed every six months.
3. Any carpet runners are to be vacuumed daily.
4. Restrooms are to be cleaned a minimum of once per day.
5. Trash is to be emptied daily.
6. All glass areas are to be cleaned daily.
7. Graffiti shall be removed immediately, as needed.
8. Water fountains are to be sanitized daily.

General Maintenance

1. HVAC- change filters once a month. Twice a year inspections and adjustments as needed
2. Floors- Stripped and resurfaced once per year. Every fifth year floors are to be stripped and sanded to bare wood and then resurfaced.
3. Re-pad backboards as needed.
4. Inspect backboard motors once per year.
5. Sand and refinish bleachers once per year.
6. Grease roller tracks on bleachers once per month.
7. Inspect volleyball standards and netting once per year.
8. Replace scoreboard lights as needed.
9. Paint all entry doors and roll-up doors once per year.
10. Paint interior walls once per year.
11. Rain gutters are to be inspected once a month.
12. Security systems (cameras) are to be inspected once per year.
13. Fire sprinklers are to be inspected once per year.
14. Light bulbs shall be replaced as needed
15. Outside lighting shall be replaced as needed

In addition to the above standards, the attached Preventive Maintenance List shall be followed.

Agreement No. A-6571

FIRST AMENDMENT TO THE JOINT SCHOOL/PARK USE AGREEMENT FOR THE MAINTENANCE, OPERATION AND USE OF THE SCHOOL AND PARK FACILITIES IN THE RIVER PARK SPECIFIC PLAN AREA

This First Amendment ("First Amendment") to the Agreement for the maintenance, operation and use of the school and park facilities in the River Park specific plan area ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of October, 2011, by and between the City of Oxnard, a municipal corporation ("CITY"), and the Rio School District of Ventura County, California, a political subdivision in the State of California, hereinafter referred to as DISTRICT, (CITY and DISTRICT are each a "Party" and are collectively the "Parties"). This First Amendment amends the Agreement entered into on September 27, 2005, by CITY and DISTRICT.

CITY and DISTRICT agree as follows:

1. In Section 6 of the Agreement, the first sentence is amended to read "...until 5:30 p.m. on each and every day that school is in session" and the second sentence is amended to read "...the Gymnasium after 5:30 p.m. on school days," thus replacing "6:00 p.m." with "5:30 p.m."

2. In Section 7a of the Agreement, the last sentence is amended to read: "In such scheduling, DISTRICT will have exclusive use after the close of the school day until 5:30 p.m. at Rio Vista Middle School Gymnasium and Playfield and at 4:30 p.m. at the Del Mar Playfield, at which time the CITY shall have the exclusive right to program activities, unless CITY and DISTRICT otherwise agree."

3. Section 8a of the Agreement is deleted and replaced with the following: "CITY shall maintain and pay the cost of maintaining the Community Playfields (including all parking lots) and repairing all equipment and apparatus used at the Community Playfields, including replacement costs. CITY will be responsible for maintenance of the Gymnasium floor and outside restroom during the CITY'S use; maintenance shall include providing custodial and cleaning service, repair and replacement of all facility components necessary to support use of the facility as reasonably necessary, but not major repairs. CITY will continue to pay the DISTRICT fifty percent (50%) of all necessary repairs to the Gymnasium, inclusive of refinishing of floors. Maintenance of all facilities, including the Gymnasium shall be according to CITY maintenance standards, similar to what is currently utilized at Colonia Memorial Park Veterans Gymnasium. A copy of the current city maintenance standards for gymnasiums is attached hereto as Exhibit C."

4. In Section 21 of the Agreement, The Rio School District address is deleted and replaced with "2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036."

5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Edmund F. Sotelo, City Manager

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA:

Dr. Howard Hamilton, Interim Superintendent

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Richard Arias, Project Manager

APPROVED AS TO CONTENT:

Dean Yamamoto, Project Manager

Agreement No. A-6571

CITY OF OXNARD
AGREEMENT/AMENDMENT REVIEW FORM

Consultant/Contractor: Rio School District of Ventura County

Purpose of Agreement/Amendment: Amending various sections of original agreement

Department: Recreation & Community Services **Agreement Termination Date:** 09/27/2060

Amendment Number: 1st Amendment **Replaces Agreement No.:** N/A

Total Value of Agreement including Previous Amendments: $ N/A
(Attach copies of all previous amendments and a copy of the original agreement.)

Value of this Amendment: $ N/A **Total Value of Amended Agreement:** $ N/A

Project Manager: Richard Arias, Recreation Supervisor **Phone:** 7998 7997. Hélène

Route Two Original Agreements for Signature and One Copy of This Form to the City Clerk.

Review Sequence	Initials	Date
1. Project Manager Obtains agreement number from City Clerk, approves content of agreement/amendment, assembles exhibits, processes insurance and bond documents, verifies consultant/contractor business tax certificate. Signs agreement/amendment approved as to content.	R	10/27/11
2. City Attorney Approves agreement/amendment. Signs agreement/amendment as to form.	[illegible]	10/31/11
3. Grants Management If applicable.		
4. Contractor/Vendor Signs agreement/amendment and includes certificate of insurance and bonds, if any.		
5. Risk Manager Approves for insurance. Signs agreement/amendment approved as to insurance.		
6. Purchasing Agent/Contract Compliance Review Committee Approves purchasing compliance. Signs agreement/amendment on behalf of City of Oxnard < $25,000. Confirms City business tax certificate.	BD	11/1/11
7. City Manager Approves and signs agreement/amendment if > $25,000.	[illegible]	11/9/11
8. City Council Approves agreement/amendment if over $25,000. Signs agreement > $250,000. Department to prepare agenda item if > $250,000 after other signatures obtained.		
9. Purchasing Agent/City Manager/City Clerk Forwards one original fully executed agreement/amendment to the City Clerk. Second original will be returned to the Project Manager. Please note that the Purchasing Agent will not authorize payments on any agreement/amendment if the original of same is not filed with the City Clerk's Office.		

RIO SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Mar 18, 2026 - Rio School District Regular Board Meeting
Category	8. Discussion/Action
Subject	8.2 Approval of Second Amendment to the Joint School/Park Use Agreement for the Maintenance, Operation and Use of the School and Park Facilities in the River Park Specific Area with Delegated Authority to Staff for Non-Substantial Modifications
Access	Public
Type	Action
Fiscal Impact	Yes
Recommended Action	Staff recommends the board approve the Second Amendment to the Joint Use Agreement with the City of Oxnard for the maintenance, operation, and use of the school and park facilities in Riverpark, with authority delegated to the Superintendent, Assistant Superintendent of Business to agree to minor non-substantive clarifying modifications as appropriate.

Public Content

Speaker: Rafael Gaeta, Ed.D., Assistant Superintendent, Business Services

Rationale:

In September 2005, the District and City approved the Joint Use Agreement to govern the shared use of the recreational facilities adjacent to and attached to the Riverpark schools operated by the District. As a result of the City's loss of funding from the Community Facilities District in Riverpark for the maintenance of the facilities, coupled with the District's desire to make certain fencing modifications to adjust the playground area associated with its schools, the Parties have proposed a Second Amendment to the Joint Use Agreement. This Agreement would align the existing obligations of the Parties with those that have developed
over time at the site, permit the District to make fencing adjustments on the site that would bring certain areas of hardscape under its control, and otherwise adjust and clarify the areas of responsibility on the site.

Financial Impact: Added costs of maintenance of landscaping and hardscape areas of Riverpark campuses brought back under District control.

SecAmenJUARP031826.pdf (1,037 KB)

Administrative Content

Executive Content

Second Amendment to the Joint School/Park Use Agreement (A-6571) for the Maintenance, Operation and Use of the School and Park Facilities in the River Park Specific Plan Area.

City Council
June 30, 2026

Anthony Miller, Special Districts Manager
Public Works Department

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the City Council authorize the Mayor to execute the Second Amendment to the Joint Use Agreement with the Rio School District for the maintenance, operation, and use of the school facilities in Riverpark.

- Since 2005, the Rio Vista Middle School and Del Mar Elementary School sites, located within Riverpark, have been jointly maintained under a Joint Use Agreement between the City of Oxnard, through Community Facilities District No. 5 ("CFD-5" or "Riverpark"), and the Rio School District.

- The agreement was amended in 2011 to adjust the times that the joint use areas are available to the public and to further clarify the maintenance responsibilities for each party.

BACKGROUND

- In July 2025, Rio School District officials and staff initiated a discussion with the City to explore shifting the fence line between the two schools to accommodate a larger playground area.

- This affects the Joint-Use area that is identified within the Agreement.

- This provided both parties the opportunity to amend the Agreement in order to better suit current site usage and memorialize existing conditions.

- The changes for the revised areas of responsibility are identified within the new "Exhibit A" of the Second Amendment.

- The following table includes a summary of the key changes reflected in the Second Amendment

ORIGINAL SCOPE	NEW SCOPE
- City maintains street parkways and exterior school-frontage landscaping in addition to the Joint-Use playfields.	- City continues to maintain street parkways and Joint-Use playfields. School District assumes responsibility for exterior and school-frontage landscaping.
- City maintains front and rear school parking lots.	- School District assumes responsibility for front parking lots. City retains rear parking lots, aligning maintenance responsibilities with current practice.
- Basketball courts shown as Joint-Use area with unclear maintenance responsibility	- Basketball courts removed from the Joint-Use area and School District assumes maintenance responsibility aligning with current practice.
- Fenceline layout shown as originally installed with unclear maintenance responsibility.	- Proposed School District fenceline changes shown with Rio School District ownership clearly named, aligning with current practice.
- Buffer area between school playfields included in Joint-Use area.	- Buffer area between school playfields removed from Joint-Use area and identified as School District maintenance responsibility.

- These changes were tentatively agreed to by School District staff and the Second Amendment was approved by the Rio School District Board on May 18, 2026, at their regularly scheduled Board Meeting.

- This Second Amendment will align the existing obligations of both Parties with the actual joint use that has developed over time, permit the School District to make desired fencing adjustments between the two schools, clarify the areas of responsibility, and reduce the maintenance obligation of the City and CFD for areas that are exclusively used to serve the School District.

FINANCIAL IMPACT

- This Second Amendment will reduce the amount of landscape that is currently maintained by the CFD-5 landscape contractor. The CFD-5 maintained landscape will be reduced by roughly 60,000 square feet with an estimated savings to the CFD of $50,000 for Fiscal Year 2026-27.

- Cost to maintain these areas for Fiscal Year 2026-27 and beyond will be borne by the Rio School District.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.2

DATE: June 30, 2026

TO: City Council

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

SUBJECT: Ratification of Emergency Amendment to Agreement with Macias, Gini & O'Connell for Additional Audit Procedures Related to the Fiscal Year Ended June 30, 2025.

RECOMMENDATION

That the City Council ratify the execution of an emergency amendment to the professional services agreement with Macias, Gini & O'Connell (MGO) in an amount not to exceed $40,000.00 for an overall amount not to exceed $1,259,759.75 for additional audit procedures necessary to complete the independent audit of the City's Annual Comprehensive Financial Report (ACFR) and Single Audit Report for the fiscal year ended June 30, 2025.

(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/Qtsuj5VTZyA

BACKGROUND

The City annually engages an independent certified public accounting firm to perform an audit of the City's financial statements and to conduct the federally required Single Audit in accordance with Generally Accepted Government Auditing Standards (GAGAS), the Uniform Guidance, and applicable state requirements.

The independent audit is a critical component of the City's financial accountability framework. The auditor's opinion provides assurance to the City Council, residents, investors, grantor agencies, bondholders, and other stakeholders regarding the fairness of the City's financial statements and the City's compliance with major federal grant programs.

Following the presentation of the Audited Financials Statements and the Single Audit Reports for FY 2024-25 to the Finance and Governance Committee on May 12, 2025, and prior to presenting those reports to City Council on May 19, 2026, the independent auditors were presented with assertions of an unknown nature made by the elected City Treasurer regarding matters related to the City's financial reporting. Although City management had previously provided all requested documentation and representations supporting the financial statements, professional auditing standards require the auditors to evaluate any new information and perform further procedures to determine whether the assertions had any impact on the audit opinion.

As a result, the auditors recommended expanding their work to independently verify the assertions, review supporting documentation, conduct additional interviews and testing, and assess whether the matters raised affected the City's financial statements, internal controls, or compliance requirements. The Chief Financial Officer, in consultation with the City Attorney, determined that the circumstances required prompt action in order to avoid any delays in the issuance of the City's required financial reports. Obtaining competitive proposals was determined to be impractical and not in the City's best interest. As such, the amendment had to be executed prior to Council approval in order for MGO to immediately commence the additional work.

Because immediate action was required and there was insufficient time to seek prior Council approval without jeopardizing the City's interests, staff executed the emergency amendment pursuant to the City's emergency purchasing authority. In accordance with Section 4-41(B)(2), staff is now presenting this item to the City Council for ratification.

DISCUSSION

The additional procedures performed by the auditors are outside the scope contemplated under the original audit engagement and therefore required an amendment to the existing professional services agreement.

The emergency amendment was necessary because any delay in completing the audit would have exposed the City to significant financial and operational risks, including:

- Delays in issuance of the City's ACFR and Single Audit Report;
- Potential suspension, delay, or loss of access to approximately $300 million in existing and prospective grant funding;
- Increased scrutiny from federal and state grantor agencies;
- Potential adverse impacts to the City's credit ratings and borrowing costs;
- Reputational harm affecting the City's standing with investors and oversight agencies; and
- Disruption to the City's ongoing financial operations and strategic initiatives.

Staff determined that obtaining the additional audit services from the City's existing independent auditors represented the most efficient and prudent course of action. The incumbent auditors possess institutional knowledge of the City's financial operations and had already completed the majority of the audit work. Procuring a separate firm to perform the required procedures would have caused substantial delays, duplication of effort, and additional costs.

The emergency amendment will allow the auditors to complete the necessary procedures and proceed toward issuance of the independent auditor's opinion and Single Audit Report, thereby protecting the City's financial interests and ensuring continued compliance with external reporting requirements.

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

Funding for the additional services is available within the Finance Department's Fiscal Year 2026 operating budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Javier Chagoyen-Lazaro, Chief Financial Officer

ATTACHMENTS

1. First amendment MGO agreement 325000539
2. Auditor's Scope Expansion Additional Services Letter
3. 325000539 Original Professional Services Agreement with MGO
4. Presentation First Amendment MGO Contract

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 27th day of May, 2026, by and between the City of Oxnard, a municipal corporation ("City"), and Macias Gini & O'Connell LLP ("Consultant"). This First Amendment amends the Agreement entered into on May 21, 2025, by City and Consultant.

RECITALS

WHEREAS, City and Consultant desire to add additional audit services to their current agreement, which are necessary, and for which there is an urgent need, to update the date and reissue the Consultant's independent auditor's reports of the City for Fiscal Year 2024-25. Delay in doing so will expose the City to significant financial and operational risk; and

WHEREAS, it is necessary to increase the total contract amount by $40,000 to cover the additional audit services proposed by the Consultant.

City and Consultant agree as follows:

1. The recitals are true and correct and incorporated herein by this reference.

2. Section 5 of the Agreement is hereby amended as follows: The "Agreement Not To Exceed Amount" shall be increased to: "$1,259,895.00."

3. The reference to the Scope of Services Exhibit A everywhere it is listed in the Agreement is hereby amended to add also the Scope of Services Exhibit A-1. The Scope of Services Exhibit A-1 is attached hereto and incorporated herein by this reference.

4. The hourly rates table included in the Exhibit B Schedule of Compensation in the Agreement is hereby replaced by the hourly rates included in Exhibit B-1. Exhibit B-1 is attached hereto and incorporated herein by this reference.

5. Pursuant to Oxnard City Code section 4-41, this First Amendment must be ratified by the City Council, and the authority to perform work under this First Amendment will automatically terminate on the date that the City Council denies ratification, if such denial occurs.

6. 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: 6/17/26

☐Libertad Macias, Purchasing Agent [2]

Alexander Nguyen, City Manager — 6/17/2026 Date

ATTEST:

Lourdes A. López, City Clerk — 6/18/2026 Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) — 6/17/2026 Date

[SERVICE PROVIDER]

Linda Hurley, Partner — 06/17/2026 Date

David Bullock, Partner, [3] — 6/17/2026 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-1
ADDITIONAL SCOPE OF WORK

Additional procedures to be performed by MGO:

1. Meet with elected Treasurer Molina and obtain clarity on his comments made in the meeting with MGO on May 19, 2026, and discuss his concerns regarding the City's financial reporting.
2. Based on our follow-up meeting with elected Treasurer Molina we will review our audit risk assessment, including fraud risk, to determine if revision and further audit procedures are necessary based on our judgement.
3. Evaluate and document the disposition of the judicial orders and actions taken by the City's management to comply with the orders and conclude as to the significance on the City's financial reporting.
4. Evaluate and conclude on the impact of the new information on the independent auditor's reports and determine whether we can provide opinions on the City's basic financial statements and major federal programs.
5. Determine whether the new information and the results of any additional audit procedures result in deficiencies in internal controls or matters of material noncompliance over financial reporting that we are required to report on in accordance with generally accepted auditing standards and *Government Auditing Standards*.
6. Have management provide an updated management representation letter.
7. Update the date upon successful completion of the above procedures and reissue the independent auditor's reports provided we have a reasonable basis for conclusion.

EXHIBIT B-1
HOURLY RATES

Classification	2025 Standard	Discount	Quoted Rates
Managing Partner/CEO	$655	n/a	$655
Chief Quality Officer	$650	n/a	$650
Chief Risk Officer/General Counsel	$755	n/a	$755
State and Local Government Industry Leader	$565	n/a	$565
Partners	$540	75%	$405
Directors	$450	75%	$338
Senior Managers	$400	75%	$300
Managers	$360	75%	$270
Supervisors and Senior Associates	$285	70%	$200
Experienced Associates	$225	70%	$158
Staff Associates	$200	70%	$140
Administrative Assistants	$140	70%	$98

mgo. | Certified Public Accountants

May 26, 2026

VIA E-MAIL
Mr. Alexander Nguyen, City Manager
Mr. Javier Chagoyen-Lázaro, Chief Financial Officer
City of Oxnard
300 West 3rd St.
Oxnard, California 93030
alexander.nguyen@oxnard.org
javier.chagoyenlazaro@oxnard.org

Dear Mr. Nguyen and Mr. Chagoyen-Lázaro:

Macias Gini & O'Connell LLP is in receipt of the letter from Kenneth Rozell dated May 21, 2026. We have also reviewed the City's response to our letter dated May 19, 2026, to Mayor Luis Mc Arthur and additional correspondence from elected Treasurer Molina (attached). We acknowledge the actions of the City's management regarding the disposition of legal rulings related to elected Treasurer Molina's functions as the City Treasurer and that elected Treasurer Molina declined to meet with Mayor Luis Mc Arthur and Eric Sonstegard, Assistant City Manager, and would only express his concerns to the auditors.

As stated in our letter to Mayor Luis Mc Arthur, we are bound by generally accepted auditing standards (AU-C Section 560) to evaluate new information brought to our attention after the auditor's release date where there is uncertainty on whether the information could have an impact of the independent auditor's report had the auditor known of the information during the audit and evaluate the new information to determine if there is an impact to the independent auditor's report. The matter brought to our attention by the elected City Treasurer has caused us to be skeptical whether there is an allegation of wrongdoing or missing financial statement disclosure that may have an impact on the independent auditor's report. Because we a still unclear about the nature of the allegation and comments made to me from the elected City Treasurer, we will not rescind the recall of the independent auditor's reports dated May 4, 2026, for both the basic financial statements and single audit report for the year ended June 30, 2025.

After consideration of the City's response to our letter and the correspondence received from elected Treasurer Molina, we have developed a proposed action plan to resolve this matter and reissue the independent auditor's reports. However, if we cannot reasonably complete these actions through the cooperation of elected Treasurer Molina or City management and/or further information is identified relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

The following are our proposed actions:

1. Meet with elected Treasurer Molina and obtain clarity on his comments made in the meeting with me on May 19, 2026, and discuss concerns he may have regarding the City's financial reporting.
2. Based on our meeting with elected Treasurer Molina we will review our audit risk assessment, including fraud risk, to determine if revision and further audit procedures are necessary based on our judgement.
3. Evaluate and document the disposition of the judicial orders and actions taken by the City's management to comply with the orders and conclude as to the significance on the City's financial reporting.
4. Evaluate and conclude on the impact of the new information on the independent auditor's reports and determine whether we can provide opinions on the City's basic financial statements and major federal programs.
5. Determine whether the new information and the results of any additional audit procedures result in deficiencies in internal controls or matters of material noncompliance over financial reporting that we are required to report on in accordance with generally accepted auditing standards and *Government Auditing Standards*.
6. Have management provide an updated management representation letter.
7. Upon successful completion of the above procedures, and if we have a reasonable basis for our conclusion, update the date and reissue the independent auditor's reports.

This additional work is outside the scope of our original engagement and contract with the City. We are estimating the additional fees for the level of effort required to complete the action items above will be between $30,000 to $40,000.

Upon your approval, we can begin the additional scope of work the week of June 1, 2026, and provide daily status to you on our progress through completion.

Let me know if you would like to proceed with our proposed action plan.

Sincerely,

Macias Gini & O'Connell LLP

cc: Stephen Fischer, City Attorney (stephen.fischer@oxnard.org)
Kenneth Rozell, Assistant City Attorney (kenneth.rozell@oxnard.org)
Eric Sonstegard, Assistant City Manager (eric.sonstegard@oxnard.org)
Stephanie Sessions Perkins, MGO General Counsel (SPerkins@mgocpa.com)

Attachment: Email from Philip Molina dated May 21, 2026

Attachment

Linda Hurley

From: phil molina <bestofoxnard@gmail.com>
Sent: Thursday, May 21, 2026 3:13 PM
To: Luis McArthur; Linda Hurley
Cc: Alicia Percell; Luly Lopez; martha.guillen@oxnard.org
Subject: Re: subject of the meeting?

ATTENTION: This email was sent from someone outside of MGO.

Mayor Mr. Luis McArthur, et al

My previous response explained that I do not need your approval to talk with and to the auditors. My concerns should be part of their review process and if they do that I will provide the auditors with information. I will not use you or anyone else as a go between the elected treasurer and the city's auditors.

--
Respectfully,

Phillip Molina, CPA(retired), MBA, Certified Mediator
City of Oxnard Elected City Treasurer

On Thu, May 21, 2026 at 10:08 AM Luis McArthur <luis.mcarthur@oxnard.org> wrote:

Please accept my apologies, Treasurer Molina, for my delayed response. I would appreciate the opportunity to discuss your statement to the auditor and review any areas you may have identified as potentially overlooked. This will help ensure that your concerns are properly highlighted for the auditor's consideration.

Best regards,
Luis A. Mc Arthur

> Mr. Mayor et al
>
> Professional courtesy would dictate that you provide me the subject matter of the meeting. My acceptance of the day and time for the meeting is subject to receiving that information today.
>
> As one of three elected positions whose constituents are the entire city I appreciate your response.
>
> **Respectfully,**

1

Phillip Molina, CPA(retired), MBA, Certified Mediator
City of Oxnard Elected City Treasurer
The City may not through legerdemain un-elect the office of city treasurer and defeat the choice of the voters.

On Wed, May 20, 2026 at 10:44 PM phil molina <bestofoxnard@gmail.com> wrote:

Mr. Luis McArthur, Mayor
cc: Martha Guillen, Mayor's Aide

I need to know the subject matter for the meeting with you and Eric Sonstegard so that I can be prepared.

--
Respectfully,

Phillip Molina, CPA(retired), MBA, Certified Mediator
City of Oxnard Elected City Treasurer

Agreement No. 325000539

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND MACIAS GINI & O'CONNELL LLP

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Macias Gini & O'Connell LLP ("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."

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. **Recitals. [INTENTIONALLY OMITTED]**

2. **SUMMARY DESCRIPTION OF SERVICES.**
   Agreement for Professional Auditing Services reference "Exhibit A"

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.

   Macias Gini & O'Connell, an LLP of the State of California, located at 700 South Flower St., Suite 800. Los Angeles, CA 90017.

4. **TERM OF AGREEMENT:** From (Date): **05/21/2025** To (Date): **05/20/2030**

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

5. **AGREEMENT AMOUNT NOT TO EXCEED:** **$1,219,895.00**

COUNCIL APPROVED
5/20/25 K.5
DATE

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

Exhibit A:	Scope of Services
Exhibit B:	Schedule of Compensation
Exhibit C:	Insurance Requirements: City Insurance Exhibit INS-B
Exhibit D:	Federal Funding / Grant Requirements Rider **[NOT APPLICABLE]**
Exhibit E:	Living Wage Policy
Exhibit F:	Prevailing Wage Policy **[NOT APPLICABLE]**
Exhibit G:	Iran Contracting Certification

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

City Designated Representative	Consultant Designated Representative
Name: Cesar Perfecto	Name: Linda Hurley
Title: Controller	Title: Engagement Partner
Phone: 805-385-7461	Phone: (949) 296-4340
Email: cesar.perfecto@oxnard.org	Email: LHurley@mgocpa.com
Address: 300 West Third Street, 3rd flr Oxnard, CA 93030	Address:700 South Flower St., Suite 800 Los Angeles, CA 90017

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: invoices@oxnard.org.

B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from claims and liabilities solely related to compensation for completed and accepted work, provided that this release shall not apply to any outstanding claims for unpaid amounts, disputed invoices, additional work required due to

C. changes request by the City after final payment. 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. Furthermore, the City's payment shall not be deemed an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, except to the extent such defects or errors result from inaccurate, incomplete, or misleading information provided by the City,.

D. 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.

E. **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. **FEDERAL GRANT FUNDING REQUIREMENTS .** [RESERVED]

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

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

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

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

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

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

20. **OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY.** .City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement, except the audit workpapers, 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. Consultant shall retain ownership and copies of audit workpapers (physical or electronic) as defined below in accordance with

applicable professional standards and regulatory requirements. Consultant shall provide a copy of the audit workpapers upon request from the City.

A. Ownership of Documents. Every final report, deliverable, or other work product specifically prepared for and provided to City pursuant to this Agreement shall be the property of City. However, Consultant shall retain ownership of its engagement workpapers, proprietary methodologies, internal templates, and other pre-existing or independently developed materials used in connection with the performance of this Agreement. The City acknowledges that Consultant's confidential and proprietary materials, including internal workpapers, regulatory-required documentation, and trade secrets, shall remain the sole property of Consultant and shall not be subject to disclosure or ownership by City, except as required by law. Notwithstanding the foregoing, any pre-existing intellectual property, software, tools, methodologies, or templates used by Consultant in connection with this Agreement shall remain the property of Consultant, and the City shall obtain no ownership interest in such materials City shall make no claim of ownership to Consultants' audit workpapers (defined as proprietary methodologies, internal templates, and other pre-existing or independently developed materials, as well as trade secrets, pre-existing intellectual property, software, tools, methodologies, or templates) used in connection with the performance of this Agreement.
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, except audit workpapers as described in Section 20.A. 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 completed deliverables, reports and materials 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 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.
    B. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

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

25. **LIVING WAGE REQUIREMENTS**. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002

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

26. PREVAILING WAGE REQUIREMENTS. [INTENTIONALLY OMITTED]

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

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

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

29. CONFLICT OF INTEREST. Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its

financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk.Consultant affirms that it is and will remain independent of the City, as defined by generally accepted auditing standards in the United States of America, and complies with the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct, as well as the *Government Auditing Standards* (2018 revision) published by the U.S. Government Accountability Office (GAO) and will adhere to any requirements set by the California state board of accountancy. Should Consultant's independence be compromised in fact or appearance, Consultant will immediately inform the City of the circumstances and work with the City on a resolution. 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 Mc Arthur, Mayor[1] — Date

MACIAS GINI & O'CONNELL LLP

Linda Hurley, Partner — 05/16/2025
Date

ATTEST:

Lourdes A. López, City Clerk — 5/21/2025
(only if Mayor authorizes) Date

APPROVED AS TO FORM:

Stephen M. Fischer, — 5/20/2025
City Attorney (always required) Date

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

Agreement No. 325000539

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT
(CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)

SCOPE OF SERVICES

The City desires an Annual Comprehensive Financial Report (ACFR) and its component unit financial statements for the City of Oxnard to be prepared by the independent auditor and be fully compliant with GAAP and GASB for the fiscal year ended June 30, 2025 and each of the subsequent fiscal years through 2029 of the audit firm's contract with the City.

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The auditor is to express an opinion on the fair presentation of the combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the ACFR. However, the auditor is to provide an "in-relation to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards, as well as certain limited procedures for the Measure O fund as required by City ordinance.

1. **The selected independent auditor will be required to perform the following tasks:**

a. The audit firm will perform an audit of all funds of the City of Oxnard. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller of the United States. The audit will be in full compliance with applicable GASB statements during the fiscal year the audit is being performed. The audit firm will render their audit report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.

b. The audit firm will perform a single audit (if applicable) on the expenditures of federal grants in accordance with the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance) and render the appropriate audit reports on Internal Controls over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with the Uniform Guidance.

c. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures, and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the Mayor and City Council.

d. The audit firm shall prepare the Annual State Controller's Report for the City, the City's Annual Street Report, and the Single Audit Report. The auditor should clearly take all the above into account when preparing the proposal.

2. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

a. A report on the fair presentation of the City's basic financial statements in conformity with generally accepted accounting principles.

b. A report on the City's compliance with major program requirements in accordance with the Uniform Guidance and a report on internal control over compliance with the Uniform Guidance.

c. A report on the financial statements of the Measure O fund and a report on the City's internal controls and compliance with Measure O Ordinance No. 2779.

d. An agreed-upon procedures report on the annual calculation of the City's appropriation limit in accordance with AT-C 215 Agreed-Upon Procedures Engagements.

e. A report in accordance with *Government Auditing Standards* on the internal control and compliance over financial reporting.

    1. The internal control report shall communicate in writing to management any material weaknesses and significant deficiencies in internal control over financial reporting found during the audit. A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance (City Council).

    2. The compliance report shall communicate in writing matters of noncompliance with certain provisions of laws, regulations, contracts and grant agreements that could have a direct and material effect on financial reporting.

Preparation and submission of the State Controller's reports for the City.

f. Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to both the City Manager and the Chief Finance Officer.

g. Reports to the City Council. The auditor shall inform the City Council of the following:
    1. The auditor's responsibility under generally accepted auditing standards
    2. Significant accounting policies and changes in accounting policies
    3. Management judgments and accounting estimates

4. Significant audit adjustments and uncorrected misstatements
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Difficulties encountered in performing the audit

3. Special Considerations

The City intends to send its Annual Comprehensive Financial Report (ACFR) to the Government Finance Officers Association and California Society of Municipal Finance Officers for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City to meet the requirements of that program.

The City intends to structure the contract so that the City has the option as to whether the auditor or City Staff would prepare the ACFR. The auditor shall be required to prepare the ACFR if the City elects that option. The cost of said preparation of the ACFR shall be an expense of the City.

4. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the City. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

5. Management Letters

The auditor shall present samples for the City.

6. Schedule for the 2025-26 Fiscal Year Audit

The auditor should complete each of the following no later than the dates indicated.

Preliminary Field Work to Begin	**May 2025**
Auditor Provides List of Schedules to be Completed	**June 2025**
Year End Field Work Begins	**October 2025**
Year End Field Work to be Completed	**October 2025**
Draft Audit Report and Recommendations Completed by Auditor	**November 2025**
Draft Audit Reports Returned to Auditor	**November-December 2025**
Revised Draft Auditor's Report Delivered to City	**December 2025**
Final Audit Reports and Management Letter Submitted to City On or before	**December 30, 2025**
Audits Presented to City Council for Acceptance	**January – February 2026**

7. Date Final Report is Due

a. The CFO will complete the review of the draft report as expeditiously as possible. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the City within ten (10) working days. It is anticipated that this process will be completed to allow City Council approval by the month of December following each fiscal year.

b. 20 signed copies of the City's Annual Comprehensive Financial Report (ACFR) are to be delivered.

8. Assistance to be Provided to the Auditor

Finance Department and Clerical Assistance

a. The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. City staff performs a variety of closing procedures during July and August, and they prepare a number of schedules in preparation for the year-end audit. The Auditor is expected to make use of this work product in preparing for the audit. A copy of the product list and pertinent work papers from the prior year will be made available for review to the selected firm. Any schedules not provided in those work papers and required for the audit, should be detailed and the request list submitted well in advance of fieldwork commencing.

b. Consideration must be given to the on-going tasks of the Finance Department. Consideration must also be given to the work schedules of the Finance Department staff and responsible management personnel. The auditor shall provide the City with a detailed audit plan and a list of all schedules to be prepared for both interim and year-end audit work. The City's normal hours of operation are Monday through Friday from 8:00 a.m. to 6:00 p.m. with the exception of every other Friday when the offices are closed.

EXHIBIT B
PROFESSIONAL SERVICE AGREEMENT
(CITY OF OXNARD and MACIAS GINI and O'CONNELL LLP)

SCHEDULE OF COMPENSATION

Below are hourly rates detailed by partner, senior manager, manager, field supervisor and other staff.

Title / Classification	2025 Standard - Cost per Hour	Discount	Discounted Rates - Cost per Hour
Partners	$ 540	75%	$ 405
Directors	$ 450	75%	$ 340
Senior Managers	$ 400	75%	$ 300
Managers	$ 360	75%	$ 270
Supervisors and Senior Associates	$ 285	70%	$ 200
Experienced Associates	$ 225	70%	$ 160
Staff Associates	$ 200	70%	$ 140
Administrative Assistants	$ 140	70%	$ 100

City of Oxnard						
Deliverables	Estimated Hours	2024/25	2025/26	2026/27	2027/28	2028/29
State Controller Reports (Cities, Special District, Annual Streets)	70	$ 12,995	$ 13,385	$ 13,785	$ 14,200	$ 14,625
Single Audit Report (up to 3 major programs)	120	$ 24,350	$ 25,080	$ 25,830	$ 26,605	$ 27,405
Annual Comprehensive Financial Report (ACFR)	810	$ 166,075	$ 171,055	$ 176,185	$ 181,470	$ 186,915
ACFR Preparation	85	$ 20,495	$ 21,110	$ 21,745	$ 22,395	$ 23,065
Measure O Report	30	$ 5,855	$ 6,030	$ 6,210	$ 6,395	$ 6,585
Gann Appropriations Limitation AUP Report	10	$ 10	$ 10	$ 10	$ 10	$ 10
Total (not-to-exceed) Fees	**1,125**	**$ 229,780**	**$ 236,670**	**$ 243,765**	**$ 251,075**	**$ 258,605**

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP

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.

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT 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. 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 affecting coverage required by this Exhibit INS-B. 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. 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 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. Consultant 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 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 Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Agreement No. 325000539

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
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**					

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

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

Agreement No. 325000539

GENERAL LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

□ Deductible □ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ coverage. □ Per Occurrence

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

OTHER PROVISIONS

COVERAGES

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: (___) _____

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

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

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

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

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

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

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

Agreement No. 325000539

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the "City")

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

□ COMMERCIAL AUTO POLICY
□ BUSINESS AUTO POLICY
□ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)

FEDERAL FUNDING/GRANT REQUIREMENTS RIDER

[NOT APPLICABLE]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)

LIVING WAGE POLICY

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

A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than $19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS EFFECTIVE JULY 1, 2024

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

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

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

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

EXHIBIT F

PROFESSIONAL SERVICES AGREEMENT
(CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)

PREVAILING WAGE

[NOT APPLICABLE]

EXHIBIT G

PROFESSIONAL SERVICES AGREEMENT
(CITY OF OXNARD and MACIAS GINI & O'CONNELL LLP)

IRAN CONTRACTING CERTIFICATION

Agreement No. 325000539

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to,or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entityidentified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engagedin investment activities in Iran created by DGS in accordance with subdivision
(b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): Macias Gini & O'Connell LLP

Federal ID Number (or n/a): 68-0300457

By (Authorized Signature): Linda Hurley

Printed Name & Title of Person Signing: Linda Hurley

Date Executed: 05/16/2025

Executed in the County of Orange in the State of California

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed: _____

Executed in the County of _____ in the State of _____

Ratification of Emergency Amendment to Agreement with Macias, Gini & O'Connell for Additional Audit Process Related to Fiscal Year Ended June 30, 2025

June 30, 2026

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

CITY OF OXNARD CALIFORNIA

Recommendation

That the City Council ratify the execution of an emergency amendment to the professional services agreement with Macias, Gini & O'Connell (MGO) in an amount not to exceed $40,000.00 for an overall amount not to exceed $1,259,759.75 for additional audit procedures necessary to complete the independent audit of the City's Annual Comprehensive Financial Report (ACFR) and Single Audit Report for the fiscal year ended June 30, 2025.

BACKGROUND

The elected City Treasurer made assertions of an unknown nature regarding matters related to the City's financial reporting, before the presentation of the FY 2024-25 Audited Financial Statements and Single Audit Reports to City Council scheduled for May 19, 2026.

The auditors recommended to expand their work to independently verify the assertions, review supporting documentation, conduct additional interviews and testing, and assess whether the matters raised affected the City's financial statements, internal controls, or compliance requirements.

The CFO and City Attorney determined that an emergency amendment was necessary because any delay in completing the audit would have exposed the City to significant financial and operational risks.

Recommendation

That the City Council ratify the execution of an emergency amendment to the professional services agreement with Macias, Gini & O'Connell (MGO) in an amount not to exceed $40,000.00 for an overall amount not to exceed $1,259,759.75 for additional audit procedures necessary to complete the independent audit of the City's Annual Comprehensive Financial Report (ACFR) and Single Audit Report for the fiscal year ended June 30, 2025.

CITY OF OXNARD CALIFORNIA

Questions / Discussion

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N.3

DATE: June 30, 2026

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: City Council Remote Access Disruption Policy.

RECOMMENDATION

That the City Council adopt a resolution titled, "A Resolution of the City Council of the City of Oxnard Adopting a Policy Regarding Disruptions of Remote Access During City Council Meetings"

(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/XckFc8GPU-w

BACKGROUND

Senate Bill (SB) 707 amended the Brown Act to require all “eligible legislative bodies” to comply with additional meeting requirements. The City Council meets the statutory definition under SB 707 of an “eligible legislative body” because Oxnard's population exceeds 30,000 residents. Among other SB 707 requirements, as an “eligible legislative body,” the City Council must establish a policy on how to address a disruption of telephonic or internet service that occurs during a City Council meeting by July 1, 2026.

Among the various SB 707 requirements, all “eligible legislative bodies” are required to offer remote public access to City Council meetings by either:

a. Two-way telephonic service, or
b. Two-way audiovisual platforms.

The City already complies with the SB 707 requirement of conducting City Council meetings in a hybrid format via Zoom (with call-in option). Additionally, to ensure public access and participation, SB 707 requires all “eligible legislative bodies” to establish a policy on how to address disruption of telephonic or internet service connection that occurs during a meeting. The City Council is the City’s only “eligible legislative body” for purposes of this policy.

The policy outlines the procedural steps for the City Council to follow if the hybrid remote access platform (Zoom or equivalent) is disrupted, which will include the City Council deciding whether to adjourn the open session or recess from open session for one hour or until remote access services are restored. If remote access services cannot be restored within one hour and the City Council intends to continue in open session, then the City Council must conduct a roll-call vote confirming that good faith efforts were made and that the public interest in continuing the meeting outweighs the need for remote access (Government Code Section 54953.4(b)(1)).

Members of the public will still be able to view City Council meetings if the hybrid remote access platform services cannot be restored; however, such resources do not constitute a two-way telephonic or two-way audiovisual platform as required by SB 707.

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: Luly Lopez, City Clerk, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. City Council Meeting Disruption Policy Resolution
2. City Council Meeting Disruption Presentation

CITY COUNCIL OF THE CITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A POLICY REGARDING DISRUPTIONS OF REMOTE ACCESS DURING CITY COUNCIL MEETINGS

WHEREAS, pursuant to Senate Bill 707, Government Code Section 54953.4 requires that, beginning July 1, 2026, eligible legislative bodies provide members of the public an opportunity to attend open and public meetings through a two-way telephonic service or a two-way audiovisual platform, subject to the exceptions stated in that section; and

WHEREAS, Government Code Section 54953.4, subdivision (b)(1)(A)(i)(I)(ib)(Ia), requires an eligible legislative body, on or before July 1, 2026, to approve at a noticed public meeting in open session a policy addressing disruption of telephonic or internet service occurring during meetings where remote access is required; and

WHEREAS, Government Code Section 54953.4, subdivision (b)(1)(A)(i)(I)(ib)(Ic), establishes requirements for recessing and reconvening a meeting and for making good faith efforts to restore service if a disruption prevents members of the public from attending or observing the meeting remotely; and

WHEREAS, the City Council is the City's only "eligible legislative body" for purposes of Government Code Section 54953.4; and

WHEREAS, the City Council desires to adopt a policy that implements the requirements of Government Code Section 54953.4.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference as though fully set forth.

SECTION 2. The City Council adopts the Disruption of Remote Access During City Council Meetings Policy attached hereto as **Exhibit A**.

SECTION 3. This Resolution implements Government Code Section 54953.4. It does not create rights beyond those required by state law and does not expand the obligations imposed by this section.

SECTION 4. If any provision of this Resolution or the application of any such provision is held invalid, such invalidity shall not affect the other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable and the City Council declares that it would

have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 5. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 30TH day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A. Mc Arthur, Mayor

ATTEST:

_____
Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

DISRUPTION OF REMOTE ACCESS DURING CITY COUNCIL MEETINGS

Section 1. Purpose

The purpose of this policy is to establish procedures for responding to disruption(s) of telephonic or internet services that provide two-way remote access for the public to attend and participate during City Council meetings. Pursuant to Government Code Section 54953.4, the City Council adopts this policy to ensure statutory compliance, transparency and public access during City Council meetings.

Section 2. Background

Senate Bill 707 (SB 707) requires all "eligible legislative bodies" to offer remote public access to City Council meetings by either (1) two-way telephonic service or (2) two-way audiovisual platforms. Under the statutory definition provided in SB 707, the Oxnard City Council is an "eligible legislative body" and is required to adopt, on or before July 1, 2026, a policy on how to address telephonic or internet service connection disruption that inhibits the public from accessing or observing a City Council meeting.

Section 3. Definitions

For purposes of this policy:

a. "Disruption" means any failure, outage, or other interruption in the City's telephonic or internet service that prevents members of the public from attending or observing in public open meetings of City Council.
b. "Remote Access Services" means the two-way telephonic service and/or two-way audiovisual platform (e.g., Zoom or equivalent) used to provide real-time remote public attendance and observation of public open meetings of City Council.

Section 4. Applicability

This policy applies to all open and public meetings of City Council at which remote public access is required per Government Code Section 54953.4(b)(1)(A)(i)(I)(ia) but does not apply in those circumstances where the Brown Act provides that remote public access is not required.

Section 5. Response to Disruption of Remote Access Services

If Remote Access Services are disrupted during a public open meeting of City Council, then the following steps must take place:

a. The City Council shall immediately announce the disruption to the public;
b. The City Council must either adjourn the open session or recess from open session for at least one (1) hour to make a good faith effort to restore the Remote Access Services;
c. During recess, the City Council may meet in closed session as permitted by Government Code Section 54953.4; and
d. If following recess of the meeting, Remote Access Services have not been restored within one (1) hour, then City Council may reconvene the meeting if it adopts, by roll-call vote, a finding that it made good faith efforts to restore the Remote Access Services and that the public interest in continuing the meeting outweighs the public interest in remote public access.

Section 6. Efforts to Restore Remote Access Services

The City Council shall make good faith efforts to restore Remote Access Services, which may include:

a. Troubleshooting platform or teleconferencing software;
b. Resetting or replacing audiovisual equipment;
c. Attempting alternative connection methods;
d. Contacting necessary support staff or service providers; or
e. Switching to back-up equipment or platforms, if available.

Pursuant to the Recordkeeping section of this policy, the City Clerk shall make a record and enter into the meeting minutes the disruption and restoration efforts undertaken by City Council.

Section 7. Reconvene Open Session

Open session may reconvene upon restoration of Remote Access Services, or after one (1) hour has elapsed from the time of disruption, whichever is earlier.

a. If Remote Access Services have been restored after one (1) hour, the City Council may reconvene the meeting in open session as normal.
b. If Remote Access Services have not been restored after one (1) hour, the City Council may reconvene the meeting in open session only after the following, or a substantially similar, finding is adopted by a roll-call vote of the City Council:

   "The City Council of the City of Oxnard has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy and the public interest in continuing the meeting outweighs the public interest in remote public access."

Section 8. Recordkeeping

If Remote Access Services were disrupted, then the City Clerk shall make a record and enter into the meeting minutes the following:

a. The nature and time of the disruption;
b. Whether open session was adjourned or the City Council complied with the procedures of this policy;
c. The restoration efforts undertaken;
d. The time the meeting was reconvened (if applicable); and
e. The finding adopted (if applicable).

City Council Remote Access Disruption Policy

City Council
June 30, 2026

CITY OF OXNARD CALIFORNIA

That the City Council adopt a resolution titled "A Resolution of the City Council of the City of Oxnard Adopting a Policy Regarding Disruptions of Remote Access During City Council Meetings"

BACKGROUND: SB 707 and the Brown Act

- What SB 707 Requires:

  • Eligible legislative bodies (cities with population >30,000) must provide two-way remote public access (telephonic or audiovisual) for all open meetings.

  • Must adopt a written policy on handling disruptions to remote access services by July 1, 2026.

  • The policy must address recess procedures, good faith restoration efforts, and findings to continue the meeting if service cannot be restored.

- Disruption: Any failure, outage, or interruption in the City's telephonic or internet service that prevents members of the public from attending or observing open meetings of the City Council via remote access.

- Remote Access Services: The two-way telephonic service and/or two-way audiovisual platform (e.g., Zoom or equivalent) used to provide real-time remote public attendance, observation, and participation in City Council meetings.

1. Announce: City Council immediately announces the disruption to the public in open session.

2. Decide: Council elects to either adjourn open session or recess for at least 1 hour to restore service.

3. Restore: During recess, staff makes good faith efforts to restore Remote Access Services. Closed session permitted as allowed.

4. Reconvene: If not restored after 1 hour, Council may reconvene only after roll-call vote adopting the required finding. If restored within the hour, Council may reconvene.

If Remote Access Services are not restored within one hour, the City Council may reconvene the meeting in open session only after adopting the following (or substantially similar) finding by roll-call vote:

"The City Council of the City of Oxnard has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy and the public interest in continuing the meeting outweighs the public interest in remote public access."

1. Troubleshooting platform or teleconferencing software issues

2. Resetting or replacing audiovisual equipment

3. Attempting alternative connection methods or platforms

4. Contacting necessary support staff or service providers

5. Switching to back-up equipment or platforms, if available

If Remote Access Services are disrupted, the City Clerk shall record the following in the meeting minutes:

- The nature and exact time of the disruption
- Whether open session was adjourned or the Council followed the recess procedures
- The specific restoration efforts undertaken
- The time the meeting was reconvened (if applicable)
- The finding adopted by roll-call vote (if applicable)

Adoption: City Council adopts the Resolution and Policy on June 30, 2026 (effective immediately).

Scope: Applies only to City Council meetings (the sole 'eligible legislative body' under the statute).

CITY OF OXNARD CALIFORNIA

QUESTIONS