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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
July 23, 2019
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the July 9, 2019 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Update on Lease and Operating Agreement with the Oxnard Historic Farm Park Foundation. (10/20/10)

RECOMMENDATION: That the Public Works and Transportation Committee:
1. Receive an update on the Lease and Operating Agreement with the Oxnard Historic Farm Park Foundation; and

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

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

2. Recommend the City Council consider a recommendation to sell the property to the Oxnard Historic Farm Park Foundation for a nominal amount.

Contact: Rosemarie Gaglione, (805) 385-8055

2. Public Works Department

SUBJECT: Approve Agreement with Parkhouse Tire, Inc. for Tire Repair and Tire Retreading Services. (10/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to execute a Trade Services Agreement (8601-19-CM) with Parkhouse Tire, Inc. in the not-to-exceed amount of $600,000 for a three-year term.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
July 9, 2019

A. ROLL CALL / POSTING OF AGENDA

At 11:00 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The Assistant City Clerk called the roll and announced the posting of the agenda. Member Bryan MacDonald and Chair Bert Perello were present; Member Tim Flynn was absent (arrived at 11:10 a.m.).

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Tara Mazzanti, Assistant City Attorney; Tatiana Arnaout, Acting City Engineer; Rosemarie Gaglione, Public Works Director; and Elizabeth Rubalcava, Assistant City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ray Blattel (status of City Hall men's restroom repairs, trash service policy for low-demand households).

The City Attorney introduced the new Assistant City Attorney, who made some remarks.

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the June 25, 2019 regular meeting as presented.

It was moved by Member MacDonald, seconded by Chair Perello, to approve the minutes as presented. VOTE: MacDonald and Perello voted in favor; the motion carried 2-0 (Flynn absent).

D. REPORTS

Public Works Department

1. SUBJECT: Approval of Agreements for On-Call Professional Engineering Services.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the Mayor to execute:
   1. Agreement No. A-8154 with Kennedy Jenks Consultants Inc. for On-Call Professional Engineering Services for a three year term, not to exceed $750,000.
   2. Agreement No. 8699-19-PW with Filippin Engineering, Inc for On-Call Professional Engineering Services for a three year term, not to exceed $250,000.

3. Agreement No. A-8159 with MNS Engineering for On-Call Professional Engineering Services for a three year term, not to exceed $750,000.

The Acting City Engineer gave a report. (Member Flynn arrived during this time.) Public comments were received from John Jay. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

Member MacDonald announced the upcoming ribbon-cutting for the new Gold Coast Transit District facility. Member Flynn requested a future item on the status of the intelligent transportation system. Chair Perello requested a future item on the earthquake-readiness of public buildings and adjustment of the living wage.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:27 a.m.

MICHELLE ASCENCION, CMC
City Clerk

BERT E. PERELLO
Chair

DRAFT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1.

DATE: July 23, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Update on Lease and Operating Agreement with the Oxnard Historic Farm Park Foundation. (10/20/10)

RECOMMENDATION

That the Public Works and Transportation Committee:
1. Receive an update on the Lease and Operating Agreement with the Oxnard Historic Farm Park Foundation; and
2. Recommend the City Council consider a recommendation to sell the property to the Oxnard Historic Farm Park Foundation for a nominal amount.

BACKGROUND

In June 2007, the City entered into a Lease and Operating Agreement (A-6875) with the Oxnard Historic Farm Park Foundation (Foundation). The Foundation was formed for the purpose of restoring and improving the 0.86 acres in accordance with the Master Plan. The property is located within the Pfeiler development at 1251 Gottfried Place. The site is open to the public on Tuesday from 9:00 am-11:00 am and Saturday from 9am to noon, or by appointment.

The grounds consist of the Albert Pfeiler House, Carriage House, courtyard patio, bathhouse/outhouse, plants and gardens, BBQ pit, farm equipment and public restrooms. The Foundation offers space for informational tours, site rentals, special events, and photos and machinery from the farming history of Oxnard.

Under the Agreement, the City has leased the property to the Foundation for $1.00 a year, and the lease term has renewed automatically. Per the terms of the agreement, the Foundation is to raise funds to restore and improve the property in accordance with the Master Plan. These funds were to be transferred to the City for design and construction of improvements.

DISCUSSION

There has been little oversight from City staff regarding the Foundation and its operations. Current Public Works Department (Public Works) staff were not aware of the agreement in which the Foundation is to report to and work with Public Works until October of last year. According to the agreement, improvements and projects were to be pre-approved by Public Works and carried out by the City as public projects by Public Works, however, that has not been the case. In addition, the City has not been receiving or requesting quarterly

or annual financial reports from the Foundation as required under the agreement.

Funds raised by the Foundation were supposed to be given to the City to be used for projects listed in the Master Plan. What has been happening is that the Foundation has been raising money and using that money to do these projects on their own. We have had discussions with the Foundation and have no reason to believe that the money was not spent on projects for the Farm, it's just that the work was not performed according to the process spelled out in the agreement.

The Foundation was to maintain property in accordance with a schedule and budget approved by Public Works. The Foundation has maintained the property, but Public Works has not been provided with any schedules or budget to review and approve. We have no record of Public Works requesting a schedule or budget. The Foundation is to pay for utilities used at the Farm, and they have been doing so.

The Foundation is to allow the public to visit the Farm one afternoon per week. They have been open two mornings per week. We have not heard any complaints about this schedule, but it is not exactly as the agreement required. The Foundation is to report income and expenses to Public Works each quarter. This has not happened and Public Works has not pursued this in the past.

The Foundation is to present an income and expense audit to Public Works annually. This has not been done, and there is no record of Public Works requesting this.

In addition, the Master Plan outlines the following obligations of the Foundation:

1. Restore the house to a museum - The design work is being done

2. Create a courtyard - This has been completed

3. Construct interior improvements to the carriage house to allow for a meeting space - This has been completed

4. Restore the 10x10 bathhouse - Work has not begun on this project yet

5. Create plots to plant crops - Grapevines and crops have been planted

6. Construct a replica of the 1880's Colonia Schoolhouse - This will not be completed due to funding

According to the Foundation, some modifications to the Master Plan had been made over the years due to funding. The Master Plan was to be a living document for project plans moving forward and the Foundation was to use it as a guideline. From the information available, the Foundation has worked to collect permits for certain building improvements or modifications, and various events but there was a lack of oversight and improvements and activities were occurring without Public Works approval.

Per the Lease and Operating Agreement, the Foundation was to turn over revenues to the City which would then fund projects at the site, to be managed and carried out by Public Works. Based on the agreement structure, donations would be transferred through the Foundation to the City. Transactions have not been taking place in accordance with the agreement. This structure is not preferred by either party at this time. According to the Foundation, funds have never been turned over to the City due to the fact that such an account was never established by City staff. In addition, the City was to receive revenue and expense reports on a quarterly basis,

which has not happened.

Earlier this year, the City met with a representative of the Farm and has collected annual revenue and expense reports from the Foundation dating back to 2014. Below is a brief summary of the reports:

Year	Revenue	Expenses
2014	$102,332	$80,150
2015	$75,918	$59,481
2016	$105,646	$154,983
2017	$48,624	$46,107
2018	$42,346	$22,983

Due to the lack of oversight on an agreement dating back to 2007, and since the structure of the agreement is cumbersome and not in keeping with best practices of municipal finance, staff recommends changing the arrangement to one that will keep the Farm as a historic property, open to the public, and with the ability to raise and expend funds for the specific purposes set forth in the current agreement. Options which were considered were to:

1. **Continue with the existing agreement - not recommended**.
This would require setting up the originally intended account, and this would not be in keeping with current best practices in municipal finance. Another issue is that people usually prefer to donate to the maintenance of historic properties when the money is under the control of a charitable foundation, rather than with a government entity. Also, the projects would need to be constructed as "public projects" which means that projects must be bid out the same as any City project, which could increase the cost of projects.

2. **Proceed with a new lease and operating agreement - not recommended.**
While a new agreement could be written to avoid some of the problems associated with the current agreement, the main issues still remain, in that the City would be responsible for maintaining the property if some big repair were necessary, and the City would still be responsible for constructing improvements, which would have to be bid out as public projects which translates to higher costs. Donors might still be reluctant to donate as much or as often since the City would be doing the work.

3. **Recommended Action - Sell the Property** for a nominal amount with deed restrictions to ensure that the intent of the original agreement is met in perpetuity, which is to keep the historic landmark well-maintained and open to the public, expand permitting for a variety of events and to entertain any other considerations that would improve the current operations. When donors give money to the Foundation, they can be assured that the funds will remain with the Foundation, which will hopefully increase donations. Projects can be performed by contractors for hire, or by qualified people who wish to donate their time to support the Farm. Permits would still need to be pulled and inspections conducted to ensure the safety of the work and conformance with the permits and the Master Plan. There will be less City staff time involved and there will be no issue of best practices in municipal finance.

If Council agrees with the recommended action, staff will return to Committee with a plan for the sale of the Farm to the Foundation for a nominal amount.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives: ties and youth population.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

This item has no financial impact.

Prepared by: Greg Cleary, Management Analyst III

ATTACHMENTS

1. Farm Park Agreement
2. Master Plan
3. Financial Statement of Activties
4. Permitting - Gottfried
5. Farm Park Presentation pdf2

Agreement No. A-6875

LEASE AND OPERATING AGREEMENT FOR HISTORICAL PROPERTY

This Lease and Operating Agreement for Historical Property ("this Agreement") is made and entered into this 17th day of July, 2007, by and between the City of Oxnard, California, a general law city ("City"), and the Oxnard Historic Farm Park Foundation, a California nonprofit public benefit corporation ("Foundation").

RECITALS

(A) City owns .86 acres of real property, including several structures thereon, designated as Ventura County Historical Landmark No. 165 (the Gottfried and Sophie Maulhardt/Albert Pfeiler Farm Site), as more particularly described in Exhibit A, attached hereto and incorporated herein by reference ("the Property"). The Property is surrounded by a chain link fence separating the Property from a public park also owned by City.

(B) Foundation was formed to restore and improve the Property and has presented a master plan to do so.

(C) The Ventura County Cultural Heritage Board has issued a Certificate of Appropriateness for the master plan to restore and improve the Property.

(D) The Planning Division and Environmental Services Manager of the City's Development Services Department has issued a Notice of Exemption from the California Environmental Quality Act for the master plan to restore and improve the Property.

(C) The City Council finds that entering into this Agreement is in the public interest and will confer a public benefit by encouraging restoration and improvement of the Property and public use and enjoyment of the Property.

WHEREFORE, City and Foundation agree:

1. Lease Term and Termination.

(A) For rent of $1.00 per year, receipt of which is acknowledged, City leases the Property to Foundation for the period beginning on July 1, 2007 and ending one year thereafter, on June 30, 2008. The lease term of one year shall renew automatically until either City or Foundation gives written notice to the other party, at least 60 days before the date that the lease term then in effect expires, that the lease term will not be renewed.

(B) This Agreement may be terminated prior to expiration of the lease term, as follows:

(1) By mutual written agreement; or

(2) By either party upon a material breach of this Agreement, after giving written notice and an opportunity to cure to the breaching party; or

(3) By either party for the convenience of that party, by giving the other party at least 30 days' written notice of termination.

(C) On expiration or termination of this Agreement, Foundation shall surrender possession of the Property to City and shall leave the Property in good, neat and clean condition. Foundation shall surrender to City all keys to the Property.

2. Master Plan for the Property.

(A) Foundation has presented to the City Council, and the City Council has approved, a master plan for restoration and improvement of the Property, identifying work that should be done to preserve, restore and open the Property for use by the public, and to improve and enhance the Property.

(B) At any time, after at least ten days' written notice to Foundation, the City Council may revise, replace or terminate the master plan.

(C) As Foundation obtains approvals for the work and provides sufficient funds to City, City shall perform the work identified in the master plan in any order determined by City, either with the City's own forces or by contract.

(D) Nothing in this Agreement shall require City to appropriate any City funds to perform the work identified in the master plan.

(E) All improvements made to the Property shall belong to City.

3. Raising Funds for Restoration.

(A) Foundation shall use its best efforts to raise funds to pay for the work identified in the master plan, including obtaining grants and receiving gifts for that purpose. Foundation shall donate the funds raised for that purpose to City, which shall place the money in an account to be used only to pay for the work identified in the master plan and for necessary repairs and administrative expenses.

(B) Foundation shall use its best efforts to obtain all approvals and permits necessary to perform the work identified in the master plan, including filing applications and paying fees.

(C) Foundation may promote and advertise the Property, but shall not use the name of City without the prior consent of City's Deputy Director of Public Works ("the Director").

4. Maintenance of Property; Utilities.

(A) At Foundation's expense, Foundation shall maintain the grounds and structures of the Property in good condition and keep the Property neat and clean. Foundation shall keep the Property free from any liens arising out of work performed, materials furnished or obligations incurred for on behalf of Foundation.

(B) Within 30 days of the execution of this Agreement, Foundation and the Director shall prepare a schedule of maintenance and an annual budget for maintenance. Foundation shall perform maintenance in accordance with the schedule and shall not exceed the budget for maintenance without the prior consent of the Director. Foundation and the Director shall update the schedule and the budget as necessary.

(C) Foundation shall not perform any work on the Property that is beyond ordinary maintenance. Foundation shall notify the Director of repairs that should be made. All repairs and work on the Property that is a public project shall be performed by others than Foundation, under City's direction and control.

(D) Foundation shall arrange and pay for the installation of utility service to the Property, including water, wastewater, solid waste collection, electricity and telephone service, and shall pay all charges for the use of such utilities.

5. Ownership of Personal Property. Foundation shall own any personal property placed on the Property by Foundation. City shall own any personal property placed on the Property by City.

6. Foundation's Use of Property.

(A) Foundation may use the Property as stated in this section 6. Foundation shall not use or allow others to use the Property during such time as City is performing work on the Property in accordance with the master plan or City is using the Property for City purposes and functions on reasonable notice to Foundation. Foundation shall not charge City for City's use of the Property. When Foundation uses the Property or allows others to use the Property, Foundation shall prevent persons from entering any structure on the Property for which Director has not issued approval for occupation.

(B) Before City has issued approval for occupation of any structure on the Property, Foundation may use the Property for Foundation's fund-raising events.

(C) After City has issued approval for occupation of the Maulhardt/Pfeiler cottage ("the cottage") on the Property, Foundation may use the Property and the cottage for Foundation's fund-raising events and may allow others to use the Property as stated in subsection (G) below.

(D) After City has issued approval for occupation of additional structures on the Property, Foundation may use the Property and such structures for Foundation's fund-raising events and may allow others to use the Property as stated in subsection (G) below.

(E) After City has issued approval for occupation of the cottage, Foundation shall allow the public to visit the Property (including the interior of the cottage) at least one afternoon each week, for at least four consecutive hours, and shall have one or more persons on the Property to explain the Property and its history to the public. Foundation shall adequately supervise the public and such persons to prevent damage to the Property and to maintain order. Foundation shall charge no entrance fee to members of the public who enter the Property at such time, but Foundation may ask the public for voluntary donations to defray Foundation's expenses for maintenance of the Property. As City issues approval for occupation of additional structures on the Property, Foundation shall allow the public to visit the interior of such structures as well.

(F) Every time Foundation intends to use the Property for a Foundation event (other than the use of the Property by the public referred to in subsection (E) above), Foundation shall first obtain from City a temporary use permit for the use. Foundation events shall not exceed two days in duration.

(G) Foundation may allow others to use the Property for private events, and shall charge a reasonable fee for such use, provided such persons obtain from City a temporary use permit for the use. A private event shall not exceed one day in duration.

(H) Foundation and others shall use the Property only in accordance with the conditions of the temporary use permit and other requirements of the City Code and other entities having jurisdiction, including any restrictions on the number of persons that may attend the event, requirements concerning parking for the event, and requirements pertaining to the sale or consumption of alcoholic beverages on the Property.

(I) Foundation acknowledges that this Agreement may create a possessory interest in the Property that will be subject to taxation. Foundation shall pay any such taxes in a timely manner.

(J) City reserves the right of access to the Property for reasonable cause and at reasonable times for all purposes.

7. Money Received from Gifts and from Use of the Property; Audits.

(A) Within ten days after the end of each calendar quarter (March 31, June 30, September 30 and December 31), Foundation shall prepare and deliver to the Deputy Public Works Director a statement for the quarter just ended of

income received from the use of the Property by Foundation and others; of income received from gifts and grants; and of expenses paid for the maintenance of the Property, for the insurance required by section 11 of this Agreement, for utilities used on the Property, for preparation of the statements and the annual audit referred to in subsection (C) of this section 7, and for possessory interest taxes referred to in subsection (I) of section 6 of this Agreement.

(B) Foundation may deduct such expenses from such income. Foundation shall deliver any remaining income to the City Treasurer within ten days after the end of such quarter. Foundation shall not be entitled to deduct or to be reimbursed for expenses that exceed income; provided, however, that if at the end of a calendar year income from that year exceeds expenses for that year, City shall reimburse Foundation from such net income for any expenses that Foundation reported but did not deduct because they exceeded income in any quarter of that year. If such net income is insufficient to reimburse such expenses, City shall not reimburse Foundation for such expenses.

(C) Foundation shall keep records of such income and expenses in accordance with generally accepted accounting practices. Foundation shall keep such records in Ventura County and shall retain such records during the term of this Agreement and any extension thereof and for three years thereafter. Within 60 days after the end of each calendar year, Foundation shall have prepared an income and expense audit for the year just ended and shall deliver such audit to the Director. The audit shall be certified by an independent auditor and shall include a statement that the audit was prepared in accordance with generally accepted accounting practices.

(D) On reasonable notice to Foundation, City may inspect or audit Foundation's financial records pertaining to the Property.

8. Signs. After obtaining permits from City, Foundation may place signs on the Property.

9. Film Permits. The Property may be used for filming if a filming permit is obtained pursuant to section 11-200 et seq. of the City Code.

10. Indemnity.

(A) Foundation agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Foundation, or by persons that Foundation allows to use the Property, or

by members of the public that visit the Property and that Foundation does not adequately supervise, or by Foundation's officers, agents, employees, contractors and other persons acting on Foundation's behalf; excepting therefrom persons referred to in subsection (B) of this section 10. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are willful or the product of active or passive negligence.

(B) City agrees to indemnify, hold harmless and defend Foundation, its officers, employees, representatives or agents, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by City or by persons that attend events held by City on the Property or by City's officers, agents, employees, contractors and other persons acting on City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are willful or the product of active or passive negligence.

11. Insurance.

(A) Foundation shall obtain and maintain during the term of this Agreement the insurance coverage specified in Exhibit INS-N, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Foundation obtain and maintain such insurance coverage.

(B) Foundation shall, prior to occupying the Property, file with the Risk Manager evidence of coverage specified in Exhibit INS-N. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed a specified in Exhibit INS-N.

(C) Foundation's maintenance of proper insurance coverage is a material element of this Agreement. Foundation's failure to maintain or renew insurance coverage or to provide evidence of renewal may be considered as a material breach of this Agreement.

12. Foundation Not Agent. Except as the City Manager may specify in writing, Foundation and its officers, agents, employees, contractors and other persons acting on Foundation's behalf, shall have no authority, express or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

13. Assignment; Binding Effect. Foundation may not assign this Agreement or any right or duty thereunder or sublet the Property or any portion thereof. This Agreement is binding upon and shall inure to the benefit of successors of all kinds of City and of Foundation.

14. Force Majeure. Neither City nor Foundation shall be responsible for delays or failure 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 is executed, fire, communication line failure, earthquakes, or other disasters.

15. Time of Essence. Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

16. Governing Law. The construction and interpretation of this Agreement and the rights and duties of City and Foundation hereunder shall be governed by the laws of the State of California.

17. Compliance with Laws. Foundation shall comply with all City, State and federal laws, rules and regulations, now or hereafter in force, pertaining to Foundation's occupation, maintenance and use of the Property.

18. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

19. Waiver. No waiver of a breach of any provision of this Agreement by either City or Foundation shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Foundation to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver of such provision or breach.

20. Arbitration. In the event of any dispute with regard to the provisions of this Agreement, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree on, or if the parties cannot agree, then under the Rules of the American Arbitration Association.

21. Expenses of Enforcement. The prevailing party's reasonable costs, attorneys' fees (including the reasonable value of services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

22. Authority to Execute.

(A) City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

(B) Foundation acknowledges that the person executing this Agreement has been duly authorized by Foundation to do so on behalf of Foundation.

23. Notices.

(A) Any notices to Foundation may be delivered personally to Jeff Maulhardt or by mail addressed to Oxnard Historic Farm Park Foundation, P. O. Box 583, Oxnard, CA 93032.

(B) Any notices to City may be delivered personally or by mail addressed to City Manager, 300 West Third Street, Oxnard, CA 93030.

24. Amendment. The terms and conditions of this Agreement may be modified at any time by a written amendment executed by both City and Foundation.

25. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written, on the subject matter of this Agreement.

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

07-03-07

Gary L. Gillig, City Attorney

OXNARD HISTORIC FARM PARK FOUNDATION

Jeff Maulhardt, President

APPROVED AS TO INSURANCE:

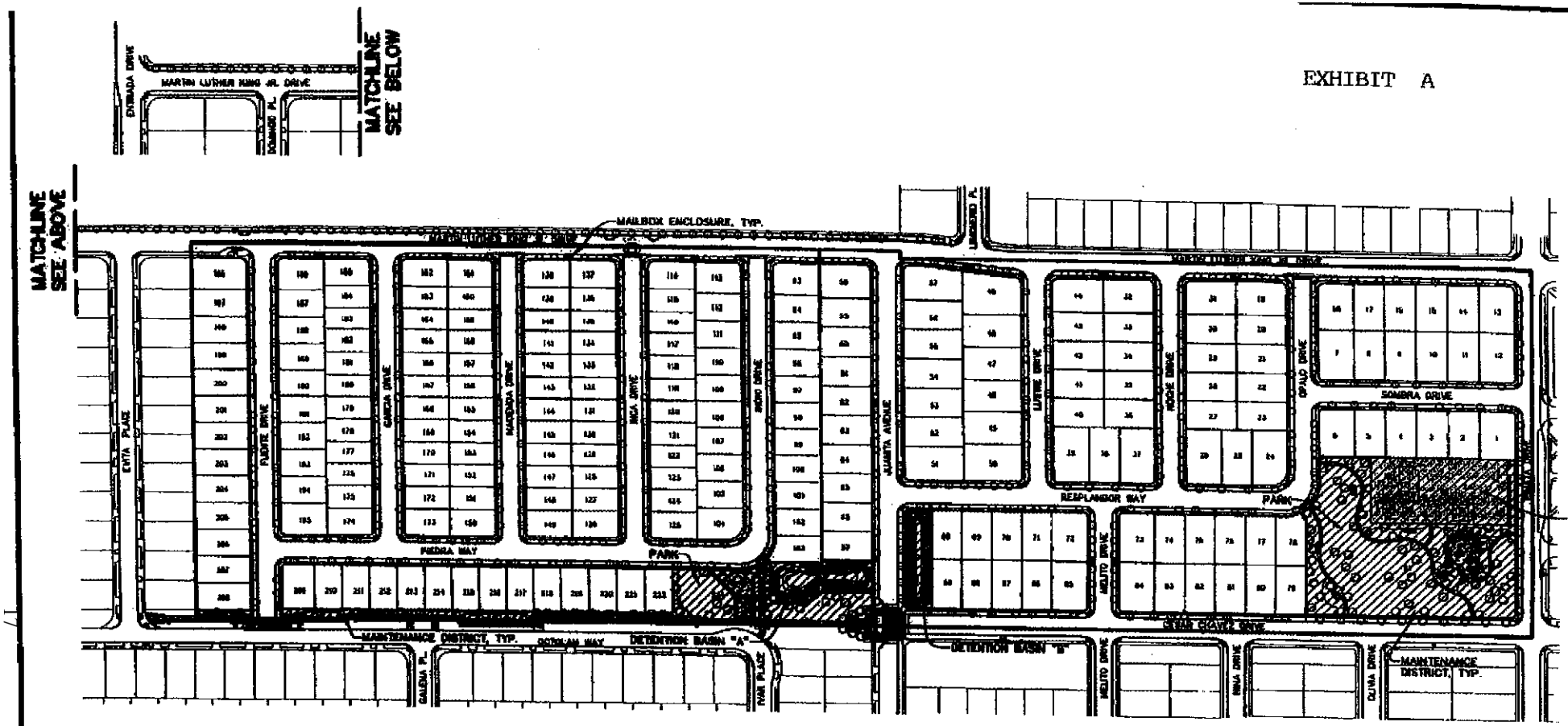
Susan Winder, Acting Risk Manager

APPROVED AS TO CONTENT:

Ken Ortega, Public Works Director

Michael Henderson, Deputy Public Works Director

EXHIBIT A



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Penfield & Smith
ENGINEERS • SURVEYORS • PLANNERS

SCALE: 1"=200'

LEGEND:

- CITY MAINTAINED LANDSCAPE ASSESSMENT DISTRICT IMPROVEMENTS
- CITY MAINTAINED STREET TREE
- MAILBOX ENCLOSURE

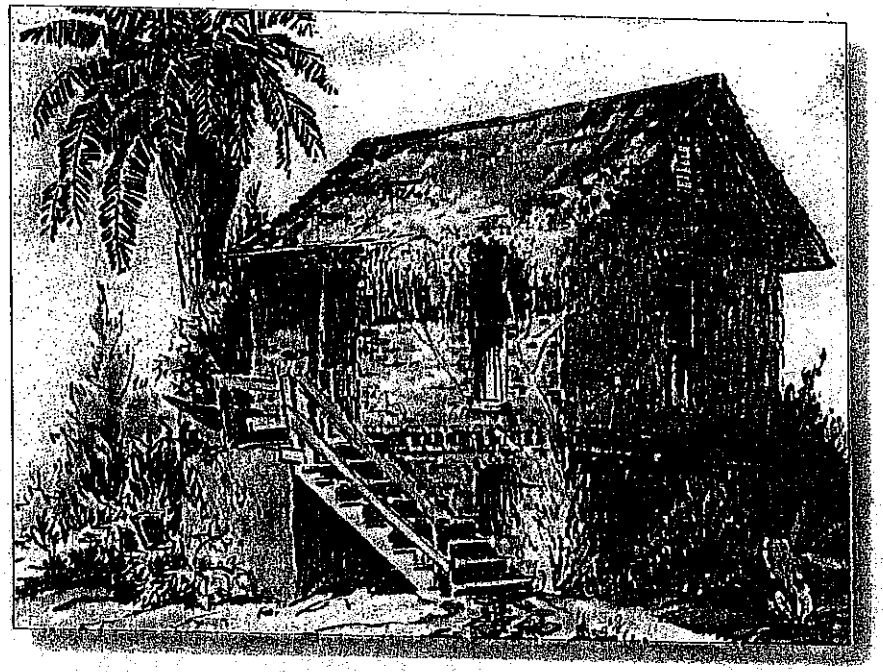
ASSESSMENT DIAGRAM FOR CASA LOMA, CASA DULCE & CASA BONITA (TRACT 5389-1, -2 & -3) LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT #61

COUNTY OF VENTURA
STATE OF CALIFORNIA
FEBRUARY 2005

SHEET 1 OF 1

ATTACHMENT NO. 1
PAGE 9 OF 13

The Oxnard Historic Farm Park Foundation



VENTURA COUNTY LANDMARK #169

THE GOTTFRIED MAULHARDT/ALBERT PFEILER FARM SITE

ATTACHMENT NO. 2
PAGE 1 OF 15

- SUMMARY
- VISION
- HISTORICAL BACKGROUND
- SITE DEVELOPMENT
- GOALS
- PROGRAMMING
- COLONIA SCHOOL
- STRATEGIES
- LANDSCAPE
- HOURS OF OPERATION
- BUDGET
- COST ESTIMATE
- FUNDRAISING
- FINAL WORD

ATTACHMENT NO. 2
PAGE 2 OF 15

SUMMARY

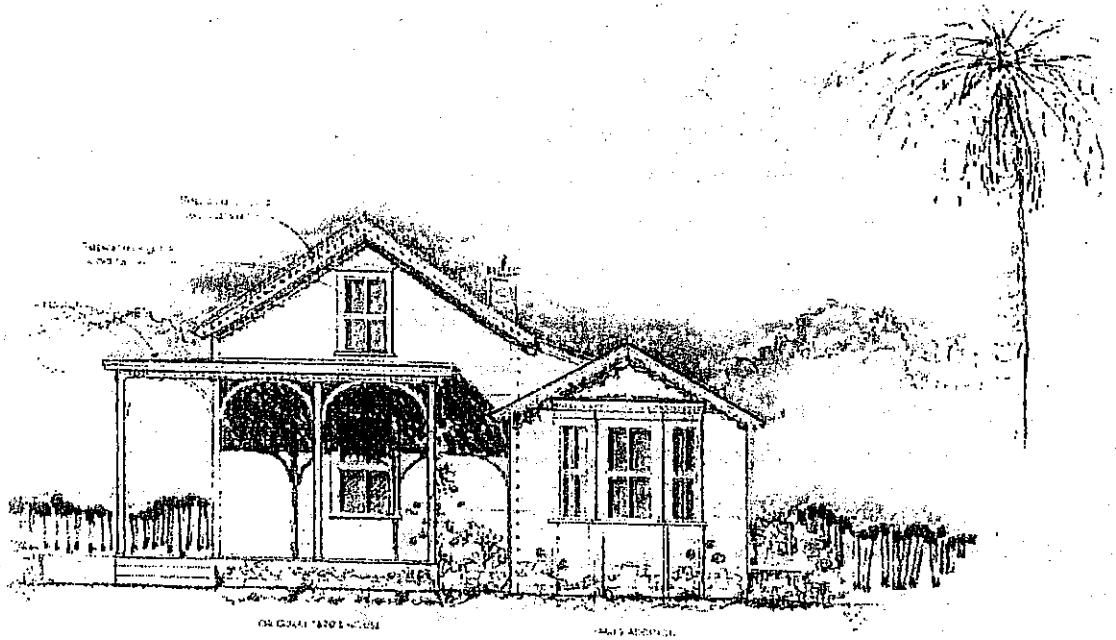
The Oxnard Historic Farm Park Foundation, is a 501(c)3 nonprofit organization that was formed in 2002 for the purpose of developing the .87 acres of land containing the original Gottfried Maulhardt/Albert Pfeiler cottage house, the Gottfried Maulhardt winery and the 1900 carriage house. Discussion for the project began as early as 1997 between property owner Robert Pfeiler and Foundation president, Jeffrey Maulhardt. Pfeiler fell ill and passed away in 2000 at which time negotiations switched to representatives for developer John Laing Homes. JLH agreed to work with the Foundation in pursuing the development of .86 acres and saving the 3 historic structures.

For the next seven years, the project has been delayed due to many factors, yet representatives from JLH made an earnest effort to continue dialog with the Foundation. Progress has been slow yet fruitful. In March 2003, the .86 acres was designated Ventura County Historical Landmark #165 – The Gottfried Maulhardt/Albert Pfeiler Farm Site. Soon after, a contract between JLH and the Foundation was signed in which Laing agreed to donate a lump sum of $75000 to the Foundation as seed money for the project, contingent on the Foundation working about an operating agreement with the City. The parties also agreed to have the site donated to the City of Oxnard. The Foundation next raised money to obtain architectural drawings for restoration of the buildings and set up a web site, www.oxnardfarmpark.org.

The Foundation held a successful open house in August 2004. Students from Robert J. Frank served as docents and the event raised several thousand dollars for the Foundation. The project was put on hold while residential houses were completed. After several attempts to reach a mutual operating agreement, the project now waits for final approval from the Council.

VISION

It is the foundation's vision to develop a 1870's farm setting and to restore the existing buildings to their original state. Further plans include adding a replica of the 1880's Colonia Schoolhouse as well as several dozen 1 cubic yard plots to demonstrate the crops of the past. This project, while ambitious in its goal, is very attainable in the scope of preservation projects. This project represents a unique opportunity for the community of Oxnard to embrace the roots of a time in California history when a strong work ethic and community cooperation brought about success for the early immigrants as well as the many immigrant groups that have followed.



EAST ELEVATION

SCALE 1/4" = 1'-0"

ATTACHMENT NO. 2
PAGE 3 OF 15

HISTORICAL SIGNIFICANCE AND BACKGROUND

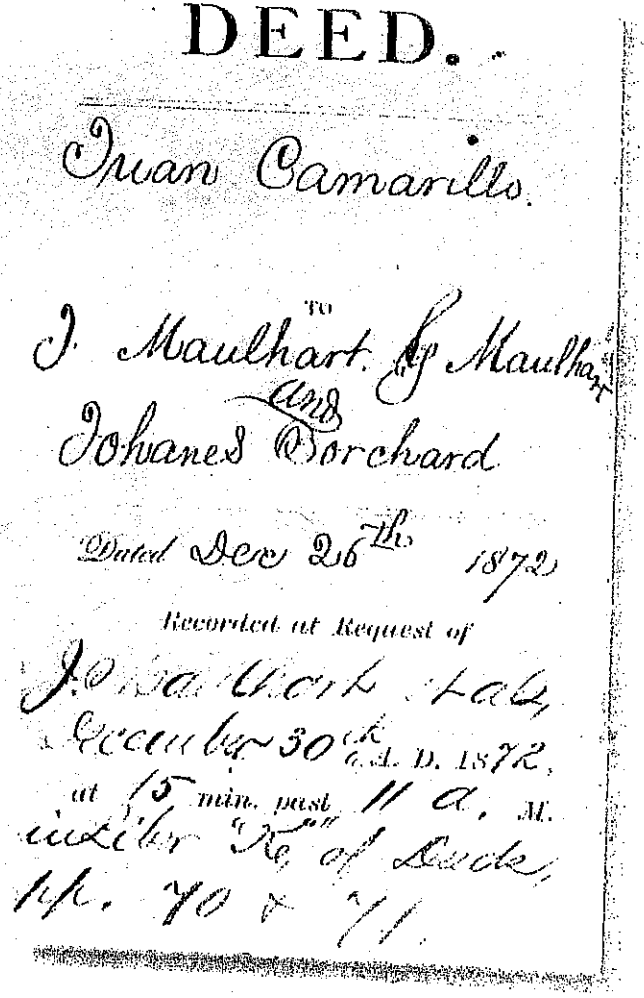
The history of the property dates back to the late 1860's. Originally part of the El Rio de Santa Clara o la Colonia, the land was granted to eight Mexican soldiers from the presidio in Santa Barbara, including Rafael Gonzalez. Gonzalez sold 4,000 acres of his La Colonia holdings to Juan Camarillo in 1865. By 1867, Camarillo leased the land to Gottfried Maulhardt and Caspar Borchard. These men, along with Christian Borchard and his son John Edward Borchard were among the first farmers to plant and cultivate the first crop on the Oxnard Plain. Gottfried leased the Colonia land for several years leading up to 1872, at which time Gottfried along with his partners Jacob Maulhardt and Johannes Borchard purchased 1,240 acres from Camarillo. The men farmed together as well as worked for other local farmers, growing barley and corn.

By 1876, the three Maulhardt brothers, Gottfried, Jacob and Anton, formed the building committee with Dominick McGrath, Thomas Cloyne and Christian Borchard for the construction of original Santa Clara Chapel near the present day Esplanade in the town of New Jerusalem, later renamed El Rio. To insure the chapel had wine for church services, Gottfried planted 250 grape vines and built a two story brick storehouse at his property.

By 1887, Gottfried sold 200 acres to Hiram Snow, yet he retained a sixteen foot right away allowing Gottfried to transport the necessary wine and food goods to the Santa Clara Chapel.

Also during this time, Gottfried and his Sophie adopted a young Latina girl, Anna, from the St. Vincent's orphanage in Santa Barbara.

Gottfried Maulhardt passed away on December 20, 1898. His widow, Sophie, moved to a cottage house near the newly constructed Santa Clara Church on E Stree. She did her banking



DEED.

Juan Camarillo.

To

J. Maulhart & Maulhart

and

Johanes Borchard

Dated Dec 26th 1872

Recorded at Request of

J. Maulhart & Co

December 30th A. D. 1872,

at 15 min. past 11 A. M.

in Liber 25 of Deeds,

pp. 70 & 71.

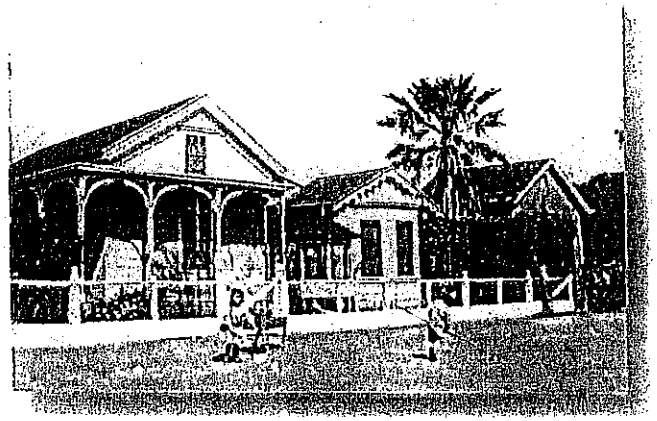
ATTACHMENT NO. 2
PAGE 4 OF 15

A who's who of the first families of the Oxnard Plain attended the home of Gottfried & Sophie Maulhardt for their Silver Wedding Anniversary, circa 1887. Standing in the back row, left to right are: Louis Pfeiler, Johannes Borchard, Caspar Borchard, Fridolyn Hartmann, J. Edward Borchard and Catherine Kaufmann. Performing at the ceremony were the Gonzalez Brothers.

ATTACHMENT NO. 2

PAGE 5 OF 15

at the Bank of Oxnard. Louis Pfeiler ran into Sophie in the bank and offered to purchase the farm from her. Louis and his wife, Caroline Kaufmann Pfeiler, owned a 75 acre ranch on the west side of the Maulhardt place. Sophie accepted Louis' offer and Louis gave the ranch to his oldest son, Albert Pfeiler, as a wedding present. Albert farmed the 30-acre ranch for the next three decades. He began expanding the living quarters of the original Gottfried Maulhardt home. Eventually the upstairs was expanded as were the kitchen, bathroom and dining room. By the mid 1930's, Albert turned the ranch over to his son Robert Pfeiler, who farmed the ranch for the next 70 years.



SITE DEVELOPMENT

PROPOSED RESTORATION AND DEVELOPMENT

- Restore the Gottfried Maulhardt / Albert Pfeiler House to be utilized a museum
- Create a courtyard with engraved bricks
- Carriage house – meeting center, office, kitchen and restroom facility
- Restore the 10x10 Bathhouse/outhouse
- Stabilize the Gottfried Maulhardt Winery / Storehouse – museum
- Set-up one-yard plots, at total of 216, used to plant crops of the past.
- Construct a replica of the 1880s Colonia Schoolhouse

GOALS

1. Create an understanding that our community was developed with the succession of crops, i.e., the more successful the crop, the employment opportunities and the larger the population.
2. Create an understanding that hard work and perseverance can lead to fulfillment.
3. Create an understanding that most people came to this area for a better opportunity.
4. Create a sense of pride in our past by working together today.

ATTACHMENT NO. 2
PAGE 6 OF 15

PROGRAMING COMPONENTS

AGRICULTURAL HERITAGE

By offering the community a chance to work their own one-cubic yard plot, the evolution of agriculture can be represented through planting the different crops grown in the area.

EDUCATION

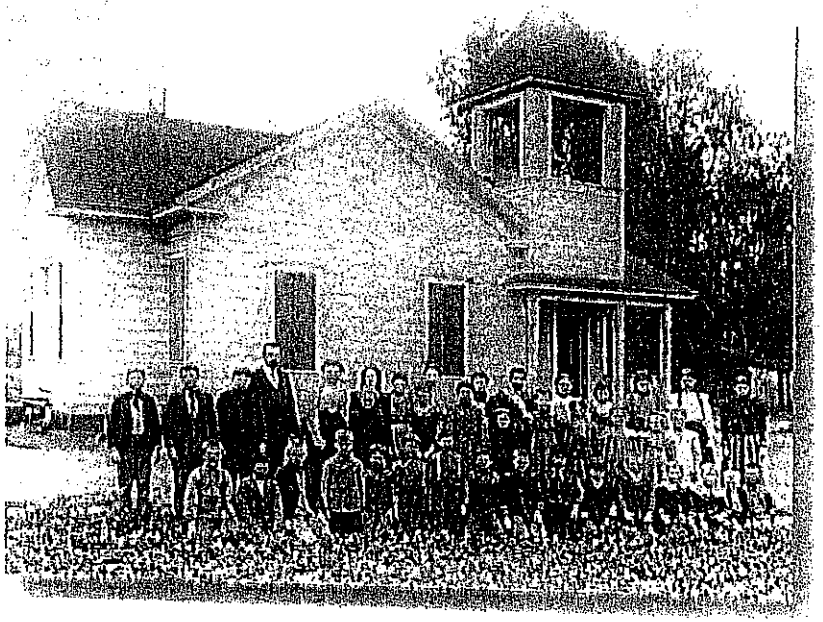
The Oxnard Historic Farm Park will serve as a window into the past. By restoring the original house to the cottage house beginning the community will recognize the humble beginnings these early families endured. The brick storehouse represents the early farmers' pious dedication and as well as a reverence for the community. This will be a place where farmers, students, seniors, volunteers and interested parties can learn what it was like to live as a farming family before the turn of the century. Lessons in dry farming, soil preparation, cultivation, and food storage can all be realized. Soap making, quilt making, cooking and all of the other essential daily requirements of the forgotten past can be brought back to life at the center.

RESEARCH

The Foundation would like to create a research center by encouraging the public to visit the site to share their family's, photos, stories and genealogy.

CULTURAL AND COMMUNITY EVENTS

The Foundation can provide a unique setting for community, cultural, and social events as a way to increase the public's exposure to our rich agricultural beginnings.



THE COLONIA SCHOOLHOUSE

The Colonia School was built in the 1880's and was attended by members of the Borchard, Cloyne, Connelly, Giesler, Gonzales, Haydock, McLoughlin, McGrath, Milligan and Olivas families. By constructing a school from the 19th century, the public will be able to appreciate the differences relative to their own experiences. Also, a deeper understanding of the Colonia name can be explored and clarified.

ATTACHMENT NO. 2
PAGE 7 OF 15

STRATEGIES

Agricultural Heritage Strategies
Principles / Objectives / Techniques

1. Instill in visitors an awareness and appreciation of Oxnard's agricultural heritage.
2. Provide a Bridge to the Past so visitors better understand the present and plan for the future.
3. Utilize a "Living history" way to make the past real.
4. Demonstrate the evolution of crops grown in Ventura County and the changes in tools, labor, etc. accompanying them.
5. Utilize rotating themes that are integrated with the other programs.
6. Develop Agricultural Heritage programs that tell a story, i.e., the complexities involved with planting, irrigation, cultivating and selling a crop.

Education Strategies

Schools

1. Tie into State Educational Framework
2. Activities/Programs should utilize resources on a farm that are not available at schools.
3. Develop an orientation video of the farm's purpose.
4. Offer and utilize hands on projects that include raising a crop.
5. Provide field trip opportunities schools; internship for high school students; tie into the University of Channel Islands.

Other Youth

1. Emphasize community service and citizenship; provide opportunities for leadership skills.
2. Potential after school programs.
3. Summer enrichment programs.

Special Interest Groups: Gardner Groups, Societies

1. Site made available for agricultural and horticultural events.
2. Demonstration areas designed and maintained by groups.
3. Compost and recycling demonstrations.

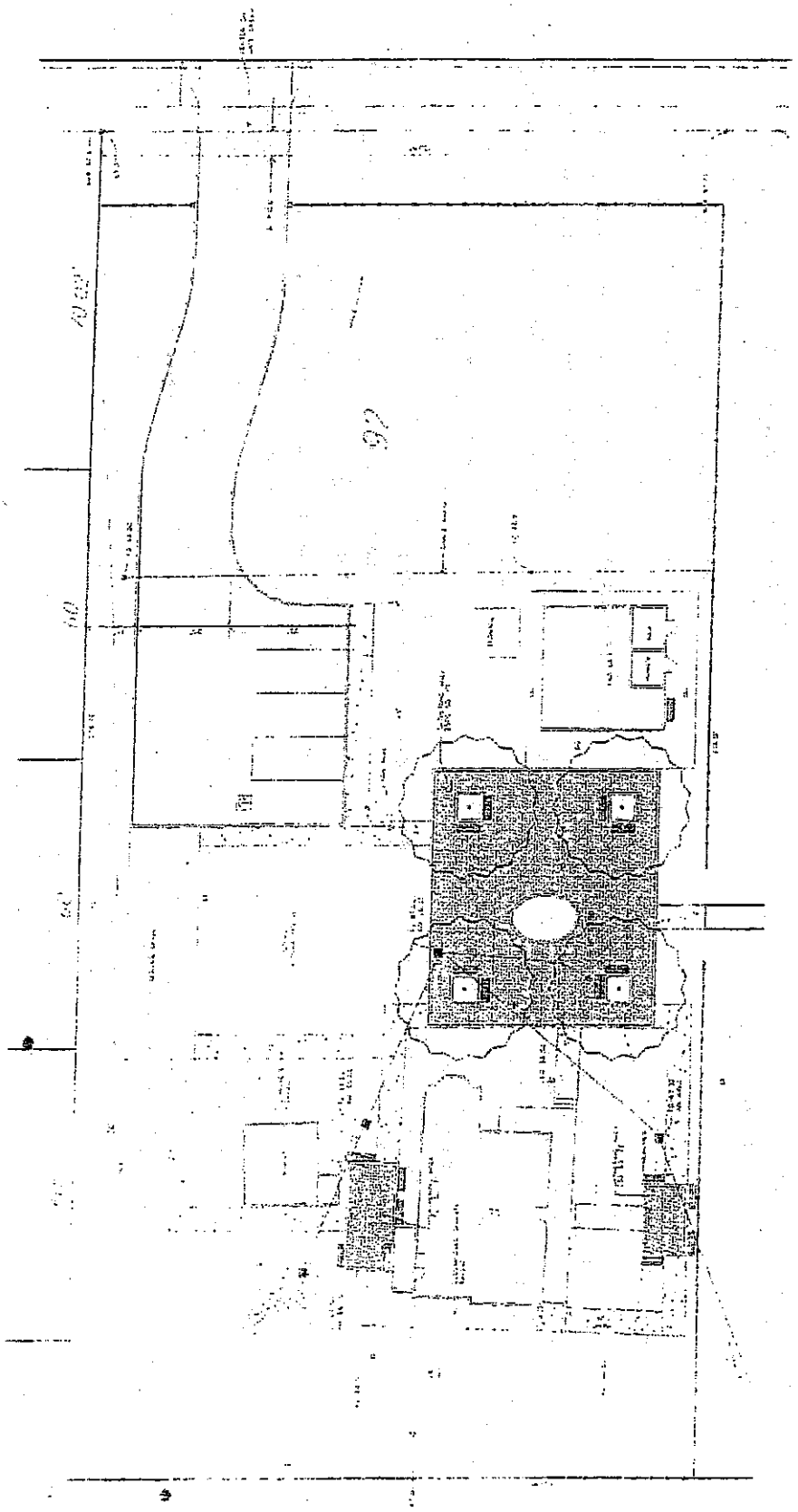
Agricultural Community: Grower, Labor, and Businesses

1. Provide opportunities for businesses and the public together for a common goal of education and promoting our agricultural heritage.
2. Conduct workshops, field days, living history events.

Anticipated Users

- Students from Brekke, Guadalupe, Robert J. Frank, and Pacifica High Schools, and visiting schools
- Members for the neighboring community.
- County and city residents interested in local history.
- Out of town tourists looking to find out about a historical time period.
- Former residents looking to connect with their family's past.

ATTACHMENT NO. 2
PAGE 8 OF 15



LANDSCAPE

ATTACHMENT NO. 2
PAGE 9 OF 15

HOURS OF OPERATION

OPEN WEEKENDS TO THE PUBLIC 11 - 4

OPEN WEEKDAYS FOR SCHOOL FIELD TRIPS

School Crop Program (proposed schedule)

Tuesday - 3rd grade day from 10:00-12:00

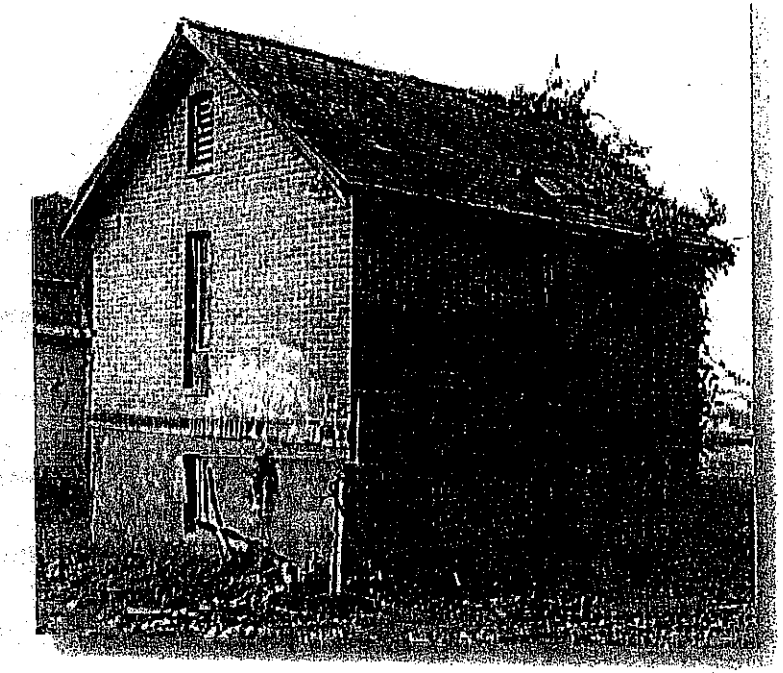
Wednesday - 7th grade day from 10:00-12:00

Thursday - High school day from 10:00-12:00

Friday - Senior group day from 10:00-12:00

Saturday & Sunday - Neighborhood day 11:00-1:00

After School Program - Weekdays from 3 to 5



ATTACHMENT NO. 2
PAGE 10 OF 15

PROPOSED BUDGET

INCOME

Laing Homes $75,000

Fundraising-Brick Campaigning $250,000

Foundation Memberships $12,500

Annual BBQ Fundraiser $10,000

Room Sponsors $50,000

Grants ..... $$$$$$

Donations ..... $$$$$$

Total ..... $500,000+

EXPENSES

Building renovations $265,000

Utilities ..... $125/mo.

Advertising $500

Security $25/mo

Insurance $1500

Lease (Annual) $1

ATTACHMENT NO. 2
PAGE 11 OF 15

PROJECT COST ESTIMATE

Historic Farm House Restoration

Compiled by Jake Coborn

I. FARM HOUSE:

1. Plans, Permits, Fees:
2. Temporary Facilities:
   Fencing? Power? Sanitation, Misc. rentals.
3. Utilities:
   Permanent water, power, minimum outside plugs and security, including yard/roof drainage.
4. Demo:
   Remove and dispose of non-original additions. Remove plaster from walls and ceilings as decided, dispose of/remove window protection. Remove and dispose all flooring. Pressure wash.
5. Foundation:
6. Plumbing:
   Trench and pipe plus temporary water and fire protection.
7. HVAC: nic.
8. Insulation: nic.
9. Structural Repairs/Modifications: (including roof sheathing)
10. Siding Repairs and Exterior Trim:
11. Masonry Repairs:
12. Window Repairs and Exterior Door Tune-up/Repair/Replacement:
13. Roof: (including sheet metal)
14. Plaster:
15. Interior Finish Carpentry:
    Repair and/or replace doors, windows, base, casing and misc. trim/cabinetry.
16. Paint:
    Interior: strip/deal with existing lead
    Exterior: including prep all doors and windows.
17. Flooring:
    Appliances/Furniture/Fixtures:
18. Woodstove? Sink/wash basins? Lights/lanterns?
19. Clean Up:
20. Landscaping:
21. Supervision, Overhead:

Total +/- **$265,000.00**

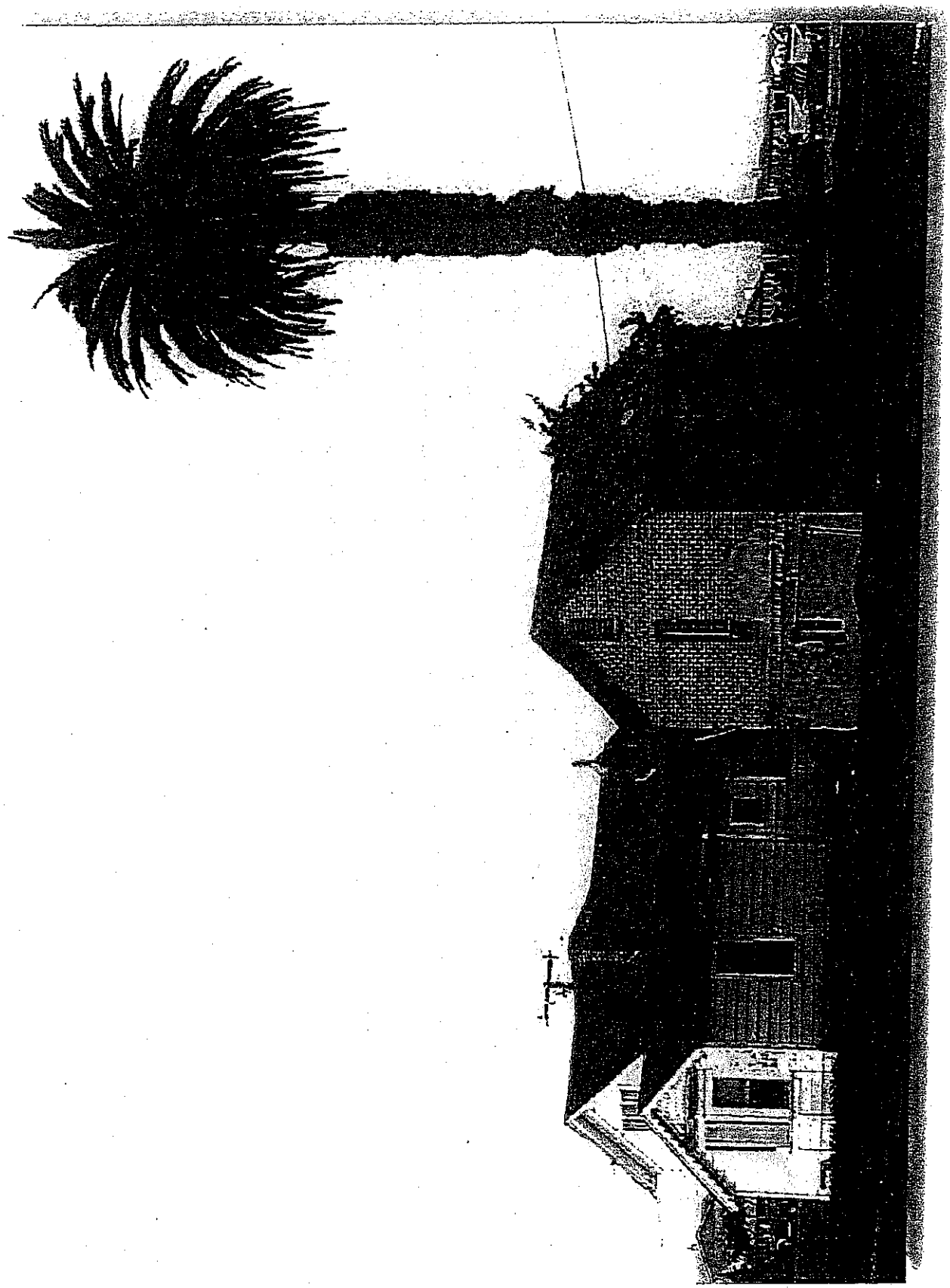
ATTACHMENT NO. 2
PAGE 12 OF 15

FUNDRAISING

The foundation plans several fundraising strategies:

- Sale of engraved bricks used to create a courtyard and walkways at the site.
- Solicit an annual membership for the Foundation, $25.00.
- Adopt A Room Campaign. For a fee starting at $5,000, the public and businesses can sponsor the restoration of one of the rooms in the house, potentially raising an additional $50,000.
- Hold an annual fundraiser with a Pioneer ceremony to recognize the many families who have contributed to the community over the years.
- Business solicitations sponsors
- Grant solicitations

ATTACHMENT NO. 2
PAGE 13 OF 15



ATTACHMENT NO. 2
PAGE 14 OF 15

In Closing...

We feel the Oxnard Historic Farm Park can be a valuable asset to the community of Oxnard. The Oxnard Historic Farm Park plans combine with the efforts of Heritage Square to give both sites more opportunities to connect our past with the present. We feel the Oxnard Historic Farm Park can compliment not only Heritage Square, but the schools of Oxnard and many other organizations that could become part of the Park's future. Ventura has the Mission and the Olivas and Ortega Adobes; Camarillo has the Camarillo House; Newbury Park has the Stagecoach Inn; Simi Valley has the Strathearn Park; Calabasas has the Leonis Adobe. Oxnard can now add the Oxnard Historic Farm Park - a pre 1900 farm setting to fill out the list of places that represent the county's past. Each of these cities has a designated area that represents their city. What better representation than a Historic Park and museum represent the early beginnings of the Oxnard Plain.

Respectfully, Jeff Matthardi, Gary Blum and Eric Daily

ATTACHMENT NO. 2
PAGE 15 OF 15

Ventura County Cultural Heritage Board

Certificate of Appropriateness No. 2007-219
Landmark No. 165
Gottfried Maulhardt/Albert Pfeiler Farm Site, Northwest Corner of Cesar Chavez Drive and Pinata Drive, Oxnard

Action Date: June 11, 2007

Applicant: Oxnard Historic Farm Park Foundation

Project: Planning Document and Site Plan **(Exhibit 1)**

Finding: The proposed planning documents as described by the applicant was reviewed and it was found to be consistent with Section 1365-1, Cultural Heritage Ordinance and the Secretary of the Interior Guidelines with the following condition: That the detailed, engineering drawings must be returned to the Board for approval.

Approved as by order of the Ventura County Cultural Heritage Board

Kim Hocking
Staff

Attachment No. 3
Page 1 of 1

A:\lm165siteplanDisc

NOTICE OF EXEMPTION

Project Description:

Request to restore and rehabilitate buildings and other improvements to the Gottfried Maulhardt/Albert Pfeiler Farm site (Ventura County Historic Landmark No. 165) located at the corner of Cesar Chavez Drive and Pinata Drive, Oxnard. The R-1-PD (Single Family– Planned Development) zoned parcel is located at 1280 Opalo Drive (APN 215-0-276-195) and within the West Village Neighborhood. Filed by Joel Galaviz, Parks and Facilities Division of the City of Oxnard, CA 93030.

Finding:

The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above-proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Categorical Exemption
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with the California Environmental Quality Act Guidelines and Section(s) 15301 of the California Code of Regulations, projects involving new construction or conversion of small structures may be found to be exempt from the requirements of CEQA. The proposed project qualifies as a Class 1 Categorical Exemption as the project consists of existing facilities to be restored and rehabilitated. Therefore, staff has determined that there is no substantial evidence that the project may have a significant effect on the environment.

6/20/07
(Date)

Susan L. Martin, AICP
Planning Division Manager

Attachment No. 4
Page 1 of 1

Planning Division
305 West Third Street, Oxnard, CA 93030 ♦ (805) 385-7858 ♦ FAX (805) 385-7417

OXNARD HISTORIC FARM PARK
Statement of Activities
Year Ending December 31, 2014

Revenues, Gifts & Other Support			Balance	
January	$	27,843.00	$	19,677.00
February	$	5,482.00	$	12,214.00
March	$	4,816.00	$	6,952.00
April	$	4,375.00	$	15.00
May	$	8,645.00	$	1,863.00
June	$	5,500.00	$	455.00
July	$	3,700.00	$	1,233.00
August	$	1,101.00	$	(16.00)
September	$	2,050.00	$	237.00
October	$	4,066.00	$	1,204.00
November	$	3,836.00	$	3,914.00
December	$	30,918.00	$	31,400.00
TOTAL	$	102,332.00		

EXPENSES - Maintance, Insurance, Utility		
January	$	19,337.00
February	$	12,945.00
March	$	10,438.00
April	$	8,952.00
May	$	6,797.00
June	$	6,957.00
July	$	2,921.00
August	$	2,351.00
September	$	1,796.00
October	$	3,098.00
November	$	1,126.00
December	$	3,432.00
Total Expenses	$	80,150.00

Net Asstes at the End of the Year	$	31,400.00

OXNARD HISTORIC FARM PARK
Statement of Activities
Year Ending December 31, 2015

Revenues, Gifts & Other Support			Balance	
January	$	739.00	$	25,699.00
February	$	327.00	$	19,362.00
March	$	572.00	$	17,096.00
April	$	6,325.00	$	18,791.00
May	$	4,185.00	$	20,200.00
June	$	36,188.00	$	50,018.00
July	$	4,703.00	$	49,600.00
August	$	1,425.00	$	45,643.00
September	$	1,525.00	$	36,315.00
October	$	2,342.00	$	33,518.00
November	$	2,319.00	$	34,492.00
December	$	15,268.00	$	47,834.00
TOTAL	$	75,918.00		

EXPENSES - Maintance, Insurance, Utility		
January	$	6,440.00
February	$	6,664.00
March	$	2,838.00
April	$	4,630.00
May	$	2,776.00
June	$	6,369.00
July	$	5,121.00
August	$	5,382.00
September	$	10,852.00
October	$	5,139.00
November	$	1,345.00
December	$	1,925.00
Total Expenses	$	59,481.00

Net Asstes at the End of the Year	$	47,834.00

OXNARD HISTORIC FARM PARK
Statement of Activities
Year Ending December 31, 2016

Revenues, Gifts & Other Support			Balance	
January	$	2,007.00	$	40,214.00
February	$	3,058.00	$	10,314.00
March	$	9,870.00	$	2,616.00
April	$	11,265.00	$	9,192.00
May	$	6,151.00	$	(2,015.00)
June	$	10,435.00	$	3,114.00
July	$	11,065.00	$	732.00
August	$	11,845.00	$	200.00
September	$	10,103.00	$	3,141.00
October	$	11,736.00	$	3,890.00
November	$	5,703.00	$	1,280.00
December	$	12,408.00	$	4,413.00
TOTAL	$	105,646.00		

EXPENSES - Maintance, Insurance, Utility		
January	$	9,628.00
February	$	32,957.00
March	$	17,568.00
April	$	4,687.00
May	$	17,358.00
June	$	11,224.00
July	$	13,446.00
August	$	12,377.00
September	$	7,141.00
October	$	11,009.00
November	$	8,313.00
December	$	9,275.00
Total Expenses	$	154,983.00

Net Asstes at the End of the Year	$	4,413.00

OXNARD HISTORIC FARM PARK
Statement of Activities
Year Ending December 31, 2017

Revenues, Gifts & Other Support		
January	$	365.00
February	$	7,121.00
March	$	575.00
April	$	7,955.00
May	$	940.00
June	$	3,870.00
July	$	2,404.00
August	$	3,825.00
September	$	7,930.00
October	$	2,916.00
November	$	876.00
December	$	9,847.00
TOTAL	$	48,624.00
EXPENSES - Maintance, Insurance, Utility		
January	$	3,377.00
February	$	3,484.00
March	$	1,876.00
April	$	5,996.00
May	$	4,812.00
June	$	4,530.00
July	$	3,455.00
August	$	6,397.00
September	$	1,614.00
October	$	7,856.00
November	$	927.00
December	$	1,783.00
Total Expenses	$	46,107.00
Net Assets at Beginning of the Year	$	7,037.00
Net Asstes at the End of the Year	$	9,551.00

OXNARD HISTORIC FARM PARK
Statement of Activities
Year Ending December 31, 2018

Revenues, Gifts & Other Support		
January	$	11,600.00
February	$	1,194.00
March	$	2,810.00
April	$	2,505.00
May	$	2,049.00
June	$	550.00
July	$	1,225.00
August	$	11,220.00
September	$	750.00
October	$	4,304.00
November	$	3,339.00
December	$	800.00
TOTAL	$	42,346.00
EXPENSES - Maintance, Insurance, Utility		
January	$	2,081.00
February	$	114.00
March	$	2,951.00
April	$	461.00
May	$	1,038.00
June	$	651.00
July	$	1,184.00
August	$	1,348.00
September	$	654.00
October	$	2,156.00
November	$	4,798.00
December	$	5,547.00
Total Expenses	$	22,983.00
Net Assets at Beginning of the Year	$	9,551.00
Net Asstes at the End of the Year	$	27,909.00

Oxnard Historic Farm Park
Landmark No 165 1251 Gottfried Pl.

Project History

John Laing Homes Pfeiler Project:
PZ 01-500-123 SUP
PZ 01-500-124 ZC ANNEX
PZ 01-500-125 PD SPA
PZ 01-500-126 TSM
-Annexation
-Rezone
-Specific Plan Amendment
-Tentative Subdivision Map
-Planned Development
Permit for 228 SF residences and Pfeiler House historical museum.
Aug. 2003

Ord No 2633 Zone Change
for PZ 01-500-124
Sept. 2003

LAFCO Approved Annexation
March 2004

Reso. 13,752 Rename
portion of Pinata Dr. to Gottfried Pl. PZ 09-650-01
Formerly 1251 Pinata Dr.
Dec. 2009

Building Permit #09-1407
Tenant improvements to building, plumbing, mechanical, electrical and engineering work for
July 2013

PZ 14-130-178 ZCL
Maulhardt Museum
April 2014

PZ 14-683-02 CoA
Certificate of Appropriateness
April 2015

Building Permits #15-1960, #16-1411
Barn Structure and Arbor
Jan. 2016

The Gottfried Maulhardt /Robert Pfeiler Farm House Est. 1867

Update on Lease and Operating Agreement with the Oxnard Historic Farm Park Foundation

Public Works and Transportation Committee

July 23, 2019

CITY OF OXNARD CALIFORNIA

Recommendation

- That the Public Works and Transportation Committee receive an update on the Lease and Operating Agreement with the Oxnard Historic Farm Park Foundation, and
- Consider a recommendation to sell the property to the Oxnard Historic Farm Park Foundation for a nominal amount, and
- Recommend that this item be forwarded to the City Council for consideration

Background

- In June 2007, the City entered into a Lease and Operating Agreement (A-6875) with the Oxnard Historic Farm Park Foundation
- The Foundation was formed for the purpose of restoring and improving the 0.86 acres of property located within the Pfeiler development at 1251 Gottfried Place.
- The site currently offers a space for informational tours, site rentals, and events; and provides stories, photos and machinery displaying the farming history of Oxnard.
- The site is open to the public on Tuesday and Saturday from 9:00 am to 11:00 am, or by appointment.

Background

Under the Agreement, the City has leased the property to the Foundation for $1.00 a year, and the lease term has renewed automatically.

Per the Agreement, the Foundation shall:

- Donate funds raised to the City, which will pay for projects in the Master Plan
- Maintain property in accordance with a schedule and budget approved by the Public Works Department
- Pay for utilities used at the site
- Allow the public to visit the site one afternoon per week
- Will report income and expenses to the Public Works Department each quarter
- Present income and expense audit to the Public Works Department annually

Background

In addition, the Master Plan outlines the following obligations of the Foundation:

- Restore the house to a museum
  - The design work is being done
- Create a courtyard
  - This has been completed
- Construct interior improvements to the carriage house to allow for a meeting space
  - This has been completed
- Restore the 10x10 bathhouse
  - Work has not begun on this project yet
- Create plots to plant crops
  - Grape vines have been planted
- Construct a replica of the 1880's Colonia Schoolhouse
  - This will not be completed due to funding

Background

Discussion

- There has been little oversight from City staff regarding the Foundation and its operations.
- According to the agreement, improvements and projects were to be pre-approved and carried out by the City as public projects by Public Works, however, that has not been the case.
- In addition, the City had not been receiving or requesting quarterly or annual financial reports from the Foundation.
- Modifications to the Master Plan have been made over the years due to funding and the Master Plan was to be a living document
- The Foundation has worked to collect permits for certain building improvements or modifications, and various events.

FINANCES

- Earlier this year, the City met with a representative of the Farm and has collected annual revenue and expense reports from the Foundation dating back to 2014.

Year	Revenue	Expenses
2014	$102,332	$80,150
2015	$75,918	$59,481
2016	$105,646	$154,983
2017	$48,624	$46,107
2018	$42,346	$22,983

Discussion

Due to the lack of oversight on an agreement dating back to 2007, and since the structure of the agreement is cumbersome and not in keeping with best practices the following options exist:

- Continue with the existing agreement - not recommended.
- Proceed with a new lease and operating agreement - not recommended.
- **Recommended Action** - Sell the property for a nominal amount with deed restrictions

If Council agrees with the recommended action, staff will return to Committee with a plan for the sale of the Farm to the Foundation for a nominal amount.

Input and/or Questions?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2.

DATE: July 23, 2019

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve Agreement with Parkhouse Tire, Inc. for Tire Repair and Tire Retreading Services. (10/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to execute a Trade Services Agreement (8601-19-CM) with Parkhouse Tire, Inc. in the not-to-exceed amount of $600,000 for a three-year term.

BACKGROUND

The Fleet Services Division of Public Works provides maintenance and repair of the City's 953 vehicles and equipment fleet, valued at over $44 million. This includes preventative maintenance and comprehensive inspection, as well as performing light to heavy repairs as needed.

In addition to standard vehicles, the City's Fleet Division operates and maintains approximately 100 heavy duty trucks, including but not limited to, dump trucks, refuse trucks and semi- tractor/trailer combinations. For over 15 years, the Fleet Services Division has exclusively used Bandag Retread Designs, a subsidiary to Bridgestone Americas Tire Operations LLC. The Division is seeking to procure services for onsite and offsite tire services located within, and outside of City Limits.

DISCUSSION

A Request for Bid PW 19-46 was issued by the Purchasing Division in December 2018, with a closing date of January 8, 2019. As part of this agreement, services include; tire retreading, mounting, dismounting, plug and patch, and additional road services 365 days per year. Offsite services including flat repairs to be performed at various locations within and outside of City limits. Live dispatch personnel will be required to be available to respond to service calls at all times. The Vendor will be capable of dispatching sufficient equipment within 15 minutes from the time the call is received, per the RFB and the Vendor is expected to arrive at the scene within thirty (30) minutes of a service request. Parkhouse Tire is located in Oxnard on Maulhardt Avenue in East Village.

The City currently does not have a provider for retreaded tires with the departure of the Genuine Parts Company dba NAPA Agreement. Prior, NAPA was the provider of all new and retreaded vehicle tires.

This agreement will provide financial savings by allowing Fleet Services to purchase retreaded tires at approximately half the cost of using new tires. Depending on the tire used, the cost can be as high as $540 for a new tire compared to approximately $270 for a retreaded tire.

The vendor will provide retreaded tires at an immense cost savings as compared to the purchase of a retreaded tire. This will expedite the ability to order and receive the retreaded tires on the same day as compared to a two to three day delivery of a new tire(s). This vendor will also be able to provide road service at a predetermined cost allowing Fleets technicians to continue the work of repairing vehicles.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Fleet has spent approximately $230,000 on the purchase of large tires over the last Fiscal Year. It is estimated that a tire retread service agreement would have reduced tire expenses by approximately 50% in FY18/19, resulting in a reduction of tire expenses by $115,000.

Sufficient funds are available in the Fleet Services Operational Fund - Tire Expense Account (741-7501-853-8233) and Vehicle Maintenance Account (741-7501-857-8307) for FY19-20. The following table shows the cumulative Fiscal Year contract amount, assuming FY20-21 and FY22-23 to be budgeted at same level of funding.

Account Number	FY 19/20	FY 20/21	FY 22/23	Total
741-7501-853-8233	$120,000	$120,000	$120,000	$360,000
741-7501-857-8307	$80,000	$80,000	$80,000	$240,000
Total	**$200,000**	**$200,000**	**$200,000**	**$600,000**

Prepared by: Greg Cleary, Management Analyst III

ATTACHMENTS

1. Bid Tabulations
2. Parkhouse Tire Inc. Bid Response
3. Parkhouse Tire - 8601-19-CM for Tire Services
4. Parkhouse Tire PPT pdf2

Cost Type	Vendor Name	Total	Rank
Retread	Vendor 2	$53,219.32	1
Retread	Vendor 1	$53,747.54	2
Retread	Vendor 3	$57,039.33	3
Field Road Service	Vendor 1	$1,188.00	1
Field Road Service	Vendor 2	$1,378.00	2
Field Road Service	Vendor 3	$1,567.50	3
Mount and Repair	Vendor 2	$4,737.14	1
Mount and Repair	Vendor 1	$6,632.25	2
Mount and Repair	Vendor 3	$6,885.00	3
Tire Disposal	Vendor 1	$686.50	1
Tire Disposal	Vendor 2	$860.38	2
Tire Disposal	Vendor 3	$1,127.25	3

Vendor Name	Sum of Total	Rank
Vendor 2	$60,194.84	1
Vendor 1	$62,254.29	2
Vendor 3	$66,619.08	3

City of Oxnard
Request for Bid
PW 19-46

Tire Services for Oxnard Fleet Division

Bid Close Date: January ~~08~~ 10, 2019
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: https://www.oxnard.org/rfps-and-rfqs/

ATTACHMENT A
COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Instructions to bidders: Enter your rates below in the blank cost columns using numeric values. If you do not charge for a specific service, enter "no charge". If you do not offer a specific service, enter "N/A".

Service Description	Hours of Service	Days of Service	Location	Tire Size	Manufacturer	Model	Cost per Tire
Tire Retread	7:00 am-5:00 pm	Monday -Sunday	Onsite	315/80R 22.5	Bandag	BRM	*183.30
Tire Retread	7:00 am-5:00 pm	Monday -Sunday	Onsite	315/80R 22.5	Bandag	BRM3	*206.50
Tire Retread	7:00 am-5:00 pm	Monday -Sunday	Onsite	11R22.5	Bandag	UDR Drive	*174.60
Tire Retread	7:00 am-5:00 pm	Monday -Sunday	Onsite	11R22.5	Bandag	4.3 Drive	*124.17
Tire Retread	7:00 am-5:00 pm	Monday -Sunday	Onsite	11R22.5	Bandag	4.1 Trailer	*89.15
Tire Retread	7:00 am-5:00 pm	Monday -Sunday	Onsite	11R22.5	Bandag	FCRT2 Trailer	*98.95
Tire Retread	7:00 am-5:00 pm	Monday -Sunday	Onsite	11R22.5	Bandag	BDL Drive	*118.59
Tire Retread	7:00 am-5:00 pm	Monday -Sunday	Onsite	11R22.5	Bandag	BTL Trailer	*87.88
Tire Retread	7:00 am-5:00 pm	Monday -Sunday	Onsite	11R22.5	Bandag	BDX Drive	*131.70

***retread pricing does not include any repair that maybe required to retread tires**

Service Description	Hours of Service	Days of Service	Location	Cost per Mile	Cost Per hour
Field Road Service - Flat Tires & Blowouts	7:00 am-5:00 pm	Monday-Sunday	Offsite - Within City Limits	$1.00per mile over 20 miles	89.50
Field Road Service - Flat Tires & Blowouts	5:01 pm-6:59 am	Monday-Sunday	Offsite - Within City Limits	$1.00per mile over 20 miles	125.00
Field Road Service - Flat Tires & Blowouts	7:00 am-5:00 pm	Monday-Sunday	Offsite - Outside City Limits	$1.00per mile over 20 miles	89.50
Field Road Service - Flat Tires & Blowouts	5:01 pm-6:59 am	Monday-Sunday	Offsite - Outside City Limits	$1.00per mile over 20 miles	125.00

Service Description	Hours of Service	Days of Service	Location	Cost per Tire
Passenger Tire Disposal – Vendor Picks Up	7:00 am-5:00 pm	Monday-Friday	Onsite	3.50
Light Truck Tire Disposal – Vendor Picks Up	7:00 am-5:00 pm	Monday-Friday	Onsite	4.50
Truck Tire Disposal – Vendor Picks Up	7:00 am-5:00 pm	Monday-Friday	Onsite	10.00
Super Single Tire Disposal – Vendor Picks Up	7:00 am-5:00 pm	Monday-Friday	Onsite	15.00

Service Description	Hours of Service	Days of Service	Location	Cost per Tire
Dismount/Mount Tires on Vehicle	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Dismount/Mount Tires Loose	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Dismount/Mount Tires on Vehicle	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	25.00
Dismount/Mount Tires Loose	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	15.00
Repair (plug & patch)	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Repair (plug & patch)	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	8.50 for plug and patch
Flat Repair	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Flat Repair	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	29.00

Service Description	Hours of Service	Days of Service	Location	Cost per Tire
Dismount/Mount Tires on Vehicle	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Dismount/Mount Tires Loose	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Repair (plug & patch)	7:00 am - 5:00 pm	Monday-Friday	Onsite	$8.50 for plug and patch
Flat Repair	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate

Service Description	Hours of Service Vendor: Input Your Hours of Operation Below	Days of Service Vendor: Input Your Days of Service Below	Offsite Location Vendor: Input Your Location Below	Cost per Tire
Dismount/Mount Tires on Vehicle	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	25.00
Dismount/Mount Tires Loose	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	15.00
Repair (plug & patch)	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	8.50
Flat Repair	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	29.00

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	1/3/2019	#03	_____
#02	1/7/2019	#04	_____

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

Parkhouse TIRE, INC.

P.O. BOX 2430 • BELL GARDENS, CA 90202
(562) 928-0421 • FAX (562) 928-6750

Solicitation #PW 19-46

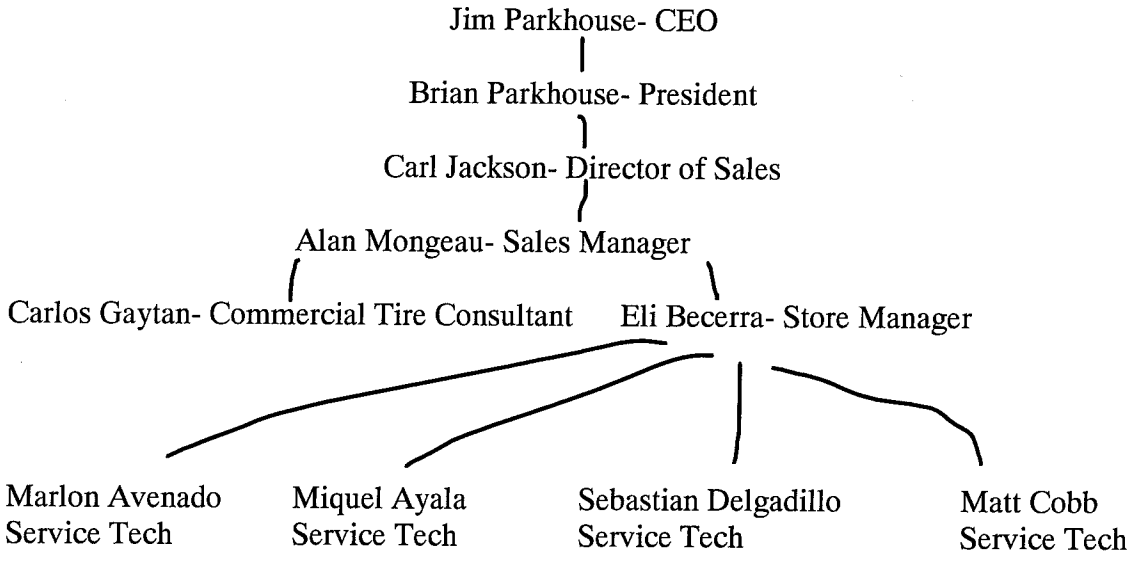
A. Business name and legal business status (i.e. partnership, corporation, etc.).

Parkhouse Tire Inc.
Incorporated

B. Company overview and disclosure of services or activities performed, including:

i
Owners of Parkhouse Tire:
Jim Parkhouse- CEO
Brian Parkhouse- President
*No contributions were made by Parkhouse Tire or by any Owners to any Elected Officials

ii
Organizational Chart:



iii
37 years

iv
Parkhouse Tire Inc.
663 Maulhardt Ave.
Oxnard, CA 93030
Phone 805-604-0461

Parkhouse TIRE, INC.

P.O. BOX 2430 • BELL GARDENS, CA 90202
(562) 928-0421 • FAX (562) 928-6750

Solicitation #PW 19-46

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

N/A

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

None

F. List the members of your organization who are authorized to negotiate the Agreement.

Jim Parkhouse
Brian Parkhouse

ATTACHMENT B
COMPANY INFORMATION

Name of Company: Parkhouse Tire Inc

Address: 663 Maulhardt Ave. Oxnard CA 93030

Service to provide: Tires and related services

Main Point of Contact: Alan Mongeau

Fed Tax ID: 95-2761592 City Tax ID: SRYAA14-62272700013AR

E-mail:amongeau@parkhousetire.com Phone:562-522-9664

7.0 Credentials/Resumes/Certifications/Licenses:
This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

8.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Education
e. Certifications/licenses, if applicable
f. List other pertinent information that will assist in evaluating Bidder's qualifications.

BIDDER'S RESPONSE: **Alan R. Mongeau**
Sales Manager
Oversee sales for our Los Angeles, Sun Valley, Oxnard and Bakersfield facilities
35years Tire and service experience
Bachelor of business administration

BIDDER'S RESPONSE: **Carlos Gaytan**
Commercial Tire Consultant
Facilitate tire order and service
25 Years tire and service experience
2 years collage with Teacher credential

BIDDER'S RESPONSE: **Marlon Avenado**
Service Technician
Road service and labor for passenger, light truck, medium truck tires and OTR
13 years tire and service experience
TIA certified technician (Tire Industry Association)

BIDDER'S RESPONSE: **Miguel Ayala**
Service Technician
Road service and labor for passenger, light truck and medium truck tires
6 years tire and service experience
TIA certified technician (Tire Industry Association)

BIDDER'S RESPONSE: **Sebastian Delgadillo**
Service Technician
Road service and labor for passenger, light truck and medium truck tires
30 years tire and service experience
TIA certified technician (Tire Industry Association)

BIDDER'S RESPONSE: **Matt Cobb**
Service Technician
Road service and labor for passenger, light truck and medium truck tires
6 years tire and service experience
TIA certified technician (Tire Industry Association)

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CERTIFICATIONS

I, _____, a duly authorized agent of **Parkhouse Tire Inc.**

Printed Name of Agent/Officer **Name of Organization**

hereby certify that **Parkhouse Tire Inc** by submission of this proposal in response to the

Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Brian Parkhouse Date: 1/8/19

Title of Agent/Officer: President

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

ATTACHMENT C
REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	County of Los Angeles Fire
Address:	1104 N. Eastern Ave. L.A. CA 90063
Contact person:	Alfredo Iniguez
Email address:	Alfred.Iniguez@fire.lacounty.gov
Telephone address:	323-881-2399
Project name:	Contract
Dates worked performed:	Current contract
Summary of scope of services:	Tire and related service
Project cost:	1,000,000.00 yearly

Reference 2	
Company name:	County of Ventura
Address:	664 El Rio Drive Oxnard CA 93030
Contact person:	James Springer
Email address:	Jim.Springer@mail.ventura.ca.us
Telephone address:	805-388-4572
Project name:	Fleet parts and services
Dates worked performed:	current contract
Summary of scope of services:	Tire and related services
Project cost:	300,000.00 yearly

Reference 3	
Company name:	City of Pasadena
Address:	100 N. Garfield Ave. Pasadena CA 91109
Contact person:	Joe Mojica
Email address:	jmojica@ci.pasadena.ca.us
Telephone address:	626-744-4925
Project name:	Tire and related services
Dates worked performed:	current contract
Summary of scope of services:	Tire and related services
Project cost:	400,000.00 yearly

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

County of Los Angeles Fire- Tire and related services $1,000,000.00 yearly

City of Pasadena- Tire and related services $400,000.00 yearly

City of Torrance- Tire and Related services $200,000.00 yearly

City of Glendale- Tire and related services $175,000.00 yearly

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

none

ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

1. If so, explain the circumstances:

_____

_____

_____

_____

_____

_____

_____

ATTACHMENT E

CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Brian Parkhouse

depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)

of Parkhouse Tire Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Brian Parkhouse
Signature

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to $500,000; 4% of the amount between $500,001 and $750,000; 3% of the amount between $750,001 and $1,000,000; 2% of the amount between $1,000,001 and $1,250,000 and 1% of the amount between $1,250,001 and $1,500,000. For example, if the lowest responsible bid is $1,000,000, the preference would be $42,500 ($500,000 x .05 + $250,000 x .04 + $250,000 x .03). The preference applies to all contracts, including contracts over $1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is $50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars ($20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars ($20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business.

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Parkhouse Tire Inc.

Physical Address: 663 Maulhardt Ave. Oxnard CA 93030

Phone: 805-604-0461 E-Mail: amongeau@parkhousetire.com

Date Principal Business Address Established: 1971 No. of Company Employees at this address: 12

If less than 36 months, list previous City of Oxnard location:

City Business License No.: SRYAA14-62272700013AR Taxpayer Identification No. (TIN): 95-2761592

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Sales, Distribution and tire related service

Signature of Company Official Date 1/9/2019

James Parkhouse
Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

10/1/1999 SR Y AA 14-622727 00013 AR

PARKHOUSE TIRE SERVICE INC.
663 MAULHARDT AVE
OXNARD, CA 93030-7925

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please telephone our Information Center at 800-400-7115.
For information on your rights, contact the Taxpayers' Rights Advocate office at 888-324-2798 or 916-324-2798.

BOE-442-R REV. 14 (10-04)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at *www.boe.ca.gov*
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer;

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

THE STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

ONLINE SERVICES FILING RECORD:
MAKE A CHECKING/SAVINGS PAYMENT

State of California
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

Taxpayer Name: PARKHOUSE TIRE SERVICE INC.
Account Type: Sales and Use Tax
Account Number: 045-008647

Period: September 30, 2018
Submitted: October 23, 2018
Confirmation #: 0-002-789-640

Please review the information below for your payment to the California Department of Tax and Fee Administration. You may want to print a copy for your records.

Your confirmation number is **0-002-789-640**

Paid For:	Sales and Use Tax 045-008647	Payment Type:	Return Payment
Paid From:	US BANK NA	Period End Date:	30-Sep-2018
Payment Amount:	$383,160.00	Preparer First Name:	TRACI
Payment Date:	26-Oct-2018	Preparer Last Name:	NEFF
Submitted Date:	23-Oct-2018	Preparer Phone:	5629280421

This is only the payment submission. It is your responsibility to review your bank statement to confirm that this transaction was successful.

Contact Us:
California Department of Tax and Fee Administration 1-800-400-7115
450 N Street
Sacramento, CA 94279
Email CDTFA by visiting http://www.cdtfa.ca.gov/email/

Account Number: 014-622727
Filing Period: September 30, 2018

Schedule A2 - Computation Schedule for District Tax

Taxable transactions subject to District Tax	$15,837,489.00
Transactions subject to only the base state rate	$1,987,982.00
District Tax Total	$144,210.00

County	City	Tax Area	Amount	Adjustments	District Tax Due
Riverside County	Riverside County - Unincorporated (Effective Date: 07-01-89) - 026	026	$1,448,292.00	$0.00	$7,241.46
San Diego County	San Diego County - Unincorporated (Effective Date: 04-01-88) - 013	013	$2,173,862.00	$0.00	$10,869.31
Los Angeles County	Los Angeles County - Unincorporated (Effective Date: 10-01-17) - 594	594	$4,146,934.00	$0.00	$93,306.02
Orange County	Orange County - Unincorporated (Effective Date: 04-01-91) - 037	037	$1,401,273.00	$0.00	$7,006.37
San Bernardino County	San Bernardino County - Unincorporated (Effective Date: 04-01-90) - 031	031	$3,726,031.00	$0.00	$18,630.16
Ventura County	Oxnard (Effective Date: 04-01-09) - 213	213	$22,178.00	$0.00	$110.89
Imperial County	El Centro (Effective Date: 04-01-17) - 462	462	$2,265.00	$0.00	$22.65
Santa Barbara County	Santa Barbara County - Unincorporated (Effective Date: 04-01-90) - 030	030	$31,352.00	$0.00	$156.76
San Joaquin County	San Joaquin County - Unincorporated (Effective Date: 04-01-91) - 038	038	$14,337.00	$0.00	$71.69
Sonoma County	Sonoma County - Unincorporated (Effective Date: 04-01-17) - 559	559	$3,393.00	$0.00	$29.69
Tulare County	Tulare County - Unincorporated (Effective Date: 04-01-07) - 162	162	$35,001.00	$0.00	$175.01
Fresno County	Fresno County - Unincorporated (Effective Date: 04-01-05) - 099	099	$14,457.00	$0.00	$104.81

Draft Return

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: September 3, 2019

(2) Vendor: Parkhouse Tire, Inc.

(3) Services: Services are to include tire retreading, mounting, dismounting, plug & patch, and additional road services.

(4) Schedule of Services: Services are on an "As-Needed" basis

(5) Agreement Ending Date: September 3, 2022

(6) Total Agreement Amount: $600,000

(7) City's Project Manager: Bill Birch, Fleet Manager

(8) Vendor's Project Manager: Alan Mongeau, Sales Manager

(9) Insurance Coverage: INS-I

(10) What wages are required for this Project?

☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
663 Maulhardt Ave Oxnard, CA 93030 Attn: Alan Mongeau, Sales Manager	1060 Pacific Ave, Building # 3 Oxnard, CA 93030 Attn: Bill Birch, Fleet Manager

(12) Contact Emails:

amongeau@parkhousetire.com	bill.birch@oxnard.org
VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
Alan Mongeau, Sales Manager	Bill Birch, Fleet Manager

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-I)
☒ Living Wage Policy Exhibit

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor 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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor 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.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor 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 Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor 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. Vendor 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10

calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the

costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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 Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor 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. Vendor and its employees are not employees of City. Vendor 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. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor 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.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq*., the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

☒ Alexander Nguyen, City Manager Date

ATTEST:

N/A
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

PARKHOUSE TIRE, INC.

Jim Parkhouse, CEO[1] Date

Brian Parkhouse, President Date

The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

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

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- 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.

SCOPE OF SERVICES EXHIBIT

1. Onsite services are to be performed at the Fleet Services Division located at 1060 Pacific Ave, Building # 3, Oxnard, CA 93030 and at the Environmental Resources Division facility located at 111 S. Del Norte Blvd., Oxnard CA 93030.

2. Services are to include tire retreading, mounting, dismounting, plug & patch, and additional road services 365 days a year.

3. Offsite services are to be performed at various locations within, and outside, City limits and include flat tire and blowout services.

4. Live dispatch personnel will be required to be available to respond to service calls at all times by the City.

5. The Vendor must be capable of dispatching sufficient equipment within 15 minutes from the time the call is received. The Vendor is expected to arrive at the scene within 30 minutes.

RATES AND COSTS EXHIBIT

1.0 Vendor shall furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required.

Service Description	Hours of Service	Location	Cost per Mile	Cost Per hour	One-Way or Roundtrip	Mileage Fee
Field Road Service - Flat Tires & Blowouts	7:00 am-5:00 pm	Offsite - Within City Limits	$1.00	$89.50	Roundtrip	per mile over 20 miles
Field Road Service - Flat Tires & Blowouts	5:01 pm-6:59 am	Offsite - Within City Limits	$1.00	$125.00	Roundtrip	per mile over 20 miles
Field Road Service - Flat Tires & Blowouts	7:00 am-5:00 pm	Offsite - Outside City Limits	$1.00	$89.50	Roundtrip	per mile over 20 miles
Field Road Service - Flat Tires & Blowouts	5:01 pm-6:59 am	Offsite - Outside City Limits	$1.00	$125.00	Roundtrip	per mile over 20 miles

Service Description	Tire Size	Manufacturer	Model	Cost per Tire
Tire Retread	315/80R22.5	Bandag	BRM	$183.30
Tire Retread	315/80R22.5	Bandag	BRM3	$206.50
Tire Retread	11R22.5	Bandag	UDR Drive	$174.60
Tire Retread	11R22.5	Bandag	4.3 Drive	$124.17
Tire Retread	11R22.5	Bandag	4.1 Trailer	$98.15
Tire Retread	11R22.5	Bandag	FCRT2 Trailer	$98.95
Tire Retread	11R22.5	Bandag	BDL Drive	$118.59
Tire Retread	11R22.5	Bandag	BTL Trailer	$87.88
Tire Retread	11R22.5	Bandag	BDX Drive	$131.70

Service Description	Location	Cost per Tire
Dismount/Mount Tires on Vehicle	Onsite	$20.00
Dismount/Mount Tires Loose	Onsite	$10.00
Dismount/Mount Tires on Vehicle	Vendor Location	$20.00
Dismount/Mount Tires Loose	Vendor Location	$10.00
Repair (plug & patch)	Onsite	$8.76
Repair (plug & patch)	Vendor Location	$8.76
Flat Repair	Onsite	$25.00
Flat Repair	Vendor Location	$25.00

1.1 Make necessary repairs to casings to be recapped. Repairs will be billed at the below listed price for the types of repairs being performed.

Product ID	Product Description	List Price	Fleet Price
RADIAL W/ RETREADING			
215684	Repair| SP-8 Rad| with Retread	$11.46	$5.73
215379	Repair| LP-10 Rad| with Retread	$30.64	$15.32
215786	Repair| B-24| with Retread	$49.34	$24.67
215600	Repair| CO-33| with Retread	$65.89	$32.95
215601	Repair| CO-35| with Retread	$75.04	$37.52
215602	Repair| CO-37| with Retread	$83.99	$42.00
215888	Repair| B-40| with Retread	$61.38	$30.69
215922	Repair| B-42| with Retread	$74.54	$37.27
215956	Repair| B-44| with Retread	$91.54	$45.77
215633	Repair| Spot| with Retread	$47.14	$23.57
215667	Repair| Radial Bead w/Ret	$45.72	$22.86
RADIAL WO/ RETREADING			
215718	Repair Only| SP-8 Rad	$29.92	$14.96
215381	Repair Only| LP-10 Rad	$58.32	$29.16
215616	Repair Only| B-24	$67.80	$33.90
215603	Repair Only| CO-33	$93.58	$46.79
215604	Repair Only| CO-35	$102.72	$51.36
215605	Repair Only| CO-37	$111.67	$55.84
215905	Repair Only| B-40	$79.82	$39.91
215939	Repair Only| B-42	$93.00	$46.50
215973	Repair Only| B-44	$109.98	$54.99
215752	Repair Only| Spot	$60.00	$30.00
215599	Repair Only| Bead	$60.00	$30.00

INSURANCE EXHIBIT 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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that 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-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

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

OTHER PROVISIONS

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:

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
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
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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 _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor 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, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor 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.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

Approve Agreement with Parkhouse Tire, Inc. for Tire Repair and Tire Retreading Services

Public Works and Transportation Committee

July 23, 2019

CITY OF OXNARD CALIFORNIA

Recommendation

That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to execute a Trade Services Agreement (8601-19-CM) with Parkhouse Tire, Inc. in the not to exceed amount of $600,000 for a three (3) year term.

Background

- Fleet Services provides maintenance and repair of the City's 953 vehicles and equipment fleet, valued at over $44 million. This includes preventative maintenance and comprehensive inspection, as well as performing light to heavy repairs.
- In addition, the Fleet operates and maintains approximately 100 heavy duty trucks such as dump trucks, refuse trucks and semi- tractor/trailer combinations.
- For over 15 years, the Fleet Services Division has exclusively used Bandag Retread Designs, a subsidiary to Bridgestone Americas Tire Operations LLC.
- The Division is seeking to procure services for onsite and offsite tire services located within, and outside of City Limits.

Discussion

- A Request for Bid PW 19-46 was issued by the Purchasing Division in December 2018, with a closing date of January 8, 2019.
- Services include; tire retreading, mounting, dismounting, plug and patch, and additional road services 365 days per year.
- Live dispatch personnel will be required to be available to respond to service calls at all times.
- The Vendor will be capable of dispatching sufficient equipment within 15 minutes from the time the call is received and the Vendor is expected to arrive at the scene within thirty minutes.
- Parkhouse Tire is located in Oxnard on Maulhardt Avenue in East Village.

Discussion

- The City currently does not have a provider for retreaded tires with the departure of the Genuine Parts Company dba NAPA Agreement, who was carrying out this service.
- This agreement will provide financial savings by allowing Fleet Services to purchase retreaded tires at approximately half the cost of using new tires.
- Depending on the tire used, the cost can be as high as $540 for a new tire compared to approximately $270 for a retreaded tire.

Discussion

- The vendor will provide retreaded tires at an immense cost savings as compared to the purchase of a retreaded tire.
- This will expedite the ability to order and receive the retreaded tires on the same day as compared to a two to three day delivery of a new tire(s).
- This vendor will also be able to provide road service at a predetermined cost allowing Fleets technicians to continue the work of repairing vehicles.

Financial Impact

Fleet has spent approximately $230,000,000 on the purchase of large tires over the last Fiscal Year. It is estimated that a tire retread service agreement would have reduced tire expenses by approximately 50% in FY18/19, resulting in a reduction of tire expenses by $115,000.

Sufficient funds are available in the Fleet Services Operational Fund (741-7501-853-8233) and Fleet Services Maintenance Fund (741-7501-857-8307). The following table shows the cumulative Fiscal Year breakdown for each funding source.

Account Number	FY 19/20	FY 19/20	FY 19/20	Total
741-7501-853-8233	$120,000	$120,000	$120,000	$360,000
741-7501-857-8307	$80,000	$80,000	$80,000	$240,000
Total	**$200,000**	**$200,000**	**$200,000**	**$600,000**

Questions?

CITY OF OXNARD CALIFORNIA