

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.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street

July 7, 2020

Appointment Items - 5:00 PM

Regular Meeting - 6:00 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 3:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 3:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. APPOINTMENT ITEMS (5:00 PM)

1. Fire Department

SUBJECT: Update on Expanded COVID-19 Testing. (30/20/10) page 6

RECOMMENDATION: That the City Council receive a joint presentation from California State Assemblymember Jacqui Irwin, Dr. David Hayes-Bautista, and the Oxnard Fire Department regarding an overview of COVID-19 testing in the City of Oxnard.

Legislative Body: City Council

Contact: Darwin Base, (805) 385-7700

C. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

D. CEREMONIAL ITEMS

- 1. SUBJECT:** Presentation of a Proclamation Designating the Month of July, 2020 as "Parks and Recreation Month."

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 / Council Discussion / Public Comment)

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty 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 requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION/CONSENT AGENDA

1. Billing and Licensing Department

SUBJECT: Senior Utility Rate Assistance. page 14

RECOMMENDATION: That the City Council authorize staff to distribute \$13,300 collected from donations held in Fund 571 to assist low-income seniors with utility payments. (Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Treasurer

SUBJECT: First Amendment to Agreement for Government Banking Services. page 16

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an amendment in the amount of \$542,000 to Agreement No. A-7976 with Bank of America, N.A. to extend services for one year (through June 30, 2021) to provide general banking services, including provisions for continuing merchant account, depository account, and armored guard pick up services.

Legislative Body: City Council

Contact: Phillip Molina - City Treasurer,

3. Community Development Department page 38

SUBJECT: Sakioka Farms Business Park Final Tract Map - Notice of Pending Approval - Planning and Zoning No. 20-300-01 (Final Map for Tract No. 5996) to subdivide a 430 acre site located south of the 101 Freeway between Rice Avenue and the City's eastern boundary, and north of Latigo Avenue. Filed by Scott Uhles with Delane Engineering.

RECOMMENDATION: That the City Council receive and file this Notice of Pending Approval for Planning and Zoning No. 20-300-01 (Final Map for Tract No. 5996).

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

4. Police Department

SUBJECT: Purchase of Radio Dispatch Console System. page 43

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a ten (10) year agreement (A-8095) with InterTalk Critical Information Systems for seven (7) dispatch radio console positions, in the amount not to exceed \$724,413.16.(Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

5. Police Department

SUBJECT: Resolution Commending Irma Coughlin for Thirty-Four Years of Exemplary Service to the City of Oxnard. page 63

RECOMMENDATION: That the City Council adopt a resolution commending Irma Coughlin for thirty-four years of exemplary service to the City of Oxnard.

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

6. Public Works Department

SUBJECT: Environmental Protection Agency Grant Application for Anaerobic Digestion page 65
Feasibility Study.

RECOMMENDATION: That the City Council adopt a resolution authorizing:

1. The City Manager to submit an application for an Environmental Protection Agency (EPA) grant up to \$300,000 in response to a Request for Application EPA-OLEM-ORCR-20-02 SUPPORTING ANAEROBIC DIGESTION IN COMMUNITIES to be used for an anaerobic digestion feasibility

study at the Oxnard Wastewater Treatment Plant;

2. The City Manager or designee to execute grant agreements upon confirmation of the of grant award;

3. The Chief Financial Officer, or designee, to submit financial reports and grant claims, approve budget appropriations for the use of the grant funds and perform all other required financial actions if the grant is awarded; and

4. The Public Works Director, or designee, to submit non-financial reports if the grant is awarded.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

7. Public Works Department

SUBJECT: Award Agreement A-8228 with Clean Harbors Environmental Services, Inc. for Conditionally Exempt Small Quantity Generator Waste and Residential Household Hazardous Waste Collection and Disposal Service. page 68

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a three-year Agreement (#A-8228) with the City of Port Hueneme and Clean Harbors Environmental, Inc. (Clean Harbors) for a total amount not to exceed \$225,000 for Conditionally Exempt Small Quantity Generator waste and residential household hazardous waste collection and disposal service. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Purchase Order to National Auto Fleet Group for a New Sewer Inspection Vehicle. page 99

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order 7647 with National Auto Fleet Group for a new sewer inspection vehicle (camera truck) in the amount of \$249,643.90. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing. page 117

RECOMMENDATION: That the City Council authorize the Mayor to execute a First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing (Pirate Staffing) in the amount of \$600,000 for a total not to exceed contract value of \$800,000, and to extend the term from July 15, 2020 to July 15, 2022 for temporary labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte). (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

July 7, 2020

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K. REPORTS

1. City Manager Department

SUBJECT: Adopt a Resolution to Place a Transactions and Use (Sales) Tax Measure on the November 3, 2020 Ballot -- Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure, a Local 1.5 Cent Sales Tax to Collect Funds to be Used Only for Oxnard. (30/30/30) page 172

RECOMMENDATION: That the City Council considers adopting a resolution to place a transactions and use (sales) tax measure on the November 3, 2020 ballot -- Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure, a local 1.5 cent sales tax to collect funds to be used only for Oxnard.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. Community Development Department

SUBJECT: Adoption of Resolution Amending Implementation Date of Specific New and Increased Development Impact Fees For Projects Meeting Specific Criteria. (10/10/10) page 211

RECOMMENDATION: That the City Council adopt a resolution amending the implementation date of specific new and increased Development Impact Fees for projects meeting specific criteria.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

3. Public Works Department

SUBJECT: Utility Rate Assistance Program ("Project Assist") Update. (5/10/5) page 236

RECOMMENDATION: That the City Council:

1. Adopt a Resolution for the Ratepayers Assistance Program ("Project Assist" – Year 4) in Fiscal Year 2020-21 for utility bills to assist Oxnard low-income residents and authorize staff to grant financial relief equal to a constant \$15.00 credit for the monthly utility service charged to customers who meet the eligibility requirements discussed in this staff report; and

2. Authorize staff to direct up to \$145,000 from penalty fees charged to current customers who pay their bills late to fund the Utility Rate Assistance Program in Fiscal Year 2020-21.

(Finance and Governance Committee approved 2-0.)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (5:00 PM)
AGENDA ITEM NO. B.1

DATE: July 7, 2020
TO: City Council
FROM: Darwin Base, Fire Chief, (805) 385-7700, darwin.base@oxnard.org
SUBJECT: Update on Expanded COVID-19 Testing. (30/20/10)

RECOMMENDATION

That the City Council receive a joint presentation from California State Assemblymember Jacqui Irwin, Dr. David Hayes-Bautista, and the Oxnard Fire Department regarding an overview of COVID-19 testing in the City of Oxnard.

BACKGROUND

The Oxnard Fire COVID-19 serological testing initiative is a unique private/public partnership between the Oxnard Fire Department, St. John's Regional Medical Center, UCLA, and California Lutheran University Center for Economic Research and Forecasting, in an effort to understand the prevalence of the COVID-19 disease within the community.

The project, which began as a local Oxnard-specific effort through the Oxnard Fire Department, initially targeted first responders to understand whether personal protective equipment and other infection control measures were effective in preventing spread of the disease within a high risk/high exposure workforce. In addition to the first responders, a larger effort to target medically vulnerable, low income, and socioeconomically disadvantaged residents was also underway.

This effort, a collaboration between the Oxnard Fire Department and St. John's Regional Medical Center, was expanded to all first responder agencies within Ventura County. Utilizing a special HIPPA compliant, web-based data entry platform created in-house by the Oxnard Geographic Information System team, the project quickly grew in scale. Collaborating partners also include: Ventura City Fire Department, Ventura County Fire Department, and Gold Coast Ambulance have provided additional test sites, personnel and logistical support in this effort.

Through St. John's Regional Medical Center laboratory, the collaboration was able to secure 50,000 tests free of charge via a special State of California program through Abbott Laboratories, which made the test reagents available at no cost for the purposes of providing free testing to the project's targeted groups.

In a similar effort, Assemblymember Jacqui Irwin is leading a team in collaboration with UCLA and the California Lutheran University Center for Economic Research and Forecasting to perform antibody testing to evaluate the impacts of the disease within the community. This effort is focused on specific impacts to different ethnic and socioeconomic groups. Working with Ventura County Public Health, this effort was seeking to test a similar demographic as the Oxnard Fire initiative with a second similar antibody test supplied by BIO-RAD Pharmaceuticals.

Through the efforts of Assemblymember Irwin, the two programs were able to come together and collaborate on a countywide project that would not only look at prevalence within disadvantaged communities but also seek to validate the test findings using both test platforms, evaluate the length of IgG antibody presence in a longitudinal study as well as provide for understanding of general prevalence of the disease within the entire community.

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:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

FINANCIAL IMPACT

Testing reagent is provided free of charge via Abbott Laboratories. Laboratory time has been donated by St. John's Regional Medical Center and is ongoing. Blood collection supplies are procured via CARES ACT funding made available by the Oxnard Housing Department's Community Development Block Grants (CDBG). These funds are specifically earmarked for the response, mitigation and recovery of the COVID-19 emergency.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Darwin Base, Fire Chief

ATTACHMENTS

1. OFD Antibody Testing Overview

Oxnard Fire Department, St. John's Regional SARS-COV2 Antibody Testing Project: UCLA/CLU Seroprevalence Collaboration



BACKGROUND

Original OFD& SRMC concept focused on two objectives

- ☒ First responder testing
 - ☒ Effectiveness of PPE and infection control measures
- ☒ Vulnerable population testing
 - ☒ Seniors
 - ☒ Homeless
 - ☒ Low to moderate income
 - ☒ Socioeconomically disadvantaged groups

BACKGROUND

Private/Public Partnership with St. John's Regional Medical Center

- ☒ Original concept used a cartridge based antibody test
- ☒ St. John's Laboratory volunteered to provide validation for test
Assay purchased by OFD

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BACKGROUND

Private/Public Partnership with St. John's Regional Medical Center

- ☒ St. John's Laboratory receives opportunity to attain 5-10k Test.
 - ☒ This allows for first responder testing to expand countywide
- ☒ After successful first responder testing Abbott laboratories makes 30-50k test available for community based testing

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Program Development

- ☒ Oxnard GIS team develops in house, web based, hipa compliant data platform
- ☒ OFD receives local optional scope change from state and county EMS to use Firefighter/Paramedics for blood draw

Program Development

- ☒ Program efficiency allows for testing of entire first responder workforce in one week
- ☒ Regional first responder agencies join effort allowing for all first responder agencies in the country to implement and conduct in house antibody testing

BACKGROUND

UCLA and California Lutheran University

- ☒ Through the efforts of 44th district assemblymember Jacqui Irwin, a collaborative was formed with academic researchers from UCLA and CLU and other partner agencies
- ☒ Collaborative seeks to research countywide disease prevalence and impacts to specific communities

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OVERVIEW

Countywide Seroprevalence Testing Study

Utilizing the Oxnard Fire/St. John's testing platform, county wide testing efforts are underway

Under the study guidance of UCLA and CLU academic researchers and experts four test concepts are being studied

Countywide Seroprevalence Testing Study

- ☒ Overall Disease Prevalence
- ☒ Impacts of COVID 19 to targeted groups
 - ☒ Low income
 - ☒ Frontline /Essential W orkers
 - ☒ People of varying ethnicity
 - ☒ Homeless
 - ☒ Seniors
- ☒ Longitudinal Study
 - ☒ Antibody persistence over time
- ☒ Validation Study
 - ☒ 2 test method utilizing secondary high accuracy test

Countywide Seroprevalence Testing Study

- ☒ Testing to the public is free
- ☒ Follow up consultation for positive result is provided by OFD medical director Dr. Todd Larsen
- ☒ Family testing is offered to positive cases

Countywide Seroprevalence Testing Study

- ☒ To date over 5000 members of the community have been tested
- ☒ Testing is scheduled to be ongoing
- ☒ Oxnard is target of oversampling in first round
- ☒ Second large scale testing round planned before the fall (approx 2 months)



QUESTIONS?



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.1**

DATE: July 7, 2020
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: Senior Utility Rate Assistance.

RECOMMENDATION

That the City Council authorize staff to distribute \$13,300 collected from donations held in Fund 571 to assist low-income seniors with utility payments. (Finance and Governance Committee approved 3-0)

BACKGROUND

In 2014, the City implemented a voluntary donation program to assist low income seniors with their utility costs. Based on US Census Bureau data from the 2010 Census, Oxnard has approximately 16,400 individuals aged 65 and over. Between the years of 2014 and 2020, the City collected \$13,300 through voluntary donations. Solicitation envelopes were mailed with the utility bills during the first year of the program.

Since cash flow is critical for everyone at this unprecedented time, the need to offer support and economic relief to the vulnerable members of our community, especially the elderly, is of utmost importance.

To receive assistance, utility customers must provide the following:

1. Proof of Age (65 and over)
2. Proof of income eligibility similar to Project Assist's requirements (Medi-Cal/CalFresh/ So CA Edison CARE Program/ So Cal Gas CARE Program, etc.)

A total of 133 qualified customers will receive a one-time credit of \$100 to be applied toward their utility bill. This amount, although modest, will provide immediate financial relief to seniors negatively impacted by the Coronavirus pandemic. City is currently waiving utility penalties and discontinuation of services for delinquent water, wastewater and refuse accounts.

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. 2016.

FINANCIAL IMPACT

The amount of \$13,300 collected from donations is being held in Fund 571- Contribution Trust under Project DNSRAP.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on June 23, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eden Alomeri, Assistant City Treasurer

ATTACHMENTS

None



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.2**

DATE: July 7, 2020
TO: City Council
FROM: Phillip Molina - City Treasurer
SUBJECT: First Amendment to Agreement for Government Banking Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an amendment in the amount of \$542,000 to Agreement No. A-7976 with Bank of America, N.A. to extend services for one year (through June 30, 2021) to provide general banking services, including provisions for continuing merchant account, depository account, and armored guard pick up services.

BACKGROUND

In 2017 the City Treasurer brought the results of the open bidding for banking services to the City Council. The city received bids from three major banks and determined that Bank of America submitted the bid with the lowest costs in part because of the \$40,000 loyalty credit that was offered. The reason for the need to extend this agreement is based on the current issues that have taken much of staff's time is managing those issues. It is expected that the impetus causing this delay will be resolved by that time.

STRATEGIC PRIORITIES

This is an operating contract and is not required to fit into the strategic priorities except that this amendment is the least expensive method of extending the required service. Before June 30, 2021, Treasury staff will submit an RFP for future banking services.

FINANCIAL IMPACT

The annual banking services contract based on volume is estimated to cost \$542,000 for Fiscal Year 2020-2021. This cost is part of the FY 2020-2021 Approved Budget for Customer Billing Fund 725-1211-856-8403 (\$365,000) and General Fund 101-1201-801-8403 (\$177,000).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

1. First Amendment to Agreement No A 7976.BofA_revised-City_sig_page
2. Agreement A7976 Bank of America

FIRST AMENDMENT TO AGREEMENT FOR GOVERNMENT BANKING SERVICES

This First Amendment to the Agreement for Government Banking Services ("First Amendment") is made effective as of this 1th day of July, 2020 by and between the City of Oxnard, California, a municipal corporation ("City"), and Bank of America, N.A. a national banking association (Bank").

WHEREAS, on July 1st, 2017, City and Bank entered into that certain Agreement for Government Banking Services ("Agreement").

WHEREAS, City and Bank desire to amend the Agreement to extend the term and modify pricing.

WHEREAS, in accordance with Section 3. Term, the Agreement may be extended or renewed upon mutual consent of the parties for up to two (2) additional periods of one (1) year each, or such other periods as the parties may further agree in writing.

NOW, THEREFORE, for valuable consideration, City and Bank hereby agree as follows:

1. Definitions: Capitalized terms used but not defined in this First Amendment will have the definitions and meanings given to them in the Agreement.
2. Representations: Each party represents and warrants to the other party that this First Amendment has been dully authorized by all necessary action(s) and is binding on such party in accordance with its terms.
3. Amendment:
 - a) The term of the Agreement is hereby extended for one (1) year by deleting the second sentence in Section 3. Term in its entirety and replacing it with the following two sentences:

"The first extended term of this Agreement shall begin on July 1st, 2020 and continue for a term of one (1) year till June 30, 2021 (the "Extended Term #1") unless terminated or extended in accordance with the Agreement. This Agreement may be further extended or renewed upon mutual consent of the parties for one (1) additional period of one (1) year, or such other periods as the parties may further agree in writing".

- b) Earnings credit rate ("ECR") is modified and the first page of Exhibit A is replaced with the attached and, by this reference, incorporated herein revised Exhibit A "(Exhibit A - 2020)".
4. Estimated Annual Fees. The amount of the annual total fees less earnings is estimated to be \$112,538. The fees are based on price x volume model and will be provided on a monthly basis via the analysis statement. Added services and increased volumes will be charged at agreed upon rates.
5. Ratification: All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the parties, and this First Amendment, whose terms shall prevail in the event of any inconsistency with the Agreement, may be executed in counterparts and delivered by fax or other electronic means.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed the First Amendment on the date first written above.

CITY OF OXNARD:

Tim Flynn, Mayor Date

BANK OF AMERICA, N.A.

David A Randolph Date
Senior Vice President

[name] , [title] Date

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

The City requires the following for any contract:

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

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

AGREEMENT FOR GOVERNMENT BANKING SERVICES

This Agreement for Government Banking Services (the "Agreement") is dated as of the 1st day of July, 2017 (the "Effective Date"), by and between Bank of America, N.A., a national banking association ("Bank") and the City of Oxnard, California ("City").

WHEREAS, the City issued a Request for Proposal for Banking Services dated as of March 23, 2017 (the "RFP") for procurement of various banking services as outlined therein (collectively, the "Services"); and

WHEREAS, Bank was the successful and awarded bidder under the RFP, having submitted its proposal to the City dated as of April 17, 2017 (the "Bid Response"); and

WHEREAS, the City previously executed that certain Authorization and Agreement for Treasury Services Terms and Conditions Booklet dated as of October 5, 2016 (the "T&C Booklet") pursuant to which Bank has provisioned various treasury services to the City; and

WHEREAS, pursuant to the laws of the State of California, as applicable, the City wishes to procure such Services from Bank on basis of the RFP and the Bid Response, subject to and as modified by the terms herein and the revised schedule of fees in Exhibit A attached hereto; and

WHEREAS, the City and Bank wish to enter into this Agreement for the purpose of specifying the final terms and constituent documents of the Agreement regarding the Services.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Bank each agree as follows:

1. Integrated Agreement. The entire and final integrated agreement between the City and Bank related to the Services shall consist of the following documents: (i) this Agreement, including the schedule of fees as provided in Exhibit A attached hereto; (ii) the T&C Booklet, including Bank's user documentation and set-up forms in connection with the Services referenced therein, as applicable; (iii) the Bank's Bid Response; and (iv) the City's RFP. In the event of conflict among the foregoing documents, such conflict shall be resolved by giving precedence first to this Agreement, then to the RFP as modified by the Bid Response, and finally to the T&C Booklet. This integrated agreement supersedes all prior negotiations, representations, statements and agreements between Bank and the City, whether written or oral, regarding the Services.
2. Commencement of Performance. Except as may be otherwise agreed by the parties, Bank shall continue and/or begin performing the Services upon the City's execution and delivery of this Agreement and any related set-up forms, as applicable. Bank shall continue to perform the Services during the term of this Agreement.
3. Term. The initial term of this Agreement shall begin as of the Effective Date of July 1, 2017 and continue for an initial term of three (3) years. This Agreement may be further extended

or renewed upon mutual consent of the parties for up to two (2) additional periods of one (1) year each, or such other periods as the parties may further agree in writing.

4. Failure to Perform/Cure. If Bank materially breaches any requirements of this Agreement, the City may issue a written notice to Bank that outlines the remedial action requested to cure such breach and bring Bank into material conformance with this Agreement. If such remedial action is not completed to the satisfaction of the City within ten (10) business days from Bank's receipt of such notice, the City may issue a second written notice to Bank of such material breach. If Bank does not take satisfactory action within five (5) business days of the date of Bank's receipt of the second written notice, then the City may terminate this Agreement effective immediately or upon such future date as the City may determine for such termination. Failure by the City to issue such notices or to terminate this Agreement in a particular instance does not waive any of City's rights to issue subsequent notices.
5. Mutual Non-Indemnity. Notwithstanding anything to the contrary herein or in any of the constituent documents of the integrated agreement provided in Section 1 above, to the fullest extent permitted by law the parties agree to a position of mutual non-indemnification of the other party. For avoidance of doubt, the foregoing means that neither party shall bear responsibility to the other under this Agreement for any legal claims brought by third parties other than the City and Bank, or for any costs associated with or resulting from such claims.
6. Governing Law. Notwithstanding anything to the contrary herein or in any of the constituent documents of the integrated agreement provided in Section 1 above, the parties agree that the construction and interpretation of this Agreement and rights and duties of the City and Bank hereunder shall be governed by U.S. federal law, as applicable, and the laws of the State of California. Any legal action by Bank against the City shall be brought in any court of competent jurisdiction with respect to Ventura County, California.
7. Notices. Except as may otherwise be specified in any applicable set-up forms or agreed to in writing by the parties, notices to the City and Bank shall be sent to the respective addresses set forth below. Changes in the address set forth below may be made from time to time by either party upon written notice to the other party.

City: City of Oxnard, CA
Attn: City Treasurer's Dept.
214 South C Street
Oxnard, California 93030

Bank: Bank of America, N.A.
Attn: Public Sector Banking
333 South Hope Street, 23rd Floor
Los Angeles, California 90071

8. Authority. The City and Bank each represents and warrants that this Agreement has been duly authorized by all necessary action and is binding on such party in accordance with its terms herein.
9. Counterparts. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the City and Bank have executed this Agreement for Government Banking Services effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Tim Flynn, Mayor

Date

BANK OF AMERICA, N.A.

Patty Ramirez
Director, Senior Client Manager

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

APPROVED AS TO CONTENT:

Phillip S. Molina, Project Manager

Date

Phillip S. Molina, Department Head

Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

IN WITNESS WHEREOF, the City and Bank have executed this Agreement for Government Banking Services effective as of the date first written above.

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Date

APPROVED AS TO AMOUNT:

for _____
Greg Nyhoff, City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

EXHIBIT A

- **Loyalty Credit:** Bank shall provide the City a loyalty credit in the amount of Forty Thousand Dollars (\$40,000.00), such amount to be applied over a two (2) year period, in the form of \$20,000 in the first year of the Agreement and \$20,000 in the second year.
- **Earnings Credit Rate (ECR):** Bank shall provide for an increase to the City's applicable Earnings Credit Rate from 0.25% to 0.40%.
- **Schedule of Fees / Pro-Forma Analysis Statement:** See Attached.

Exhibit A

Proposed Charges for Banking Services					
Proposed Price	Service Description	Frequency	Monthly Volume	Monthly Cost	Definition
\$0.1461	DEPOSIT BANK ASSESSMENT	PER \$1,000	30,134	\$4,402.88	MONTHLY CHARGE FOR INSURING DEMAND DEPOSIT WITH THE FEDERAL DEPOSIT INSURANCE CORPORATION.
\$0.5000	ACH NOTIF OF CHANGE (NOC)	PER ITEM	4	\$2.00	PER ITEM FEE FOR AN ACH NOTIFICATION OF CHANGE (NOC) SENT BY THE RECEIVER'S FINANCIAL INSTITUTION NOTIFYING THE ORIGINATOR OF A CORRECTION THAT MUST BE MADE WHEN ORIGINATING THE ITEM IN THE FUTURE.
\$1.0000	ACH BLOCKS AUTH INSTRUCTIONS	PER INSTRUCTION	16	\$16.00	A PER FILTER FEE TO ALLOW SELECTED ACH CREDITS AND/OR DEBITS TO POST TO A CORPORATE ACCOUNT.
\$1.0000	EXPRESS TAX (EFTPS) ON IMP PMT	PER TRANSACTION	1	\$7.00	THE CHARGE PER TRANSACTION FOR TAX PAYMENTS SUBMITTED THROUGH EXPRESS TAX SOFTWARE PRODUCT.
\$1.0000	ACH OPTIONAL REPORTS- ELECTRONIC(S)	PER REPORT	28	\$28.00	A PER REPORT CHARGE TO DELIVER AN OPTIONAL ACH REPORT ELECTRONICALLY, INCLUDING VIA ECHANNEL, TRANSMISSION AND OTHER ELECTRONIC DELIVERY METHODS.
\$1.0000	ACH RETURN ITEM	PER ITEM	1	\$1.00	PER ITEM CHARGE FOR THE RETURN OR NOTIFICATION OF CHANGE (NOC) OF AN ACH ITEM PRESENTED FOR PAYMENT AGAINST AN ACCOUNT IN YOUR BANK OR ANOTHER BANK.
\$20.0000	ACH MONTHLY MAINTENANCE	PER SET UP	4	\$80.00	MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM.
\$0.0000	ACH SETUP	PER COMPANY ID	3	\$0.00	ONE TIME FEE FOR THE INITIAL SET UP OF A SINGLE COMPANY ID FOR A CLIENT TO ORIGINATE ACH.
\$5.0000	ACH INPUT-FILE	PER INPUT	3	\$15.00	PER FILE FEE TO PROCESS ACH ITEMS THAT ARE DELIVERED TO YOUR BANK VIA A DATA TRANSMISSION.
\$1.0000	ACH BLOCKS AUTH MAINTENANCE	PER ACCOUNT	5	\$5.00	THE CHARGE TO MAINTAIN BLOCKS AND FILTERS INFORMATION ON THE ACH SYSTEMS.
\$0.0200	ACH ORIGINATED ADDENDA	PER ITEM	51	\$1.02	PER ITEM FEE TO ORIGINATE ADDENDA RECORDS ACCOMPANYING AN ACH ITEM. AN ADDENDA RECORD IS AN OPTIONAL ACH RECORD THAT CARRIES SUPPLEMENTAL DATA CONCERNING THE ITEM.
\$1.0000	ACH LV ON US ITEMS	PER ITEM	4	\$4.00	PER ITEM FEE TO ORIGINATE AN ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER IN YOUR BANK.
\$1.0000	ACH LV OFF US ITEMS	PER ITEM	47	\$47.00	PER ITEM FEE TO ORIGINATE AN ACH ITEM WHICH IS DESTINED FOR A CORPORATE ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.
\$0.0000	ACH LV-INPUT	PER ITEM	13	\$0.00	PER FILE FEE TO PROCESS ACH ENTRIES THAT WERE DELIVERED TO THE BANK ONLINE OR A PAYROLL VENDOR.
\$5.0000	ACH LV-MONTHLY MAINTENANCE	PER CO ID / PER MONTH	2	\$10.00	MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM. LOW VOLUME PRICING IS AVAILABLE TO CLIENTS SUBMITTING ACH ENTRIES USING ONLINE ACH OR A VENDOR.
\$1.0000	ACH STANDARD RPTS-ELECTRONIC	PER REPORT	4	\$4.00	A PER REPORT CHARGE TO DELIVER STANDARD ACH REPORTS ELECTRONICALLY. THIS INCLUDES REPORT DELIVERY ONLINE, VIA TRANSMISSION AND OTHER ELECTRONIC METHODS.
\$0.0200	ACH ON US CREDITS	PER ITEM	722	\$14.64	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER ACCOUNT HOLDER IN YOUR BANK.
\$0.0200	ACH OFF US CREDITS	PER ITEM	4,473	\$89.46	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.
\$0.0200	ACH ON US DEBITS	PER ITEM	165	\$3.30	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER.
\$0.0200	ACH OFF US DEBITS	PER ITEM	534	\$11.28	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.
\$0.0200	ACH CREDIT RECEIVED ITEM	PER ITEM	239	\$4.70	PER ITEM FEE CHARGED BY ACH, FOR AN ACH RECEIVED CREDIT. THIS FEE IS IN ADDITION TO THE PER ITEM FEE APPLIED BY DDA FOR POSTING OF AN ELECTRONIC ITEM TO A DDA ACCOUNT.
\$0.0200	ACH DEBIT RECEIVED ITEM	PER ITEM	32	\$1.28	PER ITEM FEE, CHARGED BY ACH, FOR AN ACH RECEIVED DEBIT. THIS FEE IS IN ADDITION TO THE PER ITEM FEE APPLIED BY DDA FOR POSTING OF AN ELECTRONIC ITEM TO A DDA ACCOUNT.

Proposed Price	Service Description	Frequency	Monthly Volume	Monthly Cost	Definition
\$25.0000	CPO ARP ONLINE REPORTS	PER MONTH PER ACCOUNT	1	\$25.00	CHARGE FOR ANY/ALL RECONCILIATION REPORTS PASSED TO CPO, STANDARD 3 MONTH RETENTION. BILLED BY CPO.
\$0.0000	PP IMAGE REQUESTED	PER ITEM	27	\$0.00	THE POSITIVE PAY PER ITEM CHARGE FOR EACH IMAGE VIEWED ON ONLINE IMAGE ACCESS SERVICE.
\$0.0500	ARP VOID CANCEL ITEMS	PER ITEM	3	\$0.15	THE PER ITEM FEE FOR SUBMITTING CANCELS VIA TRANSMISSION OR ONLINE SYSTEM.
\$0.0000	ARP OUTPUT PROCESSING PER ITEM	PER ITEM	1,414	\$0.00	THE PER ITEM CHARGE FOR PROVIDING A END OF CYCLE OR DAILY PAID (PRIOR TO CORRECTIONS) FILE.
\$0.0000	POSITIVE PAY EXCEPTIONS	PER ITEM	145	\$0.00	THE CHARGE FOR PAID NO ISSUE, CHECK VOIDED PRIOR TO PAYMENT AND PAYEE NOT FOUND POSITIVE PAY EXCEPTION ITEMS RELEASED TO THE CLIENT FOR DECISION.
\$15.0000	ARP PPAY MAINT-NO RECON	PER ACCOUNT / PER MONTH	1	\$15.00	RECONCILIATION CHARGES FOR PROVIDING THE POSITIVE PAY SERVICE. CUSTOMER PROVIDES BANK WITH CHECK ISSUE INFORMATION BUT HAS NO OTHER RECONCILIATION SERVICE(S).
\$45.0000	ARP PARTIAL PPAY MAINT-PPR RPT	PER RECONCILEMENT	1	\$45.00	THE PER RECONCILEMENT CHARGE FOR PROVIDING THE PARTIAL POSITIVE PAY WITH PARTIAL RECONCILEMENT SERVICE WHERE NOTIFICATION IS PROVIDED ELECTRONICALLY AND THE CUSTOMER DOES NOT PROVIDE THE BANK WITH CHECK ISSUE INFORMATION.
\$0.0200	ARP PARTIAL PPAY ITEM	PER ITEM	1,414	\$28.28	THE PER PAID ITEM CHARGE FOR PROVIDING POSITIVE PAY WITH PARTIAL RECONCILIATION SERVICE.
\$20.0000	ARP PARTIAL PPAY MAINT-SUPP	PER ITEM	1	\$20.00	MONTHLY MAINTENANCE FOR THE PARTIAL RECONCILIATION SERVICE WITH POSITIVE PAY WHERE THE CLIENT DOES NOT RECEIVE THE HARDCOPY REPORTS
\$5.0000	ARP POSITIVE PAY RETURN-OTHER	PER ITEM	1	\$5.00	PER ITEM CHARGE FOR THE RETURN OF PPY EXCEPTION ITEMS FOR A REASON OTHER THAN FRAUD.
\$0.0000	ARP PPAY INPUT FILE-TRANS	PER FILE	9	\$0.00	THE PER FILE CHARGE FOR A INPUT FILE FOR AN ACCOUNT WITH POSITIVE PAY WITH OR WITHOUT RECONCILIATION SERVICES.
\$0.0200	ARP PPAY NO RECON INPUT ITEM	PER ITEM	630	\$12.60	THE PER ISSUE ITEM FEE FOR PROVIDING POSITIVE PAY SERVICES WITH NO RECONCILIATION.
\$15.0000	TRANS MGMT MONTHLY MAINT	MONTHLY RECURRING VOLUME	1	\$15.00	FEE FOR ADMINISTERING VAULT TRANSPORTATION SERVICES.
	MONTHLY ARMORED CARRIER	AMOUNT	1	\$0.00	A BILL PAYMENT ARRANGEMENT UNDER WHICH THE BANK PAYS FEES FOR TRANSPORTATION SERVICES FOR DELIVERY OF VAULT DEPOSITS PROVIDED A CLIENT PURSUANT TO A CONTRACT BETWEEN THE CLIENT AND A 3RD PARTY VENDOR, AND WHICH RESULTS IN EXPLICIT (I.E. HARD DOLLAR) CHARGES OR BALANCE BASED CHARGES (USING EARNINGS CREDITS) IN AN AMOUNT AT LEAST EQUAL TO THE BILL PAYMENT. SUBJECT TO THE NON-STANDARD REQUEST POLICY AND APPROVAL BY CONTRACT MANAGEMENT.
\$1.0000	DEPOSIT CORR NON CASH	PER CORRECTION	2	\$2.00	TRANSACTIONAL CHARGE FOR PROCESSING AN ADJUSTMENT FOR EACH NON-CASH DEPOSIT RECONCILIATION DIFFERENCE.
\$0.1200	CURR/COIN DEP/\$100-VLT	PER \$100	9,370	\$1,124.40	THE FEE FOR PROCESSING THE CASH PORTION OF A DEPOSIT DELIVERED DIRECTLY TO CASH VAULT BY CLIENT'S ARMORED CARRIER. THE FEE IS APPLIED TO EACH \$100 OF CASH DEPOSITED.
\$7.0000	COIN DEPOSIT-NON STD BAG-VLT	PER BAG	1	\$7.00	THE FEE TO DEPOSIT BAGS OF LOOSE COIN IN LESS THAN FEDERAL RESERVE STANDARD AMOUNTS OR MIXED DENOMINATION DELIVERED DIRECTLY TO A CASH VAULT OR BANKING CENTER. THIS FEE IS APPLIED PER BAG IN ADDITION TO PER \$100 CHARGE.
\$0.1200	CURRENCY SUPP/\$100-NONSTD-VLT	PER \$100	569	\$68.28	AMOUNTS (I.E., LESS THAN 100 NOTES OF THE SAME DENOMINATION) REQUESTED FROM A CASH VAULT. THE FEE IS APPLIED TO EACH \$100 SUPPLIED.
\$0.2000	COIN DEPOSITED-ROLL-VLT	PER ROLL DEPOSITED	123	\$24.60	THE FEE FOR DEPOSITING ROLLED/WRAPPED COIN THROUGH THE CASH VAULT. THE FEE IS ASSESSED PER COIN ROLL DEPOSITED.
\$8.0000	DEPOSIT CORRECTION-CASH	PER CORRECTION	1	\$8.00	THE FEE FOR A DISCREPANCY FOUND BETWEEN CLIENT'S DECLARED AMOUNT OF CASH DEPOSITED AND THE AMOUNT ACTUALLY VERIFIED BY BANK. CHARGE APPLIES TO ALL CASH VAULT AND BANKING CENTER CASH DEPOSITS AND IS APPLIED PER DEPOSIT REQUIRING ADJUSTMENT.
\$0.1200	COIN SUPPLIED/ROLL-VLT	PER ROLL	370	\$44.40	THE FEE FOR SUPPLYING INDIVIDUAL ROLLS OF COIN FROM A CASH VAULT. THE FEE IS APPLIED PER ROLL SUPPLIED.

Proposed Price	Service Description	Frequency	Monthly Volume	Monthly Cost	Definition
\$0.0800	CURRENCY SUPP/S 100-STD-V LT	PER \$100	77	\$6.53	THE FEE FOR SUPPLYING CURRENCY IN STANDARD STRAP AMOUNTS (I.E., 100 NOTES OF THE SAME DENOMINATION) FROM A CASH VAULT. THE FEE IS APPLIED TO EACH \$100 SUPPLIED.
\$1.5000	VAULT DEPOSIT	PER DEPOSIT	27	\$40.50	PER DEPOSIT FEE FOR PROCESSING A DEPOSIT DELIVERED TO A VAULT PROCESSED BEFORE DAILY CUT-OFF TO OBTAIN SAME DAY CREDIT. ALSO APPLIES TO DEPOSITS MADE IN AN ABC & SAFE DROP DEPOSIT FACILITIES IN CERTAIN BANKING CENTERS DELIVERED DIRECTLY TO CASH VAULT.
\$3.5000	BANKING CENTER DEPOSIT	PER DEPOSIT	27	\$94.50	THE FEE FOR PRESENTING A DEPOSIT TO A TELLER IN A BANKING CENTER FOR CREDIT TO THE ACCOUNT AND IMMEDIATE VERIFICATION OF THE CASH PORTION OF THE DEPOSIT. THIS FEE IS APPLIED PER DEPOSIT.
\$2.5000	QBD/HIGHY DROP DEPOSIT	PER DEPOSIT	34	\$85.00	THE FEE FOR GIVING CONDITIONAL CREDIT FOR A DEPOSIT DELIVERED TO A BANKING CENTER. THE DEPOSIT IS CREDITED UNDER THE CONDITION THAT THE DECLARED CASH AMOUNT IS EQUAL TO THE ACTUAL CASH COUNTED. THE FEE IS APPLIED PER DEPOSIT.
\$0.2500	CURR/COIN DEP/\$100-QBD-ND	PER \$100	1,274	\$318.50	THE FEE FOR COUNTING THE CASH PORTION OF A DEPOSIT AT SOME TIME AFTER THE DEPOSIT WAS PROCESSED FOR CREDIT TO THE ACCOUNT. THIS FEE IS APPLIED TO EACH \$100 CASH DELIVERED TO A BANKING CENTER. THIS IS ALSO KNOWN AS POST VERIFICATION.
\$6.0000	CHANGE ORDER-AUTO OR STNDG-VLT	PER ORDER	8	\$48.00	THE FEE FOR RECEIVING AND PROCESSING A REQUEST FOR COIN AND OR CURRENCY IN A CASH VAULT RECEIVED VIA A STANDING ORDER OR AN AUTOMATED CHANNEL. THIS FEE IS APPLIED FOR EACH CHANGE ORDER PROCESSED.
\$10.0000	DEP CONDITIONING-SURCHG-VAULT	PER DEPOSIT	1	\$10.00	PER DEPOSIT CHG FOR DEPOSITS DELIVERED TO A VAULT WHICH DO NOT MEET STD VAULT DEPOSIT PREPARATION CRITERIA (E.G., CURRENCY IS NOT PRESENTED ORDERLY) THE CHARGE IS APPLIED FOR EACH DEPOSIT NOT PRESENTED PER DEPOSIT INSTRUCTIONS.
\$0.2500	CPO ARP POSITIVE PAY NOTIF	PER NOTIFICATION	44	\$11.00	CHARGE TO RECEIVE THE POSITIVE PAY EXCEPTION/NO EXCEPTION NOTIFICATION.
\$0.0000	CPO ONLINE SUBSCRIPTION	PER ID/ PER MONTH	1	\$0.00	CHARGED IF CLIENT IS USING ONE OR MORE TREASURY APPS AND IS SETUP WITH COMMERCIAL OR LG. CORPORATE SEGMENT & MM OR LG CORP STANDARD PRICE PLAN IN CP TOOL.
\$0.0000	CPO PER IMAGE ACCESS	PER ITEM (1-10)	-	\$0.00	PER ITEM CHARGE WHEN CLICKING ON A CHECK IMAGE WITHIN STATEMENTS, IR REPORTS, OR RESEARCH. DEFAULT IR IMAGE ACCESS IS 90 DAYS. LONGER STORAGE OPTIONS ARE AVAILABLE. SEE IMAGE ACCESS FOR OPTIONS, AND PRICING.
\$0.0500	CPO PER IMAGE ACCESS	PER ITEM (11-)	38	\$1.85	PER ITEM CHARGE WHEN CLICKING ON A CHECK IMAGE WITHIN STATEMENTS, IR REPORTS, OR RESEARCH. DEFAULT IR IMAGE ACCESS IS 90 DAYS. LONGER STORAGE OPTIONS ARE AVAILABLE. SEE IMAGE ACCESS FOR OPTIONS, AND PRICING.
\$0.0000	CPO IR MAINTENANCE	PER CO ID / PER MONTH	1	\$0.00	CHARGED IF CLIENTS IR PRICING PACKAGE IS SET TO "PREMIUM".
\$20.0000	CPO PDR ACCOUNT	PER ACCOUNT / PER MONTH	3	\$60.00	MONTHLY MAINTENANCE CHARGE FOR EACH (DOMESTIC OR INTERNATIONAL) ACCOUNT ENTITLED TO PDR.
\$0.0300	CPO PDR ITEM STORED	PER ITEM	3,680	\$110.70	PER ITEM CHARGE FOR SUMMARY & DETAIL ITEMS (LOADED ONE TIME). 24 MONTH STORAGE. (EXAMPLE SUMMARY FIELD: LEDGER BALANCE, COLLECTED BALANCE, 1 DAY FLOAT ETC.) NO CHARGE FOR ZERO DOLLAR SUMMARY TOTAL FIELDS (EXAMPLE: TOTAL DEBITS, TOTAL ACH CREDITS ETC). NOTE: ON AVERAGE A CLIENT MIGHT HAVE 10-15 SUMMARY FIELDS PER ACCOUNT PER DAY.
\$0.0000	CPO RESEARCH ITEM	PER ITEM (1-100)	-	\$0.00	CHARGE WHEN USING IR RESEARCH MODULE. RESULTS OF SEARCH QUERY ARE CHARGED PER ITEM RETRIEVED.
\$0.1000	CPO RESEARCH ITEM	PER ITEM (101-)	620	\$62.00	CHARGE WHEN USING IR RESEARCH MODULE. RESULTS OF SEARCH QUERY ARE CHARGED PER ITEM RETRIEVED.
\$1.5000	RETURNS-CHARGEBACK	PER ITEM	20	\$42.00	PER ITEM CHARGE FOR A DEPOSITED CHECK WHICH IS RETURNED BY THE PAYER BANK AND DEBITED BACK TO THE DEPOSITOR'S ACCOUNT.

Proposed Price	Service Description	Frequency	Monthly Volume	Monthly Cost	Description
\$0.7500	RETURNS-RECLEAR	PER ITEM	30	\$22.50	THE CHARGE FOR REDEPOSITING AN ITEM WHICH HAS BEEN RETURNED BY THE PAYER BANK TO THE DEPOSITOR'S ACCOUNT. A PER ITEM CHARGE.
\$0.0700	RETURNS-ALTERNATE ACCT	PER DAY	1	\$0.07	RETURNED ITEMS ARE DEPOSITED TO ONE DDA ACCOUNT AND ARE CHARGED BACK TO A DIFFERENT DDA ACCOUNT. A DAILY CHARGE ONLY WHEN THERE IS ACTIVITY.
\$3.0000	RETURNS-SINGLE ITEM ADV	PER ITEM	27	\$81.00	A PER ITEM CHARGE FOR ONLY ONE RETURNED ITEM PER ADVISE. CUSTOMER WILL SEE ONE DEBIT TO THEIR MONTHLY STATEMENT FOR EACH SINGLE ITEM ADVISE.
\$0.2000	CKS DEP UN-ENCODED ITEMS	PER ITEM	645	\$128.00	TRANSACTIONAL CHARGE FOR PROCESSING UNENCODED CHECKS.
\$10.0000	ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	6	\$60.00	THE PER ACCOUNT MONTHLY SERVICE CHARGE FOR MAINTAINING AN ANALYZED ACCOUNT.
\$5.0000	PAPER DEPOSIT STATEMENT MAILED	PER ITEM	1	\$5.00	CHARGE FOR PAPER STATEMENT WHEN RECEIVING ELECTRONIC.
\$3.7500	PHOTOCOPY-SELF SERVICE	PER ITEM	1	\$3.75	PER ITEM CHARGE FOR PHOTOCOPIES REQUESTED THROUGH SELF-SERVICE CHANNELS (VRU, CPO)
\$10.0000	STATEMENT COPY	PER PRINTOUT	1	\$10.00	THE PER PRINTOUT CHARGE FOR A CUSTOMER-REQUESTED SCREEN PRINTOUT OF CHECKING ACCOUNT ACTIVITY. THE BRANCH PRINTS OUT THE SCREEN DISPLAY RATHER THAN ORDERING A SPECIAL STATEMENT.
\$5.0000	PHOTOCOPY-MANUAL	PER ITEM	3	\$15.00	THE PER ITEM CHARGE FOR PHOTOCOPYING CHECKS, DEPOSIT TICKETS, ETC.
\$0.0200	DEBITS POSTED-OTHER	PER ITEM	115	\$2.30	PER ITEM FEE, CHARGED BY THE DDA SYSTEM, FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.
\$0.0200	CREDITS POSTED-OTHER	PER ITEM	253	\$5.16	PER ITEM FEE, CHARGED BY THE DDA SYSTEM, FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.
\$0.0600	GENERAL CHECKS PAID TRUNCATED	PER ITEM	2,077	\$124.62	PER ITEM FEE FOR GENERAL CHECKS PAID TRUNCATED.
\$5.0000	CD ROM DISK	PER CD ROM	2	\$10.00	PER CD FEE FOR EACH CD ROM DISK CREATED.
\$5.0000	CD ROM MAINTENANCE	PER ACCOUNT	2	\$10.00	CD-ROM MONTHLY MAINTENANCE, PER ACCOUNT, FOR SOFTWARE EXPENSE, ONGOING SUPPORT AND REVISION/UPGRADES.
\$0.0200	CD ROM PER IMAGE	PER ITEM	2,077	\$41.54	THE PER ITEM FEE FOR EACH POSTED ITEM THAT IS BURNED ON A CD ROM.
\$5.0000	STOP PAY AUTOMATED<=12 MONTHS	PER STOP PLACED OR RE-ISSUED	1	\$5.00	STOP PAYMENT ADD AND STOP PAYMENT RE-ISSUE REQUESTED VIA CASHPRO ONLINE WITH A DURATION UP TO ONE YEAR.
\$0.1000	GEN DISB CKS PD IMAGE	PER CHECK	34	\$3.40	THE GENERAL DISBURSEMENT PER ITEM CHECKS PAID CHARGE FOR RECEIVING IMAGES ONLY OF PAID CHECKS ON AN IMAGE STATEMENT.
\$0.0000	IMAGE ARCHIVE-90 DAYS	PER ITEM	2,513	\$0.00	THE PER ITEM FEE ASSOCIATED WITH THE CAPTURE AND STORAGE FOR ONLINE ACCESS TO PRESENTED IMAGES ITEMS FOR 90 DAYS.
\$0.0000	IMAGE MAINTENANCE CPO	PER ACCT/GRP	5	\$0.00	THE MONTHLY MAINTENANCE FEE FOR IMAGE ACCESS VIA CASHPRO ONLINE. THIS FEE IS ASSESSED ON EACH ACCOUNT, AND RECALCULATED FOR GROUP LEVEL PRICING ON ACCOUNT ANALYSIS.
\$3.0000	NON-RELATION CUST CK CASHED CA	PER ITEM	13	\$145.00	NON-RELATIONSHIP CUSTOMER CHECK CASHING TRANSACTIONS THAT OCCUR IN CASHING CENTER; CLIENT HAS CA SPECIFIC MFC ARRANGEMENT
\$0.9000	CHECK DEPOSIT-ICL cr RDSO	PER DEPOSIT	315	\$283.50	RECEIPT OF A TRANSMISSION WHICH CONTAINS A DEPOSIT OF AN IMAGE CASH LETTER.
	MERCHANT SERVICES	PER ACCOUNT	1	\$0.00	THE BUNDLED CHARGE FOR MERCHANT CARD FEES. FEE TO BECOME AN EXPLICIT CHARGE.
\$100.0000	PAYMODE CON MONTHLY LICENSE	PER MONTH	1	\$100.00	MONTHLY FEE FOR USE OF PAYMODE CONCENTRATOR SERVICE.
\$0.0800	PAYMODE CON TRANSACTION	PER PAYMENT	8,954	\$692.32	PER ITEM FEE FOR EACH PAYMENT CONCENTRATED.
\$0.0000	RDSOL-ITEM STORAGE	PER ITEM	923,138	\$0.00	

Proposed Price	Service Description	Frequency	Monthly Volume	Monthly Cost	Definition
\$12.0000	HIGH VOLUME SCANNER MAINT	PER SCANNER	8	\$72.00	SCANNER WARRANTY FEES
\$1.0000	DEPOSIT CORRECTION-RDSO	PER ITEM	2	\$2.00	CHARGE FOR ANY ADJUSTMENTS MADE TO AN INCOMING IMAGE CASH LETTER.
\$10.0000	REMOTE DEP-ACCOUNT MAINTENANCE	PER ACCOUNT	2	\$20.00	MONTHLY MAINTENANCE FEE
\$0.0150	REMOTE DEP CK IMAGE PROCESSING	PER ITEM	16,544	\$278.16	PROCESSING FEE PER ITEM
\$0.0150	IMAGE DEPOSITED ITEMS-RDSO	PER ITEM	10,520	\$277.80	BUNDLED PRICE FOR ITEMS CLEARED AS IMAGES VIA RDSO
\$0.0000	AUTO MUTUAL FUND INVESTMENT	PER ACCOUNT	1	\$0.00	THE MONTHLY FEE CHARGED TO A CLIENT USING AN LMA SWEEP MUTUAL FUND SERVICE.
\$10.0000	CPO GP MTHLY MAINT	AMOUNT	1	\$10.00	CHARGE FOR USAGE OF GLOBAL PAYMENTS APPLICATION WHEN CLIENT SETUP WITH GPS PREMIUM PRICING PACKAGE - 24 MONTH DATA RETENTION FOR REPORTS.
\$0.0000	CPO GP ACCTS ENTITLED		5	\$0.00	
\$4.0000	ELEC WIRE OUT-DOMESTIC	PER WIRE	14	\$56.00	THE PER WIRE CHARGE FOR AN OUTGOING, ELECTRONICALLY INITIATED, DOMESTIC WIRE BEING SENT TO A BENEFICIARY AT A BANK IN THE U.S.
\$2.0000	CPO ACCOUNT TRANSFER	PER TRANSACTION	6	\$12.00	THE CHARGE TO INITIATE A TRANSFER BETWEEN TWO ACCOUNTS WITHIN YOUR BANK FOR THE SAME CUSTOMER.
\$4.0000	INCOMING DOMESTIC WIRE	PER WIRE	8	\$32.00	THE PER WIRE CHARGE TO RECEIVE A FEDWIRE TRANSFER THAT WAS SENT FROM ANOTHER US BANK.
\$0.5000	CPO GP CUST MNTTEMP STORAGE	PER ITEM	12	\$6.00	NUMBER OF ELECTRONIC TEMPLATES THAT ARE CREATED AND MAINTAINED BY THE CLIENT ON THE ONLINE GLOBAL PAYMENT SERVICES APPLICATION
\$0.0000	ACH SETUP - ADDED	PER COMPANY ID	0	\$0.00	ONE TIME FEE FOR THE INITIAL SET UP OF A SINGLE COMPANY ID FOR A CLIENT TO ORIGINATE ACH.
\$0.0000	CURRENCY SUPP/\$100-STD-VLT - ADDED	PER \$100	0	\$0.00	THE FEE FOR SUPPLYING CURRENCY IN STANDARD STRAP AMOUNTS (I.E., 100 NOTES OF THE SAME DENOMINATION) FROM A CASH VAULT. THE FEE IS APPLIED TO EACH \$100 SUPPLIED.
\$2.5000	QBD/NIGHT DROP DEPOSIT - ADDED	PER DEPOSIT	0	\$0.00	THE FEE FOR GIVING CONDITIONAL CREDIT FOR A DEPOSIT DELIVERED TO A BANKING CENTER. THE DEPOSIT IS CREDITED UNDER THE CONDITION THAT THE DECLARED CASH AMOUNT IS EQUAL TO THE ACTUAL CASH COUNTED. THE FEE IS APPLIED PER DEPOSIT.
\$0.2500	CURR/COIN DEP/\$100-QBD-ND - ADDED	PER \$100	0	\$0.00	THE FEE FOR COUNTING THE CASH PORTION OF A DEPOSIT AT SOME TIME AFTER THE DEPOSIT WAS PROCESSED FOR CREDIT TO THE ACCOUNT. THIS FEE IS APPLIED TO EACH \$100 CASH DELIVERED TO A BANKING CENTER. THIS IS ALSO KNOWN AS POST VERIFICATION.
\$3.7500	PHOTOCOPY-SELF SERVICE - ADDED	PER ITEM	0	\$0.00	PER ITEM CHARGE FOR PHOTOCOPIES REQUESTED THROUGH SELF-SERVICE CHANNELS (VRU, CPO)
\$10.0000	STATEMENT COPY - ADDED	PER PRINTOUT	0	\$0.00	THE PER PRINTOUT CHARGE FOR A CUSTOMER-REQUESTED SCREEN PRINTOUT OF CHECKING ACCOUNT ACTIVITY. THE BRANCH PRINTS OUT THE SCREEN DISPLAY RATHER THAN ORDERING A SPECIAL STATEMENT.
\$5.0000	PHOTOCOPY-MANUAL - ADDED	PER ITEM	0	\$0.00	THE PER ITEM CHARGE FOR PHOTOCOPIING CHECKS, DEPOSIT TICKETS, ETC.
\$0.0000	REMOTE DEPOSIT SUPPLY ORDERS - ADDED	AMOUNT	1	\$0.00	SUPPLIES ORDERED THROUGH TABQ FOR USE WITH THE REMOTE DEPOSIT SERVICE.
\$0.0800	COIN SUPP/ROLL-BOX-VLT - ADDED	PER ROLL	50	\$4.00	THE FEE FOR SUPPLYING A STANDARD BOX OF ROLLED COIN FROM A CASH VAULT. A STANDARD BOX MAY CONTAIN 25 OR 50 ROLLS, DEPENDING ON DENOMINATION REQUESTED. THE FEE IS APPLIED PER ROLL CONTAINED IN BOX(ES) SUPPLIED.

\$0,001.21

*pass through fees

**Merchant Fees will become explicit charges, meaning that earnings credit from balances may not offset fees.

If any of the above items are proprietary, please provide us with substitute terminology for the services you provide. List all other costs not included above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2016

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

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

PRODUCER Marsh USA Inc. 100 North Tryon Street, Suite 3600 Charlotte, NC 28202	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
943-A-11-16-17 EVIDEN CASUA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-010 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001	INSURER A: Old Republic Insurance Co	
	INSURER B: N/A	
	INSURER C: (See Page 2)	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-004000395-01 **REVISION NUMBER:** 1
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.

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			MWZY308105 * This coverage applies only if required by written contract.	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000* GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000* \$
☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			MWTB308028	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	See Page 2	08/01/2016	08/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Evidence of Coverage for: Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-010 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Marilyn F Burns <i>Marilyn F. Burns</i>
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2016

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

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

PRODUCER
MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : AIG Specialty Insurance Company

26883

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

#101925409-BOA-EO-16-17

INSURED
BANK OF AMERICA CORPORATION
AND ANY AND ALL SUBSIDIARIES
MAIL CODE NC1-028-16-01
150 NORTH COLLEGE STREET
CHARLOTTE, NC 28255

COVERAGES

CERTIFICATE NUMBER:

ATL-003973682-05

REVISION NUMBER:4

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.

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG
☐ POLICY ☐ PRO-JECT ☐ LOC						
OTHER:						
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
ANY AUTO						BODILY INJURY (Per person)
ALL OWNED AUTOS						BODILY INJURY (Per accident)
HIRED AUTOS						PROPERTY DAMAGE (Per accident)
SCHEDULED AUTOS						
NON-OWNED AUTOS						
UMBRELLA LIAB						EACH OCCURRENCE
EXCESS LIAB						AGGREGATE
DED ☐ RETENTION \$ ☐						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT
If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
Professional Liability/ Errors & Omission			01-457-32-61	06/30/2016	06/30/2017	Limit \$15,000,000

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

DESCRIPTION OF COVERAGE

CERTIFICATE HOLDER

BANK OF AMERICA CORPORATION
AND ANY AND ALL SUBSIDIARIES
MAIL CODE NC1-028-16-01
150 NORTH COLLEGE STREET
CHARLOTTE, NC 28255

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Meredith Frick

Meredith Frick

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ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

08/01/2016

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

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PRODUCER Marsh USA Inc. 100 North Tryon Street, Suite 3600 Charlotte, NC 28202		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
55943-A-II-16-17		EVIDEN CASUA	
INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001		INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Co INSURER B: N/A INSURER C: (See Page 2) INSURER D: INSURER E: INSURER F:	
		NAIC # 24147 N/A	

OVERAGES		CERTIFICATE NUMBER:		ATL-004000395-01		REVISION NUMBER: 1	
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.							
TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		MWZY308105 * This coverage applies only if required by written contract.	08/01/2016	08/01/2017	EACH OCCURRENCE	\$ 2,000,000	
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Excluded	
					MED EXP (Any one person)	\$ Excluded	
					PERSONAL & ADV INJURY	\$ 2,000,000*	
					GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS - COM/PROP AGG	\$ 2,000,000*	
						\$	
☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		MWTB308028	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
						\$	
☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	See Page 2	08/01/2016	08/01/2017	☒ PER STATUTE ☐ OTH-ER		
					E.L. EACH ACCIDENT	\$ 1,000,000	
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

Exclusion of Coverage

CERTIFICATE HOLDER Evidence of Coverage for: Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Marilyn F Burns <i>Marilyn F. Burns</i>
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ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2017

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PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 CN101925409-BOA-EO-16-17	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED BANK OF AMERICA CORPORATION AND ANY AND ALL SUBSIDIARIES MAIL CODE NC1-028-16-01 150 NORTH COLLEGE STREET CHARLOTTE, NC 28255	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIG Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: ATL-004178147-01	REVISION NUMBER: 1
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability/ Errors & Omission			01-457-32-61	06/30/2016	06/30/2017	Limit \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager 300 West Third Street, Suite 302 Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Meredith Frick <i>Meredith Frick</i>
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AGENCY CUSTOMER ID: CN101925409

LOC #: Charlotte



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED BANK OF AMERICA CORPORATION AND ANY AND ALL SUBSIDIARIES MAIL CODE NC1-028-16-01 150 NORTH COLLEGE STREET CHARLOTTE, NC 28255
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions: Coverage evidenced above is subject to various self-insured retentions.
Note: Coverage is blended with Side B/C D&O, Side B Fiduciary, EPL, Bond and Cyber.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2017

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PRODUCER Marsh USA Inc. 100 North Tryon Street, Suite 3600 Charlotte, NC 28202				CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
055943-A.-II.-16-17				N/A	
N/A				CASUA	
INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001				INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Co INSURER B : N/A INSURER C : (See Page 2) INSURER D : INSURER E : INSURER F :	
				NAIC # 24147 N/A	

COVERAGES

CERTIFICATE NUMBER:

ATL-004178148-01

REVISION NUMBER:3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MWZY308105 * This coverage applies only if required by written contract.	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000* GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000* \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			MWTB308028	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	See Page 2	08/01/2016	08/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Oxnard is/are additional insured under General Liability and Auto Liability as their interest may appear, if required by written contract with the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Attn: Risk Manager 300 West Third Street, Suite 302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Marilyn F Burns <i>Marilyn F. Burns</i>
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AGENCY CUSTOMER ID: 055943

LOC #: Charlotte



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General Liability limit shall not exceed the amount stated in the contract between Bank of America Corporation and the certificate holder.
The certificate holder is an additional insured under General Liability as their interest may appear, but only if required by written contract with the named insured.

Workers Compensation and Employers Liability (continued from page 1)

Carriers and Policy Numbers:

Policy # RWD943546102 (08/01/2016 - 08/01/2017) XL Insurance America, Inc.

Including the following state(s): AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX
UT VA VT WV

Policy #RWR943546202 (08/01/2016 - 08/01/2017) XL Specialty Insurance Company

Including the following state(s): AK, WI

Policy No. #RWE943546302 (08/01/2016 - 08/01/2017) XL Specialty Insurance Company

Including the following state(s): OH WA

This policy is subject to a Self-Insured Retention of \$1,000,000 per accident.

City Treasurer's evaluation of 4 bank submittals on our RFP issued April, 2017

Four banks submitted proposals in response to the City's RFP. Those 4 banks were: Plaza Bank, Bank of the West, Wells Fargo Bank and Bank of America.

The initial review of the proposals resulted in the elimination of one bank, Plaza Bank, who later admitted their real intent was to provide the City Treasurer with an alternative investment to LAIF (Local Agency Investment Fund).

The three remaining banks were very competitive in the fees that they charge. Attached is a list of some of the fees that were proposed for specific services rendered:
(See bottom of report)

Fees are not shown because each bank insisted that their rates and fees are proprietary and thus not open to the public. None the less, the total of all proposed fees as reviewed and corrected for specific services showed the following ranking:

Ranking:

overall	sweep earnings	merchant fees	general services	
II	III	III	I	Bank of America
I	II	I	II	Bank of the West/Elavon
III	I	II	III	Wells Fargo Bank

The overall ranking change is primarily due to the "loyalty credit" offered by Bank of America of \$20,000 each of the first 2 years for a total of \$40,000 for the 3 year agreement. While other banks did provide "credits" it was estimated that most if not all of those credits would be absorbed by the cost of new or replacement equipment, supplies and materials that would need to be changed. Bank of the West, for example, also committed to a \$33,000 credit for the first three months to cover the cost for implementation, setup, equipment and initial supplies, which would be required because the City's current general service is provided by Bank of America.

The City's RFP stated that the City required each bidder to identify and include costs for each type of service and also required that the banks include the costs and earnings estimates for "merchant fees" for handling payments with Visa and MasterCard, and their respective rates for a "sweep" (overnight earnings) account. The City also reserved the right to mix and match service providers in order to obtain the best overall results.

The Treasurer was able to work with the merchant service providers to negotiate the merchant services agreements separately so that the least costly provider for merchant services agreed to work with the lowest cost provider for general banking services. This resulted in a change in the overall ranking:

Contracting with Elavon for Merchant Services:

Overall	Sweep Earnings	Merchant Fees	General Services	
I	III	I	I	Bank of America
II	II	I	II	Bank of the West
III	I	I	III	Wells Fargo Bank

One last point is that Bank of America has the worst performance on their sweep account earnings rate, and additionally Bank of America was sweeping our money into a non-FDIC institution. But, the City Treasurer's team obtained a commitment from Bank of America to only use an FDIC bank account having a 110% collateralization plus a higher yield.

It is estimated that the annual cost of the services based on current volume and usage that were identified in the matrix above will total \$10,000 per month or \$120,000 a year on average. There is a big elephant in the room that hasn't been addressed that impacts the costs for what is misunderstood as part of the banking services costs which is the amount of service fees charged through the bank statements for the credit cards (Visa, Master) services. These costs were not included in the RPF and were not included in the analysis staff made. But the estimated monthly fees for plastic, which is charged through the bank statement for credit card processing, can be an additional \$15,000 to \$25,000, or annualized at between \$180,000 and \$300,000. These rates are not within in the control of the banks or the city once we decided to allow for use of plastic payments. Finally the issue that the Council should consider is whether to provide the direction to staff to pass through the costs called "merchant fees". A California Civil Code section 1748.1 identified that "No retailer in any sales, service, or lease transaction with a consumer may impose a surcharge on a cardholder who elects to use a credit card in lieu of payment by cash, check, or similar means." But some governments are passing on those 'merchant fees' to their customers by calling them 'convenience fees'. If the council has the legal authority, and does decide to pass on those fees to any of our customers the amount of annual savings could amount would cover the \$180,000 to \$300,000 cost identified above.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.3**

DATE: July 7, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Sakioka Farms Business Park Final Tract Map - Notice of Pending Approval - Planning and Zoning No. 20-300-01 (Final Map for Tract No. 5996) to subdivide a 430 acre site located south of the 101 Freeway between Rice Avenue and the City's eastern boundary, and north of Latigo Avenue. Filed by Scott Uhles with Delane Engineering.

RECOMMENDATION

That the City Council receive and file this Notice of Pending Approval for Planning and Zoning No. 20-300-01 (Final Map for Tract No. 5996).

BACKGROUND

On May 21, 2020, the Planning Commission adopted Resolution No. 2020-09 (PZ-20-300-01) recommending approval of Tentative Subdivision Map No. 5996 to subdivide a 430 acre site located south of the 101 Freeway between Rice Avenue and the City's eastern boundary, and north of Latigo Avenue (Attachment 1). The four parcels comprising the site would be subdivided into 129 parcels with public roads, utilities, landscaping and improvements consistent with the approved 2012 Sakioka Farms Business Park Specific Plan. The names of roads to be constructed with the Project are included in the Final Tract Map.

On June 16, 2020, the City Council adopted Resolution No. 15,352 approving the Tentative Subdivision Map, subject to the conditions set forth in the City Council Resolution.

DISCUSSION

In accordance with Ordinance 2910, the City Council will receive notification at its July 7, 2020 City Council meeting that the Community Development Director intends to approve the subject Final Map for Tract No. 5996 on July 17, 2020, 10 days following the City Council meeting.

The Final Map is being reviewed by the City Engineer for conformance with conditions of approval and the State Subdivision Map Act. Prior to July 7, 2020, the City Engineer intends to provide the Verification of Status Letter (Attachment 2) certifying that the Final Map for Tract No. 5996 (Attachment 3) is in compliance and technically correct for recording with the County Recorder's Office. If necessary, staff may supply a Council update to address any changes to that intent. The Verification of Status Letter and Final Map for Tract No. 5996 are anticipated to be uploaded and distributed prior to the Council meeting date.

The Community Development Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard City.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

FINANCIAL IMPACT

The project will be required to pay impact fees for wastewater, water system, water service and meter, storm drain, traffic (City and County), growth capital, public art, and General Plan maintenance, connection, Development Agreement fees, Mitigation Measure fees, and/or impact fees. When completed, the Specific Plan area allows for 8.5 million square feet of buildings which will directly increase property taxes to the City and indirectly increase taxes paid by sales tax.

COMMITTEE OUTCOME

This Final Map originated from the City Council public hearing on June 16, 2020 approving Tract 5996; therefore, this item did not originate in Committee.

Prepared by: Scott Kolwitz, Planning Manager, Sara Lejeune, Contract Planner

ATTACHMENTS

1. Vicinity Map
2. Verification of Status Letter
3. Final Map for Tract No. 5996

ATTACHMENT 1

VICINITY MAP



ATTACHMENT 2:

Verification of Status Letter

The Verification of Status Letter is intended to be uploaded and distributed on, or before, July 2, 2020, but it may be posted just prior to the Council meeting date.

ATTACHMENT 3

Final Map for Tract No. 5996

The approved Final Map for Tract No. 5996 will be uploaded and distributed on, or before, July 2, 2020 but no later than prior to the Council meeting date.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4**

DATE: July 7, 2020
TO: City Council
FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org
SUBJECT: Purchase of Radio Dispatch Console System.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a ten (10) year agreement (A-8095) with InterTalk Critical Information Systems for seven (7) dispatch radio console positions, in the amount not to exceed \$724,413.16.(Public Safety Committee approved 3-0)

BACKGROUND

The Oxnard Police Department's Emergency Communications Center (the Center) is staffed 24 hours a day, 365 days a year, and processes all emergency calls for service generated within the City. This public safety answering point handles all of the 9-1-1, 10-digit emergency, non-emergency, and in-house police lines for the City of Oxnard. The Center also receives the initial Oxnard-generated calls for Fire, EMS, California Highway Patrol, and other agencies, which are then transferred as necessary. The Center processes approximately 350,000 telephone calls each year. Approximately 180,000 are law enforcement related and are handled directly by the Center.

The Center is staffed by Public Safety Dispatchers (PSD) and Public Safety Call Takers (call takers) who are assigned to a "workstation" on each shift. This workstation allows them to answer 9-1-1 calls, generate calls for service on a computer assisted dispatching platform, conduct records checks, and dispatch calls for service to police personnel. At the heart of each workstation is a dispatch radio console system. The current dispatch console platform system is the Motorola Gold Elite, which was acquired in 2001. Having an average service life of approximately ten (10) years, the Motorola Gold Elite is now obsolete. Motorola stopped manufacturing the Gold Elite in 2013, and as of June of 2018 stopped manufacturing and distributing replacement parts. In recent years, it has become increasingly difficult to maintain the system and in a few cases, replacement parts have been purchased on EBay to maintain the system in working order.

In addition, the Gold Elite is an analog-based product, and contemporary radio consoles are moving to prescribed interoperability standards. The Gold Elite consoles are not capable of meeting the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) capabilities. P25 is a suite of standards for digital mobile radio communications designed for use by public safety organizations in North America. P25 was initiated collaboratively by public safety agencies and manufacturers to address the issue with emergency communication systems. P25 standards require that all new radio systems are interoperable, and able to work together regardless of manufacturer (e.g. Motorola, Harris, Kenwood, etc.). P25 standards also require that radios (console, mobile, and portable systems) be programmable to support both analog or digital signals, and have encryption capability.

On March 27, 2018, the Oxnard City Council, during an agenda item titled "Use of Line of Credit for Large Capital Projects", authorized the Mayor to execute an escrow agreement in the amount of \$10,000,000 relating to the master

equipment lease/purchase agreement for the acquisition, financing, and leasing of certain equipment. One of the deferred capital projects earmarked for funding included in that agenda item was Public Safety Communication Equipment.

In early 2019, the Oxnard Police Department entered into a consulting agreement with Pegasus Telecommunications Consulting Group to assist with the development and implementation of a Request for Proposal (RFP). The purpose of this RFP was to *“solicit proposals from qualified vendors to furnish, install, configure, and support all hardware and software necessary for a complete system of seven (7) IP based, dispatch radio console operator positions at Oxnard Police Dispatch.”* The RFP was published on August 1, 2019 and vendor presentations/demonstrations took place on October 14-16, 2019. On December 4, 2019, the contract was awarded to InterTalk Critical Information Systems. The InterTalk dispatch radio console system is P25 compliant and is compatible with our current radio infrastructure (Analog) as well as providing compatibility with any future advancements towards a digital radio infrastructure.

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:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

The \$724,413.16 agreement will be funded through the current line of credit with Bank of America (313-2107-802-8606 #MO2108 Dispatch Consoles).

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on June 9, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Eric Sonstegard, Assistant Police Chief

ATTACHMENTS

1. Trade Services Agreement-InterTalk

AGREEMENT FOR TRADE SERVICES
COVER PAGE

- (1) Agreement Start Date: January 15, 2020
- (2) Vendor: InterTalk Critical Information Systems
- (3) Services: 911 Dispatch Consoles, Software and Hardware
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: January 31, 2026, with the option for three additional one year renewal options, unless terminated earlier.
- (6) Total Agreement Amount:
Years 1 through 7 not to exceed \$615,340.62, with the option to renew the annual license for years 8 through 10 not to exceed an additional amount of \$109,072.54 for a total amount of \$724,413.16
- (7) City's Project Manager: Gaye Lynn Ward, Public Safety Dispatcher
- (8) Vendor's Project Manager: Michael Barnett, Project Manager
- (9) Insurance Coverage: INS-W
- (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:

371 Cutler Avenue
Dartmouth, Nova Scotia B3B 0J5 Canada
Attn: Chris Oldham, President

FOR CITY:

251 South "C" Street
Oxnard, CA 93030
Attn: Gaye Lynn Ward, Public Safety Dispatcher

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

nrenner@intertalksystems.com

CITY'S PROJECT MANAGER:

Gaye.Lynn.Ward@oxnardpd.org

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:

- | | |
|--|--|
| <ul style="list-style-type: none"> ☒ Scope of Services Exhibit ☒ Rates and Costs Exhibit ☒ Schedule of Services Exhibit | <ul style="list-style-type: none"> ☒ Living Wage Policy Exhibit ☒ Service Level Agreement Exhibit ☒ Insurance Exhibit (INS-W) |
|--|--|

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" or "Intertalk" 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. No price increases will be permitted during the term of this Agreement. The City requires written proof satisfactory to the City, upon the City's acceptance, of cost increases prior to any approved price adjustment. After the final term of the award with a minimum of 60-days advance notice in writing is required to be considered and approved by the City. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items, less food and energy - Los Angeles and be subject to satisfactory performance review by the City and approved (if needed) for budget funding by City Council.

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 not constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services, pursuant to the terms set out in this Agreement. Likewise, 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

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. The obligation to defend extends through final judgment, including exhaustion of any appeals. 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 \$16.19 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, 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 Indemnities 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.

42. Contract Documents & Order of Precedence. This Agreement include the following Exhibits:

Exhibit A	Schedule 1: Business Travel Policy
Exhibit B	Schedule 2: Service Level Agreement

In the event of conflict between any provisions of this Agreement, the following order of precedence shall apply:

- The Agreement and its Exhibits
- Exhibit C- Best and Final Offer
- Exhibit D- InterTalk's response to the City Request for Clarifications, with later versions taking precedence over earlier versions
- Exhibit E- InterTalk submitted Proposal

[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

INTERTALK CRITICAL INFORMATION SYSTEMS

☐ Tim Flynn, Mayor¹ _____ Date _____

Chris Oldham, President _____ Date _____

Larry Hicks, VP Engineering _____ Date _____

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

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

¹ 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.

**INSURANCE EXHIBIT W
INSURANCE REQUIREMENTS FOR VENDORS
(WITH CYBER LIABILITY AND ERRORS AND OMISSIONS REQUIREMENT)**

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 performance of services hereunder by Vendor, its agents, representatives, employees or subconsultants.

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

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

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

d. Cyber Liability in an amount not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-W. 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-W or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

12/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-W.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 CYBER LIABILITY				EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000
A	ERRORS AND OMISSIONS INSURANCE OR MALPRACTICE INSURANCE AVAILABLE FOR THE INSURED'S PROFESSION				MINIMUM COVERAGE \$1,000,000 Each Vendor & \$500,000 listed sub-consultant

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

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

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.

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

_____ 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		POLICY INFORMATION: Insurance Company _____ Policy No. _____ Policy Period (from) _____ (to) _____ ☐ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone _____	NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, Insurance Company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers, or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: 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		AUTHORIZED REPRESENTATIVE	
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		☐ 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 \$16.19 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, 2019**

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 **\$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, 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.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.5**

DATE: July 7, 2020

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Resolution Commending Irma Coughlin for Thirty-Four Years of Exemplary Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Irma Coughlin for thirty-four years of exemplary service to the City of Oxnard.

BACKGROUND

On February 10, 1986, Irma Coughlin began her career with the City of Oxnard as a Typist Clerk in the Police Department and thereafter she was promoted accepting positions of increasing responsibility, scope and challenge resulting in her achieving her final position of Account Clerk III. On May 29, 2020, Irma Coughlin retired and will be missed in City government and in the community she has served for the last 34 years.

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

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. Resolution - Irma Coughlin

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING IRMA COUGHLIN FOR 34 YEARS OF EXEMPLARY
SERVICE TO THE CITY OF OXNARD

WHEREAS, Irma Coughlin has given 34 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Irma Coughlin began her career with the City of Oxnard as a Typist Clerk on February 10, 1986, and thereafter she was promoted accepting positions of increasing responsibility, scope and challenge resulting in her achieving her final position of Account Clerk III; and

WHEREAS, Irma Coughlin exemplified administrative proficiency through inter-personal skills, common sense, dedication, and commitment to her responsibilities going the extra mile to make sure things got done and providing exceptional external and internal customer service; and

WHEREAS, throughout her career Irma Coughlin earned a reputation for being a dedicated, dependable, courteous, reliable, and responsible employee by her coworkers, peers and the community members she's worked with; and

WHEREAS, Irma Coughlin, has throughout her career, held the best interest of the City, in most cases, even before her own and sometimes sacrificing time with her family for work; and

WHEREAS, Irma Coughlin has remained involved in the community through her work with the Heroes and Helpers event with Target and the Oxnard Police Department. She will be sorely missed at the Oxnard Police Department as Irma always placed an emphasis on customer service and continuously advocated for the employees that worked with her.

WHEREAS, Irma Coughlin will be missed in City government and in the community she has served for the last 34 years.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Irma Coughlin for 34 years of exemplary service to the City of Oxnard and extends best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED this 7th of July, 2020 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Michelle Ascencion
City Clerk

Tim Flynn
Mayor

APPROVED AS TO FORM:



Stephen M. Fischer
City Attorney

6/24/2020



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.6

DATE: July 7, 2020

TO: City Council

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

SUBJECT: Environmental Protection Agency Grant Application for Anaerobic Digestion Feasibility Study.

RECOMMENDATION

That the City Council adopt a resolution authorizing:

1. The City Manager to submit an application for an Environmental Protection Agency (EPA) grant up to \$300,000 in response to a Request for Application EPA-OLEM-ORCR-20-02 SUPPORTING ANAEROBIC DIGESTION IN COMMUNITIES to be used for an anaerobic digestion feasibility study at the Oxnard Wastewater Treatment Plant;
2. The City Manager or designee to execute grant agreements upon confirmation of the of grant award;
3. The Chief Financial Officer, or designee, to submit financial reports and grant claims, approve budget appropriations for the use of the grant funds and perform all other required financial actions if the grant is awarded; and
4. The Public Works Director, or designee, to submit non-financial reports if the grant is awarded.

BACKGROUND

The EPA is providing up to \$3,000,000 in grant funding to support anaerobic digestion (AD) projects to eligible entities for the purpose of accelerating the development of new or increasing existing AD capacity that results in an increase in the beneficial use of food waste materials. The EPA anticipates awarding 10 to 40 cooperative agreements.

The State of California Department of Resources Recycling and Recovery (CalRecycle) has required the implementation of mandatory organic recycling programs for all jurisdictions in the State. California Assembly Bill AB-1826 mandated that jurisdictions begin this program as of January 2016 with the goal of diverting organics from landfills. Organics include green waste materials from commercial and multi-family residential dwellings and commercial food waste materials. Oxnard currently contracts with Agromin to compost commercially collected food waste.

DISCUSSION

The Oxnard Wastewater Division and Environmental Resources Division are currently working cooperatively to research and evaluate alternatives to meet the requirements of AB-1826. One of those alternatives is to use the existing digesters at the Oxnard Wastewater Treatment Plant (OWTP) to process food waste. To fully evaluate this this alternative, a feasibility study needs to be conducted to determine if anaerobic digestion of food waste at the OWTP is a viable option. Under this concept, any excess capacity in the City's wastewater treatment plant digesters could be used to accept food waste for co-digestion with wastewater sludge without negatively impacting the current wastewater operation.

Commercial food waste is received, sorted and processed for shipment at the City's Del Norte facility. The OWTP digester alternative includes adding the processed food waste material to the OWTP digesters. In the digester, the food waste digests along with the treatment plant biosolids, creating biogas that is used to produce electricity through co-generation.

Studies have shown that food waste digests more readily than wastewater sludge. On a volumetric basis, food waste may produce a significant amount of biogas, substantially increasing our current biogas production. The biogas is then used to power the wastewater co-generation facility, which currently provides about 35% of the energy used at the OWTP energy requirements.

The first step to including food waste into the OWTP digestion process is to complete a feasibility study. The feasibility study will evaluate existing digester excess capacity, ability to integrate food waste into the current operation, estimate potential increase in biogas and resultant energy production, identify capital improvement requirements including capital costs, estimate life cycle costs and make recommendations. The EPA grant will be used to cover the cost of the feasibility study. There are no matching funds required as part of the grant funding.

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

EPA anticipates awarding 10 to 40 cooperative agreements ranging from \$50,000 to \$300,000. There is no matching fund requirement from the City of Oxnard for this grant. Once the final grant amount is awarded, the Public Works Department will submit a budget appropriation to recognize and appropriate the awarded funds in their entirety.

COMMITTEE OUTCOME

This item did not originate in Committee. The grant was announced with a short timeline to apply, leaving insufficient time to go to committee first.

Prepared by: Jan Hauser, Wastewater Division Manager, Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. EPA AD Grant Resolution DRAFT_6_9_20 (2)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF GRANT APPLICATION TO THE ENVIRONMENTAL PROTECTION
AGENCY (EPA)

WHEREAS, City Council resolution No. 12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council;

WHEREAS, the Wastewater Division has requested that the City Council approve the submittal of a grant application to the Environmental Protection Agency (EPA) for up to \$300,000 to conduct an anaerobic digester feasibility study;

WHEREAS, the State of California Department of Resources Recycling and Recovery (CalRecycle) required the implementation of mandatory organic recycling programs for all jurisdictions in the State. This mandate is defined in California Assembly Bills AB-1826;

WHEREAS, the City of Oxnard currently meets the requirements of AB-1826 through composting of commercially generated food waste and is evaluating more cost-effective, environmentally friendly alternatives; and

WHEREAS, the City of Oxnard Wastewater Treatment Plant has operating digesters that may be a viable alternative to composting and a long-term solution to the requirements of AB-1826.

NOW, THEREFORE, the City Council of the City of Oxnard resolves: to approve the submittal of an Environmental Protection Agency grant application by the City Manager in response to the Request for EPA-OLEM-ORCR-20-02 SUPPORTING ANAEROBIC DIGESTION IN COMMUNITIES. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and Public Works Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

67 _____
Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.7

DATE: July 7, 2020

TO: City Council

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

SUBJECT: Award Agreement A-8228 with Clean Harbors Environmental Services, Inc. for Conditionally Exempt Small Quantity Generator Waste and Residential Household Hazardous Waste Collection and Disposal Service.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a three-year Agreement (#A-8228) with the City of Port Hueneme and Clean Harbors Environmental, Inc. (Clean Harbors) for a total amount not to exceed \$225,000 for Conditionally Exempt Small Quantity Generator waste and residential household hazardous waste collection and disposal service. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

Due to facility permit limitations, the Environmental Resources Division Del Norte Regional Recycling and Transfer Station (Del Norte) cannot receive nor dispose of conditionally exempt small quantity generator (CESQG) waste or residential hazardous waste such as sharps, pesticides, solvents, surfactants, and acids. Due to this restriction, the City needs to contract this collection service with a third party provider.

On June 5, 1997, the City of Oxnard entered into Solid Waste Handling Service Agreement No 308-97-PW with the City of Port Hueneme (Port Hueneme), creating a collaborative relationship for refuse processing service, including hazardous waste.

On April 24, 2020, the City's Purchasing Division conducted a formal solicitation in collaboration with the City of Port Hueneme for CESQG waste and residential hazardous waste collection and disposal services for Del Norte (Bid Number ER20-91). Information regarding the solicitation was posted on the City's website, in addition to publicpurchase.com, a website where the City's solicitations are publicly posted. A total of 41 vendors received and accessed the City's bid solicitation. The City received one (1) qualified bid response prior to the deadline of February 20, 2019 from vendor Clean Harbors. Staff reached out to some of the non-bidders and it was communicated that they do not have a local Ventura County facility and therefore declined to submit a bid.

DISCUSSION

Staff has closely reviewed Clean Harbors' bid response and concurs that the bid submission is responsive based on price, qualification, and experience. Staff proposes that Agreement A-8228 for CESQG waste and residential household hazardous waste (HHW) collection and disposal service with Clean Harbors be awarded.

Clean Harbors is a licensed hazardous waste disposal facility in Ventura County, located in Camarillo. The closest similar facilities in Southern California are in Azusa and El Monte.

As part of the proposed Agreement, Clean Harbors will host monthly CESQG waste and HHW drop-off events at the Clean Harbors facility in Camarillo, schedule hazardous waste curbside pickups at residential addresses, and host satellite hazardous waste collection events throughout the City and Port Hueneme.

Both residents and the small business community benefit from this free of charge service that promotes the proper disposal of hazardous waste.

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

The total cost for this Agreement with Clean Harbors is \$225,000 and has a term date through June 30, 2023. Funding for CESQG waste and residential household hazardous waste collection and disposal service has been budgeted in the Environmental Resources Fund (631) in account 631-6301-842.82-09 for Fiscal Year 2020-21 for \$75,000. Funds will be included in the Environmental Resources Fund (631) Budget in subsequent fiscal years. Port Hueneme shall be billed separately by Clean Harbors where participants from Port Hueneme shall bear its cost.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 23, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Clean Harbors Environmental Services, Inc. - A-8228
2. Clean Harbors Response to Bid Number ER20-91 (placeholder)

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 7, 2020
- (2) Vendor: Clean Harbors Environmental Services, Inc.
- (3) Services: Conditionally Exempt Small Quantity Generator waste and residential household hazardous waste collection and disposal service.
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein
- (5) Agreement Ending Date: June 30, 2023
- (6) Total Agreement Amount: \$225,000
- (7) City's Project Manager: Marc Hill, Recycling Manager
- (8) Vendor's Project Manager: Christopher Hubbard, HHW Program Manager
- (9) Insurance Coverage: INS-I with Contractors Pollution Liability
- (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.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- | | |
|--|--|
| <p><i>FOR VENDOR:</i></p> <p>880 Verdulera Street
Camarillo, CA 93010
Attn: Christopher Hubbard, HHW
Program Manager</p> | <p><i>FOR CITY:</i></p> <p>111 S. Del Norte Boulevard
Oxnard, CA93030
Attn: Marc Hill, Recycling Manager</p> |
|--|--|
- (12) Contact Emails:
- | | |
|---|---|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>hubbard.christopher@cleanharbors.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>marc.hill@oxnard.org</p> |
|---|---|

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:

- | | |
|--|---|
| <ul style="list-style-type: none"> ☒ Scope of Services Exhibit ☒ Rates and Costs Exhibit ☒ Schedule of Services Exhibit | <ul style="list-style-type: none"> ☒ Living Wage Policy Exhibit ☐ Prevailing Wages Exhibit ☒ Insurance Exhibit (INS-I with Contractors Pollution Liability) |
|--|---|

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"), the City of Port Hueneme ("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 \$16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, 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

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ Buyer

 Michael McDonald², Senior Vice President , General Counsel _____ Date

 Kevin Preston, Vice President _____ Date

ATTEST:

 Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

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

CITY OF PORT HUENEME

 Brad Conners, City Manager _____ Date

APPROVED AS TO FORM FOR THE CITY OF PORT HUENEME

 Charles Green, City Attorney _____ Date

APPROVED AS TO CONTENT FOR THE CITY OF PORT HUENEME

 Don Villafana, P.E. _____ Date
 Public Works Director

¹ 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.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

1.0 SERVICE DESCRIPTION

Vendor shall provide the services necessary to operate a Permanent Household Hazardous Waste Collection Facility ("PHHWCF") and CESQG Program for the City at the Vendor's facility. Additional services shall include operating Temporary Household Hazardous Waste Collection Facilities at locations designated by the City. These services shall include the acceptance, packaging, labeling, profiling, manifesting, transportation, and disposal of HHW and CESQG waste. HHW CESQG waste may include, but is not limited to, common household products such as household cleaning products, spot removers, floor polish, furniture polish, aerosol cans, solvents; oven cleaner, pesticides, pool chemicals, nickel-cadmium, alkaline, carbon-zinc or other small batteries, intact spent fluorescent light tubes, intact spent high intensity discharge (HDD) lamps, cathode ray tubes (CRTs), compressed gas cylinders and fire extinguishers, oil based paint, latex paint, used motor oil, used oil filters, antifreeze, spent lead acid batteries and "sharps" in approved containers.

2.0 SCOPE OF SERVICES

RESPONSIBILITIES OF THE CITY

2.1 Generator Status

The City shall be the generator of all waste accepted at the City HHW and CESQG program. As such, the City shall sign all required permits, variances, manifests and bills of lading. The City may authorize, in writing, the Vendor to sign manifests and bill of lading on behalf of the City.

2.2 Publicity and Informational Materials

The City shall employ whatever means it determines to be feasible to publicize the program including, but not limited to, direct mail, flyers, posters, press releases, utility inserts, and other forms of public information. Program publicity shall identify acceptable and unacceptable wastes and shall advise participants of transportation limitations established by applicable federal and state statutes and/or regulations.

2.3 Appointment Request Form

City shall make available a hazardous waste appointment request form on the City's public website.

2.4 Residency Verification

The City shall provide Vendor with the information necessary to determine the participant's jurisdiction of residence. City shall provide Vendor with a map clearly showing the City's boundaries. In the event that residency cannot be verified from the map, Vendor shall request assistance from a City representative.

RESPONSIBILITIES OF THE VENDOR

2.5 Appointment Based System

Vendor shall provide a local phone number for HHW and CESQG participants to schedule appointments to dispose of HHW and CESQG waste. Vendor shall ensure that this line is staffed by a reservations specialist capable of scheduling appointments and assisting participants, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., except for City-observed holidays. The City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. At all other times, Vendor shall ensure that this line is answered by an automatic answering device that plays a pre-recorded message about the upcoming collection schedule and enables callers to leave a message.

Vendor shall respond to not less than 95 percent of messages received within 24-hours. At the time the appointment is made, Vendor shall verify participant's jurisdiction of residence. The Vendor shall keep a list of appointments made, including participant's name, address, telephone number, and jurisdiction of residence. Vendor shall submit this list to the City in both a hard copy and in an electronic format specified by the City, along with the invoice for collection services.

Vendor shall provide to the City an email address to be used to send completed online appointment requests to Vendor.

Vendor shall issue admission/confirmation emails or postcards to participants in a timely manner that indicate the day and time of the appointment, location, acceptable and unacceptable materials, and waste transportation limits. Email confirmation shall be Vendor's default method of sending the admission/confirmation notices; postcards shall be utilized only if the participant prefers the postal mail method. The Vendor shall collect admission postcards from participants upon their arrival at the site and shall document receipt of waste from all participants without a postcard by recording their name and address. The Vendor shall submit all admission postcards to the City along with each invoice submitted for payment, if requested.

3.0 PERMIT AND VARIANCE ACQUISITION

Vendor shall ensure that an Environmental Protection Agency identification number (CAH#) applicable to HHW and CESQG Waste collection programs is issued to all selected sites, complete and submit DTSC Permit By Rule Application, obtain all local land use permits and comply with the California Environmental Quality Act (CEQA) for each site. Vendor shall obtain a variance from DTSC to allow Vendor to collect HHW door-to-door from residences upon request by the City ("Shut-In" service). Vendor shall also renew HHWV AR990504 - Transportation and Manifesting Variance for CESQG. Vendor shall secure all necessary signatures from the City as required.

4.0 COLLECTION LOCATION

Vendor shall provide the location for the PHHWCF, which cannot exceed fifteen (15) miles distance from City limits. At the request of the City, Vendor shall hold satellite collection programs at locations designated by the City.

5.0 COLLECTION OF LOADCHECK PROGRAM WASTE

Vendor to provide City containers for containment and storage of loadcheck program waste collected at Del Norte, at no additional cost to City. As part of the loadcheck program, Vendor shall periodically transfer, at the request of the City Project Manager, loadcheck waste from Del Norte to Vendor's PHHWCF, where Vendor shall commingle loadcheck program waste with the corresponding profiled HHW and CESQG waste already at the Vendor's PHHWCF, as an alternative, Vendor may elect to transfer loadcheck program waste directly to a treatment, storage, and disposal facility, whichever cost is lower, in accordance with Health & Safety Code §25218.5(a)(1)(G).

6.0 OPERATIONS/HEALTH AND SAFETY PLAN

Vendor shall prepare and submit a site-specific Operations and Health and Safety Plan in accordance with all applicable regulations to City for review not later than two (2) calendar weeks prior to operation at a site for which an Operations/Health and Safety Plan has not been submitted. Vendor shall include, as a minimum requirement, in the plan: work zones for the site, indicate safety showers, eye wash stations, first aid kits, and fire extinguishers within these work zones; specify the levels of personal protective equipment to be provided, develop spill response and control measures; specify emergency and spill response procedures; indicate evacuation procedures to be followed and identify off site medical facilities available to assist in emergency situations. Vendor shall also prepare a "Quality Assurance Plan" as defined in Health & Safety Code §25218.1(j).

7.0 EMERGENCY RESPONSE

Vendor shall contact and coordinate with all CUPA or other local agencies responsible for fire and hazardous waste emergency response and notify such agencies of the collection program dates, location(s) and hours of operation and all other information required by Health & Safety Code §25218.2. Vendor shall establish contingency measures should an incident occur.

8.0 TRAINED AND QUALIFIED PERSONNEL

Vendor shall use qualified staff trained in spill response, general health and safety, and emergency procedures to collect, sort, identify, package, manifest, transport and arrange for the treatment and/or disposal of incoming wastes. Vendor personnel shall be capable of emergency response and cleanup of hazardous spills. Vendor shall ensure that its personnel sorting, lab packing, bulking, and packaging HHW and/or CESQG waste meet the personnel training requirements specified in §66264.16(a) and the requirements of the Occupational Safety and Health Administration (OSHA) CCR, Title 8. Vendor ensures its supervisors and hazardous waste drivers conform to Department of Transportation (DOT) hazardous materials transportation regulation (HM-126F). Copies of all 40-hour OSHA training certificates shall be maintained on site during operations.

9.0 GENERAL FACILITY OPERATIONS

Vendor shall provide all labor, equipment and supplies necessary to operate a HHW and CESQG waste collection program including, but not limited to the following: provide properly trained and qualified personnel, provide emergency response services when required; distribute and collect public information materials, collect appointment postcards from participants, receive HHW and CESQG waste, utilize appropriate management methods for waste collected, identify unknown wastes, package and label wastes, and provide on-site interim storage, transport, recycle, treat, and disposal of wastes.

Vendor shall provide personnel to control on-site traffic, greet participants, unload participant's vehicles, and identify and segregate wastes. Vendor shall instruct participants to remain in their vehicles at all times. Prior to unloading, Vendor shall visually inspect the material for any potential unacceptable waste. Vendor shall service HHW and CESQG waste participants within 10 minutes of participant's arrival at the facility or traffic queue.

In the event participant exceeds the amount of material reasonably considered to be one load or is greatly in excess of HHW or CESQG waste transportation limits, Vendor shall photograph load and provide photograph to City along with the Vendor's invoice for payment.

10.0 UNACCEPTABLE WASTE

Vendor shall accept waste from participants in accordance with the approved "Quality Assurance Plan" as defined in Health & Safety Code § 25218.11.5. Vendor shall make every effort to prevent the acceptance of unacceptable wastes including radioactive material, unstable explosives, stable explosives such as fireworks and ammunition, and bio-hazardous waste with the exception of sharps contained in an appropriate container. Unacceptable wastes brought to the collection program by HHW or CESQG participants, which the Vendor deems to be a hazard to the public or environment if not accepted, shall be accepted by the Vendor. In this instance, or if unacceptable wastes are inadvertently accepted, Vendor shall notify the City by the following business day. Vendor shall arrange for the proper and legal transportation and disposal of unacceptable waste. Vendor shall be responsible for the cost of handling and disposal of unacceptable waste. The cost of handling and disposal of unacceptable waste will be priced on a case-by-case basis and invoiced at cost plus ten percent (10%). In the event that unacceptable waste is not an immediate hazard to the public, Vendor shall follow the procedures set forth in Section 11.0 below.

11.0 HANDLING OF UNEXPECTED OR DANGEROUS MATERIAL

In the event that known explosives, radioactive materials, biological contaminants and/or reactive materials (unacceptable for planned disposal) are brought to the Vendor at a HHW and/or CESQG waste collection event, Vendor shall assess the situation, and if necessary, immediately alert the appropriate agency and private waste handling company. Vendor shall arrange for the handling and disposal of unacceptable materials if Vendor deems that such materials cause an immediate hazard to the public or the environment. Highly reactive, explosives, radioactives, gas cylinders and pyrophoric waste shall be priced on a case-by-case basis at cost plus ten percent (10%). Unacceptable wastes shall not be included in the cost per vehicle assessed by Vendor.

Vendor shall implement the appropriate management techniques for the materials identified in the table below:

Type of Material	Common Identification Method	Handling Procedure
Radioactive	Visual, Geiger Counter	Most radioactive materials encountered at HHW and CESQG waste collection events are beta emitters. Safely isolate in a small metal drum
Unstable Explosives (crystallized picric acid, ethers)	Visual	Depending on type and condition, stabilize by submersion in water and/or isolated from the public. Notify fire department and bomb squad
Stable Explosives (fireworks, ammunition)	Visual	Inform participant to take the materials to local fire or police department for disposal
Compressed Gas Cylinders	Visual	Isolate, package, and label
Pyrophorics	Visual	Immediately separate pyrophorics and place in airtight containers to prevent reaction, then labpack individually within 5-gallon containers and cushion with vermiculite to prevent leakage

12.0 SURVEYS AND INFORMATION MATERIALS

If requested by the City, Vendor shall provide personnel to distribute information materials, used oil recycling containers, etc., and collect survey information from HHW and CESQG participants.

13.0 CESQG COLLECTION

Vendor shall accept waste from CESQG participants only during hours in which the site is not open to HHW participants. Vendor shall collect fees from all CESQG participants.

14.0 PACKAGING AND LABELING OF WASTES

Vendor shall provide all personnel and materials to properly labpack or bulk HHW and CESQG waste. Vendor shall ensure that all packaged materials are properly labeled prior to transport. Bulk liquids and labpacked drums shall be packaged to the maximum allowed by pertinent federal and state regulation and the standards of the treatment or disposal facilities accepting the material. Vendor shall make all reasonable efforts to ensure that all containers are labpacked with a minimum of wasted space.

15.0 MANIFESTING AND TRANSPORTING OF WASTES

Vendor shall transport all packaged and labeled HHW and CESQG wastes to their destinations as permitted by Health & Safety Code§ 25218.4 and §25218.5, or by a registered hazardous waste hauler licensed through the appropriate federal, state, and local agencies to haul such waste as appropriate. Vendor shall be responsible for the preparation of all Bills of Lading or Hazardous Waste Manifests in accordance with DOT and State regulations. Shipping papers shall be made available to the City prior to shipment for review. No waste shall be stored at the Vendor's facility longer than one year as designated by Permit by Rule regulations.

16.0 TRANSPORT, RECYCLING, TREATMENT, AND DISPOSAL

Vendor shall make arrangements for the proper transport, recycling, treatment, long-term storage or disposal of collected HHW and CESQG wastes. Vendor shall ensure that all facilities used are fully permitted and approved by federal, state, and local agencies as hazardous waste transporters, recycling, treatment, storage, and/or disposal facilities. Prior to executing an Agreement, Vendor shall provide City with a list of transporters that the Vendor shall use for hazardous waste transport as part of the Agreement. Vendor shall provide City with a list of the waste management facilities the Vendor shall use for the storage, disposal, recycling of hazardous waste collected as part of the Agreement.

17.0 DOCUMENTATION AND REPORTING

Vendor shall provide reports documenting collection activities to the CITY within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CalRecycle Form 303.

17.1 **Equipment.** Vendor agrees to supply all equipment designated in Section 18.0 below, at no cost to the City for use at all HHW and CESQG waste events.

17.2 **Reuse Program.** In conjunction with HHW and CESQG collection and disposal, Vendor shall operate a reuse program. Vendor shall make available to the public certain hazardous and recyclable materials for the purpose of reuse. Vendor shall institute measures to maximize reuse opportunities. Prior to executing an Agreement, Vendor shall provide the City with a reuse plan and ensure that each member of the public that accepts material from the reuse program receives and signs a Waiver of Liability and Release for Reuse of Hazardous and Recycled Materials.

17.3 **Recycling, Treatment, and Disposal.** Vendor shall arrange for the proper transport, recycling, treatment, long-term storage, and/or disposal of collected HHW or CESQG waste, as described in Section 16.0 above. It is the responsibility of the Vendor to have on file the permit documents and certificates for the transporters, recycling, treatment, long-term storage, and/or disposal facilities to be used by Vendor.

17.4 **Documentation and Reporting.** Vendor shall provide reports documenting collection activities to the City within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CalRecycle Form 303.

18.0 LIST OF EQUIPMENT

Vendor shall supply the following equipment for use at the PHHWCF at no cost to the City. The list below constitutes the minimum quantity of equipment required by the City:

1. 3,200 square foot metal building
2. 230 gallon waste oil tank with secondary containment
3. 500lb lift capacity forklift
4. Drum dolly (2)
5. Drum tilter
6. Drum grabber
7. Drum sling
8. Drum deheader
9. Spark proof hammers (2)
10. Speed wrench/socket (2)
11. Bung wrench (2)
12. Chemical resistant carts (6)
13. Sorting tables (2)
14. Fire extinguishers (4)
15. Electronic digital 4'x4' platform scale
16. Signage
17. Traffic barricades and delineators
18. Brooms (2)
19. Shovels (2)
20. Geiger counter
21. Fingerprint identification kit
22. Bulking grills (2)
23. Two-way radios (4)

19.0 INVOICING

19.1 Vendor shall submit to City of Oxnard and to City of Port Hueneme separate invoices prepared in accordance with the rates established by Vendor on the RATES AND COSTS EXHIBIT. Vendor shall submit the following with each invoice: number of participants from the City of Oxnard and from the City of Port Hueneme, copies of manifests, copies of certificates and other documents from disposal or recycling facilities for material collected at the collection event. Submitted on a calendar quarterly basis: a printout of the completed CalRecycle Form 303 and other charts, graphs, and visual materials related to the services provided by Vendor at collection events, as the City of Oxnard Recycling Manager may request; and any documentation required in connection with the Materials Reuse Program identified in Section 17.2 above.

19.2 Vendor shall submit to City of Oxnard and to City of Port Hueneme separate monthly invoices prepared in accordance with the rates established by Vendor in the RATES AND COSTS EXHIBIT, identifying HHW pickups from disabled residents in City. Invoices shall be submitted to City no later than the 15th day of each month, for the preceding month's service. The invoice shall state the name and address of each resident from whom Vendor picked up HHW and the charge for each pickup.

19.3 Vendor shall submit invoices to City of Oxnard by mailing invoices to City of Oxnard, Environmental Resources Division, 111 South Del Norte Blvd. Oxnard, CA 93030, Attention: Recycling Manager. Vendor shall submit invoices to City of Port Hueneme by mailing invoices to City of Port Hueneme, 250 N. Ventura Road, Port Hueneme, CA 93041, Attention: Fred Camarillo.

19.4 City shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Vendor, City may extend the invoice review period. If City does not accept or reject an invoice within ten working days or any extension of such time, Vendor may assume that the invoice is accepted. If City rejects the invoice, Vendor shall submit a corrected invoice.

19.5 Vendor shall maintain current monthly records, books, documents, papers, accounts, and other evidence pertaining to the services performed and costs incurred. Vendor shall provide the City of Oxnard Recycling Manager with copies of such records, books, documents, papers, accounts and other evidence requested for justification of an invoice.

20.0 REPORTING REQUIREMENTS

Vendor shall provide City with the Project Managers's office and cell phone numbers and e-mail address. The City will channel all communications and requests through the Vendor's designated Project Manager. This Project Manager must be reachable Monday through Friday, between the hours of 8:00am and 5:00pm, except holidays. The Project Manager shall respond to the City within two (2) hours of the City's call, text, or email. The City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

RATES AND COSTS EXHIBIT**FEES FOR NON-TEMPORARY RESIDENTIAL HHW SERVICES**

Fee Per HHW Participant Load Dropped Off at Vendors's Site	\$92.00 ^a
Fee Per Home Pickup at Private Residence	\$125.00 ^a

FEES FOR LOADCHECK PROGRAM WASTE SERVICES

Fee Per Loadcheck Program Waste Pickup at Del Norte	\$1,250.00
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FEES FOR LOADCHECK WASTE (TRANSPORATION AND DISPOSAL)

Category	Description	Fee	Unit (gallon, pound, drum, etc.)
Automotive Products for Recycling	Antifreeze	\$85.00	55 Gallon Drum
Automotive Products for Recycling	Used Motor Oil	\$85.00	55 Gallon Drum
Automotive Products for Recycling	Used Oil Filters	\$85.00	55 Gallon Drum
Automotive Products for Recycling	Lead-Acid Batteries	NO CHARGE	N/A
Other Waste for Recycling	Latex Paint	\$90.00	55 Gallon Drum
Other Waste for Recycling	Nickel-cadmium, Alkaline, Carbon Zinc, or other Small Batteries	\$110.00	55 Gallon Drum
Other Waste for Recycling	Intact Spent Fluorescent Light Bulbs	\$1.20	Pound
Other Waste for Recycling	Broken Fluorescent Light Bulbs	\$0.50	Pound
Other Waste for Recycling	Mercury Switches, Relays, and Thermometers	\$395.00	5 Gallon Drum
Other Waste for Recycling	Empty Drums	\$35.00	55 Gallon Drum
Waste for Fuel Blending	Oil-based Paint	\$190.00	55 Gallon Drum
Waste for Fuel Blending	Solvents	\$135.00	55 Gallon Drum
Waste for Incineration	Oxidizers	\$250.00	55 Gallon Drum
Waste for Incineration	Non-reactive Labpacks	\$250.00	55 Gallon Drum
Waste for Incineration	Reactive Labpacks	\$150.00	5 Gallon Drum
Waste for Incineration	Aerosols	\$225.00	55 Gallon Drum

^a The per participant and per home pricing applies to each load and home pick with up to 15 gallons or 125 pounds (The weight of PaintCare waste will not be included in the load/home pickup weight). Should loads exceed 15 gallons or 125 pounds Vendor shall bill each additional load equivalent at the quoted rates.

Waste for Incineration	Polychlorinated Biphenyls (PCBs)	\$195.00	5 Gallon Drum
Waste for Incineration	Propane Cylinders (Camp Stove Type)	\$10.30	Each
Waste for Incineration	Propane Tanks (Cooking Grill Type)	\$24.00	Each
Waste for Incineration	Sharps	\$250.00	55 Gallon Drum
Waste for Landfill	Asbestos	\$150.00	55 Gallon Drum
Varies	Overpacked Drum Surcharge	\$150.00	Each

FEES FOR TEMPORARY COLLECTION EVENTS

Preparation of Permit by Rule	NO CHARGE
Preparation of Site-Specific Operations Plan	NO CHARGE
Preparation of Site-Specific Safety & Health Emergency Response Plan	NO CHARGE
Event Mobilization	\$3,500.00
Fee Per HHW Participant (vehicle)	\$92.00
Minimum Number of Participants (vehicles)	50

FEES FOR CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS

Category	Description	Fee	Unit (gallon, pound, drum, etc.)
Fee Per CESQG Participant (business)	Flat Fee Assessed Per Participant Business	\$38.00	Visit
Automotive Products for Recycling	Antifreeze	\$1.55	Gallon
Automotive Products for Recycling	Used Motor Oil	\$1.05	Gallon
Automotive Products for Recycling	Used Oil Filters	\$0.55	Pound
Automotive Products for Recycling	Lead-Acid Batteries	NO CHARGE	N/A
Other Waste for Recycling	Latex Paint	\$0.75 <u>OR</u> No Charge with PaintCare	Pound
Other Waste for Recycling	Nickel-cadmium, Alkaline, Carbon Zinc, or other Small Batteries	\$1.00	Pound
Other Waste for Recycling	Intact Spent Fluorescent Light Bulbs	\$3.10	Pound
Other Waste for Recycling	Broken Fluorescent Light Bulbs	\$3.10	Pound
Other Waste for Recycling	Mercury Switches, Relays, and	\$12.50	Pound

	Thermometers		
Other Waste for Recycling	Empty Drums	\$30.00	Drum
Waste for Fuel Blending	Oil-based Paint	\$0.75 OR No Charge with PaintCare	Pound
Waste for Fuel Blending	Solvents	\$3.10	Pound
Waste for Incineration	Oxidizers	\$1.55	Pound
Waste for Incineration	Non-reactive Labpacks	\$1.55	Pound
Waste for Incineration	Reactive Labpacks	\$6.75	Pound
Waste for Incineration	Aerosols	\$2.60	Pound
Waste for Incineration	Polychlorinated Biphenyls (PCBs)	\$2.10	Pound
Waste for Incineration	Propane Cylinders (Camp Stove Type)	\$10.50	Each
Waste for Incineration	Propane Tanks (Cooking Grill Type)	\$25.00	Each
Waste for Incineration	Sharps	\$1.55	Pound
Waste for Landfill	Asbestos	\$1.30	Pound

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS WITH CONTRACTORS POLLUTION LIABILITY)

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. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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

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):

3.
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

4. 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.

5. 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).**

6. 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.

7. 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 Contractors Pollution Liability and Contractors Pollution Errors & Omissions				PER CLAIM / OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000

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				POLICY INFORMATION:			
Telephone: NAMED INSURED				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)			
TYPE OF INSURANCE				CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence				OTHER PROVISIONS			
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE	Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____			
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____							
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD 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 \$16.30 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, 2020**

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 **\$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, 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.

SCHEDULE OF SERVICES EXHIBIT

1.0 PHHWCF Hours

The PHHWCF collection facility will be open to participants by appointment only. The scheduled dates and times are the second Friday and Saturday of each month from 8 a.m. – 3 p.m. If additional appointment slots are needed in high volume periods, extra days for appointments can be added. CESQG customers will be accepted at different times than households, also by appointment only.

2.0 Telephone Appointment Reservation Line Hours

Vendor shall ensure that the telephone appointment reservation line is staffed by a reservations specialist Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., except for City-observed holidays. The City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. At all other times, Vendor shall ensure that this line is answered by an automated answering system that plays a pre-recorded message about the upcoming collection schedule and enables callers to leave a voice message.

Vendor shall respond to not less than 95 percent of messages received within 24-hours. At the time the appointment is made, Vendor shall verify participant's jurisdiction of residence. The Vendor shall keep a list of appointments made, including participant's name, address, telephone number, and jurisdiction of residence. Vendor shall submit this list to the City in both a hard copy and in an electronic format specified by the City, along with the invoice for collection services.

3.0 Satellite Events

Vendor shall host satellite hazardous waste collection events at locations designated by the City's Project Manager. Event locations and dates shall be at the discretion of the City's Project Manager and shall be scheduled during a time and date that is mutually agreeable between the City and Vendor.

4.0 Operations/Health and Safety Plan

Vendor shall prepare and submit a site-specific Operations and Health and Safety Plan in accordance with all applicable regulations to City for review not later than two (2) calendar weeks prior to operation at a site for which an Operations/Health and Safety Plan has not been submitted. Vendor shall also prepare a "Quality Assurance Plan" as defined in Health & Safety Code §25218.1(j).

5.0 Documentation and Reporting

Vendor shall provide reports documenting collection activities to the CITY within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CalRecycle Form 303.

The City will channel all communications and requests through the Vendor's designated Project Manager. This Project must be reachable Monday through Friday, between the hours of 8:00am and 5:00pm, except holidays. The supervisor shall respond to the City within two (2) hours of the City's call, text, or email. The City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

6.0 Invoicing

Vendor invoices shall be submitted to City no later than the 15th day of each month, for the preceding month's service.

City shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Vendor, City may extend the invoice review period. If City does not accept or reject an invoice within ten working days or any extension of such time, Vendor may assume that the invoice is accepted. If City rejects the invoice, Vendor shall submit a corrected invoice.

Vendor shall maintain current monthly records, books, documents, papers, accounts, and other evidence pertaining to the services performed and costs incurred. Vendor shall provide the City of Oxnard Recycling Manager with copies of such records, books, documents, papers, accounts and other evidence requested for justification of an invoice.

Clean Harbors Environmental Services, Inc.: Response to Bid Number ER20-91

<https://oxnardca.civicclerk.com/Web/GenFile.aspx?ad=4243>



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.8

DATE: July 7, 2020

TO: City Council

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

SUBJECT: Purchase Order to National Auto Fleet Group for a New Sewer Inspection Vehicle.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Purchase Order 7647 with National Auto Fleet Group for a new sewer inspection vehicle (camera truck) in the amount of \$249,643.90. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

On April 7, 2020, the Public Works Wastewater Division (Wastewater) obtained a competitively sourced proposal for a new camera truck from National Auto Fleet Group. This proposal was issued through cooperative contract 120716-NAF with Sourcewell, a nationwide cooperative. This vehicle will replace the existing 2004 camera truck, which is no longer effective in the field.

DISCUSSION

Wastewater owns and operates a camera truck for performing sewer pipe inspections throughout the City. Performing these inspections is a state and federal regulatory requirement. The purpose of the camera truck is to determine pipe condition and identify any blockages or damage that may require cleaning or repairs. Inspections also help the City detect cross connections between sanitary sewers and storm drains. Wastewater has a performance goal of inspecting approximately 50 miles of sewer pipe a year.

The existing 2004 camera truck is not reliable and must be removed from service for extended periods of time. Repairs have become cost-prohibitive and far exceed the value of the vehicle. As a result, Wastewater is unable to meet the annual inspection performance goal of 50 miles.

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

The total cost for this new vehicle purchase with National Auto Fleet Group is \$249,643.90. Funding for this purchase has been budgeted in FY 2020-21 from the Wastewater Operating Fund 611 (Account 611-6103-891-86-06).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 23, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. PO 7647 National Auto Fleet Group (Ford E-450)
2. Sourcewell Quote ID#12274 R1 (E-450)



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007647**

DATE: 4/21/2020

VENDOR PHONE: (855)289-6572

VENDOR FAX: (831)480-8497

VENDOR #: 18524

VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2020		0000004883	03/09/2020	NAT'L JOINT POWERS ALLIAN	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		61161038918606		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	NEW 2021 FORD E450 CUTAWAY W/ PLUMBERS	
	249,463.90 DEPOT EQUIP	1.0000 249,463.90
	/ DL	

SOURCEWELL CONTRACT NO. 120716-NAF
QUOTE #12274 SHIPPING INCLUDED.
PLUMBERS DEPOT WILL ADD THE EQUIPMENT TO THE
VEHICLE. DELIVERY TO THE CITY WILL BE MADE BY
PLUMBERS DEPOT.
3/12/20 VERIFIED WITH BEN RODRIGUEZ WITH NATIONAL
AUTO FLEET GROUP THAT QUOTE 12274 DATED 12/10/19
IS STILL VALID.
20 00090269 EXP 05/31/20*AM

TOTAL PURCHASE AMOUNT

\$249,463.90

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
007647**

DATE: 4/21/2020

VENDOR PHONE: (855)289-6572

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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		61161038918606		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor 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 Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

4/7/2020

Quote ID 12274 R1

Mr. Ray Trevino
City of Oxnard
300 W. 3rd Street
Oxnard, CA 93030

Dear Ray Trevino,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2021 Ford E-Series Cutaway E-450 (E4F) DRW 176" WB with Plumbers Depot Equipment,) and delivered to your specified location, each for

(1) One Unit

Sourcewell Contract Price	\$	32,011.28
Plumbers Depot Quote	\$	215,000.00
Trade-In for Old TV Unit	-\$	15,500.00
Tax (7.75%)	\$	17,942.12
CA Tire Fee	\$	10.50

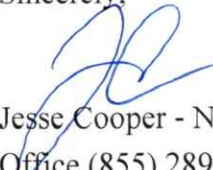
Total \$ **249,463.90**

-per your attached specifications:

This vehicle(s) is available under the Sourcewell (Formerly known as NJPA) Contract Number 120716-NAF. Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,


Jesse Cooper - National Fleet Manager
Office (855) 289-6572 / Fax (831) 480-8497



In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@NationalAutoFleetGroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Specifications For: OXNARD, CA

1 FORD E-450 GAS CUT-A-WAY 176" WB 2X4 CHASSIS

- 1 6.8L SOHC EFI Triton V10 Engine
- 1 6-Speed Automatic Transmission with OD
- 1 14,500 lb. GVWR
- 1 176" Wheel Base
- 1 Cab Air Conditioner
- 1 AM / FM Radio

1 16' CARGO BOX WITH WALKTHRU

- 1 AeroCap with Walk Thru
- 1 2" X 6" Dense Pine Flooring
- 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
- 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
- 2 Laminated Steel Lock
- 1 Kemlite Covering on Inside Rear Doors
- 1 Back Up Alarm

1 LED TRAFFIC DIRECTOR WITH 30FT CABLE – REAR MOUNTED

4 LIGHT,LED,AMBER,WHELEN M4 TITLE XIII – 2 MOUNTED REAR AND ONE MOUNTED EACH SIDE,

LOW MOUNT LOCATION

1 CUES EXCLUSIVE POWER BOOM CRANE WITH LED LIGHTING

Power actuated boom extends and retracts up to 24" at the touch of a button for precise deployment/retrieval placement of the transporter/camera, 750 lb. capacity, Yellow Retrieval Hook, 75'x 5/32" Cable Length, Floor Mounted, 12VDC, Push Button 4-Function Detachable 12' Pendant Control, Powder Coat Finish. High intensity LED lighting to help light up the manhole to assist in deployment/retrieval of the transporter/camera.

1 SAFE ENTRY/EXIT BUMPER

- 1 Three (3) Steps Evenly Spaced
- 1 Bottom Step Folds Up for Ground Clearance
- 1 Safety Grab Handle

1 KICKPLATE TRANSPORTER STORAGE

- 1 Lockable Storage Compartment for Camera and Transporter
- 1 Sliding Drawer
- 1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer

1 KICKPLATE 2 DRAWER STACK ALUMINUM STORAGE

1 BACK-UP COLOR CAMERA SYSTEM [CHASSIS]

1 BULKHEAD WALL BETWEEN CAB AND CONTROL ROOM

- 1 Door

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM - EVOLUTION 3.0 TO INCLUDE:

- 2 Amber Title XIII Strobe Warning Beacons
- 2 Adjustable LED Floodlights Rear of Vehicle Area Illumination
- Control Room Interior:
- 1 Lonseal Lonplate Flooring

- 1 Kemlite Wall & Ceiling Covering
- 1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
- 1 **Sliding** Tinted Viewing Window in Bulkhead Wall
- 1 Tinted Viewing Window in Bulkhead Door
- 1 Above Desk Control Console with Rack Mount for Electronic Equipment
- 1 Desktop / Work Area
- 1 12V High Intensity LED Light Fixture
- 2 Electrical Outlet with Dual Receptacles
- 1 Fire Extinguisher with Bracket, 10BC Rating
- 1 Operators Chair, Swivel With Casters
- 1 Breaker Box Storage Area with Locking Positive Latch
- 1 Battery Powered Carbon Monoxide Alarm

1 ROOF TOP AIR CONDITIONER, 13,500 BTU WITH HEAT STRIP

1 CURBSIDE DOOR WITH FOLD-DOWN STEPS FOR EVO 3.0

1 STORAGE CABINET UNDER CONTROL ROOM DESKTOP

1 BENCH SEAT IN CONTROL ROOM WITH STORAGE

1 CUSHION FOR BENCH SEAT

1 WALL MOUNTED STORAGE CABINET

1 CLOSET IN CONTROL ROOM

1 ENCLOSED LAVATORY TO INCLUDE – MOUNTED REAR PASSANGER SIDE(LIKE BIG BEAR LAKE):

- 1 RV Type Toilet
- 1 Ventilation Fan, Roof Mounted
- 1 Toilet Paper Dispenser
- 1 Light Fixture & Light
- 1 Lonseal Lonplate Floor Covering
- 1 Laminated Surface Wall Covering
- 1 Kemlite Covered Ceiling
- 1 Passage Door from Lavatory to Equipment Room

1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR - EVOLUTION 3.0 TO INCLUDE:

- 1 Lonseal Lonplate Flooring
- 1 Kemlite Wall & Ceiling Covering
- 1 Electrical Outlet with Dual Receptacles
- 1 12V High Intensity LED Light Fixture
- 1 15 Minute Courtesy Timer Located at Rear Door Area for 12V LED Interior Lights

- 1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:**
 - 1 20-Gallon Fresh Water Tank
 - 1 Electric Water Pump
 - 1 Retractable Hose Reel with 25' Water Hose and Nozzle
- 1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM**
 - 1 Lower Storage Cabinet / Work Top with Sink and Faucet
 - 1 Upper Wall Mounted Storage Cabinet
- 1 ADDITIONAL LIGHTING AND OUTLET**
 - 1 Light Mounted Above Work Top
 - 1 Dual Receptacle Outlet Above Work Top
- 1 TOOL CHEST, MODULINE, 5 DRAWER**
- 1 SPOT LIGHT ASSEMBLY**
- 1 12VDC OUTLET**
- 1 WALL MOUNTED STORAGE SHELVES**
- 1 AIR COMPRESSOR ELECTRIC DRIVE 4.0 CFM @100 PSI TO INCLUDE:**
 - 1 30-Gallon Air Receiver Tank
 - 1 Rear Air Chuck
 - 1 Retractable Air Hose Reel with 25' Air Hose with Chuck
- 1 RETRACTABLE AIR HOSE REEL WITH 25' AIR HOSE, AND CHUCK**
- 1 32" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL**
 - 1 Flat Screen Monitor
 - 1 Cable Assembly - Video Monitor to Monitor in Control Room
 - 1 Electrical Outlet
- 1 7000 WATT GAS ONAN GENERATOR**
 - 1 120 Volt 60 HZ 7000 Watt EFI (Electronic Fuel Injection) Commercial Grade Generator
 - 1 Gasoline Powered
 - 1 Electric Start
 - 1 Air Cooled
 - 1 Generator Remote Start/Stop Cable assembly
- 1 GENERATOR COMPARTMENT [UNDER CHASSIS MOUNT]**
 - 1 Generator Storage Compartment with Lockable External Access Door
 - 1 Commercial Power Supply Receptacle, 25' Cord, and Plug
 - 1 Electrical Supply Center with Circuit Breaker Box
 - 1 Commercial power and Generator Power Connectors
 - 1 Automatic Power Transfer Switch
- 1 SYSTEM ENGINEERING PANEL, FOR POWER INFORMATION AND GENERATOR FUNCTIONS, RACK MOUNTED, TO INCLUDE:**
 - 1 Four Function AC Power Meter displaying Critical Power Information including:
 - 1 Voltage
 - 1 Hertz
 - 1 Amperage
 - 1 Active Power (Watts)

- 1 Front panel Selector Switch for two modes of operation:
 - 1 Fixed reading
 - 1 Continuous Auto-cycling
 - 1 Generator Battery Meter to Display Starting and Charging Voltage
 - 1 Generator Hour Meter
 - 1 Generator Remote Start/Stop Control Switch
 - 1 On/Off Switch for Emergency Warning beacons (Switch to Illuminate When On)
- 1 P&T ZOOM III M/C LED CAMERA**
- 1 Solid State Color Sewer TV Camera
 - 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
 - 1 NTSC Color Standard with 4x Light Integration
 - 1 4 X 5W Cluster LEDs for 6" through 72" lines
 - 1 Camera Transportation and Storage Case
- 1 BUILT-IN SONDE FOR MAINLINE CAMERA TO INCLUDE:**
- 1 Built In Transmitter, 512 Hz
- 1 BRASS COMP STEERABLE CAM TRANS, WHEELED -60V**
- 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
 - 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
 - 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe with:
 - 1 Manual Shifter on Camera Carrier
 - 1 Unit Shall Have Forward, Free Wheel, and Power Reverse Capabilities
 - 1 All Six (6) Wheel Drive Transporter Assembly to Include:
 - 1 Motor & Enclosed Drive Train
 - 1 Tip Up Rear Connector
- 1 8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER**
- 1 10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER**
- 1 6"-15"PIPE SPACER KIT**
- 1 6" STEEL 10/12 GR WHEEL KIT FOR COMPACT TRANSPORTER**
- 1 8" STEEL 10/12 GRIT WHEEL KIT, v2**
- 1 1200' CABLE ASSEMBLY, M/C 12PIN METAL**
- 1 1200' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
 - 1 .450 Diameter
 - 1 Metal Splice Chamber with Pigtail
 - 1 Cable Strain Relief
- 1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE – MOUNTED OFF WALL ABOUT 4" TO ALLOW STORAGE OF SHOVELS BEHIND TV REEL**
- 1 Black Thermoplastic Powder Coated Frame
 - 1 Power Levelwind & Multi Ratio Manual Transmission
 - 1 Footage Meter with Local Counter and Remote Electronic Counter
 - 1 Transmission Control at Viewing Station
 - 1 Local Reel Mount Electrical and Mechanical Control
 - 1 Sealed Continuous Contact Collector Assembly
 - 1 Removable Drip Pan for Cleaning

1 AUTOMATIC PAYOUT SYSTEM FOR REEL - INSTALLED

1 PCU ASSEMBLY [RACK MOUNT]

1 CCU ASSEMBLY [RACK MOUNT]

- 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
- 1 Remote "QWERTY" Keyboard
- 1 On Screen Footage Display

1 TEST CABLE

1 8.7" MINI KEYBOARD

1 BRACKET, LOGITECH CONTROLLER, K2

1 WIRED USB CONTROLLER

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 WIRELESS CONTROLLER

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 DVR/USB ASSEMBLY KIT WITH MICROPHONE F/TRUCK

1 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS

1 KIT,DOWNHOLE,STD

- 1 Toproller Assembly, Manhole, TV Only, AI

- 1 Claw Hook, Manhole Adapter, f/WT319
- 1 Hook Assembly, Retrieval (SNGL,SHTY/LMP/PR)
- 6 Pole Assembly, Retrieval / Downhole tl,58"
- 1 Roller Assembly, Invert f/ WT319

1 MULTI CONDUCTOR TV ONLY TOOL KIT

- 1 Milliampmeter Tool
- 1 Electrical Tape
- 1 Needle Nose Pliers
- 1 Six-In-One Screwdriver
- 1 6" Adjustable Wrench
- 1 Anti Seize Grease
- 1 9-Piece Allen Wrench kit
- 1 Solder Iron Kit
- 1 Pliers
- 1 5/32 T-Handle Hex Wrench

1 TRAINING, ON-SITE (THREE DAYS)

1 TRUCK DELIVERY-CALIFORNIA

\$ 215,000.00 sub-total (chassis not included)

\$ 15,500.00 Trade-in for old TV unit.

\$ 199,500.00 plus sales tax

Vehicle Configuration Options

ENGINE	
Code	Description
99N	ENGINE: 7.3L V8 PREMIUM-RATED, (STD)
TRANSMISSION	
Code	Description
44P	TRANSMISSION: 6-SPEED O/D W/TOW HAUL, -inc: auxiliary cooler (STD)
TIRES	
Code	Description
T68	TIRES: LT225/75R16E BSW A/S, -inc: Hankook DynaPro HT (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AE	MEDIUM FLINT, VINYL BUCKET SEATS
ADDITIONAL EQUIPMENT	
Code	Description
672	MAXIMUM FRONT GAWR: 5000 LBS.
92B	B-PILLAR TRIM KIT, -inc: unique, full LH/RH B-pillar trim shipped in dunnage box, May require trimming depending upon back-panel or upfit installed
AXLE RATIO	
Code	Description
X83	4.56 AXLE RATIO, (STD)
GVWR	
Code	Description
20F	GVWR: 14,500 LB PAYLOAD PACKAGE, -inc: Maximum Front GAWR: 5000 lbs (STD)
OPTION PACKAGE	
Code	Description

782A	ORDER CODE 782A, -inc: Maximum Front GAWR: 5000 lbs, Auxiliary Fuel Port Located on the fuel tank, offers entry point access to fuel tank for specialized gas powered equipment such as a power generator, powered wheelchair lift, etc
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SEATING ARRANGEMENT

Code	Description
211	DUAL HIGH BACK BUCKETS, (STD)

REQUIRED OPTION

Code	Description
47Z	AMBULANCE PREP PACKAGE NOT REQUIRED

2021 Fleet/Non-Retail Ford E-Series Cutaway E-450 DRW 176" WB

WINDOW STICKER

2021 Ford E-Series Cutaway E-450 DRW 176" WB

CODE	MODEL	MSRP
E4F	2021 Ford E-Series Cutaway E-450 DRW 176" WB	\$36,470.00
OPTIONS		
99N	ENGINE: 7.3L V8 PREMIUM-RATED, (STD)	\$0.00
44P	TRANSMISSION: 6-SPEED O/D W/TOW HAUL, -inc: auxiliary cooler (STD)	\$0.00
T68	TIRES: LT225/75R16E BSW A/S, -inc: Hankook DynaPro HT (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AE	MEDIUM FLINT, VINYL BUCKET SEATS	\$0.00
672	MAXIMUM FRONT GAWR: 5000 LBS.	INC
92B	B-PILLAR TRIM KIT, -inc: unique, full LH/RH B-pillar trim shipped in dunnage box, May require trimming depending upon back-panel or upfit installed	\$75.00
X83	4.56 AXLE RATIO, (STD)	\$0.00
20F	GVWR: 14,500 LB PAYLOAD PACKAGE, -inc: Maximum Front GAWR: 5000 lbs (STD)	\$0.00
782A	ORDER CODE 782A, -inc: Maximum Front GAWR: 5000 lbs, Auxiliary Fuel Port Located on the fuel tank, offers entry point access to fuel tank for specialized gas powered equipment such as a power generator, powered wheelchair lift, etc	\$0.00
211	DUAL HIGH BACK BUCKETS, (STD)	\$0.00
47Z	AMBULANCE PREP PACKAGE NOT REQUIRED	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$36,545.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,295.00
TOTAL PRICE	\$37,840.00

Est City: N/A MPG
 Est Highway: N/A MPG
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 7.3L V8 Premium-Rated
Transmission: 6-Speed O/D w/Tow Haul -inc: auxiliary cooler
4.56 Axle Ratio
GVWR: 14,500 lb Payload Package -inc: Maximum Front GAWR: 5000 lbs
50 State Emission System
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery
HD 210 Amp Alternator
9060# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Hydraulic Power-Assist Steering
Single Stainless Steel Exhaust
55 Gal. Fuel Tank
Dual Rear Wheels
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs and Hill Hold Control

EXTERIOR

Wheels: 16" x 6" White Painted Steel
Tires: LT225/75R16E BSW A/S -inc: Hankook DynaPro HT
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Light Tinted Glass
Variable Intermittent Wipers
Front Windshield -inc: Sun Visor Strip
Fully Galvanized Steel Panels
Black Grille
Autolamp Fully Automatic Aero-Composite Halogen Headlamps

ENTERTAINMENT

Radio: AM/FM Stereo w/Clock Display & 2 Speakers -inc: Bluetooth capability and USB input
Fixed Antenna

INTERIOR

Dual High Back Buckets
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer and Trip Odometer
Front Cupholder
Manual Air Conditioning
Glove Box
Front Vinyl Headliner
Urethane Gear Shifter Material
Vinyl Bucket Seats
Engine Cover Console w/Storage and 2 12V DC Power Outlets
Regular Dome Lighting
Front Only Vinyl/Rubber Floor Covering
Tracker System
Driver And Passenger Door Bins
Manual 1st Row Windows
Analog Display
Fixed Front Head Restraints
Driver And Front Passenger Armrests
2 12V DC Power Outlets

SAFETY

Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Front Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

PROCESSING-OTHER

Exterior Mirror Delete



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.9**

DATE: July 7, 2020

TO: City Council

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

SUBJECT: First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing.

RECOMMENDATION

That the City Council authorize the Mayor to execute a First Amendment to Agreement 8613-19-PW with Employment Services LLC dba Pirate Staffing and LaborMax Staffing (Pirate Staffing) in the amount of \$600,000 for a total not to exceed contract value of \$800,000, and to extend the term from July 15, 2020 to July 15, 2022 for temporary labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte). (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Environmental Resources Division (ER) is responsible for the City's solid waste and recyclable material collection and for the operation of the Del Norte Regional Recycling and Transfer Station (Del Norte). Del Norte processes approximately 275,000 tons of solid waste and recyclable material each year from Oxnard and throughout the western region of Ventura County.

ER operations rely on a workforce of over 170 employees with the job classifications of Sorter and Maintenance Worker Trainee having the highest turnover rate. As a result of the high turnover rate, these vacancies impact scheduling and the efficiency of operations. The number of Sorter and Maintenance Worker Trainee vacancies outpace the rate at which the Human Resources Department is able to recruit. Extending temporary labor services through Pirate Staffing ensures that ER operations are able to better serve the public by maintaining reliable and consistent scheduling of staff.

DISCUSSION

On January 29, 2019, the City's Purchasing Division conducted a formal solicitation for temporary labor services for the Environmental Resources Division (Bid Number ER19-45). Information regarding the solicitation was posted on the City's website, in addition to publicpurchase.com, a website where the City's solicitations are publicly posted. Among the three (3) qualified bid responses received prior to the bid deadline of February 20, 2019, Pirate Staffing submitted the lowest responsible bid.

	PIRATE STAFFING (RANK: #1)		22 ND CENTURY TECHNOLOGIES, INC. (RANK: #2)		QUEST STAFFING (RANK: #3)	
POSITION	TEMPORARY	HOURLY	TEMPORARY	HOURLY BILL	TEMPORARY	HOURLY

	EMPLOYEE'S HOURLY PAY RATE	BILL RATE PAYABLE TO VENDOR	EMPLOYEE'S HOURLY PAY RATE	RATE PAYABLE TO VENDOR	EMPLOYEES HOURLY PAY RATE	BILL RATE PAYABLE TO VENDOR
SORTER	\$15.67	\$25.94	\$11.80	\$15.93	NO BID PRICE	NO BID PRICE
MAINTENANCE WORKER TRAINEE	\$15.67	\$25.94	\$24.00	\$32.40	NO BID PRICE	NO BID PRICE
OFFICE ASSISTANT I/II	\$15.67	\$23.30	\$18.00	\$24.30	\$15.67	\$25.07

On July 29, 2019, the City Manager awarded Agreement 8613-19-PW to Pirate Staffing for temporary labor services for a one-year term and a total value of \$200,000, with an option of a two-year extension after satisfactory performance during the first year. Staff has assessed Pirate Staffing's performance during the first year of service. Based on a satisfactory performance, staff proposes that a two-year term extension for an increased contract amount of \$600,000 be awarded for a new total value of \$800,000.

This Amendment includes adjustments to the Costs and Rates Exhibit which reflect Living Wage rates as of July 1, 2020, in accordance with the City's Living Wage Policy adopted by the City Council on July 9, 2002. The Costs and Rates Exhibit will be adjusted again on July 1, 2021, in accordance with the City's Living Wage Policy.

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

The total cost for this First Amendment with Pirate Staffing is \$600,000, for a total agreement value of \$800,000 and a term date through July 15, 2022. Funding for temporary and supplemental labor services in the amount of \$300,000 has been included in the Fiscal Year 2020-21 recommended budget of the Environmental Resources Fund (631), account 631-6301-842.82-09. Funds will be included in the Environmental Resources Fund (631) Budget in subsequent fiscal years.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 23, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. First Amendment to Agreement No. 8613-19-PW
2. Agreement No. 8613-19-PW
3. Pirate Staffing Response to Bid Number ER19-45
4. Bid Number ER19-45 Results Tabulation

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment (“First Amendment”) to the Agreement for Trade Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Employment Services LLC dba Pirate Staffing and LaborMax Staffing (“Vendor”). This First Amendment amends the Agreement entered into on July 29, 2019, by City and Vendor.

City and Vendor agree as follows:

1. In Section 5 of the Agreement, the date “July 15, 2020” is deleted and replaced with the date “July 15, 2022”
2. In Section 6 of the Agreement, the amount “\$200,000” is deleted and replaced with “\$800,000”
3. In the RATES AND COSTS EXHIBIT, the table is deleted and replaced with the following:

Position	Temporary Employee’s Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (included in Hourly Bill Rate Payable to Vendor)	Temporary Employee’s Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (included in Overtime Hourly Bill Rate Payable to Vendor)
Sorter	\$16.30	\$26.98	65.55%	\$24.45	\$40.47	65.52%
Maintenance Worker Trainee	\$16.30	\$26.98	65.55%	\$24.45	\$40.47	65.52%

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

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

**EMPLOYMENT SERVICES LLC DBA PIRATE
STAFFING AND LABORMAX STAFFING**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Daniel Willhite, Purchasing Manager _____
☐ _____, Buyer _____

Catherine L. Abraham,² _____ Date _____
President

Richard Abraham,² _____ Date _____
Vice President

ATTEST:

Michelle Ascencion, City _____ Date _____
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

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

¹The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

²The City requires the following for any contract:

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

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

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 15, 2019
- (2) Vendor: Employment Services LLC dba Pirate Staffing and LaborMax Staffing
- (3) Services: Vendor to provide temporary and supplemental labor services for the Del Norte Regional Recycling and Transfer Station ("Del Norte"), including the solid waste and recycling collection program and Materials Recovery Facility ("MRF").
- (4) Schedule of Services: On-call as needed, contingent on temporary labor needs at Del Norte.
- (5) Agreement Ending Date: July 15, 2020
- (6) Total Agreement Amount: \$200,000
- (7) City's Project Manager: Todd Vasquez-Housley
- (8) Vendor's Project Manager: Richard Abraham, Vice President
- (9) Insurance Coverage: INS-B
- (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.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- | | |
|---|---|
| <p><i>FOR VENDOR:</i></p> <p>3475 Saviers Road
Oxnard, CA 93033
Attn: Richard Abraham, Vice President</p> | <p><i>FOR CITY:</i></p> <p>Public Works, Environmental Resources Division
111 S. Del Norte Boulevard, Oxnard, CA 93030
Attn: Todd Vasquez-Housley, Environmental Resources Division Manager</p> |
|---|---|
- (12) Contact Emails:
- | | |
|---|--|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>richard.abraham@piratestaffing.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>toddvhousley@oxnard.org</p> |
|---|--|

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:

- | | |
|--|--|
| <ul style="list-style-type: none"> ☒ Scope of Services Exhibit ☒ Rates and Costs Exhibit ☒ Schedule of Services Exhibit | <ul style="list-style-type: none"> ☒ Living Wage Policy Exhibit ☐ Prevailing Wages Exhibit ☒ Insurance Exhibit (INS-B) |
|--|--|

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 relief 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.

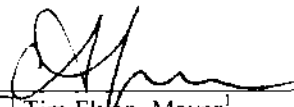
41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[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

EMPLOYMENT SERVICES LLC DBA PIRATE STAFFING AND LABORMAX STAFFING

 7/29/2019
☐ Tim Flynn, Mayor¹ Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

 Catherine L. Abraham, President² Date

 Richard Abraham, Vice President Date

ATTEST:

N/A

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

APPROVED AS TO FORM:

 7-9-19
 Stephen M. Fischer, City Attorney (always required) Date

¹ 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.

² The City requires the following for any contract:

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

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

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

CITY OF OXNARD

EMPLOYMENT SERVICES LLC DBA PIRATE STAFFING AND LABORMAX STAFFING

☐ Tim Flynn, Mayor¹ _____ Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

 _____ 07/10/2019
 Catherine L. Abraham, President² Date

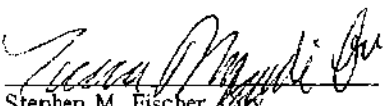
 _____ 07/10/2019
 Richard Abraham, Vice President Date

ATTEST:

N/A

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

 _____ 4-9-19
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- 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. Vendor to provide temporary and supplemental labor services for Del Norte, which includes the solid waste and recycling collection program, and the MRF. Vendor must provide temporary and supplemental labor services for the following positions: Sorter, and Maintenance Worker Trainee. No temporary or supplemental Worker providing services under this Agreement shall work more than nine hundred sixty (960) hours providing such services during the term of this Agreement. Duties and responsibilities for each position are as follows:

SORTER

DESCRIPTION:

Under general supervision, performs the full array of duties assigned, including processing and separating by hand various materials in a safe and efficient manner, from material piles on the MRF tipping floor, or on a moving conveyor. Maintains a clean and hazard-free work area, demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties. Assists, occasionally, in training newer assigned staff and performs other related duties as assigned.

In addition to the abovementioned duties, the MRF Sorter may be required to direct vehicle traffic on the tipping floor, report any equipment malfunctions and follow standard operating procedures (SOPs).

SUPERVISION RECEIVED/EXERCISED:

General supervision is provided by an Environmental Resources Supervisor and the Environmental Resources Superintendent / Manager, or designee.

ESSENTIAL FUNCTIONS:

(including but not limited to the following)

Sorts and segregates by hand recoverable materials (e.g., aluminum, plastic, glass, paper, etc.) from incoming waste or green waste material, from material piled on the tipping floor or, on a moving conveyor.

Deposits recoverable materials safely and efficiently into appropriate containers; places separated material into appropriate piles or containers.

Assists other sorters on an as-needed basis with heavy or bulky items.

Assists customers with unloading vehicles in the self-haul area.

Follows all City safety policies and procedures, including wearing personal protective equipment (PPE) at all times and stopping the conveyor belt in emergency situations.

Inspects incoming loads for unacceptable waste, removes unacceptable items as required and arranges for handling through appropriate processes, or by notifying appropriate staff.

Communicates with equipment operators regarding incoming loads of special waste or other loads that require special attention.

Maintains a clean workstation and area.

Performs minor maintenance on equipment as necessary.

Empties and cleans waste or material receptacles.

Maintains assigned equipment and work area in a clean and orderly manner.

Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties.

QUALIFICATIONS:

(The following are minimal qualifications necessary for entry into the classification)

Education and/or Experience:

The education, experience, knowledge, skills and abilities for an Environmental Resources MRF Sorter include: equivalence of a high school diploma and six (6) months of experience in MRF sorting or related work.

License/Certificate:

Possession of, or ability to, obtain a class "C" California driver license.

KNOWLEDGE, ABILITIES, AND SKILLS:

(The following are a representative sample of the knowledge, skills, and abilities necessary to perform essential duties of the position)

Knowledge:

Operations and SOPs of a MRF, use and minor maintenance of hand and power tools and equipment, cleaning supplies and equipment, operational characteristics of MRF standard equipment, occupational hazards and standard safety practices, methods and techniques for maintaining a safe and clean working environment.

Skills:

Operate standard MRF sorting equipment including, but not limited to, emergency shut-off equipment, brooms, shovels, mops, vacuum cleaners and other hand tools used in the separation of materials.

Ability:

Plan, organize and conduct work assignments, identify conditions that are unsafe and act upon them, respond courteously to needs of customers and coworkers, analyze and evaluate new and existing methods and SOPs, make adjustments to standard methods and procedures as appropriate, work independently, respond to issues and concerns of the staff, communicate clearly, understand and follow instructions, direct traffic with hand signals and hand-held flash lights, establish and maintain effective working relationships, spot and troubleshoot emerging safety issues in real time and report same.

WORKING CONDITIONS:

Position requires sitting, standing for long periods of time, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position requires both near and far vision when reading gauges, inspecting work and operating assigned equipment. Lifting, carrying and pushing tools, equipment and supplies weighing 50 pounds or more, are required. The Sorter may work outdoors in all weather conditions including wet, hot, and cold. Sorters use cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants. Sorters are exposed directly to municipal solid waste and are expected to work in noisy, dusty environments and may be exposed to pollen. Sorters are required to wear breathing apparatus, dust masks, hearing protection and other safety equipment in the regular course of duties. The Sorter may be exposed to bio-hazards, insecticide spray, industrial cleaning chemicals, paint, and may be assigned to work in confined spaces. The nature of the work also requires the Sorter to climb ladders, use power and noise producing equipment, and often work with constant distractions and interruptions.

MAINTENANCE WORKER TRAINEE

DESCRIPTION:

Under direct supervision, performs routine and unskilled maintenance, repair, and related duties as required.

DISTINGUISHING CHARACTERISTICS:

Work performed at this level is routine, unskilled, and often repetitive in nature. Work is closely supervised, and changes or deviations are thoroughly explained in detail.

SUPERVISION RECEIVED/EXERCISED:

Direct supervision is provided by the Senior Facilities Maintenance Worker. Maintenance Worker Trainees do not routinely exercise supervision.

ESSENTIAL FUNCTIONS:

(include but are not limited to the following)

Performs unskilled, manual labor for Del Norte.

Picks up scattered trash, rubbish, and debris.

Digs post holes, ditches, and trenches.

Repairs fences, walls, and related appurtenances.

Cleans storm drains, catch basins, waterways, roadsides, and gutters.

Assists in planting, removing, and maintaining a variety of landscaping and shrubbery.

Cleans restrooms, fountains, and other publicly accessible areas.

Assists in repairing sidewalks, curbs, gutters and walkways.

QUALIFICATIONS:

(The following are minimal qualifications necessary for entry into the Maintenance Worker Trainee position)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Maintenance Worker Trainee. No experience is required for this level. Experience in the performance of related work is desirable.

License/Certificate:

Possession of a valid unrestricted class C California driver license is required. Depending on assignment, additional certifications and licenses may be required.

KNOWLEDGE, ABILITIES, AND SKILLS:

Knowledge:

Use and proper care for a variety of hand tools; safe and efficient work practices; techniques and materials used in general maintenance and repair; operations and maintenance of a wide variety of construction hand and power tools and equipment; safe work methods and safety regulations pertaining to the work.

Skills:

Operate a variety of small hand tools and equipment used in street maintenance and repair.

Ability:

Perform heavy and routine manual labor; understand and follow instructions; learn to operate tools and simple equipment in a variety of maintenance activities; learn to and operate a variety of vehicular and mechanical equipment in a safe and efficient manner; learn to read and maintain related machinery as needed; learn safety operations and traffic flagging; exercise independent judgment and initiative within established guidelines without close supervision.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the Maintenance Worker Trainee works in all weather conditions including wet, hot, and cold. The Maintenance Worker Trainee may use cleaning and lubricating chemicals which may expose the Maintenance Worker Trainee to fumes, dust, and air contaminants. The nature of the work also requires the Maintenance Worker Trainee to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment as needed, work in heavy vehicle traffic conditions and often work with constant interruptions.

2. BACKGROUND REPORT AND SAFETY TRAINING

The Vendor, at its sole expense, shall provide the City with a complete background report on each temporary employee eligible for a temporary assignment with the City, including, but not limited to, the results of a drug and alcohol screening. A LiveScan screening, or equivalent, must be provided prior to the start of each temporary assignment. Vendor shall also provide the City with a report of the safety training given to Vendor's employees, prior to the commencement of a temporary assignment.

The Vendor, at its sole expense, must offer tetanus and hepatitis A and B vaccinations to all employees prior to the commencement of an assignment with the City. Vendor must keep accurate records documenting offer, acceptance, or decline by each employee.

3. HAZARDOUS WASTE

Incidental hazardous waste (i.e. pesticides, liquids, cleaning fluids, gases, and sludges) may be present in the waste and materials accepted by Del Norte. Trained Sorters should recognize and recover such material from the waste stream. The City will designate areas for temporary storage of recovered hazardous waste. The City will solely be responsible for the removal of the recovered hazardous waste and for its proper recycling, treatment, and/or disposal.

4. GENERAL CONDITIONS

The Vendor shall designate a start time for each of its employee's work hours. However, the start times are at the discretion of the City and can be altered with a one (1) day notice to the Vendor. In the event of unusual circumstances, such as power failure, backlog, mechanical failure, lack of material, or lack of work, the City can, with one (1) hour notice, halt the use of the Vendor's employees without incurring any additional liability to the City. The Vendor shall be entitled to compensation only for the hours actually worked, including the one (1) hour notice.

It is expected that the Vendor's hourly employees will be retained for a full-time workweek. However, the City is unable to guarantee the Vendor a minimum number of hours. Vendor employees working full time shall have two (2) paid fifteen (15) minute break periods and a one (1) unpaid thirty (30) minute meal period, per an eight (8) hour workday. Break periods for workdays less than eight (8) hours shall be granted based on the length of the work shift.

The City will provide the Vendor with a mutually acceptable location to place the Vendor's employee time clock. The City will provide, at its sole expense, a 110-volt electrical outlet for the Vendor's time clock. The Vendor shall provide and maintain, at its sole expense, its time clock. Time clock records shall be made available for City review. In the event of a time clock malfunction, the Vendor shall be notified immediately by City staff. The time card for each employee shall accurately state the time billable to the City.

The Vendor's authorized representative and City Project Manager, as identified in the Agreement, shall sign each time card.

Del Norte's hours of operation are from 5:30 a.m. to 5:00 p.m. Monday through Saturday. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

5. QUALIFICATIONS

Vendor's employees shall have appropriate knowledge of safe work practices, particularly for working around operating mobile and stationary mechanical equipment. Vendor employees shall be trained in Del Norte's health and safety procedures prior to start of work. The Vendor shall conduct background checks of all candidates prior to starting work, per the "BACKGROUND AND SAFETY TRAINING" section above. The City reserves the right to reject or discharge any Vendor employee without cause.

Vendor's employees shall be required to speak, read, and write in English. Bilingual skills in Spanish are highly desirable.

6. HEALTH AND SAFETY

The City shall make reasonable provisions for the health and safety of Vendor's employees during their assignment. Health and safety rules will be enforced according to a zero tolerance rule. The City shall provide all protective devices, Personal Protective Equipment (PPE), and other safety equipment necessary to protect the Vendor's employees from injury, with the exception foot protection. The Vendor shall be responsible for furnishing foot protection, such as steel-toe or composite toe shoes or boots, to its employees. The City shall ensure that Vendor's employees are properly utilizing City safety equipment. Violations will not be tolerated and may result in discharge.

Whenever a Vendor employee is required to wear a specified type of uniform or article of clothing, the City shall assume the cost of furnishing, laundering, or cleaning the same.

The City shall provide health and safety orientation and periodic safety training to Vendor's employees working at Del Norte. Training for all Vendor's employees may consist of, but is not limited to, injury and illness prevention, PPE, blood borne pathogens, hazardous waste materials identification, hearing conservation program, confined space program, forklift, manlift, loader and excavator training, and any other required training to comply with OSHA regulations. All City provided training and costs are the responsibility of the City. Trainings are performed during working hours. Additionally, the Vendor will have access to use Del Norte's conference or lunch rooms to conduct safety training unique to the Vendor. The City is required to supply, operate, and maintain its own safety equipment.

The City shall inform the Vendor and provide a remedy if any Vendor employee may be working unsafely, or is not wearing proper PPE. Violations may result in discharge.

While at Del Norte, Vendor's employees shall observe all necessary site safety rules in performing the work and obey all traffic safety signs and/or other posted directions at the Facility. The City shall ensure that Vendor's employees comply with all safety programs and policies, including the wearing of PPE. At all times, while working at Del Norte, Vendor's employees shall wear appropriate work clothing and safety equipment necessary to represent the City properly and protect themselves from injury and other potential work place exposures or hazards. The City shall not allow any Vendor employee not dressed in required uniform and PPE to work at Del Norte. The use of cell phones, earphones, or other electronic devices shall not be permitted while Vendor's employees are on duty.

Vendor's employees shall follow Del Norte's work policies: security, appropriate use of equipment, harassment in the workplace, violence in the workplace, and drug-free workplace. The City shall provide Vendor a copy of the aforementioned policies upon award of Agreement. Vendor shall provide the City with copies of its harassment in the workplace, violence in the workplace, drug-free workplace policies, as well as all Affordable Care Act compliance documentation. The Vendor agrees that its labor force is employed by the Vendor and, as such, is not subject to any and all benefits provided to regular City employees.

7. DISCHARGE, WARNING, AND PROTEST

The City shall be the sole judge of the qualifications and competency of the Vendor's employees at Del Norte and may discharge any employee deemed unsatisfactory, at any time. The Vendor may discharge or otherwise discipline its employees for any reason it determines. The Vendor shall have the discretionary right to dismiss any employee who does not conform to the Vendor's policies, rules, or standards. The City reserves the right to point out deficiencies or misconduct of Vendor's employees that may impact Del Norte's operations. It is the Vendor's responsibility to follow-through by taking corrective measures to remedy any deficiencies or misconduct. The Vendor shall ensure that dismissed employees will not return to, interview for, or work in any position at Del Norte.

8. REPORTING REQUIREMENTS

The Vendor shall designate a sole lead contact who will be responsible as the Vendor's site supervisor. Vendor shall provide City with the supervisor's office and cell phone numbers and e-mail address. The City will make all necessary job assignment requests or job task changes through the Vendor's designated site supervisor. This site supervisor must be reachable 24 hours per day, 365 days per year. If off-site, the supervisor shall respond to the City within two (2) hours of the City's call, text or email.

9. NUMBER OF FACILITY EMPLOYEES SUBJECT TO CHANGE

The City has full discretion of Del Norte's hours of operation and number of Vendor employees it shall utilize. The assignment start times and number of Vendor employees working in each job classification are subject to change by the City.

10. MAINTENANCE OF RECORDS

Vendor employee records for time keeping, onsite training for job skills, and safety training shall be maintained by the Vendor. These records shall be made available to the City, OSHA, and other regulatory agencies upon request, including all OSHA 300 related documentation. Vendor shall be responsible for injury and illness recording and reporting, and must include such information on the Vendor's OSHA 300 logs. Upon completion or termination of Agreement, these records shall be turned over to the City.

11. COOPERATION WITH OTHERS

The Vendor shall not willfully or unnecessarily interfere with Del Norte's operations and systems, nor with the City personnel engaged in site operation or equipment maintenance and repair, nor with any other parties performing services at Del Norte. All formal communications shall take place only between the City's designee and the Vendor's site supervisor and backup, except in an emergency.

12. PAYROLL CHECKS AND REPORTS

Vendor's employees shall be paid in full weekly or bi-weekly, with a check that includes pay for all hours worked during that previous week, less required deductions and the employee's authorized deductions. The Vendor shall produce certified payroll records within one (1) week upon receiving a written request from the City. Payments for all unused, accrued vacation time and sick leave time for each calendar year shall be paid to Vendor's employees within thirty (30) days of the end of the calendar year, or upon termination or voluntary leave by the employee. Upon written request, the City may audit or inspect any and all Vendor payroll records relating to the work pursuant to the Agreement. The Vendor shall maintain all payroll records and time reports throughout the term of the Agreement.

13. COMPLIANCE WITH LAWS AND REGULATIONS

The Vendor shall comply with all applicable federal and state laws, rules and regulations, and all applicable local ordinances, including, but not limited to, environmental, labor, and safety laws; rules, regulations, ordinances, and site permit requirements.

Vendor, at its sole expense, shall be responsible for handling all worker compensation injury claims. The Vendor will cooperate with the City on all investigations, claims or root cause investigations. The City shall have access to copies of all information related to workers' compensation claims, except where prohibited by the laws of the Health Insurance Portability and Accountability Act (HIPAA).

RATES AND COSTS EXHIBIT

Position	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)
Sorter	\$16.19	\$26.80	65.55%	\$24.29	\$40.20	65.52%
Maintenance Worker Trainee	\$16.19	\$26.80	65.55%	\$24.29	\$40.20	65.52%

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.

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 I 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 \$16.19 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, 2019**

1. 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 **\$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2020, 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.

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

SCHEDULE OF SERVICES EXHIBIT

Del Norte's hours of operation are from 5:30 a.m. to 5:00 p.m. Monday through Saturday. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Schedule of Services is contingent on temporary labor needs at Del Norte, to be identified by City's Project Manager, but shall not extend beyond the hours of operation.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (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. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP OR AGG \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 TIRE DAMAGE (Any one tire) \$ MED EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRER 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				

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 CANCELLED BEFORE THE EXPIRATION DATE HEREOF, 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

ISSUE DATE (MM/DD/YY)

(to)
Included in Limits
In Addition to Limits

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

OTHER PROVISIONS

AGGREGATE

LI GENERAL
PRODUCTS/COMPLETED OPERATIONS
PERSONAL & ADVERTISING INJURY
FIRE DAMAGE

Underwriter=s representative for claims pursuant to this insurance

Telephone: ()

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City, or (b) products sold by the named insured to the City, or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers, or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE** This policy, if primary, affords coverage at least as broad as:
- a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001, or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

Via Fax: 678-259-1007

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		POLICY INFORMATION: Insurance Company _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE _____ Included in Limits _____ In Addition to Limits _____	
Telephone: _____		Deductible _____ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered. CITY AGREEMENTS/PERMITS _____	
TYPE OF INSURANCE		OTHER PROVISIONS	
COMMERCIAL AUTO POLICY BUSINESS AUTO POLICY OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD 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 _____	



City of Oxnard
Purchasing Department

Solicitation #ER19-45
Bid Close Date: 02/20/18 on or before 2:00 pm PT



City of Oxnard
Request for Bid
ER19-45

TEMPORARY AND SUPPLEMENTAL LABOR
for Trade Services

Bid Close Date: February 20, 2019
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030
(805) 385-7538
www.oxnard.org

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

CITY OF OXNARD INSTRUCTIONS TO BIDDERS

1.0 PUBLIC PURCHASE

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

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

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

1.4 Just a couple helpful hints before starting your registration:

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

1.5 A third party web based e-Procurement service provider utilized by the City for solicitations. It will take only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

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

2.0 MANDATORY PRE-BID MEETING AND SITE VISIT

There will be a **mandatory** pre-bid meeting, followed by a site visit, both of which will be held on **Wednesday, February 6, 2019 at 10:00 a.m.** in the City of Oxnard Del Norte Regional Recycling and Transfer Station – Education Center, located on the first floor at:

111 South Del Norte Blvd
Oxnard, CA 93030.

Each Vendor is required to attend the pre-bid meeting and site tour to examine all the representative conditions and to ascertain all necessary services outlined herein. Close-toed shoes are required during the site tour. By submitting a bid for the services outlined herein, the Vendor shall be deemed to have made such examination, and to be familiar with and to accept all physical conditions of the facility, to which the bid pertains to.

3.0 EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's.

4.0 PREPARATION OF BID

4.1 In addition to responding to other sections of this request for bid, **bidder shall submit Attachments A, B, C, D, E and F, in its entirety, which includes the bid documents and specifications.** Failure to do so may cause rejection of the bid.

4.2 Bidder's response shall state on a point-by-point basis whether the bid is in compliance with the requirements and specifications of this request for bid. All changes must be crossed out and initialed. Deviations to the requirements and specifications may be considered, provided that the vendor submits full description and explanation of, and or justification for the proposed deviation supported by specifications and descriptive literature that fully describes the item(s) offered. All items will be construed as complete and prices shown shall be the prices bid for all equipment, labor, materials and services required by the specifications. Bidder will not be released from the obligation of the bid if errors have been made in the submittal. Bidder may include any other information they deem necessary and not included in this RFB.

4.3 Bidders may reproduce Attachment A to submit alternate bids, if the City requests alternate bids.

4.4 The bid must be submitted by an authorized agent of the submitting entity.

5.0 FORMAT

Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.

6.0 COMPANY PROFILE

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

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

BIDDER'S RESPONSE:	Employment Services, LLC dba Pirate Staffing
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B. Company overview and disclosure of services or activities performed, including:

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. BIDDER'S RESPONSE:	Cathy Abraham, Richard Abraham- No contributions have been made.
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ii. BIDDER'S RESPONSE:	Cathy Abraham-President, Richard Abraham-Vice President, Richard Lajoie-Branch Manager
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iii. BIDDER'S RESPONSE:	12 years servicing Ventura County; 12 years servicing a diverse mix of customers in Ventura County. We've serviced Administrative, Clerical, Hospitality, Manufacturing, All construction based customers, Warehouse and logistics customers.
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iv. BIDDER'S RESPONSE:	3475 Saviers Rd. Oxnard, Ca. 93030
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- 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.

BIDDER'S RESPONSE:	N/A
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- 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.

BIDDER'S RESPONSE:	No
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- E. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE:	Cathy Abraham, Richard Abraham
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F. 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.)

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

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. BIDDER'S RESPONSE:	Branch Manager
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ii. BIDDER'S RESPONSE:	Oversee all branch operations
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iii. BIDDER'S RESPONSE:	8 years management experience
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City of Oxnard
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iv. BIDDER'S RESPONSE:	High School Graduate/Diploma
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v. BIDDER'S RESPONSE:	OSHA Certification
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vi. BIDDER'S RESPONSE:	N/A
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Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CITY INFORMATION

7.0 GENERAL INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about 60 miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

8.0 BACKGROUND INFORMATION

The Del Norte Regional Recycling and Transfer Station, which includes the Materials Recovery Facility, located at 111 South Del Norte Boulevard, Oxnard, California 93030, sorts, processes, and transfers municipal solid waste and source-separated recyclables from the cities of west Ventura County. The location is a 16.55-acre industrially-zoned parcel southwest of the intersection of Del Norte Boulevard and Sturgis Road. The City is the owner and operator of Del Norte, which includes the facility's land, building and equipment. It is managed by the City's Public Works Environmental Resources Division.

Currently, long-haul transfer of waste is performed by City owned and operated transfer-trailers that transport waste from Del Norte to two landfills in Ventura County. Del Norte receives, processes, and transfers approximately 1,000 tons per day of municipal solid waste, source-separated recyclables, and yard/green waste from western Ventura County; including the cities of Oxnard, Port Hueneme, and Ventura County unincorporated areas. In addition, the cities of Ventura and Camarillo deliver minor amounts of materials. Del Norte provides exclusive, regularly scheduled, waste, recycle, and green material collection from the City's residential and commercial sectors.

9.0 SERVICE DESCRIPTION

The successful Vendor must provide temporary and supplemental labor services for the following positions: **Sorter**, **Maintenance Worker Trainee** and **Office Assistant I**. Duties and responsibilities for each position are contained in the following attachments:

Sorter: Attachment G

Maintenance Worker Trainee: Attachment H

Office Assistant I: Attachment I

10.0 BACKGROUND REPORT AND SAFETY TRAINING

The Vendor, at its sole expense, shall provide the City with a complete background report on each temporary employee eligible for a temporary assignment with the City, including, but not limited to, the results of a drug and alcohol screening. A LiveScan screening, or equivalent, must be provided prior to the start of each temporary assignment. Vendor shall also provide the City with a report of the safety training given to Vendor's employees, prior to the commencement of a temporary assignment.

The Vendor, at its sole expense, must offer tetanus and hepatitis A and B vaccinations to all employees prior to the commencement of an assignment with the City. Vendor must keep accurate records documenting offer, acceptance, or decline by each employee.

11.0 HAZARDOUS WASTE

Incidental hazardous waste (i.e. pesticides, liquids, cleaning fluids, gases, and sludges) may be present in the waste and materials accepted by Del Norte. Trained Sorters should recognize and recover such material from the waste stream. The City will designate areas for temporary storage of recovered hazardous waste. The City will solely be responsible for the removal of the recovered hazardous waste and for its proper recycling, treatment, and/or disposal.

12.0 GENERAL CONDITIONS

The Vendor shall designate a start time for each of its employee's work hours. However, the start times are at the discretion of the City and can be altered with a one (1) day notice to the Vendor. In the event of unusual circumstances, such as power failure, backlog, mechanical failure, lack of material, or lack of work, the City can, with one (1) hour notice, halt the use of the Vendor's employees without incurring any additional liability to the City. The Vendor shall be entitled to compensation only for the hours actually worked, including the one (1) hour notice.

It is expected that the Vendor's hourly employees will be retained for a full-time workweek. However, the City is unable to guarantee the Vendor a minimum number of hours. Vendor employees working full time shall have two (2) paid fifteen (15) minute break periods and a one (1) unpaid thirty (30) minute meal period, per an eight (8) hour workday. Break periods for workdays less than eight (8) hours shall be granted based on the length of the work shift.

The City will provide the Vendor with a mutually acceptable location to place the Vendor's employee time clock. The City will provide, at its sole expense, a 110-volt electrical outlet for the Vendor's time clock. The Vendor shall provide and maintain, at its sole expense, its time clock. Time clock records shall be made available for City review. In the event of a time clock malfunction, the Vendor shall be notified immediately by City staff. The time card for each employee shall accurately state the time billable to the City.

The Vendor's authorized representative and City Project Manager, as identified in the Agreement, shall sign each time card.

Del Norte's hours of operation are from 5:30 a.m. to 5:00 p.m. Monday through Saturday. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

13.0 QUALIFICATIONS

Vendor's employees shall have appropriate knowledge of safe work practices, particularly for working around operating mobile and stationary mechanical equipment. Vendor employees shall be trained in Del Norte's health and safety procedures prior to start of work. The Vendor shall conduct background checks of all candidates prior to starting work, per the "BACKGROUND AND SAFETY TRAINING" section above. The City reserves the right to reject or discharge any Vendor employee without cause.

Vendor's employees shall be required to speak, read, and write in English. Bilingual skills in Spanish are highly desirable.

14.0 HEALTH AND SAFETY

The City shall make reasonable provisions for the health and safety of Vendor's employees during their assignment. Health and safety rules will be enforced according to a zero tolerance rule. The City shall provide all protective devices, Personal Protective Equipment (PPE), and other safety equipment necessary to protect the Vendor's employees from injury, with the exception foot protection. The Vendor shall be responsible for furnishing foot protection, such as steel-toe or composite toe shoes or boots, to its employees. The City shall ensure that Vendor's employees are properly utilizing City safety equipment. Violations will not be tolerated and may result in discharge.

Whenever a Vendor employee is required to wear a specified type of uniform or article of clothing, the City shall assume the cost of furnishing, laundering, or cleaning the same.

The City shall provide health and safety orientation and periodic safety training to Vendor's employees working at Del Norte. Training for all Vendor's employees may consist of, but is not limited to, injury and illness prevention, PPE, blood borne pathogens, hazardous waste materials identification, hearing conservation program, confined space program, forklift, manlift, loader and excavator training, and any other required training to comply with OSHA regulations. All City provided training and costs are the responsibility of the City. Trainings are performed during working hours. Additionally, the Vendor will have access to use Del Norte's conference or lunch rooms to conduct safety training unique to the Vendor. The City is required to supply, operate, and maintain its own safety equipment.

The City shall inform the Vendor and provide a remedy if any Vendor employee may be working unsafely, or is not wearing proper PPE. Violations may result in discharge.

While at Del Norte, Vendor's employees shall observe all necessary site safety rules in performing the work and obey all traffic safety signs and/or other posted directions at the Facility. The City shall ensure that Vendor's employees comply with all safety programs and policies, including the wearing of PPE. At all times, while working at Del Norte, Vendor's employees shall wear appropriate work clothing and safety equipment necessary to represent the City properly and protect themselves from injury and other potential work place exposures or hazards. The City shall not allow any Vendor employee not dressed in required uniform and PPE to work at Del Norte. The use of cell phones, earphones, or other electronic devices shall not be permitted while Vendor's employees are on duty.

Vendor's employees shall follow Del Norte's work policies: security, appropriate use of equipment, harassment in the workplace, violence in the workplace, and drug-free workplace. The City shall provide Vendor a copy of the aforementioned policies upon award of Agreement. For the purposes of this bid, the Vendor shall provide the City with copies of its harassment in the workplace, violence in the workplace, drug-free workplace policies, as well as all Affordable Care Act compliance documentation. The Vendor agrees that its labor force is employed by the Vendor and, as such, is not subject to any and all benefits provided to regular City employees.

15.0 DISCHARGE, WARNING, AND PROTEST

The City shall be the sole judge of the qualifications and competency of the Vendor's employees at Del Norte and may discharge any employee deemed unsatisfactory, at any time. The Vendor may discharge or otherwise discipline its employees for any reason it determines. The Vendor shall have the discretionary right to dismiss any employee who does not conform to the Vendor's policies, rules, or standards. The City reserves the right to point out deficiencies or misconduct of Vendor's employees that may impact Del Norte's operations. It is the Vendor's responsibility to follow-through by taking corrective measures to remedy any deficiencies or misconduct. The Vendor shall ensure that dismissed employees will not return to, interview for, or work in any position at Del Norte.

16.0 INSURANCE REQUIREMENTS, PERMITS, LICENSES, AND AGREEMENT

Vendor shall maintain in force, at its own cost, at all times during the performance of the assignment, insurance in accordance with the provisions of Exhibit INS-B attached to the Sample Agreement for Trade Services (Attachment I) to this RFB. If the Vendor cannot or will not provide insurance as identified, the City will not enter into an agreement with the Vendor.

17.0 CONTRACTUAL REQUIREMENTS

The successful Vendor will be required to enter into an agreement with the City using the City's standard Agreement for Trade Services.

A sample copy has been provided with this solicitation (Attachment I). Provisions include, but are not limited to, indemnification, insurance requirements, applicable compliance to ordinances, laws, regulations and licenses, City business licenses, and other terms and conditions. If the Vendor is not prepared to accept the terms of Agreement, the Vendor should not submit a bid response.

18.0 CONTRACT TERM

City and Vendor shall enter into a five-year Agreement term.

19.0 INVOICING

The Vendor shall submit an invoice to the City for each temporary employee assigned to the Facility, by the fifteenth (15) day of each month, for the previous month's labor services. Each invoice shall detail each temporary employee's number of hours worked, and the rate set forth in the Agreement. Each monthly invoice shall be accompanied by a copy of the temporary employee's time cards, signed by the City. Each monthly invoice shall also indicate the status of the last three (3) monthly invoices issued by Vendor to the City; status should indicate whether the invoice is paid or unpaid.

20.0 REPORTING REQUIREMENTS

The Vendor shall designate a sole lead contact who will be responsible as the Vendor's site supervisor. Vendor shall provide City with the supervisor's office and cell phone numbers and e-mail address. The City will make all necessary job assignment requests or job task changes through the Vendor's designated site supervisor. This site supervisor must be reachable 24 hours per day, 365 days per year. If off-site, the supervisor shall respond to the City within two (2) hours of the City's call, text or email.

21.0 NUMBER OF FACILITY EMPLOYEES SUBJECT TO CHANGE

The City has full discretion of Del Norte's hours of operation and number of Vendor employees it shall utilize. The assignment start times and number of Vendor employees working in each job classification are subject to change by the City.

22.0 MAINTENANCE OF RECORDS

Vendor employee records for time keeping, onsite training for job skills, and safety training shall be maintained by the Vendor. These records shall be made available to the City, OSHA, and other regulatory agencies upon request, including all OSHA 300 related documentation. Upon completion or termination of Agreement, these records shall be turned over to the City.

23.0 COOPERATION WITH OTHERS

The Vendor shall not willfully or unnecessarily interfere with Del Norte's operations and systems, nor with the City personnel engaged in site operation or equipment maintenance and repair, nor with any other parties performing services at Del Norte. All formal communications shall take place only between the City's designee and the Vendor's site supervisor and backup, except in an emergency.

24.0 PAYROLL CHECKS AND REPORTS

Vendor's employees shall be paid in full weekly or bi-weekly, with a check that includes pay for all hours worked during that previous week, less required deductions and the employee's authorized deductions. The Vendor shall produce certified payroll records within one (1) week upon receiving a written request from the City. Payments for all unused, accrued vacation time and sick leave time for each calendar year shall be paid to Vendor's employees within thirty (30) days of the end of the calendar year, or upon termination or voluntary leave by the employee. Upon written request, the City may audit or inspect any and all Vendor payroll records relating to the work pursuant to the Agreement. The Vendor shall maintain all payroll records and time reports throughout the term of the Agreement.

25.0 COMPLIANCE WITH LAWS AND REGULATIONS

The Vendor shall comply with all applicable federal and state laws, rules and regulations, and all applicable local ordinances, including, but not limited to, environmental, labor, and safety laws; rules, regulations, ordinances, and site permit requirements.

Prospective Vendors shall submit with the bid response form a signed statement from an authorized representative of the Vendor certifying that the Vendor will comply with all applicable federal, state, and local laws, rules and regulations.

The selected Vendor, at its sole expense, shall be responsible for handling all worker compensation injury claims. The Vendor will be expected to cooperate with the City on all investigations, claims or root cause investigations. The City shall have access to copies of all information related to workers' compensation claims, except where prohibited by the laws of the Health Insurance Portability and Accountability Act (HIPAA).

ATTACHMENT A COMPENSATION SCHEDULE

Bidder Name: Pirate Staffing

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 the RFB.

Position	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)
Sorter	\$15.67	\$25.94	65.55%	\$23.51	\$38.91	65.52%
Maintenance Worker Trainee	\$15.67	\$25.94	65.55%	\$23.51	\$38.91	65.52%
Office Assistant I/II	\$15.67	\$23.30	48.67%	\$23.51	\$34.95	48.67%

Note: If the hourly rate paid to the temporary employment is greater than living wage, the City shall accept the percent increase to the hourly rate that corresponds to the increase in the City's living wage each July 1st of the contract.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	2/4/2019_____	#03	2/15/2019
#02	2/6/2019_____	#04	2/20/2019

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.



City of Oxnard
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ATTACHMENT B
COMPANY INFORMATION

Name of Company: Pirate Staffing

Address: 3475 Saviers Rd.

Service to provide: Temporary Employees

Main Point of Contact: Richard Abraham

Fed Tax ID: 82-5787847

City Tax ID: 20-00088509

E-mail: richard.abraham@piratestaffing.com

Phone: 805-486-7175

26.0 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.)

27.0 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 a:	Branch Manager
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BIDDER'S RESPONSE b:	Oversee all branch operations
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BIDDER'S RESPONSE c:	8 years management experience
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BIDDER'S RESPONSE d:	High School Diploma
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BIDDER'S RESPONSE e:	OSHA Certification
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BIDDER'S RESPONSE f:	N/A
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Bidder can add as many sections to this bid response box as they need to state all employees providing services.

CERTIFICATIONS

I, Richard Abraham, a duly authorized agent of Pirate Staffing

Printed Name of Agent/Officer

Name of Organization

hereby certify that Pirate Staffing 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:

Date:

2/15/19

Title of Agent/Officer: Vice 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:	Ventura Regional Sanitation District
Address:	1001 Partridge Dr. Suite #150 Ventura, Ca. 93003
Contact person:	Melissa Grisales
Email address:	melissagrisales@vrsd.com
Telephone address:	805-658-4645
Project name:	Bailard Landfill
Dates worked performed:	Currently Servicing
Summary of scope of services:	Landfill Employees
Project cost:	N/A

Reference 2	
Company name:	City of Ojai
Address:	408 South Signal Hill Ojai, Ca.93023
Contact person:	Miguel Contreras
Email address:	contreras@ojaicity.org
Telephone address:	805-646-5581
Project name:	Public Works Department
Dates worked performed:	Currently servicing
Summary of scope of services:	Project Employees
Project cost:	N/A

Reference 3	
Company name:	Sierra Traffic Service
Address:	460 Lambert St. #K Oxnard, Ca. 93036

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Contact person:	Frank Lucio
Email address:	frank.lucio@sierratrafficinc.com
Telephone address:	805-983-1404
Project name:	N/A
Dates worked performed:	Currently servicing
Summary of scope of services:	Field Employees
Project cost:	N/A

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: Ventura Regional Sanitation District 2016-2019; Temporary to Permanent Landfill/ Waste Water Employees; Dollar Amount of service provided is confidential information; Melissa Grisales 805-658-4645.

City of Ojai 2/2018 to 2/ 2023; Temporary to Permanent Employees; Dollar Amount of service provided is confidential information; Andrea Mackey 805-646-5581.

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

BIDDER'S RESPONSE: N/A



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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 ☒ _____

1. If so, explain the circumstances:



City of Oxnard
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ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Richard Abraham
depose and say that I am Vice President
("Sole Owner", "A Partner", "President", or other proper title)
of Employment Services, LLC
Name of Bidder

Whoever submits this Bid 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.

Signature

Richard Abraham

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 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). 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

Ordinance No. 28522

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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.

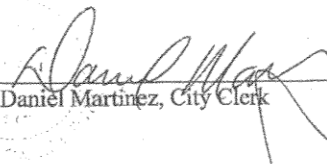
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

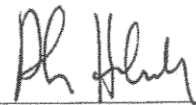
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney



City of Oxnard
Purchasing Department

Solicitation #ER19-45
Bid Close Date: 02/20/18 on or before 2:00 pm PT

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: Richard Abraham

Physical Address: 3475 Saviers Rd.

Phone: 805-486-7175

E-Mail: richard.abraham@piratestaffing.com

Date Principal Business Address Established:

No. of Company Employees at this address:

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

City Business License No.:

Taxpayer Identification No. (TIN): 20-5787847

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

Signature of Company Official
Richard Abraham Vice President

2/15/19

Date

Print Name, Title

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

ER19-45 - TEMPORARY AND SUPPLEMENTAL LABOR SERVICES

Public Works Environmental Resources
 BID OPENING DATE: February 20, 2019

BID TABULATIONS

		Pirate Staffing						Quest Staffing						22nd Century Technologies, Inc.					
		3475 Saviers Road Oxnard, CA 93033 Bidder Status: Valid						405 E. Esplanade Drive, Suite 101 Oxnard, CA 93036 Bidder Status: Valid						220 Davidson Avenue, Suite 118 Somerset, NJ 08873 Bidder Status: Valid					
		#1						#2						#2					
		Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)
Item #	ITEM DESCRIPTION																		
1	Sorter	\$15.67	\$25.94	65.55%	\$23.51	\$38.91	65.52%							\$11.80	\$15.93	35.00%	\$17.70	\$23.01	30.00%
2	Maintenance Worker Trainee	\$15.67	\$25.94	65.55%	\$23.51	\$38.91	65.52%							\$24.00	\$32.40	35.00%	\$36.00	\$46.80	30.00%
3	Office Assistant I/II	\$15.67	\$23.30	48.67%	\$23.51	\$34.95	48.67%	\$15.67	\$25.07	60.00%	\$23.51	\$37.62	60.00%	\$18.00	\$24.30	35.00%	\$27.00	\$35.10	30.00%



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.1

DATE: July 7, 2020

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Adopt a Resolution to Place a Transactions and Use (Sales) Tax Measure on the November 3, 2020 Ballot -- Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure, a Local 1.5 Cent Sales Tax to Collect Funds to be Used Only for Oxnard. (30/30/30)

RECOMMENDATION

That the City Council considers adopting a resolution to place a transactions and use (sales) tax measure on the November 3, 2020 ballot -- Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure, a local 1.5 cent sales tax to collect funds to be used only for Oxnard.

BACKGROUND

Last year the Oxnard City Council made very tough choices in addressing a \$9.2 million General Fund structural deficit for fiscal year 2019-20. These decisions included laying off more than 30 employees, decreasing spending on a number of programs, closing the Carnegie Art Museum, and eliminating subsidized funding for the golf course and the Performing Arts Center. The decisions, along with subsequent increases to revenue, allowed the City to close the budget gap to an operating deficit of only \$2 million as of February 2020. Since then, the COVID-19 pandemic recession has slashed anticipated revenues for the City's General Fund and once again exposed Oxnard's underlying fiscal conditions.

Instead of receiving a status quo budget for fiscal year 2020-2021, the City now faces a sharp reduction in revenue of \$8.4 million for fiscal year 2019-2020, and an additional anticipated \$8.1 million in reduced revenue for the fiscal year 2020-21. In order to balance the budget, the City will be required to use almost all of its reserve funding of \$17.7 million, leaving the City with a rainy day fund of only \$3.4 million.

Additionally, the Measure O ½ cent sales tax is scheduled to sunset in March 2029. Following the 2008 economic recession, Measure O became a lifeline for funding public safety and other municipal services including street repair, recreation and housing. As the City prepared to responsibly cut Measure O allocations, the pandemic's projected impact on Measure O revenues will further stress the City's General Fund, as less Measure O funding will be available for approved programs and projects. As a result, in the near future, the City will need to make additional cuts or reallocate the cost of Measure O-funded programs and projects to the General Fund, which will further increase the General Fund operating deficit.

DISCUSSION

Since 2015, the City has forecasted year-over-year operating deficits for the City's General Fund through 2025. The current pandemic and economic crisis further emphasize that the City needs to make changes to address its long-term financial issues. The City must raise revenues now that repeated cuts, reductions, and layoffs have been implemented -- or the City will be required to further decrease the levels of service to the community, ultimately eliminating entire

programs and services to the community.

The General Fund has a \$142.9 million approved General Fund operating budget for the current fiscal year. Over the next five years, it is estimated that the budget will grow to \$161.2 million if existing service levels and staffing stay the same.

The City's Measure O ½ cent sales tax, which will end in March 2029, has a \$17.5 million proposed operating budget for FY 2020-21. Measure O has long been considered a lifeline for funding components of the City's public safety operations, which receive more than half of Measure O's revenue. In planning for the sunset of the sales tax, City staff has already recommended more than \$1.3 million in cuts and reallocation of the Measure O budget to ensure that the City can finish paying off the debt of a Measure O-funded fire station once the temporary sales tax ends.

Even so, projected deficit spending in the next two years for Measure O totals a combined \$7.0 million, which would deplete Measure O's available reserves, and require a \$0.5 million absorption by the General Fund at the end of FY 2021-22. The recession has accelerated the need to wean off of Measure O.

5-Year General Fund Budget Forecast Projections

Budget Forecast - General Fund

As of 6/22/20

General Fund (\$ in Million)	FY 2019-20 Pre-COVID Estimated Year-End	FY 2019-20 Estimated Year-End POST-COVID	FY20-21 PROPOSED BUDGET	FY21-22 PROJECTED	FY22-23 PROJECTED	FY23-24 PROJECTED	FY24-25 PROJECTED
	Year-End	POST-COVID	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Property Tax	59.1	57.0	61.2	62.2	63.8	65.7	67.7
Sales Tax	33.2	29.8	29.9	31.1	32.6	34.0	35.4
Other Revenue	48.1	45.3	43.8	43.4	44.1	44.9	45.7
Total Revenue	140.5	132.0	135.0	136.7	140.6	144.6	148.8
% Change of Revenue			2%	1%	3%	3%	3%
Staff (exclude Pension)	87.6	87.6	87.6	90.8	94.1	97.7	101.3
Pension	15.3	15.3	15.2	16.7	17.9	19.1	20.2
Other O&M	33.4	33.4	32.0	31.2	32.0	32.8	33.6
Debt Service	6.2	6.2	6.1	6.0	6.0	6.0	6.1
Total Expenditures	142.4	142.4	140.8	144.7	150.1	155.5	161.2
% Change of Expense			-1%	3%	4%	4%	4%
Net Annual Operating	(2.0)	(10.4)	(5.8)	(7.9)	(9.5)	(10.9)	(12.3)
Beginning Balance	19.6	19.6	9.2	3.4	3.4	3.4	3.4
MO Anticipated Deficit Transfer				(.5)	(1.5)	(1.0)	(.7)
Required Budget Cuts to sustain \$3.4M reserve				(8.5)	(10.9)	(11.9)	(13.0)
Ending Balance	17.6	9.2	3.4	3.4	3.4	3.4	3.4
Projected Operating Reserve	12.4%	6.5%	2.4%	2.3%	2.2%	2.2%	2.1%
Reserve Target	17.1	17.1	16.9	17.4	18.0	18.7	19.3
Above/ (Below) Reserve Target	.5	(7.9)	(13.5)	(14.0)	(14.6)	(15.3)	(16.0)

5-Year Measure O Budget Forecast Projections

Budget Forecast - Measure O

As of 6/22/20

Measure O (\$ in Million)	FY19-20	FY20/21				
	DEPARTMENT	DEPARTMENT				
	YEAR-END	ESTIMATE (Post DEPARTMENT				
	CITY COUNCIL	PROPOSED	FY21-22	FY22-23	FY23-24	FY24-25
	Update)	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTED
Sales Tax	13.5	13.2	14.4	15.0	15.7	16.3
Other Revenue	2.1	2.1	1.9	1.9	1.9	1.9
Total Revenue	15.5	15.2	16.2	16.9	17.6	18.2
% Change of Revenue		-2%	6%	4%	4%	4%
Personnel	8.5	8.3	8.6	8.9	9.3	9.7
Debt Service	3.8	3.6	3.6	3.7	3.4	3.2
Other O&M	7.5	5.5	5.6	5.7	5.8	5.9
Capital Equipment & Projects	1.5	.1	.1	.1	.1	.1
Total Expenditures	21.3	17.5	17.9	18.4	18.6	18.9
% Change of Expense		-18%	2%	3%	1%	2%
Net Annual Operating	(5.8)	(2.2)	(1.7)	(1.5)	(1.0)	(.7)
Beginning Balance	12.3	6.5	1.2	(.0)	(.0)	(.0)
Estimated Multi-year Projects Carryover		3.1				
Required Budget Cut or General Fund Subsidy to avoid negative ending balance			.5	1.5	1.0	.7
Ending Balance	6.5	1.2	(.0)	(.0)	(.0)	(.0)

The above forecast is staff's "middle of the road" projection against the numerous unknowns of the COVID-19 pandemic. In other words, staff believes there is an equal chance the forecast will prove too low as too high.

These projections will significantly change for the worse if a surge in virus cases causes a second wave of shutdown orders that result in business closures and a prolonged, or even a second, recession. As it is, this forecast assumes a slow but steady economic recovery, beginning this summer, from the current recession.

Based upon the budget forecast, the City faces an impossible financial future. We can choose the following to address the deficits:

1. Continue to use the General Fund reserves to balance the budget until FY 2021-22, when the City will run out of reserves.
2. Enhance business revenue; progress has been made but this alone would not solve Oxnard's dilemma.
3. Make budget cuts by reducing services to the community; already done over the last five years.
4. Consideration of voter-approved local sales tax; this would fix the structural deficit and is a reliable source of revenue.

In order to achieve budget sustainability, the City must obtain an additional revenue source. Staff recommends a proposed 1.5-cent transactions and use (sales) tax increase that, if approved by voters, would stay in Oxnard, and could not be taken by the State or the County.

COMMUNITY ENGAGEMENT

Prior to the pandemic, City staff attended numerous in-person meetings to interact with the community in order to understand their service priorities and concerns. We participated in 26 neighborhood and community meetings to discuss and hear about the issues facing Oxnard, received feedback, and encouraged the community to remain engaged with City Hall. As part of this effort the City launched Join the Conversation, an informal survey to update the range of community concerns. In the past eight months, the City has received nearly 1,000 responses from residents and we will continue the survey through Labor Day. Staff will also continue to engage the City's residents on important and timely issues facing the community, including our response to the COVID-19 emergency and the urgent concerns raised by the Black Lives

Matter movement.

The City also commissioned a independent, professional Resident Satisfaction and Priorities Survey, conducted between June 6-10, 2020 by Fairbank, Maslin, Maullin, Metz & Associates (FM3). The survey solicited feedback from the community on a host of issues including City service priorities, quality of life concerns, and general community attitudes towards government accountability and increasing City revenues in order to maintain City services. The survey results indicate that nearly 80% of respondents believe that the City has a need for more funding.

The current COVID-19 pandemic emphasizes the need for Oxnard to be prepared for any health crisis while revealing our financial inability to do so with our present resources. Continuing on the City's current unsustainable fiscal path leaves us extremely vulnerable.

It is important that the community decides on the path of the City moving forward. Through staff's ongoing community engagement efforts, members of the public are informed of the issues at stake and continue to provide valuable feedback. Over the past year, the community has continued to emphasize the importance of the City's role in protecting the public's safety. However, the City lacks the available resources to provide the levels of services that the community expects.

Therefore staff recommends providing residents the opportunity to vote on the Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure.

Finally, the proposed ballot measure includes strict accountability requirements including public disclosure of all spending and annual independent financial audits, which will be available online, and all money will be exclusively used for Oxnard and cannot be taken by the State or the County.

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:

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

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Objective 2b. Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.

Objective 2c. Create a standardized template to present financial and other data to the general public.

FINANCIAL IMPACT

The cost of Council approving placement of a transactions and use (sales) tax measure on the November 3, 2020 is estimated to cost \$16,500.

If approved by Oxnard voters, the 1.5 cent sales tax would be effective April 01, 2021, and would generate approximately \$40,000,000 per year for the General Fund.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. Resolution and Ordinance
2. Proposed Sales Tax Presentation
3. Resident Satisfaction and Priorities Survey

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA ORDERING AN ELECTION TO BE HELD ON NOVEMBER 3, 2020 TO CONSIDER THE ADOPTION OF A MEASURE IMPOSING A 1½ CENT TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION; REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION; AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, over 70% of calls to the City of Oxnard Fire Department are related to medical emergencies and the pandemic shows the need for the City to be prepared for any health crisis; and

WHEREAS, the City must continue to ensure Oxnard has enough firefighters, paramedics, fire stations, engines, and lifesaving equipment and communications technology to respond effectively to any medical emergency and save lives; and

WHEREAS, in a major earthquake, many of Oxnard's fire stations, City buildings, and streetlights would likely be crippled, affecting the ability of firefighters, paramedics, and police officers to respond to major medical emergencies, fires, and search and rescue operations locally; and

WHEREAS, the City needs to retrofit fire stations and upgrade equipment so that during such an earthquake, firefighters and paramedics are able to respond to residents' needs; and

WHEREAS, as the financial fallout from the pandemic continues, the City needs to continue to extend a helping hand for residents and families in transition or homeless to help people off the streets, out of parks and into appropriate housing and support programs; and

WHEREAS, a community priority is to retain and attract local businesses and jobs; and

WHEREAS, the health and safety of Oxnard residents remains the City's top priority and the proposed measure allows the City to be better prepared for and recover from any medical or catastrophic emergency including preparing our local Police and Fire departments and paramedics, updating emergency communication systems and maintaining rapid 911 emergency response times; and

WHEREAS, Section 7285.9 of the California Revenue and Taxation Code authorizes any city to levy, increase or extend a transactions and use tax for general purposes at a rate of 0.125 percent, or a multiple thereof, subject to approval by a two-thirds vote of all of the members of the City Council and by a majority of the qualified voters of the City voting in an election on the issue; and

WHEREAS, the City Council desires to submit the City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure to the voters of the City at the General Municipal Election to be held on Tuesday, November 3, 2020, and to be consolidated with any other election to be held on that date; and

WHEREAS, if enacted, a local transactions and use tax of 1½¢ per dollar would provide a protected, stable local source of \$40 million annually to fund the vital general City services the community relies on and help provide fiscal sustainability in the long-term; and

WHEREAS, the proposed City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure is more completely described in the ordinance attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the proposed City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure includes strict accountability requirements including public disclosure of all spending and annual independent financial audits, which will be available online, and all money will be exclusively used for Oxnard and cannot be taken by Sacramento.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that the foregoing recitals are true and correct. The recitals are hereby incorporated into the operative provisions of this Resolution by this reference.

SECTION 2. The City Council hereby proposes the City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure.

SECTION 3. The City Council hereby calls a General Municipal Election for Tuesday November 3, 2020 (the “Election”) and orders, pursuant to Elections Code Section 9222, that the City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure be submitted to the voters at that election.

SECTION 4. The ballot question shall be substantially as follows:

OXNARD 911 SAFETY/MEDICAL RESPONSE, FINANCIAL RECOVERY/ACCOUNTABILITY MEASURE. To maintain 911 emergency response times, natural disaster, public health/emergency preparedness; prevent fire station closures; address homelessness; attract/retain local businesses/jobs; keep public areas safe/clean; secure Oxnard’s long-term financial stability; maintain general services/infrastructure; shall an ordinance establishing 1½¢ sales tax providing \$40,000,000 annually until ended by voters be adopted; requiring annual audits, public disclosure of all spending, used only for Oxnard?	YES	
	NO	

SECTION 5. The text of the proposed City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard. If not provided in the voter guide, upon request, copies will be sent at the expense of the City. Because the revenue generated by the measure would fund general City services, a majority of votes cast is required for the measure to pass.

SECTION 6. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section 10401, order that this election of the City of Oxnard be consolidated with the statewide general election to be held on November 3, 2020, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 7. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the City of Oxnard on November 3, 2020.

SECTION 8. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on Exhibit B, which is attached hereto and made a part hereof, and any and all other services and supplies necessary to complete the election on November 3, 2020. The City shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 9. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 10. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 11. The City Council directs the City Clerk to transmit a copy of the measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law. Any person or persons may file an argument either for or against the ballot measure. An argument for or against the measure shall not exceed 300 words in length. If more than one argument is submitted for the measure, or more than one argument against the measure, the City Clerk shall select the argument to be included with the ballot materials. Rebuttal arguments shall be permitted pursuant to applicable law.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 15. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

SECTION 16. This Resolution shall be effective immediately upon adoption.

APPROVED and ADOPTED this 7th day of July, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, IMPOSING A 1½ CENT TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION (CITY OF OXNARD 911 SAFETY, MEDICAL RESPONSE, FISCAL RECOVERY AND ACCOUNTABILITY MEASURE)

THE PEOPLE OF THE CITY OF OXNARD DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Article VII is hereby added to Chapter 13 of the Oxnard City Code to read as follows:

“ARTICLE VII. City of Oxnard 911 Safety, Medical Response, Financial Recovery & Accountability Measure

Section 13-100. SHORT TITLE. This Ordinance (Article VII of Chapter 13 of the Oxnard City Code) shall be known as the “City of Oxnard 911 Safety, Medical Response, Financial Recovery & Accountability Measure”. This Ordinance imposes a new transactions and use tax within the incorporated territory of the City.

Section 13-101. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

Section 13-102. PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

(A) To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2, authorizing the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(B) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(C) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

(D) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

Section 13-103. CONTRACT WITH STATE. Prior to the Operative Date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 13-104. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one and one-half cents (1.50¢) per dollar of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this Ordinance. Said tax is in addition to the tax imposed by City of Oxnard Ordinance No. 2779.

Section 13-105. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the State sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Section 13-106. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of this Ordinance for storage, use or other consumption in said City at the rate of one and one-half cents (1.50¢) per dollar of the

sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made. Said tax is in addition to the tax imposed by City of Oxnard Ordinance No. 2779.

Section 13-107. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

Section 13-108. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(A) Wherever the State of California is named or referred to as the taxing agency, the name of the City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California.
2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.
3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the State under the said provision of that code.
4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(B) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the district" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the state by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of the Internal Revenue Code and the regulations thereunder.

Section 13-109. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Section 13-110. EXEMPTIONS AND EXCLUSIONS.

(A) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any State-administered transactions or use tax.

(B) There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a

declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Ordinance, in which case the tax rate shall be the rate in effect in the City prior to the Operative Date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this Ordinance, in which case the tax rate shall be the rate in effect in the City prior to the Operative Date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this subdivision (B), the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(C) There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any State-administered transactions and use tax ordinance. For purposes of this subdivision, the phrase 'any State-administered transactions and use tax ordinance' excludes the tax imposed by City of Oxnard Ordinance No. 2779. Thus, the gross receipts of a sale which have been subject to a transaction tax pursuant to City of Oxnard Ordinance No. 2779 are not exempt from the use tax imposed by this Ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Revenue and Taxation Code Sections 6366 and 6366.1.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this Ordinance, in which case the tax rate shall be the rate in effect in the City prior to the Operative Date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this subdivision (C), storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7) of this subdivision (C), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(D) Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 13-111. AMENDMENTS. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the

rate of tax imposed by this Ordinance. The City Council may amend this Ordinance as deemed necessary for collection and enforcement, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

Section 13-112. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 13-113. AMENDMENTS BY CITY COUNCIL. The following amendments to this Ordinance must be approved by the voters of the City: increasing the tax rate; revising the methodology for calculating the tax, such that a tax increase would result; imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of law); or terminating the tax. The City Council may otherwise amend this Ordinance without submitting the amendment to the voters for approval in any manner which does not constitute a tax "increase" as that term is defined in Government Code Section 53750(h).

Section 13-114. USE OF PROCEEDS. The proceeds from the tax imposed by this Ordinance shall be for unrestricted general revenue purposes of the City and shall be received into the general fund of the City. Nothing in this Ordinance shall constitute the tax imposed under this Ordinance as a special tax, or bind the City to use the proceeds for any specific purpose or function; the City Council shall retain discretion to expend the proceeds of the tax for any lawful purpose of the City.

Section 13-115. AUDIT AND REVIEW. The proceeds of the tax imposed by this Ordinance, well as the expenditure thereof, shall be audited annually by an independent accounting firm as part of the City's annual audit. The City Council shall discuss the results of such audit at a meeting of the City Council that is open to the public and the audit results shall be posted on the City's website."

Section 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The People of the City of Oxnard hereby declare that they would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intend that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 3. Upon approval by the voters, the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be published according to law.

Section 4. This Ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately upon approval by the voters.

PASSED AND APPROVED by the voters of the City of Oxnard, State of California, at the Municipal Election held on November 3, 2020.

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
MEASURES

TO: **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters

FROM: **City of Oxnard**

City, School District or Special District Name

Signature of Authorization

ELECTION: Presidential General

DATE: November 3, 2020

SERVICES REQUESTED: Place a mark next to the desired services.

ITEM #1

PUBLICATIONS

☒

A. County elections official is requested to publish: Notice of Election of Measure, Election Officers and Polling Places.

☐

B. City/District will publish.

ITEM #2

COUNTY VOTER INFORMATION GUIDE PUBLICATION

☒

A. Print Full Measure Text.

☐

B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3

MEASURE/INITIATIVE PROPONENT FILINGS

☐

A. Random sample of 500 signatures.

☐

B. Full check of all signatures submitted.

ITEM #4

ELECTION NIGHT RESULTS

☒

On-line results

☐

E-mail _____

PERCENTAGE OF VOTES REQUIRED FOR PASSAGE OF MEASURE:

50% + 1

ELECTIONS DIVISION SERVICES PROVIDED:

SIGNATURE CHECKING – County elections to prepare the set-up and verification of signatures submitted on an initiative, recall or referendum attempting to qualify for the ballot.

OFFICIAL FILING – County elections to serve as filing official for all measure document filings, i.e. deadline filing dates, maximum number of words, forms, and format.

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL – Ventura County Elections Division to provide one master set for copying.

SPANISH TRANSLATIONS – County elections official will arrange for all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES – County elections official will arrange for all printing of arguments/analyses in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS – County elections official will handle all Vote By Mail ballots, including the checking of applications and ballot mailing. Applications and envelopes will be provided to City Clerks.

The undersigned requests the above election services to be performed by the County Elections Official and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for services requested upon presentation of a bill.

Name of
School District: N/A

Signature & Title: _____ Michelle Ascencion, City Clerk

Date: July 7, 2020

Rev. 10/04/17



Proposed Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure

July 7, 2020

Proposed Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure

PROPOSED BALLOT QUESTION	
OXNARD 911 SAFETY/MEDICAL RESPONSE, FINANCIAL RECOVERY/ACCOUNTABILITY MEASURE. To maintain 911 emergency response times, natural disaster, public health/emergency preparedness; prevent fire station closures; address homelessness; attract/retain local businesses/jobs; keep public areas safe/clean; secure Oxnard's long-term financial stability; maintain general services/infrastructure; shall an ordinance establishing 1½¢ sales tax providing \$40,000,000 annually until ended by voters be adopted; requiring annual audits, public disclosure of all spending, used only for Oxnard?	YES
	NO

To
improve,
or not...



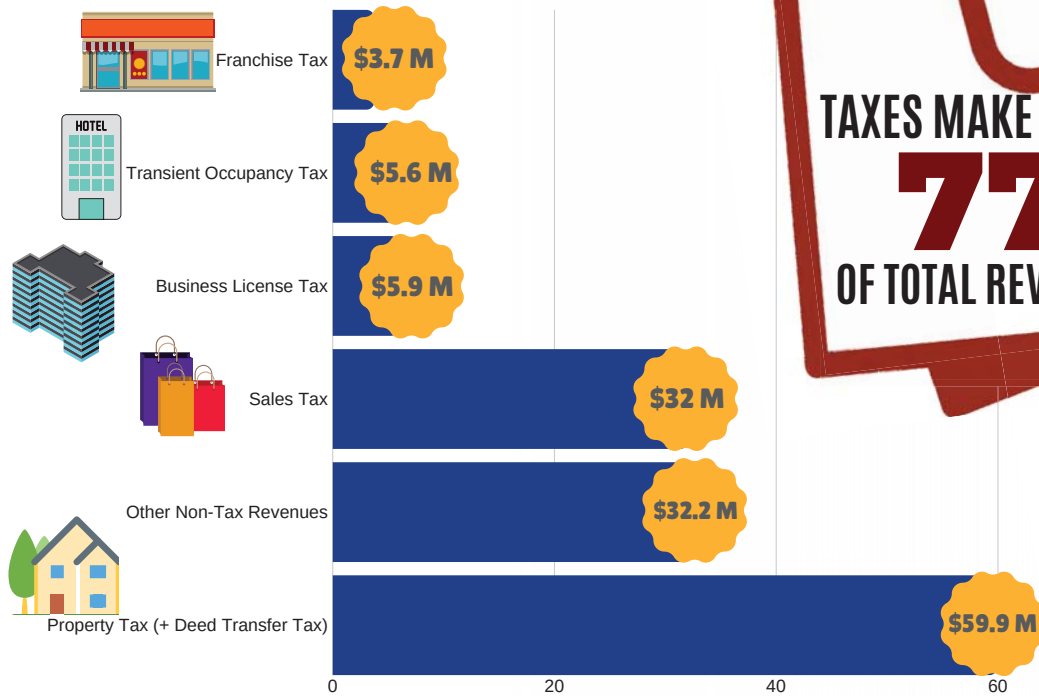
3

IF NOTHING CHANGES...



4

How Local Government is Funded

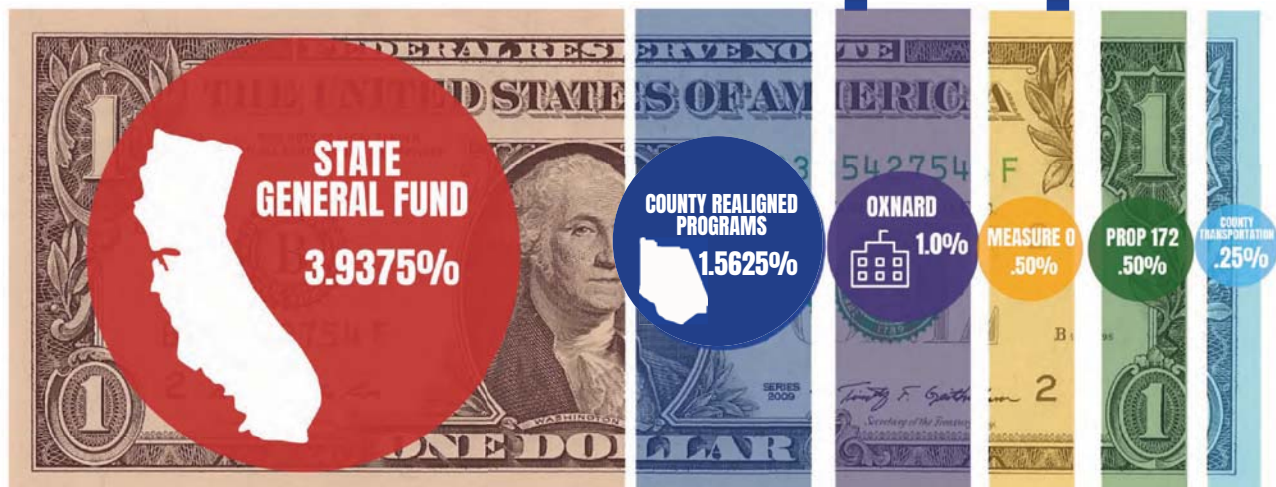


5

HOW MUCH OF THE SALES TAX STAYS IN OXNARD?

LOCAL TAX REVENUES

- Of 7.75%, 1.0% goes to the City
- Plus an additional .50% for Measure O (expires March 2029)



6

Sales Tax

\$20 Shirt



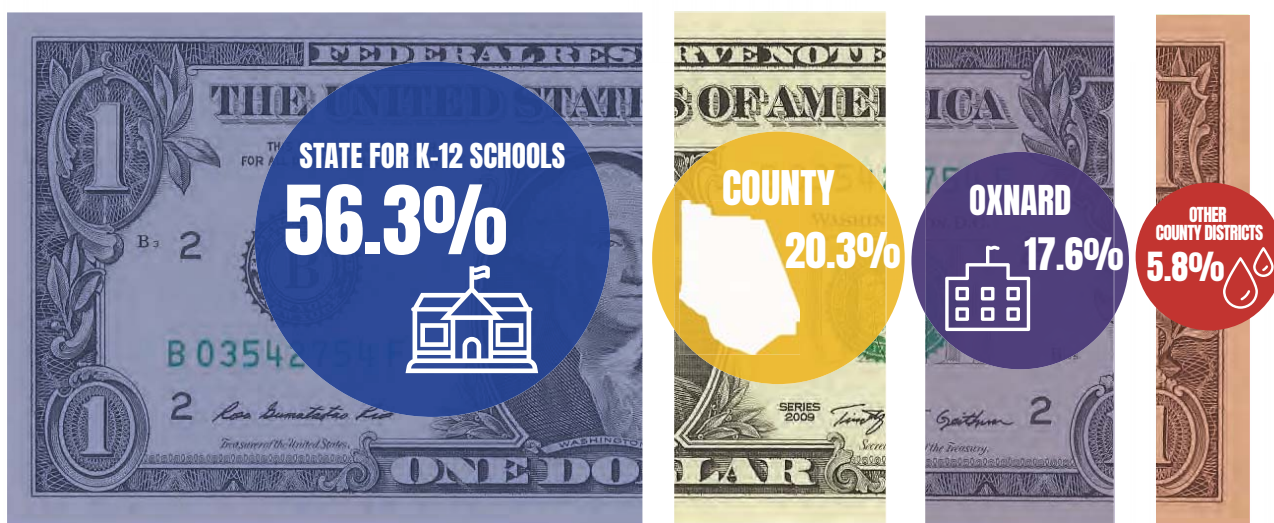
Purchased in Oxnard



The City gets
30 cents
of the total \$1.55 in sales tax

Property Tax

WHERE DO YOUR
PROPERTY TAXES
GO?



RESTRICTED REVENUES

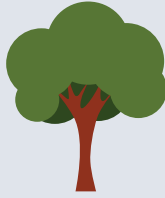


UTILITIES



Funds can only be spent on respective water, sewer and trash operations and capital

GRANTS



Funds can only be spent on grant-specific eligible expenses

SPECIAL TAXES



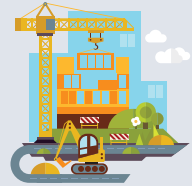
I.e. The Gas Tax - restricted to streets and rights of way

SPECIAL ASSESSMENTS



Funds can only be spent on district-related activities collected on top of 1% property tax

BOND PROCEEDS



Funds must be used for specific purposes

9

Budget Forecast - General Fund

Budget Forecast - General Fund

As of 6/22/20

General Fund (\$ in Million)

	FY 2019-20 Pre-COVID Estimated Year-End	FY 2019-20 Estimated Year-End POST-COVID	FY20-21 PROPOSED BUDGET	FY21-22 PROJECTED	FY22-23 PROJECTED	FY23-24 PROJECTED	FY24-25 PROJECTED
Property Tax	59.1	57.0	61.2	62.2	63.8	65.7	67.7
Sales Tax	33.2	29.8	29.9	31.1	32.6	34.0	35.4
Other Revenue	48.1	45.3	43.8	43.4	44.1	44.9	45.7
Total Revenue	140.5	132.0	135.0	136.7	140.6	144.6	148.8
% Change of Revenue			2%	1%	3%	3%	3%
Staff (exclude Pension)	87.6	87.6	87.6	90.8	94.1	97.7	101.3
Pension	15.3	15.3	15.2	16.7	17.9	19.1	20.2
Other O&M	33.4	33.4	32.0	31.2	32.0	32.8	33.6
Debt Service	6.2	6.2	6.1	6.0	6.0	6.0	6.1
Total Expenditures	142.4	142.4	140.8	144.7	150.1	155.5	161.2
% Change of Expense			-1%	3%	4%	4%	4%
Net Annual Operating	(2.0)	(10.4)	(5.8)	(7.9)	(9.5)	(10.9)	(12.3)
Beginning Balance	19.6	19.6	9.2	3.4	3.4	3.4	3.4
MO Anticipated Deficit Transfer				(.5)	(1.5)	(1.0)	(.7)
Required Budget Cuts to sustain \$3.4M reserve				(8.5)	(10.9)	(11.9)	(13.0)
Ending Balance	17.6	9.2	3.4	3.4	3.4	3.4	3.4
Projected Operating Reserve	12.4%	6.5%	2.4%	2.3%	2.2%	2.2%	2.1%
Reserve Target	17.1	17.1	16.9	17.4	18.0	18.7	19.3
Above/ (Below) Reserve Target	.5	(7.9)	(13.5)	(14.0)	(14.6)	(15.3)	(16.0)

10

Budget Forecast - Measure O

Budget Forecast - Measure O

As of 6/22/20

Measure O (\$ in Million)	FY19-20		FY20/21			
	DEPARTMENT		DEPARTMENT			
	YEAR-END		YEAR-END			
	ESTIMATE (Post	Update)	PROPOSED	PROJECTED	PROJECTED	PROJECTED
Sales Tax	13.5	13.2	14.4	15.0	15.7	16.3
Other Revenue	2.1	2.1	1.9	1.9	1.9	1.9
Total Revenue	15.5	15.2	16.2	16.9	17.6	18.2
% Change of Revenue		-2%	6%	4%	4%	4%
Personnel	8.5	8.3	8.6	8.9	9.3	9.7
Debt Service	3.8	3.6	3.6	3.7	3.4	3.2
Other O&M	7.5	5.5	5.6	5.7	5.8	5.9
Capital Equipment & Projects	1.5	.1	.1	.1	.1	.1
Total Expenditures	21.3	17.5	17.9	18.4	18.6	18.9
% Change of Expense		-18%	2%	3%	1%	2%
Net Annual Operating	(5.8)	(2.2)	(1.7)	(1.5)	(1.0)	(.7)
Beginning Balance	12.3	6.5	1.2	(.0)	(.0)	(.0)
Estimated Multi-year Projects Carryover		3.1				
Required Budget Cut or General Fund Subsidy to avoid negative ending balance			.5	1.5	1.0	.7
Ending Balance	6.5	1.2	(.0)	(.0)	(.0)	(.0)

11

Year-Over-Year Budget Cuts: 2015 - 2020



12

Consequences of the Cuts

PUBLIC WORKS



OVERGROWN MEDIANS

DECREASED MAINTENANCE CYCLE

- Currently landscaping **1 time per year**
- Ideal would be **1 time per month**



POTHOLES IN STREETS

NEEDS MORE FUNDING TO MAINTAIN STREETS

- It would cost **\$13.1 million a year to maintain** current street conditions
- Budget for FY 19-20 **is \$11.5 million**



BROWNING PARKS

DECREASED FUNDING & MAINTENANCE CYCLE

- Less watering due to costs
- Currently **mowing 1 time per month**
- Ideal would be **1 time per week**

13

Consequences of the Cuts

CULTURAL & COMMUNITY SERVICES



CLOSED CARNEGIE ART MUSEUM

- Netted \$522,000 in saving



REDUCED FUNDING

- Library Services
- PAL
- City Corp
- Youth Programming & Sports
- Seniors

OVER \$5 MILLION IN REDUCTIONS SINCE 2015

14

Public Works

Streets & Alleys Maintenance



1,032
Miles of Lanes

453 miles of streets =
1,032 miles of lanes

FUNDING SOURCES

- Gas Tax
- General Fund (Measure O)



650
Miles of Sidewalk

FUNDING SOURCES

- Gas Tax
- General Fund (Measure O)



70
Miles of Alleys

FUNDING SOURCE

- General Fund (Measure O)

15

Public Works

Streets & Alleys Maintenance



Pavement Condition Index (PCI) Goals



FY 2019-2020
Approved CIP Budget
\$11.5M

What would it cost the City annually for improvements?

70
PCI

\$18M/yr.
to achieve by 2028

80
PCI

Approximately
\$38.4M/yr.
to achieve by 2028

16

Public Works Tree Maintenance



56,000
TREES IN OXNARD

Current FY 2019-20 budget
allows for addressing

1,562
TREES THIS YEAR

- 35-year cycle
- \$250,000 one time budget

The goal would be addressing

5,600
TREES EACH YEAR

Would require an
increased budget to
create:

- 10-year cycle
- \$896,000 annual budget



17



Statewide Crises



SEVERE HOUSING SHORTAGE

- Insufficient housing built
- NIMBYism
- Unaffordable home prices
- High rents



HOMELESSNESS

- California homeless crisis
- Local government resources are stretched thin
- State is slow to provide funding to cities
- Only top 13 cities get direct homeless funding



18

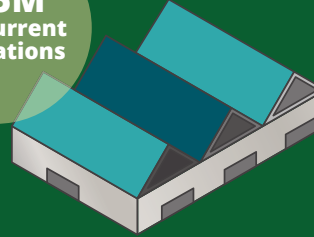
Homelessness Resources

INCREASE STAFFING



FUNDING

\$2.5M
for current
operations



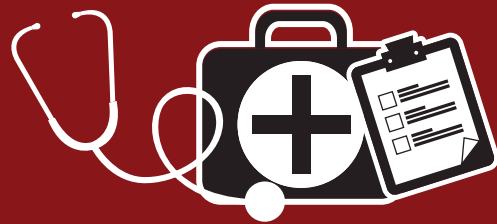
\$2.5M
to continue
current operations

\$2.5M
to invest and build a
Comprehensive
Homeless Solutions
Center

HOUSING FIRST



SERVICES



19

Consequences of the Cuts

POLICE DEPARTMENT



Re-assigned 13 officers back to patrol from neighborhood policing due to budget cuts

Numerous positions eliminated, including:

- | | |
|------------------------------|--|
| • Street Narcotics Unit | • K9 officer |
| • Cold Case Detective | • Fraud Investigator |
| • Graffiti Detective | • Alcohol Compliance Officer |
| • Assistant Chief | • 2 Code Compliance Officers |
| • Animal Safety Officer | • Victim Advocate |
| • Gang Injunction Prosecutor | and a reduction in CBD security contract |

20

Police Department



OXNARD'S POLICE SERVICES ARE STRETCHED THIN AND THE DEMANDS ARE INCREASING

We need to **restore** and **maintain** a police department with more officers and updated technology



1 Improve response times



2 Increase neighborhood policing and downtown patrols



3 Help fight against violent crime and property crime

21

Fire Department

911 Emergency Medical Response



Seconds count in an emergency!



OVER
75%
OF CALLS

- Are related to medical emergencies

6 MINUTES
TO RESPOND

- We want to hit 4 minute response times

The City must ensure that Oxnard is able to respond quickly to emergencies and save lives by having the needed:



Firefighters



Paramedics



Fire Stations



Engines



Lifesaving Equipment



Communications Technology

22

Fire Department

Resources Compared to Huntington Beach



Oxnard Fire Department protects:

55K houses / apartment units

44K structures

71 schools

23

Pre- and Post-Pandemic Budget Impacts

WARNING: Estimates subject to changes

FY 2019-2020 PROJECTED
-\$2M
GENERAL FUND OPERATING DEFICIT

PRE- PANDEMIC

CORONAVIRUS BUDGET IMPACTS

FY 2019-2020
-\$8.4M
LOSS IN REVENUE

FY 2020-2021
-\$8.1M
LOSS IN REVENUE

POST- PANDEMIC



STABILITY

FY 2019-2020

- Made tough choices
- \$5.3 million in permanent, ongoing budget cuts
- Staff prepared to propose a "status quo" budget for Fiscal Year 2020-2021



RECESSION

FY 2019-2020

- Coronavirus craters City revenues
- Halts all progress



RECOVERY

FY 2020-2021

- Projected revenue losses continue
- Many unknowns
- Use of General Fund reserves



SALES TAX

BUDGET SUSTAINABILITY

- Fully staffed public safety services
- Properly maintained medians and trees
- Properly maintained parks
- Maintain 911 emergency response times
- Timely road maintenance
- Improving ability to respond quickly to natural disasters

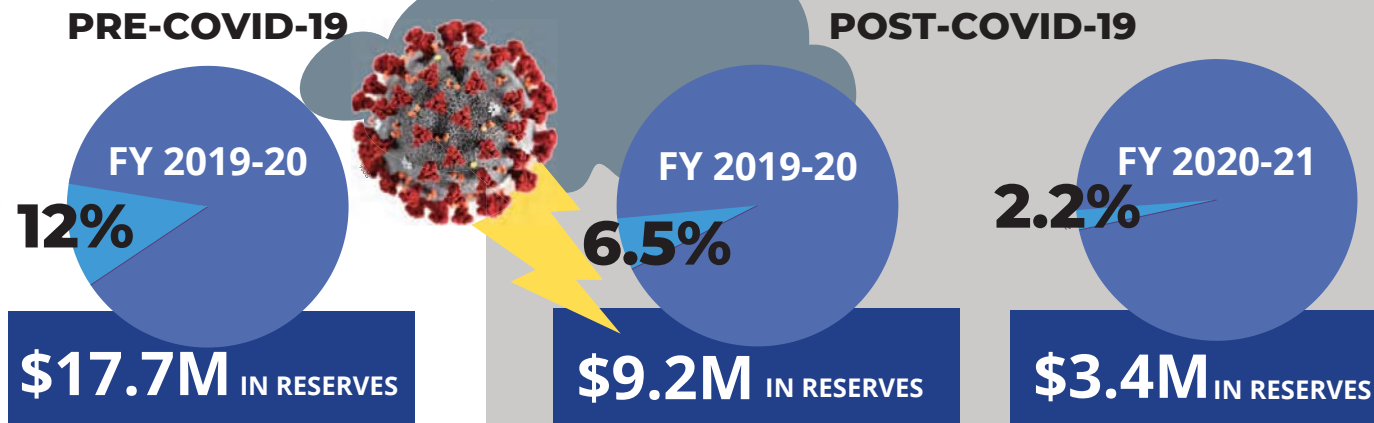
24

Important Policy Reminder - General Fund (101)

City will be operating below reserve policy

RESERVES (RAINY DAY FUND)

The City sets aside a certain amount of funding for an emergency. The City's current reserves are:



Oxnard continues to deplete its reserves. This is not good.
Mid-Year budget review may require adjustments, including program eliminations.

25

Progress

ECONOMIC DEVELOPMENT



PUC CREDIT SALE

Council approved the sale of unused power line underground funds for a total of **\$1.77 million**



BILLBOARDS

Four permits filed for billboards, which if approved will net the City an estimated **\$550K minimum per year**



CANNABIS

Council approved the Manufacturing & Distribution of Cannabis. In 2021, **Manufacturing revenue** is estimated to be **\$75K** and **Distribution revenue** is estimated at **\$40k**

(Both estimates are 50% of annual estimate)



SOUTH OXNARD

Efforts to form a Community Benefits District for the **Saviers Rd. corridor**

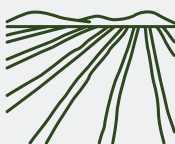


DOWNTOWN

Made significant progress addressing the development of Downtown Oxnard prior to the pandemic



SAKIOKA FARMS



Finalized the development map after eight years

FEES

Council approved updated development impact fees, some of which haven't been updated since 1972



26

Progress, cont'd.



IMPROVED FINANCIAL MANAGEMENT



FINANCIAL TRANSPARENCY

Launched a **NEW financial portal** that provides the community with tools to learn more about the City's finances and access reports

AUDIT

City achieved **NO NEW "MATERIAL WEAKNESSES"** for the first time since 2014



GAS TAX BONDS

Secured **\$400K** in savings every year through bond refinancing



IMPROVED BOND OUTLOOK



S&P **revised its outlook** from "stable" to "**positive**" and affirmed its existing "**A**" **issuer credit rating**

AUDITOR LETTER

City's auditor issued "**Letter of Encouragement**" noting **City's significant progress addressing prior financial issues** and rebuilding, recovering & reconnecting with the community



27

Progress, cont'd.

CORRECTING PAST ERRORS



GOLF COURSE



Council approved new management contract to eliminate City subsidies

PACC



Council approved a 5-year agreement with Sterling Venue Ventures to operate the PACC without City subsidies

MEASURE B



The Oxnard Government Accountability and Ethics Act was approved by voters to institutionalize good governance and financial transparency

MAJOR SOFTWARE CHANGE

Council approved a new enterprise software system that will replace the system installed in the '80s and will increase transparency and minimize human error for many City operations



STREAMLINING PERMIT PROCESS

Identified and eliminated permitting bottlenecks and redundancies; reduced plan check review times



UNDISCOVERED LANDMINES

City continues to address problems from the past as they are discovered



28



ENACTING GOOD GOVERNANCE AND ACCOUNTABILITY



Sunshine Ordinance



**Launched Interactive
Financial Reporting Tool**

• www.oxnard.org/finances

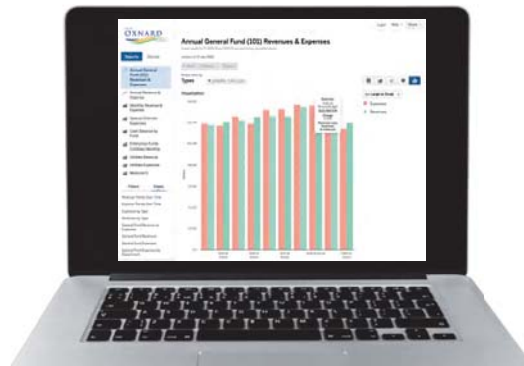


Committee System



Measure B

• March 2020 election

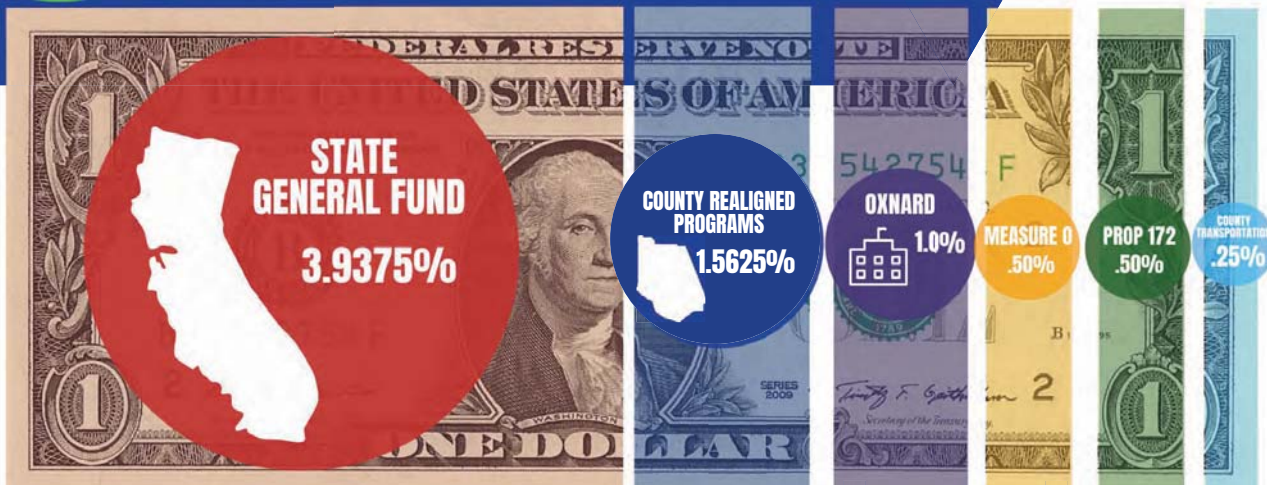


CITY OF
OXNARD
CALIFORNIA

29

CITY OF
OXNARD
CALIFORNIA

PROTECT LOCAL CONTROL OF SALES TAX MONEY



LOCAL TAX REVENUES

- Of 7.75%, 1.0% goes to the City
- Plus an additional .50% for Measure O (expires March 2029)

ALLOWABLE SALES TAX RATES



State of California Tax Brackets for All Cities

Maximum is 10.25

10.00 +	30 cities
9.00 +	130 cities
8.00 +	130 cities
7.25 +	180 cities

Minimum is 7.25

Source: State of California City & County Sales & Use Tax Rates (effective April 1, 2020)

31

ALLOWABLE SALES TAX RATES

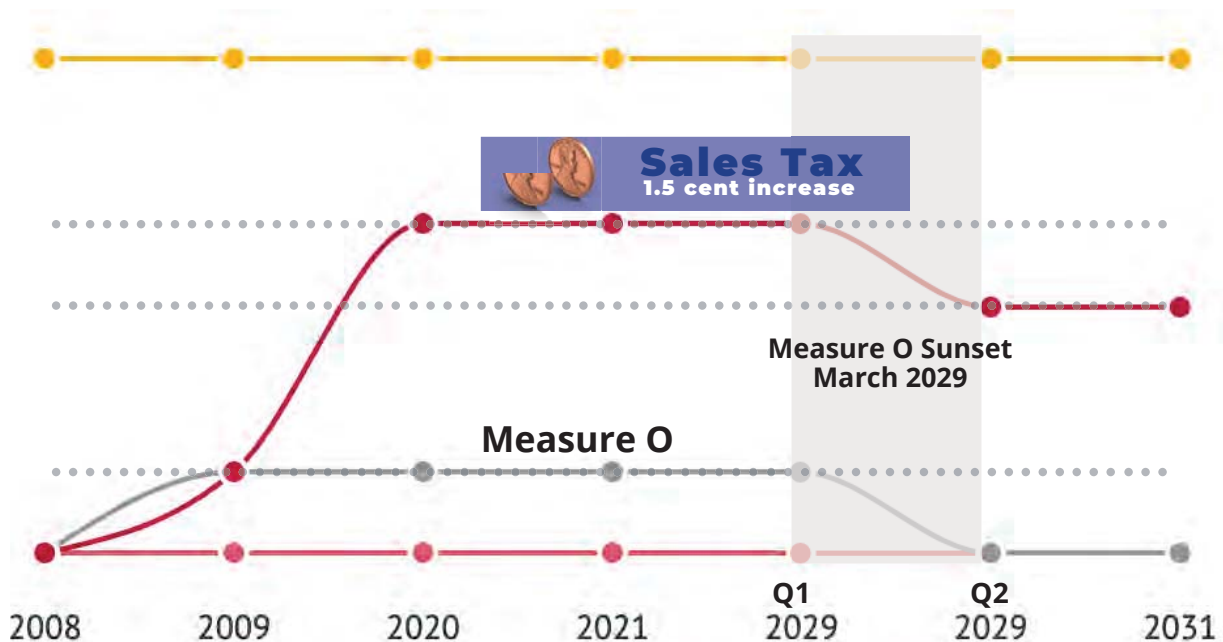
10.25
maximum

9.25

8.75

7.75

7.25
minimum



32

What's important to our residents?

Medical Emergency Response



Ensure Oxnard has enough firefighters, paramedics and lifesaving equipment to **respond effectively to any medical emergency**

Addressing Homelessness



Help **residents and families in transition or homeless** to get off the streets, out of parks and into housing and support programs

911 Response

Maintaining **rapid 911 emergency response times** in order to save lives



Emergency Preparedness

Ensure fire stations, City buildings, and streetlights withstand a major earthquake to **ensure firefighters, paramedics, and police officers can respond** in an emergency



Local Businesses and Jobs



Prioritize **retaining and attracting local businesses and jobs** to the City of Oxnard



Accountability

Improving financial accountability and requiring public disclosure of all spending

33

Proposed Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure

PROPOSED BALLOT QUESTION	
OXNARD 911 SAFETY/MEDICAL RESPONSE, FINANCIAL RECOVERY/ACCOUNTABILITY MEASURE. To maintain 911 emergency response times, natural disaster, public health/emergency preparedness; prevent fire station closures; address homelessness; attract/retain local businesses/jobs; keep public areas safe/clean; secure Oxnard's long-term financial stability; maintain general services/infrastructure; shall an ordinance establishing 1½¢ sales tax providing \$40,000,000 annually until ended by voters be adopted; requiring annual audits, public disclosure of all spending, used only for Oxnard?	YES
	NO

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TO Interested Parties

FROM FM3 Research

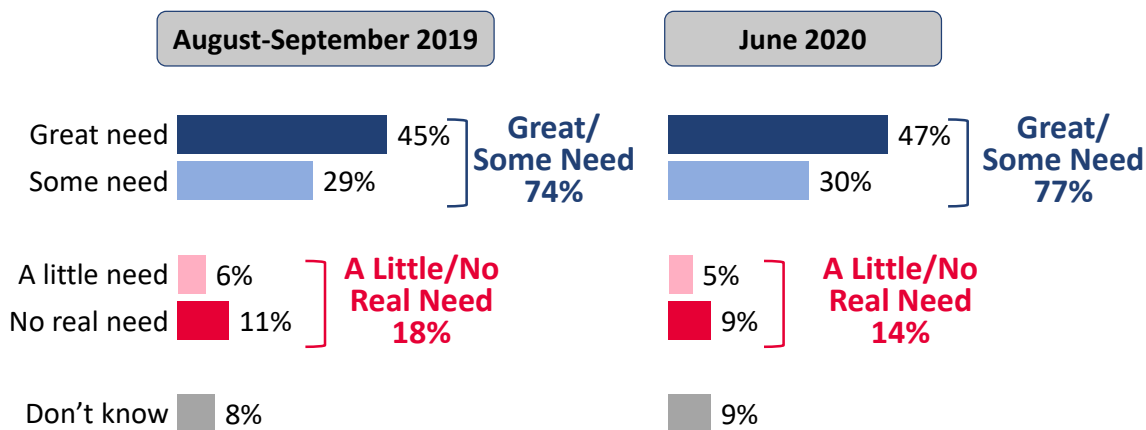
RE: Results of Survey of Oxnard Residents

DATE June 25, 2020

Fairbank, Maslin, Maullin, Metz & Associates (FM3) recently completed a survey of Oxnard residents regarding community satisfaction and priorities.ⁱ The survey follows earlier research conducted by FM3 in August-September 2019. Key findings from the survey include:

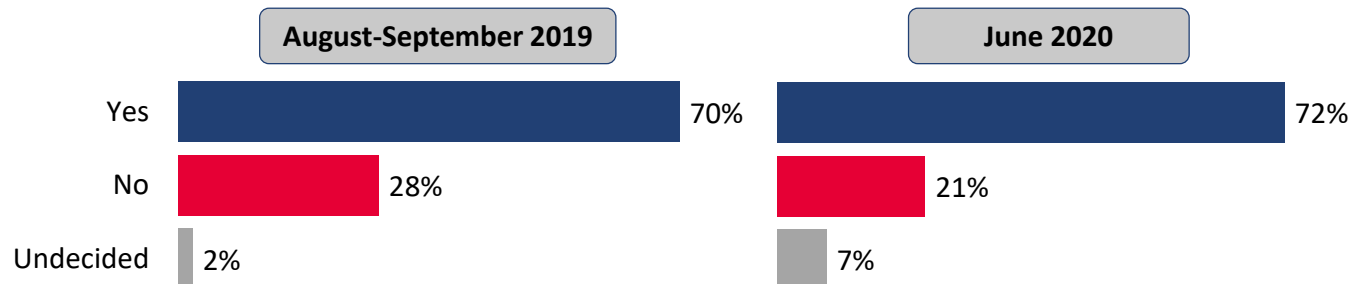
More than three-quarters of respondents now believe the City has a need for additional funding to provide local services, an increase from August-September of last year. Nearly half (47%) of respondents said the City has a “great need” for funding and another 29 percent said the City has “some need.” Less than 10 percent said the City has no real need for additional funding. **(Figure 1).**

Figure 1: Oxnard’s Need for Funding



Similarly, there has also been an increase in the level of support for a potential local measure to provide funding to support Oxnard local recovery and relief services by establishing a one and a half cent sales tax.ⁱⁱ Based solely on the description provided in the survey, 72 percent of respondents said they would vote “yes” on the measure, far above the 50 percent majority threshold for passage of the measure, well outside the survey’s margin of error, and two percentage points higher than the previous survey. Twenty-one percent would vote “no” and seven percent were undecided **(Figure 2 on the following page).**

Figure 2: Support for Potential Oxnard Revenue Ballot Measure



Support for the potential new local emergency recovery and relief funding measure continues to be widespread with majorities favoring it in every Council District, and across age, gender, and racial/ethnic identity, among other demographic groups.

Respondents’ top City priorities include maintaining 911 emergency response times, retaining and attracting local businesses and jobs, and natural disaster response (Figure 3 below and on the following page). Many City priorities continue to be considered highly important by large numbers of survey respondents. The most important City priority identified by respondents was “maintaining 911 emergency response times,” which nearly nine-in-ten respondents (89%) identified as either “extremely” or “very” important. Eighty-five percent rated “retaining and attracting local businesses and jobs” as extremely or very important and 84% rated “improving the City’s ability to be self-sufficient and respond quickly and effectively to natural disasters such as an earthquake or wildfire” that way. Other high priorities for the Oxnard City government are listed in the figure below.

Figure 3: Most Important City Priorities

Priorities	% “Extremely” or “Very Important”
Maintaining 911 emergency response times	89%
Retaining and attracting local businesses and jobs	85%
Improving the City's ability to be self-sufficient and respond quickly and effectively to natural disasters such as an earthquake or wildfire	84%
Addressing homelessness	82%
Keeping public areas safe and clean	82%
Protecting the public's safety	81%
Improving public health emergency preparedness	81%
Maintaining fire protection	81%
Maintaining storm drains to prevent ocean and beach pollution	80%

Priorities	% “Extremely” or “Very Important”
Funding city and community-provided health services to prepare for medical emergencies, like the coronavirus outbreak	80%
Continuing to address homelessness and helping families and residents in transition	78%
Supporting local businesses through the recovery	76%
Maintaining police protection	75%

In addition, respondents largely approve of the job the City government has done to respond to the coronavirus pandemic (Figure 4). Over 70% of respondents said they approve of the job the City government has done, which is more than four times the number who disapprove (17%). Another 12% were unsure about how to rate the City’s performance on this issue.

Figure 4: Approval of Oxnard City Government’s Response to the Coronavirus Pandemic



ⁱ **Methodology:** From June 6th – 10th, 2020, FM3 completed 500 interviews via landline and cellular telephones with Oxnard residents with a voting history that makes them likely to vote in the November 2020 election. The survey was available in English and Spanish. Results have a margin of sampling error of $\pm 4.4\%$ at the 95% confidence interval. Some percentages may not sum to 100% due to rounding.

ⁱⁱ The ballot question tested in the survey read as follows: **“OXNARD EMERGENCY RELIEF/RECOVERY, LOCAL PUBLIC SAFETY/VITAL SERVICES MEASURE.** To protect the public’s safety; maintain 911 emergency response, natural disaster/public health emergency preparedness; prevent fire station closures; maintain storm drains; address homelessness; support local businesses; secure long-term financial stability, maintain other general services/infrastructure; shall an ordinance establishing 1½¢ sales tax providing \$40,000,000 annually until ended by voters be adopted; requiring audits, public disclosure of spending, all funds only for Oxnard?”



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.2

DATE: July 7, 2020

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Adoption of Resolution Amending Implementation Date of Specific New and Increased Development Impact Fees For Projects Meeting Specific Criteria. (10/10/10)

RECOMMENDATION

That the City Council adopt a resolution amending the implementation date of specific new and increased Development Impact Fees for projects meeting specific criteria.

BACKGROUND

Development Impact Fees (DIF) are one-time fees paid by new development to fund the cost of providing municipal facilities to serve that development. This authorization exists through the enactment of California Government Code sections 66001 through 66025 (also known as the "Mitigation Fee Act" and sometimes referred to as "AB1600"). The Mitigation Fee Act is premised on the concept that new development pays its own way, or, put another way, new development has to mitigate its own impacts on the system. This process includes making a determination that there is a reasonable relationship between the purpose of the fee, the fee's use and the type of development project on which the fee is imposed. In order for DIF to be legally enforceable, a community must conduct an analysis that identifies anticipated growth that is related to infrastructure costs and apportion those costs to project development. This is distributed by type of development, square foot, dwelling unit, or per trip basis - with the intent that this impact fee type of distribution equitably mitigates the impact of development on City resources, amenities and infrastructure.

On May 19, 2020, the City Council considered and approved Resolution No. 15,329 after conducting a duly noticed public hearing regarding the adoption of updated DIFs. The Council's action provided relief to pending and future developments by phasing in the implementation of the fees. The Council agreed to implement those DIFs increasing by up to 50% immediately, then delaying implementation of those fees increasing by more than 50% as follows: apply 50% of the additional increase immediately, 25% of the additional increase in July 2021, and the final 25% of the additional increase in July 2022.

ANALYSIS/DISCUSSION

The May 19, 2020, staff report provided the following option in terms of the applicability date of the various DIFs for development project that has:

1. Obtained an approved planning entitlement shall be permitted to apply the current fees; and
2. Obtains a building permit within 12 months of the effective date of the new DIFs.

During City Council deliberations, statements were made regarding providing relief by allowing pending development projects that met a certain criteria to pay the existing DIF fees. City Council consensus was not specifically included in

the motion introduced and passed by a majority of the City Council. The purpose of this agenda item is to provide an updated resolution amending the effective date of new and increased DIFs for pending projects meeting specific criteria.

It is often difficult for developers to adjust budget assumptions too far into the development process, especially since other development cost factors such as land price, labor and supplies are not flexible. Therefore, to allow for the developments that have passed the significant milestone of obtaining an entitlement that allows for development, it is desirable to allow those projects to pay the DIF fees in effect at the time they obtained their entitlement.

The attached amended resolution allows those projects that have obtained planning entitlement approvals (such as Use Permits, Development Design Review Permits, Major Modifications, etc.) to continue to pay previous DIFs provided these projects progress toward the construction phase and obtain a building permit within 12 months of the effective date of the new DIFs (July 18, 2020). Some examples of development projects that may benefit from this provision are: Northshore at Mandalay Bay, Saviers Road Housing, 2161 East Etting Road, F Street Condos, Shoe City Plaza, Clinicas on Statham, Elevar Distribution Warehouse, and Rio Urbana. For a full list of projects as of April 2020, please see Attachment 1. Those projects listed as “approved” or “in plan check” may be subject to the old DIFs.

STRATEGIC PRIORITIES

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard’s business climate, promote the City’s fiscal health, and support economic growth in a manner consistent with the City’s unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Objective 1b. Develop master plans for other City facilities and vehicles.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Objective 3b. Set rates and fees to fully recover cost.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

DIFs are intended to ensure developments pay their fair share of City infrastructure and service needs. By adopting the proposed amendment to provide relief to pending development projects as described, the City may receive less DIF revenue compared to what staff presented to Council on May 19, 2020, however the developments would still be subject to the previously adopted fees to mitigate their impacts on the City's infrastructure and services.

COMMITTEE OUTCOME

The recommended action amends the resolution previously approved by the full City Council on May 19, 2020, and did not originate in Committee.

Prepared by: Jeffrey Lambert, Community Development Director

ATTACHMENTS

1. Project List - April 2020
2. Amendment to Development Impact Fee Resolution
3. Presentation

Planning Division Quarterly Project List

April 2020

- 2020-

Planning Division Quarterly Project List

Updated April 2020

This quarterly update provides a general summary of proposed developments within the City of Oxnard. The development summary tables are divided by residential, commercial, industrial, and community plan project types.

On the accompanying lists, the City's staff planner for each project is identified by their initials on each project under the (PLNR) column.

A staff planner can assist with inquiries related to the planning process, including any public meetings scheduled for projects.

Please contact the developer on the accompanying lists directly for up-to-date project details such as construction timing, cost, and availability.

Planner Initials	Planner Name	Phone Number
JP	Joe Pearson II	805-385-8272
RB	Randy Baez	805-385-3923
JC	Jose Coyotl	805-385-7863
IF	Isidro Figueroa	805-385-8207
JM	Juan Martinez	805-385-7556
KM	Kathleen Mallory	805-385-8370
JD	Jay Dobrowalski	805-385-3948
PM	Paul McClaren	805-385-3945
CW	Chris Williamson-Contract Planner	805-385-8156
VO	Veronica Ortiz-Contract Planner	805-385-7952

Visit oxnard.org/planning for an interactive version of this list.

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit No.	PLNR	DESCRIPTION	Total Units	Very Low	Low	Moderate	Above Moderate	Live Work	Total Affordable (AU)
1	Mark Petit, Lauterbach and Assoc. 300 Montgomery Ave. #C Oxnard, CA 93036	Dansk Phase 2	2300 Pleasant Valley Road, Oxnard CA	Proposed	20-500-01	PM	46 unit, two story apartment building on 1.05 acres. Requested zone change, general plan amendment and PD overlay.	46		3	2			5
2	Matt Mansi, Oxnard C Street Associates, LLC, 300 East Esplanade Drive, Suite 1550, Oxnard, California, 93036	761 South C Street	761 South C Street, Oxnard CA	Submitted	20-200-03	JD	175 unit apartment complex; 5 story building including parking, retail, and open space on ground floor	175						
3	Mark Irving, Urban Housing Communities, LLC, 2000 East Fourth Street, Suite 205, Santa Ana, California 92705	Las Cortes Phase 3	San Gorgonio and First Street, Oxnard CA	Proposed	20-200-01	JD	129 affordable units on 8.2 acres, within the Las Cortes Planned Residential Group	129						129
4	Jose Arizaga (818) 770-8945 Jose@Ustekno.com	Accessory Dwelling Unit (ADU)	1930 W Hemlock St., Oxnard CA	Approved	20-131-25	RB	Garage conversion for a new 525 SF ADU	1						
5	Sergio Espinosa Trejo (805) 638-8393 Seta.E7@gmail.com	Accessory Dwelling Unit (ADU)	W Kamala St., Oxnard	Approved	20-131-24	RB	Garage conversion for the purpose of a 462 SF ADU	1						
6	Jaime Parga, Parga Construction 151 Bellafonte Ct. Camarillo, CA 93012 (805)290-5952 pargaconstruction@aol.com	Accessory Dwelling Unit (ADU)	1 Browning Dr., Oxnard	Approved	20-131-23	RB	Garage conversion for the purpose of a 413 SF ADU	1						
7	Jaime Parga, Parga Construction 151 Bellafonte Ct. Camarillo, CA 93012 (805)290-5952 pargaconstruction@aol.com	Accessory Dwelling Unit (ADU)	207 James Ave, Oxnard CA	Approved	20-131-22	RB	440 SF garage conversion into new ADU	1						
8	Alejo Barragan 741 Arneill Rd Camarillo, CA 93010 (805) 766-0110	Accessory Dwelling Unit (ADU)	630 Andrea Dr, Oxnard CA	Approved	20-131-21	RB	Conversion of existing living space for the purpose of a new 948 SF ADU	1						
9	Sandhu Sukhi 2024 Napoleon Ave	Accessory Dwelling Unit (ADU)	2024 Napoleon Ave, Oxnard CA	Approved	20-131-18	RB	Attached ADU	1						
10	Alejo Barragan 741 Arneill Rd Camarillo, CA 93010 (805) 766-0110	Accessory Dwelling Unit (ADU)	4006 S B St., Oxnard CA	Approved	20-131-16	RB	440 SF garage conversion into a new ADU	1						
11	Heriberto Rivera (805) 512-5496 goldenratio_Arch@MSN.com	Accessory Dwelling Unit (ADU)	2214 San Marino St., Oxnard CA	Approved	20-131-15	RB	Garage conversion for the purpose of a 625 SF ADU	1						
12	Gleen Herrera (805) 746-7305	Accessory Dwelling Unit (ADU)	1030 W Robert Ave, Oxnard CA	Active	20-131-13	RB	961 SF 2nd story addition to existing single family residence for the purpose of an ADU	1						
13	Erick Rojas (805) 451-5810 EGRDrafting@yahoo.com	Accessory Dwelling Unit (ADU)	416 Firenze St., Oxnard CA	Active	20-131-12	RB	606 SF 2nd story addition to existing single family residence for the purpose of an ADU	1						
14	Rafael Lopez (805) 775-7001 rafaellopez805@gmail.com	Accessory Dwelling Unit (ADU)	1958 S J St., Oxnard CA	Approved	20-131-10	RB	360 SF garage conversion for the purpose of an ADU	1						
15	Arcelia Arroyo (805) 248-3567	Accessory Dwelling Unit (ADU)	608 W Beverly Dr., Oxnard CA	Approved	20-131-08	RB	828 SF ADU	1						

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit No.	PLNR	DESCRIPTION	Total Units	Very Low	Low	Moderate	Above Moderate	Live Work	Total Affordable (AU)
16	Eddie Alvarado (805) 223-9142 DimsDraftingServ@AOL.com	Accessory Dwelling Unit (ADU)	4200 Highland Ave, Oxnard CA	Approved	20-131-07	RB	New detached 685 SF ADU	1						
17	Juan Tapia JTAP Construction (805)798-4113 jtap1@verizon.net	Accessory Dwelling Unit (ADU)	174 N Harrison Ave, Oxnard CA	Approved	20-131-06	RB	435 SF garage conversion for the purpose of an ADU, plus a 35 SF addition to the existing single family residence	1						
18	Jose Hernandez (805) 512-2595	Accessory Dwelling Unit (ADU)	1526 Valley Park Dr., Oxnard CA	Approved	20-131-04	RB	760 SF conversion of existing space for the purpose of an ADU	1						
19	Jorge Martinez	Accessory Dwelling Unit (ADU)	340 E Cedar St., Oxnard CA	Approved	20-131-03	RB	584 SF conversion of an existing single family residence for the purpose of an ADU	1						
20	Luis Huerta	Accessory Dwelling Unit (ADU)	1711 Valley Park Dr., Oxnard CA	Approved	20-131-01	RB	1,103 SF conversion and addition for a new ADU	1						
21	Taylor Financial 701 Shadow Lane Las Vegas, NV 89106 (702) 366-0465 x 104	Portofino Place	5th Street & Portofino Place, Oxnard CA	Plan Check	19-500-04	PM	New 90 unit, planned development, duplex-townhome development on 7.6 acres. The project includes a subdivision map, General Plan amendment, Zone Change, & Special Use Permit	90						5
22	Rafael Lopez (805) 775-7001 rafaellopez805@gmail.com	Accessory Dwelling Unit (ADU)	411 N Juanita Ave, Oxnard CA	Proposed	19-240-47	JC	Proposed 606 square-foot accessory dwelling unit to existing 1,218 square-foot single family house	1						
23	Eddie Alvarado DimsDraftingServ@AOL.com	Accessory Dwelling Unit (ADU)	2635 Colonia Ave, Oxnard CA	Active	19-240-47	RB	New detached 800 SF ADU							
24	Carlos Lugo (805) 701-2857 clugodesigns@yahoo.com	Accessory Dwelling Unit (ADU)	348 E. Cedar Street Oxnard CA	Proposed	19-240-46	JC	Proposed 400 square-foot accessory dwelling unit to existing 1,221 square-foot single family house	1						
25	Saul Vigil (805) 479-4974	Accessory Dwelling Unit (ADU)	518 Magnolia Ave, Oxnard CA	Approved	19-240-44	RB	567 SF garage conversion into ADU	1						
26	Juan Tapia JTAP Construction (805)798-4113	Accessory Dwelling Unit (ADU)	3232 Circle Dr., Oxnard CA	In plan check	19-240-40	RB	Bedroom conversion into 446 SF ADU	1						
27	Alejo Barragan Barragan Designs 741 Arneill Rd. Camarillo, CA 93010 (805)766-0110 alejobarragan73@gmail.com	Accessory Dwelling Unit (ADU)	4801 S G Street Oxnard CA	Proposed	19-240-39	JC	Proposed 600 square-foot accessory dwelling unit to existing 2,019 square-foot single family house	1						
28	Pedro Garcia (805) 914-9788	Accessory Dwelling Unit (ADU)	4312 S A St., Oxnard CA	Active	19-240-37	RB	656 SF attached ADU							
29	Rafael Lopez (805) 775-7001 rafaellopez805@gmail.com	Accessory Dwelling Unit (ADU)	336 W Iris St., Oxnard CA	Approved	19-240-36	RB	New detached 485 SF ADU	19						
30	Saul Vigil (805) 479-4974	Accessory Dwelling Unit (ADU)	1161 W Guava St., Oxnard CA	Approved	19-240-35	RB	660 SF garage and bedroom conversion into ADU	1						
31	Alejo Barragan 741 Arneill Rd Camarillo, CA 93010 (805) 766-0110	Accessory Dwelling Unit (ADU)	4500 S C St., Oxnard CA	Plan check	19-240-32	RB	441 SF garage conversion into ADU	1						

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit No.	PLNR	DESCRIPTION	Total Units	Very Low	Low	Moderate	Above Moderate	Live Work	Total Affordable (AU)
32	Hilario Fernandez 4710 S J St Oxnard, CA 93033	Accessory Dwelling Unit (ADU)	4710 S J St., Oxnard CA	Approved	19-240-30	RB	360 SF garage conversion into ADU	1						
33	Roverto Curiel (805) 890-0082	Accessory Dwelling Unit (ADU)	433 Spruce St., Oxnard CA	Plan check	19-240-28	RB	Garage and bedroom conversion into a new 556 SF	1						
34	Frank Rogue 2101 Wankel Way No. 270 Oxnard, CA 93036	Ramos Efficiency Unit	1640 Alturas Way Oxnard, CA	Approved	19-240-26	PM	Convert an existing 483 square-foot garage to a one bedroom accessory dwelling unit and a laundry room for the primary residence.	1						
35	Eddie Alvarado Dimensions Drafting (805) 223-9142	Menchaca Residence	1263 W Fir Avenue, Oxnard CA	Proposal	19-240-25	JM	Addition to existing house and construction of attached two-bedroom 650 square-foot ADU.	1						
36	Alejo Barragan 805-766-0110	Cruz Residence	930 Palomar Way, Oxnard CA	Proposed	19-240-20	JM	Converging 735 square feet of an existing home to an accessory dwelling unit	1						
37	Micaela Mendoza 830 Nina Dr Oxnard, CA 93030 (805) 890-0000	Accessory Dwelling Unit (ADU)	830 Nina Dr., Oxnard CA	Plan check	19-240-18	RB	220 SF bedroom conversion into ADU	1						
38	Alejo Barragan 741 Arneill Rd Camarillo, CA 93010 (805) 766-0110	Accessory Dwelling Unit (ADU)	500 De Anza Way., Oxnard CA	Approved	19-240-13	RB	New 752 SF ADU and residential addition	1						
39	Viviana Torres 3131 Via Marina (805) 746-9698	Accessory Dwelling Unit (ADU)	3131 Via Marina Ave, Oxnard CA	Plan check	19-240-04	RB	Garage conversion into a 603 SF ADU.	1						
40	Alejo Barragan 741 Arneill Rd Camarillo, CA 93010 (805) 766-0110	Accessory Dwelling Unit (ADU)	635 Colonia Rd., Oxnard CA	Approved	19-240-03	RB	New detached 600 SF ADU above new 2-car garage	1						
41	Henry Casillas, M.A. 451 West Fifth Street Oxnard, CA 93030 (805) 890-0000	Billboard Lofts	800 South A Street Oxnard CA	Proposed	19-200-18	JD	Construction of a 5-story building to include 51 condominiums and 4,024 square-feet of commercial space.	51						
42	Fore Property Company Johnathan Cornelius 1004 Santa Barbara Street Santa Barbara, California 93101 805-456-8344 jcornelius@foreproperty.com	Fore RiverPark	2700 and 2750 N Ventura Road , Oxnard CA	Proposed	19-200-16	JP	333 unit, five story apartment complex on 4.2 acre site within the RiverPark Specific Plan Community	333						
43	Alon Gamliel GR Builders LLC 18960 Ventura Boulevard Suite 20 818-963-1683 alonggamliel@gmail.com	19 Unit Apartment Complex	780 S G Street Oxnard CA	Proposed	19-200-13 19-535-01	JM	19 unit, four-story apartment complex on a 21,000 square foot vacant site (0.48-acre). One to three bedroom units on upper floors with parking on ground level. (Across Oxnard Community Park East) APN 202-0-152-305, 315, & 325	19						
44	Frank Vazquez 410 Orchard Street Filmore, CA 93015 (805) 524-4116	Silva Residence	2711 Colonia Ave Oxnard, CA	Plan Check	19-200-09	PM	New home w/ ADU - Development Design Review 1667 square foot single-family residence and 625 square-foot ADU	2						
45	Frank Vazquez 410 Orchard Street Filmore, CA 93015 (805) 524-4116	Vazquez Residence	2721 Colonia Ave Oxnard, CA	Plan Check	19-200-08	PM	New home w/ ADU - Development Design Review 1667 square foot single-family residence and 625 square-foot ADU	2						
46	Ubaldo Leyva (805) 758-3738	Roosevelt Duplex	213 S Roosevelt Ave, Oxnard CA	Active	19-200-04	RB	New 4,000 SF attached duplex	2						

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit No.	PLNR	DESCRIPTION	Total Units	Very Low	Low	Moderate	Above Moderate	Live Work	Total Affordable (AU)
47	Blake Rasmussen, (805) 370-0075 rasmussen.blake@gmail.com	Doris Avenue	700 Doris Ave. Oxnrd, CA	Plancheck	18-500-10 18-300-09	VO	7 single family homes with optional accessory dwelling unit on 7 lots	7						0
48	Khing Inv., LLC - Anthony Benitez 3211 Saviers Rd. (805) 844-6295	Detached Dwelling	2310 Saviers Rd, Oxnard Ca	Proposed	18-500-09	VO	Construct a detached dwelling unit.	1						0
49	Jeff Zook (Coastal Architects) 505 S. A Street, Oxnard, CA 93030 (805) 985-7654 jeff@coastalarch.com	"C" Street Apartments	637-643 S. C Street Oxnard CA	Proposed	18-500-05 18-535-04	PM	Mixed use - 3,000 square feet retail and 21 new apartments (3 moderate income units) on three lots w/ density bonus. 613, 637-643 S. C Street	21			3			3
50	Henry Casillas, M.A. 451 West Fisquare-footh Street Oxnard, CA 93030 Mobile: (805) 231-3971 Office: (805) 385-3565 Email: hc@ca-realtypros.com	Heritage Homes	130-184 Norh H Street Oxnard CA	Under Construction	18-500-01 18-300-05 18-535-01	JM	13 detached single-family dwelling units on 13 separate lots on a 1.49 acre project site. The homes will be 1,653 square feet in size and th lots will range between 4,574 and 5,739 square feet.	13			3			3
51	Travis Rodriguez 805-660-1202 travisrodriguez1@gmail.com	Residential Beachfront Home	1121 Capri Way Oxnard CA	Approved	18-400-09	JD	Construct new 6,921 square foot, beachfront single family home with an attached 725 square foot garage on a vacant lot. APN 191-0-041-205	1				1		1
52	Travis Rodriguez 805-660-1202 travisrodriguez1@gmail.com	Residential Beachfront Home	847 Mandalay Beach Road Oxnard CA	Approved	18-400-08	JM	Construct new 6,920 square foot, beachfront single family home with an attached 656 square foot garage on a vacant lot. APN 191-0-041-355 Lot 18 of Tract 4380	1				1		1
53	Marcia Vail and Duncan Murray (805) 562-1270	Triplex	5201 Driftwood Street, Oxnard CA	Approved	18-400-07	HD/C W	A condominium triplex on an undeveloped lot in the coastal zone. waived parcel map	3						0
54	Rick Moraga (805)482-1836 (818)519-1861	Triplex	5231 Neptune Square, Oxnard CA	Proposed	18-400-06	VO	A triplex on an undeveloped lot in the coastal zone	3						0
55	Rosy Hernandez 418 W Third St. Oxnard, CA 93030 (805) 407-8473	Single Family Beachfront Home	711 Mandalay Beach Rd, Oxnard CA	Approved	18-400-05	VO	1-custom 3-story, single family home	1						0%
56	Martha Picciotti, 404 North Catalina St, Ventura, CA 93001	Single - Family Beachfront House	1215 Capri Way, Oxnard CA	Approved	18-400-02	JD	Construction of a two-story 4,925 square-foot single-family residence with an attached three-car garage	1						0
57	Frank Rogue 805.236.1124 filiuserro@gmail.com	Residential Duplex	4981 Dunes Circle Oxnard CA	Approved	18-400-01 18-300-04	JM	Construct a two-story, residential duplex on a 6,600 square foot vacant lot. APN 196-0-023-165	1						0
58	Oscar Laburu (805) 701-4959	Accessory Dwelling Unit (ADU)	930 Redwood Street Oxnard, CA	Proposed	18-240-34	JM	600 square-foot accessory dwelling unit	1						0
59	Dustin Waller 112 North F Street Oxnard, California 93030 815-566-2260	Accessory Dwelling Unit (ADU)	112 N F Street Oxnard CA	Approved	18-240-31	JM	Convert existing garage (440 sf) into an accessory dwelling unit. APN 202-0-041-070	1						0

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit No.	PLNR	DESCRIPTION	Total Units	Very Low	Low	Moderate	Above Moderate	Live Work	Total Affordable (AU)
60	Eddie Alvarado Dimensions Drafting Cell:223-9142 dimsdraftingserv@aol.com	Accessory Dwelling Unit (ADU)	1807 Guava Court Oxnard CA	Proposed	18-240-31	JM	600 square-foot accessory dwelling unit	1						0
61	Craig Link 2057 Goodyear Ave., Suite J Ventura, CA 93003	Accessory Dwelling Unit (ADU)	276 Vanderbilt Oxnard CA	Approved	18-240-24	PM	Addition of a new, attached 600 square-foot accessory dwelling unit (ADU).	1						0
62	Tony Benavides 805-760-3959	Madrigal Residence	1928 San Benito Street, Oxnard CA	Proposed	18-240-23	JM	Convert an existing 821 square-foot area of the primary dwelling unit into an Accessory Dwelling Unit (ADU)	1						
63	Alejo Barragan Barragan Designs 741 Arneill Rd. Camarillo, CA 93010 (805)766-0110 alejobarragan73@gmail.com	Accessory Dwelling Unit (ADU)	1731 Astoria Place Oxnard CA	Approved	18-240-18	PM	Create a 647 square-foot accessory dwelling unit (ADU) within the exiting footprint of a 1,911 square-foot, single family residence.	1						0
64	Pedro Vega 621 Erica Place Oxnard, CA 93036	Accessory Dwelling Unit (ADU)	3173 Clinton St Oxnard CA	Approved	18-240-13	PM	Addition of a new, attached 814 square-foot accessory dwelling unit (ADU).	1						0
65	Alejo Barragan Barragan Designs 741 Arneill Rd. Camarillo, CA 93010 (805)766-0110	Accessory Dwelling Unit (ADU)	3140 Eden Street Oxnard CA	Approved	18-240-05	JD	Convert an existing 643 square-foot of an existing single-family residence into an accessory dwelling unit (ADU).	1						0
66	Alejo Barragan 805-766-0110 alejobarragan@verizon.net	Conversion to Residential	337 East First Street Oxnard CA	Proposed	18-200-07	JM	Convert existing 1,440 square foot commercial building to single family residential and add a detached two car garage. APN 201-0-111-330	1						0
67	Arun K Jain 818-219-4596	Apartment Complex	1227 & 1239 South C Street, Oxnard CA	Proposed	18-200-06	JM	10 Unit apartment complex on 0.85 acre site	10			1			1
68	Daniel Guerrero (805)236-3009 dannyguerrero@hotmail.com	Single-Family Residence	204 S. Juanita Ave Oxnard CA	Proposed	18-200-01	JM	Construct a 2,115 square-foot single-family residence with an attached two-car garage on a 6,925 square-foot lot located within the La Colonia Neighborhood.	1					0	0
69	Rio School District/Pacific Companies 2500 E Vineyard Ave, Oxnard (805) 485-3111 Tony.Talamante@gmail.com	Rio Urbana	2714 Vineyard Ave, Oxnard CA	Proposed	17-500-05	CW/H D	Annexation and SUP for 167 condominium units - (also see Commercial list for 15K office building)	167			167			167
70	Jeff Zook Coastal Architects (805) 985-7654 jeff@coastalarch.com	F Street Condos	321 N F Street Oxnard CA	Plan Check	17-500-01	VO	40 multi-family condominiums and associated site improvements on 2.8 acres	40					0	0
71	Martha Picciotti, Architect mpdesign@charter.net Phone (805) 641-3221	Single-Family Beachfront House	1125 Capri Way Oxnard CA	Plan Check BP# 19-3859	17-400-04	JM	Demo existing 1,800 square-foot house and construct new 5,028 square-foot, two story single family house with attached four car garage on 6,328 square foot beachfront lot	1					0	0
72	Rick Moraga (805)482-1836 (818)519-1861	Residential Duplex	5000 Catamaran St, Oxnard CA	Under Construction BP# 18-414	17-400-02	JM	Construct a two-story, residential duplex consisting of two, four bedroom dwelling units on a 7,500 square foot vacant lot.	2				1	0	1
73	Frank Rogue (805) 236-1124 filiuserro@gmail.com	Tepora Duplex	1030 Dunes Street Oxnard CA	Plan Check BP# 18-3785	17-400-01	JM	Construct a two-story, residential duplex on a 6,600 square foot vacant lot.	2				2	0	2

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74	Zareh Keshmashian 5381 Long Shadow Court Westlake Village CA 91362	Duplex Condominium Subdivision	861 Dunes Oxnard CA	Approved	17-300-07 17-400-06	PM	2 condominiums on a single parcel	2					0	0
75	Jaime Parga, Parga Construction 151 Bellafonte Ct. Camarillo, CA 93012 (805)290-5952 pargaconstruction@aol.com	Accessory Dwelling Unit (ADU)	302 W. Doris Avenue Oxnard CA	Proposed	17-240-14	VC	Convert 600 square-foot of an existing single-family residence into an accessory dwelling unit (ADU).	1					0	0
76	Alejo Barragan, Barragan Designs 741 Arneill Rd. Camarillo, CA 93010 (805)766-0110 alejobarragan73@gmail.com	Accessory Dwelling Unit (ADU)	2140 Hancock Pl Oxnard CA	Proposed	17-240-10	STAF F	Proposal to construct a 630 square-foot Accessory Dwelling Unit (ADU).	1					0	0
78	Alejo Barragan, Barragan Designs 741 Arneill Rd. Camarillo, CA 93010 (805)766-0110 alejobarragan73@gmail.com	Accessory Dwelling Unit (ADU)	631 Douglas Avenue Oxnard CA	Plan Check	17-240-08	VC	Convert an existing 564 square-foot patio lanai into an accessory dwelling unit (ADU) in the rear of an existing single-family residential lot.	1					0	0
79	Juan Tapia JTAP Construction (805)798-4113 jtapi1@verizon.net	Accessory Dwelling Unit (ADU)	113 East Cedar St, Oxnard CA	Plan Check	17-240-05	VC	Construct a 600 square-foot accessory dwelling unit (ADU) in the rear of an existing single-family residence.	1					0	0
80	Jorge Escamilla 805-620-7466	Accessory Dwelling Unit (ADU)	1025 Ontario St, Oxnard CA	Proposed	17-240-02	JD	Convert existing accessory structure into an accessory dwelling unit.	1					0	0
81	Oscar Tirado 7562 Chaminade Ave. West Hills, CA 91304 (818) 378-4138	Triplex	4830 Terrace Avenue Oxnard CA	Under Construction	16-540-01	RB	Three-unit apartment complex with a request for three deviations from zoning standards, per the Planned Development Permit.	3					0	0
82	Habitat For Humanity of Ventura County c/o Steven J. Dwyer 1850 Eastman Ave., Oxnard, CA 93030 805-485-6065 steved@habitatventura.org	6- all affordable single-family units	First St Hayes Ave Oxnard CA	Under Construction	16-500-08	IF	Approval to construct 6- all affordable single-family residences, which includes a Tentative Tract Map to subdivide 5 parcels into 6 parcels on a .48 acre parcel.	6		6			0	6
83	JBGR Investments, LLC 1105 Walnut Drive, Oxnard, CA 93036 Agent: Henry Casillas 805-231-3971 hc@ca-realtypros.com	20-Townhome units	5489 Saviers Rd Oxnard CA	City Council approved	16-500-06	IF	Approval to construct 20 townhome units, inclusive of 4 affordable units, which includes a Tentative Tract Map on a .91-acre on an All-Affordable Housing Opportunity Program (AAHOP) site.	20		4			0	4
84	Lisette Elenes, Architect (805) 824-4188 lizehelenes@live.com	Cooper Rd Mixed-use	600 Cooper Rd Oxnard CA	Under Construction	16-500-03	JM	Construct a two-story 5,671 square foot, mixed-use building consisting of 1,400 square-foot of commercial space on the first floor and two, 2-bedroom apartments (1,385 square-foot each) on the second floor and 4 car garage parking on a 7,640 square foot lot	2					0	0
85	Jasper Li A Plus Building Design (626) 623-0706 aplusbldginc@gmail.com	Duplex	1011 - 1015 Dunes St Oxnard CA	Plan Check BP# 18-6492	16-400-06 18-300-03	JM	Construct a two-story residential duplex on an 8,865 square foot vacant lot	2					0	0
86	Charles Stevens 19911 Northridge Rd. Chatsworth CA 91311	Single - Family Beachfront House	1021 Mandalay Beach Road Oxnard CA	Plan Check	16-400-03	KM	Two story 4,000 sq. square-foot. residence with a 1, 432 sq. square-foot. garage / storage area.	1					0	0
87	James Lawson 16511 Scientific Way, Suite 100 Irvine, CA 92618	Oakmont Senior Living	901 Town Center Drive Oxnard CA	Under Construction BP# 17-1890	16-200-05	JM	Two-story, 85-unit senior care facility	85					0	0
89	Oakwood Communities, Inc. V.P of Construction 886 Wagon Wheel Rd. Oxnard, CA 93036 (805) 278-4999 off (619) 726-2819 cell	The Village Wagon Wheel Development Project (Planning Area 4) Mayfair	Wagon Wheel Rd Oxnard CA	Under Construction	16-200-02	HD	Proposed construction of 88 condominium dwelling units (57 2-bdrm., 29 3-bdrm., and 2 4-bdrm. units) in 6, three-story residential buildings on 4.03 acres within the Village Specific Plan area	88					0	0

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90	Oakwood Communities, Inc. V.P of Construction 886 Wagon Wheel Rd. Oxnard, CA 93036 (805) 278-4999 off (619) 726-2819 cell	The Village Wagon Wheel Development Projects (Planning Areas 5 & 11) Park Place	Wagon Wheel Rd Oxnard CA	Under Construction Planning Area 11	16-200-01	HD	Proposed construction of 78 condominium dwelling units (52 3-bdrm., and 26 4-bdrm. units) in 26, four-story residential buildings on 4.34 acres within the Village Specific Plan area.	78					0	0
91	Mark Pettit, Lauterbach & Associates 300 Montgomery Av., Oxnard, CA 93036 (805) 988-0912 ext 321 mark.pettit@la-arch.com	Channel Islands Apartments	Statham Blvd Channel Islands Blvd Oxnard CA	Under Construction	15-500-03 15-535-01 15-570-03	JP	Two and three-story, 72-unit multi-family apartments and associated site improvements	72	6				0	6
92	Rosy Hernandez 418 W Third St. Oxnard, CA 93030 (805) 407-8473	Single - Family Beachfront House	703 Mandalay Beach Rd Oxnard CA	Under Construction	15-400-04	JD	Demolish one existing multi-family building and construct one three-story, 4,020 square-foot beachfront home with an attached garage and decks.	1					0	0
93	Rosy Hernandez 418 W Third St. Oxnard, CA 93030 (805) 407-8473	Single-Family Beachfront House	701 Mandalay Beach Road Oxnard CA	Under Construction	15-400-03	JD	One three-story, 4,020 square-foot beachfront home with an attached garage.	1					0	0
94	Mark Shellnut (805)649-2056 shellnut@sbcglobal.net	Single-Family Beachfront House	855 Mandalay Beach Road Oxnard CA	Under Construction	15-400-01	JC	A 6,997 square-foot, single-family house and garage on a 3,744 sq square-foot lot.	1					0	0
95	Oakwood Communities, Inc. V.P of Construction 886 Wagon Wheel Rd. Oxnard, CA 93036 (805) 278-4999 off (619) 726-2819 cell	The Village Wagon Wheel Development Projects (PA 7, 9, 10 & a portion of 8) Oxford Flats	Wagon Wheel Rd Oxnard CA	Under Construction	15-200-07	HD	Proposed construction of 144 condominium dwelling units (36 2-bdrm., and 108 3-bdrm. units) in 12, four-story residential buildings on 6.51 acres within the Village Specific Plan area.	144					0	0
96	Mark Pettit, Lauterbach & Associates 300 Montgomery Av., Oxnard, CA 93036 (805) 988-0912 mark.pettit@la-arch.com	70 Senior Housing Units	2300 E Pleasant Valley Rd Oxnard CA	Approved	14-500-04 14-580-01 14-570-02 14-310-05 14-570-02	JM	70 unit senior living and memory care facility on a 1.05 acre site.	70					0	0
97	Doug Brooks Oakwood Development Inc. 16331 Scientific Way, Ste 250 Irvine, CA 92618 (949) 719-9040	The Village Wagon Wheel Development Projects (PA 18 & 19) The Junction	Wagon Wheel Rd Oxnard CA	Under Construction	14-200-01	HD	219 market rate apartments (1, 2 & 3 bedrooms), recreation/meeting room, tot lot, and landscaped paseos and 16,303 square-feet of commercial.	219					0	0
98	Roy Milbrandt (805) 218-1540	Single-Family Beachfront Home	1131 Capri Wy Oxnard CA	Under Construction	13-400-05	JC	One 5,240 square-foot, single-family beachfront house on piles.	1					0	0
99	Mike Marlow, Oxnard Shores Development Co. (805) 985-1557	Avalon Homes Subdivision	Dunes St Canal St Oxnard CA	Proposed-Preparation of Environmental Review	11-400-01 11-300-01	IF	64 single-family homes and a tentative tract map for 16 parcels (4 houses per parcel) on an 8.1-acre property.	64					0	0
100	Planet Home Living, Michael Marini (949) 208-7248	Anacapa Townhomes	5001 W Wooley Rd Oxnard CA	Plan Check	08-400-04 09-300-01 13-420-02	IF	Approval to construct 50 townhome units and recreational facility.	50					0	0
101	John Mellon MPL Property Holdings, LLC (805) 984-2301 jmellon@argentmanagementllc.com	North Shore Subdivision	W Fifth Street and Harbor Blvd Oxnard CA	Approved	05-300-08 05-500-04	JM	183 single-family homes and 109 detached condominiums.	292				292	0	0

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit	PLNR	DESCRIPTION	SQF (Net)
1	Matthew Moore Complete Wireless Consulting for Verizon, 209 V Street, Sacramento, CA 95318	Wireless Facility	2400 Eastman Ave, Oxnard CA	Proposed	20-530-01	MP	12 antennae on 65' tall mono-pine tree and associated equipment in a ground enclosure.	400
2	Jerry Ambrose for Verizon 3905 State Street, Unit 7-188 Santa Barbara, CA 93105 (805) 637-7407	Wireless Facility	375 S. K Street, Oxnard CA	Plan Check	19-530-04	PM	New 52' tall mono-eucalyptus and associated equipment ground enclosure in a landscape area of a parking lot	200
3	Hollee King (Sites Pacific) for AT&T 7584 Eisenhower Street Ventura, CA 93003	Wireless Facility	3001 S. Saviers Road Oxnard, CA	Plan Check	19-530-03	PM	New 82' tall mono-pine tree and associated equipment ground enclosure in the parking area behind 3001 S. Saviers Road (Stan's Drugs)	200
4	Jesse Gilholm (Synergy) for T-Mobile 867 E. Front Street, Ventura, CA (805) 300-4140	Wireless facility	490 S. Rose Ave. Oxnard, CA	Proposed	19-530-02	PM	New 70' tall mono-eucalyptus tree and associated equipment ground enclosure in the railroad right-of-way near the northeast corner of the intersection of 5th Street and Rose Ave	200
5	Jesse Gilholm (Synergy) for T-Mobile 867 E. Front Street, Ventura, CA (805) 300-4140	Wireless facility	1341 Channel Island Blvd Oxnard, CA	Proposed	19-530-01	PM	New 70' tall mono-eucalyptus tree and associated equipment ground enclosure in the parking lot of a regional commercial shopping center (Port Place Shoppes)	200
6	Marcus Frisco, Matticus Hospitality Grp 11913 Tarron Avenue Hawthorne, CA 90250	TRU Hotel by Hilton	180 W. Esplanade Ave Oxnard, CA	Plan Check	19-500-03	PM	A 44370 square foot 5 story building, infill project with 88 rooms.	44,370
7	Tamara Soussan (Synergy Group, Inc) 24011 Ventura Blvd. Suite 101 Calabasas, CA 91302 (949) 857-4763	Enterprise Rental Lot	N. Rose Ave & Ventura Blvd Oxnard CA	Proposed	19-500-01	PM	New rental office, auto carwash, and lot for 40+ rental vehicles	1,600
8	Ruben Rodela Gary Wang & Associates (626) 288-6898 Ruben@Garywang.com	Lot 5 of The Landing at Riverpark (Panda Express)	Lot 5 at The Landing at Riverpark, Oxnard CA	Active	19-200-17	RB	New 2,300 SF drive-thru restaurant (Panda Express)	2,300
9	Kelly Harrison (310) 315-5411 KHarrison@Dynamidevco.com	Lot 4 of The Landing at Riverpark	Lot 4 at The Landing at Riverpark, Oxnard CA	Active	19-200-14	RB	New 7,000 SF multi-tenant commercial building with 2 restaurants and a drive-thru	7,000
10	Pantoja Trucking 235 Quail Street Santa Paula, CA (805) 525-6400	Pantoja Trucking	210 W Huneme Road, Oxnard CA	Proposed	19-200-03	CW/HD	Warehouse/shipping facility with outdoor vehicle storage and offices	7,865

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1	Teddy Graves SA Recycling, LLC 2411 North Glassell Street Orange, California 92865	SA Recycling	1421-1441 Mountain View Avenue, Oxnard CA	Proposed	19-550-03	JM	Demo and reconfigure existing recycling outdoor operations on 2-acre site and relocate 2,400 square foot modular office building On and off-site improvements include perimeter curb, gutter, sidewalk landscaping, and new vehicular entrances.	2,400
2	Rosa Chen Transsystem (510) 835-9899	Union Pacific Railroad (UPRR) Modular Office	512 E Third St., Oxnard CA	In plan check	19-200-11	RB	New 1,200 SF modular office building for Union Pacific Railroad, with access off of Third Street	
3	Scott Uhles, Delane Engineering, 2812 Santa Monica Boulevard, Suite 206, Santa Monica California 90404	Arctic Cold Storage	1101 Del Norte Boulevard	Proposed	19-200-15	JD	Construction of a 576,025 square-foot cold storage facility in The Sakioka Farms Specific Plan Area.	576,025
4	Port of Hueneme, 333 Ponoma St, Port Hueneme, CA 93044	Vehicle Storage	Hueneme Rd and Perkins Ave, Oxnard CA	In Process	18-500-02	JD	Outdoor vehicle storage on vacant 34 acre lot, to be screened from view from roadway; development includes 240 sqft security guard office trailer, light fixtures, and perimeter fence with landscape screening.	1,481,040
5	Mark Pettit, Lauterbach & Associates 300 Montgomery Ave., Oxnard, CA 93036 (805) 988-0912 mark.pettit@la-arch.com	PTI Technologies	501 N Del Norte Blvd, Oxnard CA	Plan Check	18-140-28	RB	Proposed 1,146 square-foot equipment enclosure on the south side of the existing industrial building.	1,146
6	Michael Chait, Applicant(818) 764-2067	New Distribution Warehouse	500 Elevar Street, Oxnard CA	Approved	17-200-06	PM	Construction of a new 67,000 square-foot tilt up single story building	67,092
7	Lee Dukehart, MWS Wire Industries 21200 Cedar Valley Dr Thousand Oaks, CA 91362 (818) 991- 8553	MWS Wire Industries Industrial/Warehouse Building	3000 Camino Del Sol, Oxnard CA	Under Construction	17-200-05	PM	Two-story industrial/warehouse tilt-up building.	60,367
8	Shahzain Husain Sapphire Engineering Company, Inc. 1843 Montgomery Rd Thousand Oaks, CA 91360 (805)426-9477 Shahzain@sapphireeci.com	J&A Pre-Cooling Warehouse Addition	1720 Mountain View Ave, Oxnard CA	Proposed- Ongoing Review	17-140-38	IF	Proposed one-story 4,314 square-foot warehouse addition and 400 square-foot detached accessory storage building.	4,714
9	Martin Teitelbaum 569 Constitution Ave, Suite H Camarillo, CA 93012 (805) 383-2221 martin@mtconstruct.com	Cabot Industrial	2011 2021 2031 Cabot Pl., Oxnard CA	Completed	16-200-08	JP	Proposed single-story 24,518 square-foot concrete tilt-up warehouse building with related interior improvements and exterior sitework.	24,518
10	Martin Teitelbaum 569 Constitution Ave, Suite H Camarillo, CA 93012 (805) 383-2221 martin@mtconstruct.com	Pacific Water Conditioning	2040 Eastman Ave, Oxnard CA	Completed	14-200-08	JP	A single-story warehouse building.	25,158

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit	PLNR	DESCRIPTION	Residential Units	Commercial Area	Industrial Area	Affordable Housing	Live/Work	OTHER
1	City of Oxnard Development Services Department 214 South C Street (805)-385-7857	Zone text amendment - Wireless facilities	Oxnard, CA	Draft	19-580-06	PM	Update the Oxnard Zoning Code and Coastal Zoning Code in regards to permitting, processing and approving wireless communications applications in the City. Publish aesthetic requirements for the installation of wireless facilities in the City.	N/A	N/A	N/A	N/A	N/A	N/A
2	City of Oxnard Development Services Department 214 South C Street (805)-385-7858	Zone text amendment - Adoption of a Short-term Rental (STR) Ordinances for the coastal and non-coastal zones	Oxnard, CA	On-going/ Coastal ordinance will require a local coastal plan amendment	19-580-04	PM	The proposed ordinance would create a process for permitting and approving short-term rentals and would enact regulations to mitigate their effects on neighborhoods.	N/A	N/A	N/A	N/A	N/A	N/A
3	City of Oxnard Development Services Department 214 South C Street (805)-385-7858	Local Coastal Plan Update	Oxnard CA	Ongoing/Coastal Commission rescheduling public hearings on Draft Residential Adaptation Policy Guidance to end of 2019	15-410-01	IF	The City of Oxnard's Local Coastal Plan (LCP) Update project is a collaborative planning and outreach process that will revise the City's existing LCP to bring it into conformance with Coastal Commission policy directives and approaches to address climate change adaptation strategies, such as those for sea level rise. The City staff has begun putting together a draft of the LCP document. The update to the City's existing LCP is anticipated to be completed in Spring 2019. Additional information is available at the City's LCP update webpage: http://www.oxnardlcpupdate.com/	-	-	-	-	-	-
4	Borchard Teal Club Ranch Dennis Hardgrave (805) 484-8993	Teal Club Specific Plan	NE Ventura Rd & Teal Club, Oxnard CA	Proposed - Release of DEIR in Wntr. 2019	11-600-01	JD	990 residential units of varying density, single-family, townhomes, condominium, and apartment units; 24 acres, community park; 8 acres public/semi public use; 4 acres of mixed use, retail, commercial; 10 acres of Business/Research Park, 60,000 s.f. mixed use and retail; 1 ac. fire station site.	990	60,000	10 acres	31.0	24.0	Fire station
5	City of Oxnard Development Services Department 214 South C Street (805)-385-7858	Ormond Beach Restoration and Access Plan (ORRAP)	Oxnard CA	Ongoing/ Public Comments on ORRAP Plan due September 30, 2019	-	IF	Partner with the Nature Conservancy and Coastal Conservancy to develop the Ormond Beach Wetlands Restoration Plan with a long-term vision to attract tourism and protect.	-	-	-	-	-	-
6	Oxnard CFRL Partners Inc 64 Maxwell Irvine, CA	The Village Specific Plan two amendments and TSM revision	Oxnard CA	Proposed	19-630-01 19-630-02 19-300-01	HD/CW	Admin and planning area SPA amendments with revision to Tract Map No. 5745	-	-	-	-	-	-
7	City of Oxnard Development Services Department 214 South C Street (805)-385-7858	General Plan Consistency Rezoning Program	Oxnard CA	Approved and effective Nov 15, 2019	17-570-02	CW	Zoning corrections citywide to be consistent with 2030 General Plan land use designations.	-	-	-	-	-	-
8	Oxnard School District 1051 South A Street, Oxnard (805) 385-1801 Hollee Winegar	Seabridge K-5 Elementary School	4050 W. Wooley Rd , Oxnard CA	Proposed	19-400-01	CW	630 student elementary school campus and 2.5 acre park (by Dr Horton)	-	-	-	-	-	-
9	City of Oxnard Community Development Department 214 South C Street (805) 385-7858	Climate Action and Adaptation Plan	Oxnard, CA	Proposed - Kick off April 2020	-	KM	CAP is a roadmap for how the City will reduce greenhouse gas emissions for the impacts of climate change on public health, infrastructure, ecosystems, and public spaces in the community by the required target goals in the years 2030 and 2050. CAPs address climate adaptation, resilience measures, as well as risks and vulnerabilities.	-	-	-	-	-	-

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit	PLNR	DESCRIPTION	Residential Units	Commercial Area	Industrial Area	Affordable Housing	Live/Work	OTHER
10	City of Oxnard Community Development Department 214 South C Street (805) 385-7858	2021-2029 Housing Element Update	Oxnard, CA	Proposed - Kick off April 2020	-	KM	The Housing Element is an element of the City's General Plan. A Housing Element must contain "...an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, and scheduled program actions for the preservation, improvement, and development of housing." The Housing Element does not obligate the City to develop and/or fund the target number of affordable housing units, but does require the City to encourage, facilitate, identify opportunity development sites with a high level of approval certainty, and otherwise take steps towards meeting the goals by working with the private and non-profit housing developers and special populations service providers.	-	-	-	The Housing Element will establish the City's affordable housing vision and target numbers for 2021-2029	-	-

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit	PLNR	DESCRIPTION	SQF (Net)
11	Mike Ramsey Lusardi Construction Company (760)522-8793 mramsey@lusardi.com	CarMax	2001 Lockwood Street Oxnard CA	Proposed	19-140-26	CEJ	Proposal to construct a 1,452 square-foot photo booth for photographing current dealership inventory.	1,452
12	Scott Dunaway D4 Communications 1114 State Street, Suite 222 Santa Barbara, CA 93101	Verizon facility	1630 E Ventura Blvd Oxnard CA	In Process	18-530-02	JD	Construction of a wireless communications facility designed as a 50 foot tall palm tree with associated ground mounted equipment.	540
13	Scott Dunaway, 1114 State St, Ste 234, Santa Barbara, CA 93101	Verizon facility	161 Ventura Blvd Oxnard CA	Proposed	18-530-01	JD	Construction of a wireless communications facility designed as a 55 foot tall eucalyptus tree with associated ground mounted equipment.	216
14	Nils Johnson for Mission Produce 1451-D N. Rice Road Oxnard, CA 93030	HQ - Mission Produce	1750 Solar Drive Oxnard CA	Proposed	18-500-13	PM	Construct a 3-story office building over single story parking garage	52,608
15	Tait & Associates, Greg Fick (714) 560-8678	Fuel Station	2900 Saviers Rd Oxnard CA	Proposed	18-500-12	VO	Remove a 27,450 s.f. building and build a 3,000 market and fuel pumps.	3,000
16	Jeff Zook (Coastal Architects) 505 S. A Street, Oxnard, CA 93030 (805) 985-7654 jeff@coastalarch.com	Doggin Around	481, 491 Ventura Bl Oxnard CA	Plancheck	18-500-11	VO	Construct a 5861 s.f. dog facility for boarding and daycare.	5,861
17	Stanley Rothbart Rothbart Development Corp. 10990 Wilshire Blvd, Suite 1000 Los Angeles, CA 90024	Bank and Restaurant	2161 and 2181 N Rose Avenue Oxnard CA	Plancheck	18-500-06; 18-500-08	VO	Proposed bank building and restaurant with drive-thru on the formerTGI Friday's restauant lcoation. project includes demo the former restaurant building (6,656 sf) and construct a new 3,795 sf. bank. A 3,925 sf. fast food	6,656
18	Jerry Ambrose (Eukon Group) 3905 State St, Suite 7-188 Santa Barbara CA 93105 (805) 637-7407 jambrose@wireless01.com	Wireless facility	2511 S. C Street Oxnard CA	Proposed	18-500-04	PM	New camouflaged wireless cellular facility on an existing building	200
19	James Rogers (Smartlink) 18401 Von Karman Suite 400, Irvine, CA 92612 (949) 295-9031 james.rogers@smartlinkllc.com	Wireless facility	2101 Mandalay Beach Road Oxnard CA	Approved	18-400-03	PM	New camouflaged wireless cellular facility on an existing building	200
20	AP+E Architects, Sean Nourani (424) 365 2070	Convenience Store at existing Fuel Station	1861 N. Ventura Rd, Oxnard CA	Proposed	17-550-02	VO	Demolish and rebuild a convenience store at an existing fuel station.	2,300

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit	PLNR	DESCRIPTION	SQF (Net)
21	Jerry Ambrose (Eukon Group) 3905 State St, Suite 7-188 Santa Barbara CA 93105	AT&T Project	211 West Pleasant Valley Rd, Oxnard Ca	Under Construction	17-530-03	PM	Proposed 60' monopalm wireless facility	200
22	Scott Dunaway D4 Communications 1114 State Street, Suite 222 Santa Barbara, CA 93101	Fremont Verizon	600 N. Ventura Rd Oxnard CA	Proposed	17-530-02	JD	Proposed 50' high Monopine wireless telecommunication facility	231
23	Clinicas del Camino Real, Inc. 1040 Flynn Road, Camarillo, CA 93012 805.659.1740 email@clinicas.org	Clinicas	2001 Statham Blvd Oxnard CA	In Process	17-500-19	JD	Proposed two story medical clinic	41,024
24	Stephen Heinze / Dioji 315 Meigs Rd. Suite A #651 Santa Barbara CA 93109	Dog Daycare and Kennel	633 Ventura Blvd Oxnard CA	Under Construction	17-500-17	PM	Remodel 2,814 square-foot, single story office and construct a 4,781 square-foot warehouse type addition	7,595
25	Carlos Vizcarra -Amerco Real Estate Company 2727 N Central Ave, 5-N Phoenix, AZ 85004 (602) 263-6502 carlos_vizcarro@uhaul.	U-Haul of North Oxnard	2420 N. Vineyard Ave Oxnard, CA	Proposed	17-500-11	PM	Reuse of existing structure for U-Haul, outdoor RV parking, indoor mini-storage use, and general warehouse as yet unleased.	217,000
26	Alton Klein 1234 E. 17th St. Santa Ana, CA 92701 (714) 460-1542	Starbucks Drive Thru at Port Place Shoppes	Ventura Rd and W Channel Islands Bl Oxnard CA	Under Construction	17-500-10	PM	Starbucks Drive Thru	1,842
27	Craig Lopez Lopez Architects, A.I.A. 155 Granada St., Suite L Camarillo, CA 93010	Annexation Batelaan property	2971 E Ventura Blvd Oxnard CA	Proposed	17-500-06	CW/HD	annexation and new 3,000 sf warehouse	3,000
28	Rio School District/Pacific Companies 2500 E Vineyard Ave, Oxnard (805) 485-3111 Tony.Talamante@gmail.com	Rio Urbana	2714 Vineyard Ave, Oxnard CA	Proposed	17-500-05	CW/HD	Annexation and SUP for 15,000 sf office bldg (shared with 167 condominium units - see Residential list)	15,000
29	Judy Munzig -Dusenber Investments Co 1800 Avenue of the Stars, Sutie 1400 Los Angeles, CA 90067 (310) 203-0698 jbrokks@topa.com	Campus at Topa Towers	350 E Esplanade Oxnard, CA	Proposed	17-500-02	CW/HD	Remove 2 buildings and service station, replace with three buildings, one existing building remodeled. All retail and restaurant.	16,000
30	Jared Jones (DKN Hotels) 42 Corporate Park Irvine, Ca 92606 949.338.4139 jaredj@dknhotels.com	RiverPark Hotels	Town Center Drive Oxnard Blvd Oxnard CA	Plan Check	17-200-07 17-200-08	JP	Proposed development of two, four-story hotels (TownePlace Suites and SpringHill Suites), each featuring 120 rooms	162,285

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit	PLNR	DESCRIPTION	SQF (Net)
31	John Muller Johnson + Muller Architects 1451 N. Rice Ave, Ste D Oxnard, CA 93030	Medical Office	1100 W. Gonzales Rd Oxnard CA	Under Construction	17-140-06	JP	Request to rebuild a 2-story fire-damaged medical office building. New construction consists of adding a stair enclosure and lobby expansion	27,046
32	Costco Wholesale c/o Jennifer Murillo 999 Lake Drive, Issaquah, WA 98072	Costco Fuel Facility	2001 Ventura Bl Oxnard CA	Under Construction	16-630-01 16- 310-01 16- 140-10	JC	Amend the Rose Santa Clara Specific Plan to allow the merger of two lots and the relocation of gas station associated with the existing Costco.	7,702
33	Barbara Ricketts Architect 3787 Calle Posadas Newbury Park, CA 91320 (805) 701-9134	Pleasant Valley Plaza	105 W. Pleasant Valley Rd. Oxnard CA	Plan Check	16-550-04	JM	Remodel exiting shopping center, construct new 11,392 sf commercial/retail building with related site improvements to parking, landscaping, lighting, signage, etc.	193,394
34	Alex Kang 879 W. 190 Street Suite 935 Gardena CA 90248 (310) 768- 2700 akang@satothbrothers.com	Shoe City	2441 Vineyard Ave. Oxnard CA	Approved	16-540-03	PM	A Planned Development Permit for the construction of a new single story 15,900 sq. ft. shopping center on a 55,100 sq. ft. lot with associated parking and landscape.	15,300
35	Lizette Elenes Coastal Architects 505 S. A Street #200 Oxnard CA 93030 (805) 985-7554	Cooper Rd Mixed-use	600 Cooper Rd Oxnard CA	Under Construction BP# 17-2259	16-500-03	JM	Mixed-use development for commercial/residential on a 7,640 square-foot lot. Proposal includes two story building with two dwelling units over two commercial tenant spaces on the first floor and six attached garage spaces.	3,670
36	Elliot Megdal & Associates 252-C S. Beverly Dr. Beverly Hills, CA 90212 (310) 277-0456	Esplanade Gateway	360 West Esplanade Dr Oxnard CA	Under Construction	16-500-02	JC	A 5,000 square-foot retail center with a 1,850 square-foot Starbucks drive-thru	6,850
37	Bijan Shahmoradi 8730 Wilshire Blvd. Suite 202 Beverly Hills, CA 90211 433-6815	WaterDrops Car Wash - Rancho Victoria	5th Street and Victoria Blvd Oxnard CA	Plan Check	16-150-01	JM	Proposed automated full service car wash and approximately 5,500 square feet building on 1.4 acre lot	5,500
38	Tom Davis tdavies@cardiffdp.com (805) 496-6449	Trinity Church at Trinity Plaza	1800 Camino Del Sol Oxnard CA	Under Construction BP# 18-1172	14-500-06	JM	Request to permit a 7,400 square foot church (New Trinity Community Church) with seating for 250 persons on a 1.04-acre site.	7,400
39	Reed Caldwell, Gold Coast Transit (805) 483-3959	Gold Coast Maintenance Facility	Auto Center Drive Paseo Mercado Oxnard CA	Under Construction	14-200-07	KM	Construction of an operations and maintenance facility: construct a 49,533 square foot facility - 17,935 sf office building; a 24,330 sqft maintenance building; a 2,105 sf fuel service station with fueling bays; and a 5,163 sf. wash building. The project includes outdoor parking for 125 buses along with landscaping and parking improvements to serve employees and visitors.	96,961

ID	DEVELOPER	PROJECT	LOCATION	STATUS	PZ Permit	PLNR	DESCRIPTION	SQF (Net)
40	Troy A. White TW LAND PLANNING & DEVELOPMENT 805.698.7153 twhite@twlandplan.com	Rancho Victoria Plaza Shopping Center	3600-3700 W Fifth St Oxnard CA	Approved	13-550-01 13- 300-02	JM	Proposal to construct 11 retail/commercial buildings that will range between 3,388 and 6,472 square feet in size. Buildings will be constructed on separate lots.	53,950
41	Michael Sanchez Coastal Architects (805) 985-7654	5th Street Banquet Hall	141 W Fifth St Oxnard CA	Under Construction BP# 17-5911	13-500-04	JM	Convert a portion of an existing office building to an assembly hall and event facility and construct a 2,274 square-foot addition.	2,274
42	Heady Design & Associates (909) 215-6079	Dewey Pest Control	2991 Ventura Blvd Oxnard CA	Expired	11-540-02	STAFF	A 5,700 square-foot office building and associated site improvements.	5,700

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,329 REGARDING THE EFFECTIVE DATE OF DEVELOPMENT
IMPACT FEES AS TO SPECIFIC PROJECTS

Whereas, on May 19, 2020, the City Council adopted Resolution No. 15,329, which adopted specific development impact fees that will become effective on July 18, 2020; and

Whereas, prior to the effective date of these development impact fees, the City Council wishes to amend Resolution No. 15,329 to exempt specific projects from the increase in the development impact fees if specific criteria are met; and

Whereas, except as specifically amended by this Resolution, all other provisions of Resolution No. 15,329 shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

Section 1. The City Council hereby incorporates the above recitals into the operative provisions of this Resolution by this reference.

Section 2. Section 8 is added to Resolution No. 15,329 to read as follows:

“8. If, as of July 19, 2020, a property owner has entitlements in place that allow development of the property to immediately occur once the necessary building permits have been obtained from the City, the property owner shall have the right to pay the development impact fees that were in place as of July 17, 2020. Such right to pay the development impact fees that were in place as of July 17, 2020 shall remain in effect until July 19, 2021. If, by July 19, 2021, a property owner has not obtained the building permits necessary for the development and/or not paid the development impact fees in full, then the property owner shall pay the development impact fees that are in effect as of the date that such fees are paid in full to the City.”

Section 3. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 7th day of July, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Resolution Amending the Effective Date of Increased Development Impact Fees (DIF) For Projects Meeting Specific Criteria

Jeffrey Lambert, Community Development Director
Community Development Department

City Council
July 7, 2020



What is a DIF?

- Assembly Bill 1600 (Mitigation Fee Act)
- A One-time fee on new development to mitigate their impacts
 - New or expanded city buildings and equipment (police, fire, youth centers, libraries, etc)
 - New or expanded parks
 - Reduce traffic impacts (traffic signals, road widening, adaptive traffic signals)
- Without adequate fees, the City's facilities and infrastructure will become overwhelmed
 - Leads to further reductions in levels of service & increased traffic congestion

Background

- Council voted 6-1 to approve the DIF fees, with the following modification:
 - DIFs that increased by up to 50% effective July 18, 2020
- Delayed implementation of those fees increasing by more than 50% as follows:
 - Apply 50% of the additional increase immediately;
 - 25% of the additional increase in July 2021; and
 - the final 25% of the additional increase in July 2022.

3

Applicability of DIFs

- The May 19, 2020, staff report suggested that projects that meet the following criteria be permitted to apply the current fees:
 - Obtained an approved planning entitlement; and
 - Obtains a building permit within 12 months of the effective date of the new DIFs.
- During City Council deliberations, statements were made to provide relief by allowing pending development projects that met a certain criteria to pay the existing DIF fees.
- City Council consensus was not specifically included in the motion introduced and passed by a majority of the City Council.

Rational for Amendment

- Difficult for developers to adjust budget assumptions too far into the development process.
- Therefore, to allow for the developments that have passed the significant milestone of obtaining an entitlement it is desirable to allow those projects to pay the DIF fees in effect at the time they obtained their entitlement.
- Some examples of development projects that may benefit from this provision are: Northshore at Mandalay Bay, Saviers Road Housing, 2161 East Etting Road, F Street Condos, Shoe City Plaza, Clinicas on Statham, Elevar Distribution Warehouse, and Rio Urbana.

5

Financial Impact

- By adopting the proposed amendment to provide relief to pending development projects as described, the City *may* receive less DIF revenue compared to what staff presented to Council on May 19, 2020 (\$150,453,331 for all DIFs).
- The developments meeting the specified criteria would still be subject to the previously adopted fees to mitigate their impacts on the City's infrastructure and services.

Recommendation

That the City Council adopt a resolution amending the implementation date of specific new and increased Development Impact Fees for projects meeting specific criteria.

7



Discussion



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.3

DATE: July 7, 2020

TO: City Council

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

SUBJECT: Utility Rate Assistance Program ("Project Assist") Update. (5/10/5)

RECOMMENDATION

That the City Council:

1. Adopt a Resolution for the Ratepayers Assistance Program ("Project Assist" – Year 4) in Fiscal Year 2020-21 for utility bills to assist Oxnard low-income residents and authorize staff to grant financial relief equal to a constant \$15.00 credit for the monthly utility service charged to customers who meet the eligibility requirements discussed in this staff report; and
 2. Authorize staff to direct up to \$145,000 from penalty fees charged to current customers who pay their bills late to fund the Utility Rate Assistance Program in Fiscal Year 2020-21.
- (Finance and Governance Committee approved 2-0.)

BACKGROUND

Project Assist accepted and assisted 392 Oxnard residents in the first ten (10) months of sign-up opportunities starting in June 2017 through April 2018. This was 44% of the capacity that could be funded for a full 12-month cycle at an assistance level of \$10 per month.

On July 10, 2018, City Council approved a total of \$100,000 from Oxnard customer late payment penalties be directed to fund the second year of a Utilities Rates Assistance Program. It was proposed that Oxnard's eligibility requirements remained on a first-come, first-served basis up to the cap of \$100,000.

On July 16, 2019, City Council approved a total of \$145,000 (the level of assistance increased to \$15 per month) from Oxnard customer late payment penalties to fund the third year of a Utility Rate Assistance Program for Fiscal Year 2019-20. Oxnard's eligibility requirements would remain on a first come, first served basis up to the cap of \$145,000.

DISCUSSION

UPDATE

In the current Fiscal Year 2019-20 (Year 3), Project Assist has accepted 531 Oxnard residents during the first 11 months of sign-up opportunities from July 2019 through May 2020. Program outreach (Year 3) has relied on a multi-faceted social media approach, city website posting, press release publication and word of mouth. Project Assist participant demographics are diverse, range from age 18 to 101, and often receive staff advisement adding or deleting names on the city utility bill to maintain eligibility at the Service Center or providing further SCE or Gas Co. CARE contact information. The application process will remain as an annual process. If residents participated in the program the third

year and remain eligible, then they will still be required to fill out an application for the fourth year of eligibility.

Staff also saw an increase in sign-ups in May after a utility bill insert run and which was possibly due to the coronavirus impact on the local economy. Sign-ups increased by 46 resulting in the largest increase in the last six (6) months. Eligible residents could file applications by email or sending U.S. Mail. The in-person registration sessions at the Library ended in February. The following table provides Project Assist past and current information.

Fiscal Year	Participants	Utility Rate Assistance	Utility Penalty Fees
FY 2017-18	392	\$99,921	\$1.14 million
FY 2018-19	548	\$88,755	\$1.34 million
FY 2019-20*	531	\$62,635	\$1.01 million

*Actual data for 11 months only

PROGRAM EXTENSION

If the \$145,000 threshold is met in Year 4 by participating income qualified customers, the program will close and a waiting list will be established. However, a \$145,000 allocation for Year 4 would allow for 805 Oxnard residents receiving a discount the full 12 months of the fiscal year. Over a 12-month period, this would increase the participant's utility bill savings by an additional 33%. In implementing the program for three (3) years, staff has also noted new participants signing up throughout the fiscal year spurred by running multiple utility bill program inserts, press releases or sign-up session outreach through the weekly City Neighborhood Council Packet.

Project Assist participants would continue to follow a verification process of eligibility requirements. Customers would have to re-submit eligibility annually or when requested by staff and meet all of the criteria. The monthly sign-up sessions, administered by staff are a critical element to the program's customer service due to the reality that the participants often do not have access or the comfortable level to use computers or require staff assistance to explain, ready or clarify eligibility and required items.

In response to comments from the Finance and Governance Committee on June 23, 2020, staff inquired of another jurisdiction in California that is currently using penalty fees to fund its utility rate assistance program. The City of Ventura directs \$50,000 annually from penalty fees to fund a residential Water Customer Assistance Program. They have 498 participants with a cap of 600. The discount is dependent on the size of the meter at the property. Discounts are 50% of the cost shown on the water bill as a service charge up to approximately \$100 annually.

Furthermore, other cities such as the City of Port Hueneme, City of Camarillo, City of Davis, and City of Tracy also have utility rate assistance programs but are not funded by late payment penalty fees. The City of Port Hueneme funds their utility rate assistance program from interest rate revenue fund. The City of Camarillo funds their utility rate assistance program from voter approved special assessment fund. The City of Davis funds their utility rate assistance program from roundup amount donation option from utility bill fund. The City of Tracy funds their utility rate assistance program from their general fund.

Staff did not find a jurisdiction that has plans to enhance their utility rate assistance program due to COVID-19 impact on the local economy at this time.

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:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

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

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program (“Project Assist”) for Year 4 in FY 2020-21 is \$145,000 from the utility penalty account plus staff resources to continue to operate the program. This is approximately 15.8% of the annual utility penalty fee average of \$918,878 over the last eight (8) fiscal years. This program does not affect utility rates charged to customers. An additional \$13,200 from donated funds will be utilized to assist low-income seniors with utility payments.

Approximately 12 hours per month of staff time is used in Project Assist to manage, process the applications, establish the credit billing process, and assign the discount rate to each eligible customer. Year 4 of this program will be effective July 1, 2020.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 2-0 on June 23, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Project Assist Resolution_2020 and Exhibit A
2. Project Assist Presentation for Council 7-7-20

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A
RATEPAYERS ASSISTANCE PROGRAM FOR FISCAL YEAR 2020-21

WHEREAS, the City of Oxnard provides water, wastewater, and solid waste services to residents and businesses within the community; and

WHEREAS, clean water and good sanitation are essential to public health and safety and improve the quality of life of residents; and

WHEREAS, the City desires to assist eligible low-income utility customers with financial assistance to help pay their monthly utility bills; and

WHEREAS, ratepayers must meet the certain eligibility criteria to receive the financial assistance from the City; and

WHEREAS, the City may fund a ratepayers assistance program using late fee payments; and

WHEREAS, on April 25, 2017, the City Council adopted Resolution 15,008, establishing a ratepayers assistance program; and

WHEREAS, on July 16, 2019, the City Council adopted Resolution 15,250, increasing the level of ratepayer assistance to \$15.00 per customer for Fiscal Year 2019-20; and

WHEREAS, the City Council now desires to extend the assistance available to eligible ratepayers for Fiscal Year 2020-21.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The foregoing recitals are true and correct.
2. Adoption of Program. The Ratepayers Assistance Program (Program) that is further explained in Exhibit A, which is attached hereto and incorporated herein by this reference, is hereby adopted. The City Manager is authorized to take all administrative actions necessary to implement the Program and to make non-substantive modifications that may be necessary for the Program's operation.
3. If any section, sentence, clause or phrase of this Resolution or exhibit thereto is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council declares that it would have adopted the Resolution, and each exhibit, section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.
4. CEQA. According to Section 15378 of Title 14 of the California Code of Regulations, the California Environmental Quality Act (CEQA) defines a "project" as "the whole

of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The term does not apply to general policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment. The Program is a policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment as it does not build, install, demolish or otherwise affect land use. Since this is not considered a “project” under CEQA, no further environmental review is required.

5. Upon the effective date of this resolution, Resolution No. 15,250 is hereby repealed.

PASSED AND ADOPTED this _____th day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

EXHIBIT A

Ratepayers Assistance Program (Program)

1. Program Description. The City shall provide the Ratepayers Assistance Program (Program) to eligible ratepayers in the form of financial assistance to be applied directly to the ratepayers' monthly bill.

The proposed financial assistance amount is subject only to the restrictions of adequate Program funding.

Funding. Approve a Rates Assistance Program for Utility Bills to assist Oxnard residents and authorize staff to grant financial relief equal to \$15.00 of the monthly City of Oxnard utility bill charge for customers meeting the eligibility requirements described herein effective July 1, 2020; Authorize staff to direct \$145,000 annually from penalty fees to fund the Utilities Rate Assistance Program for Utility Bills Fiscal Year 2020-21 (July 1, 2020 – June 30, 2021) to assist residential customers.

3. Notices. Community outreach efforts will be used to notify the public about the Program and the positive impact it will have on the community by helping to ensure the eligible ratepayers have access to this vital resource.

4. Application. Eligible ratepayers wishing to participate in the Program complete a written application and declaration of eligibility. Based on this application, City staff will determine whether the ratepayer is eligible to participate in the Program.

5. Eligibility. Funds shall only be applied to utility accounts with the City on behalf of ratepayers who meet all the following criteria:

TWO WAYS TO QUALIFY

1. If a person in the household receives benefits from any of these programs:

- Medi-Cal / Medicaid
- Medi-Cal for Families A & B
- Women, Infants and Children (WIC)
- CalWORKs (TANF)1 or Tribal TANF
- Head Start Income Eligible - Tribal Only
- Bureau of Indian Affairs General Assistance
- CalFresh (Food Stamps)
- National School Lunch Program (NSLP)
- Low Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)
- Includes Welfare-to-Work
- Southern California Edison CARE Program
- Southern California Gas Company CARE Program

2. Total income for all persons in your household meets the following income guidelines:

1-2	\$32,040
3	\$40,320
4	\$48,600
5	\$56,880
6	\$65,160
7	\$73,460
8	\$81,780

*Includes current household income from all sources before deductions.

Total household income is all revenues, from all household members, from whatever sources derived, including but not limited to: wages, salaries, interest, dividends, spousal and child support payments, public assistance payments, Social Security and pensions, rental income, income from self-employment and all employment-related non-cash income.

If you are recently unemployed, your household income will be calculated from the date of your unemployment. All other provisions on determining income, described above, still apply.

Eligibility Factors in the CARE (California Alternative Rates for Energy) Program with Southern California Edison or Southern California Gas

- The utility bill must be in your name and the address must be your primary address.
- You must not be claimed as a dependent on another person's income tax return other than your spouse.
- You must recertify your application when requested.
- You must notify the City of Oxnard within 30 days if you no longer qualify.
- You will be asked to verify your eligibility for the Southern California Edison or Southern California Gas Company CARE Program.

Verification of eligibility can be any of the following forms of documentation:

- a. Proof of Residency: rental or lease agreements; mortgage statements; property tax bills.
- b. Proof of Age and Identification: California driver's license, passport or other government-issued identification.
- c. Proof of Income and Head of Household Status: Federal income tax returns.
- d. Proof of Accountholder Status and Usage: Most recent utility bill.
- e. Must reside in the applicable single-family residential structure, or a condominium or townhome unit and be the residential utility account holder of record for utility services at the date of application or the designated head of household of the applicable residential location;

6. Verification. City staff may verify Program eligibility through the following forms of documentation:

- a. Proof of Residency: California driver's license or other government issued identification; lease agreements; mortgage statements; rent/mortgage receipt; home owner's insurance; property tax bill; employment records; utility bill.
 - b. California driver's license, passport or other government-issued identification.
 - c. Proof of Income and Head of Household Status: Federal income tax returns.
 - d. Proof of Accountholder Status and Usage: Most recent utility bill.
7. Only one discount shall be applied per household.
8. First-come, first-served. The City will apply existing funding for this Program on a first-come, first-served basis. The City cannot guarantee that at any time there will be adequate funds for all eligible applicants.
9. Annual Review. The Program and all applications shall be reviewed on an annual basis for continued funding resources and each ratepayer's eligibility standards.

Utility Rate Assistance Program ("Project Assist") Update

Oxnard City Council
July 7, 2020

Jay Duncan
Call Center Manager
Public Works Department

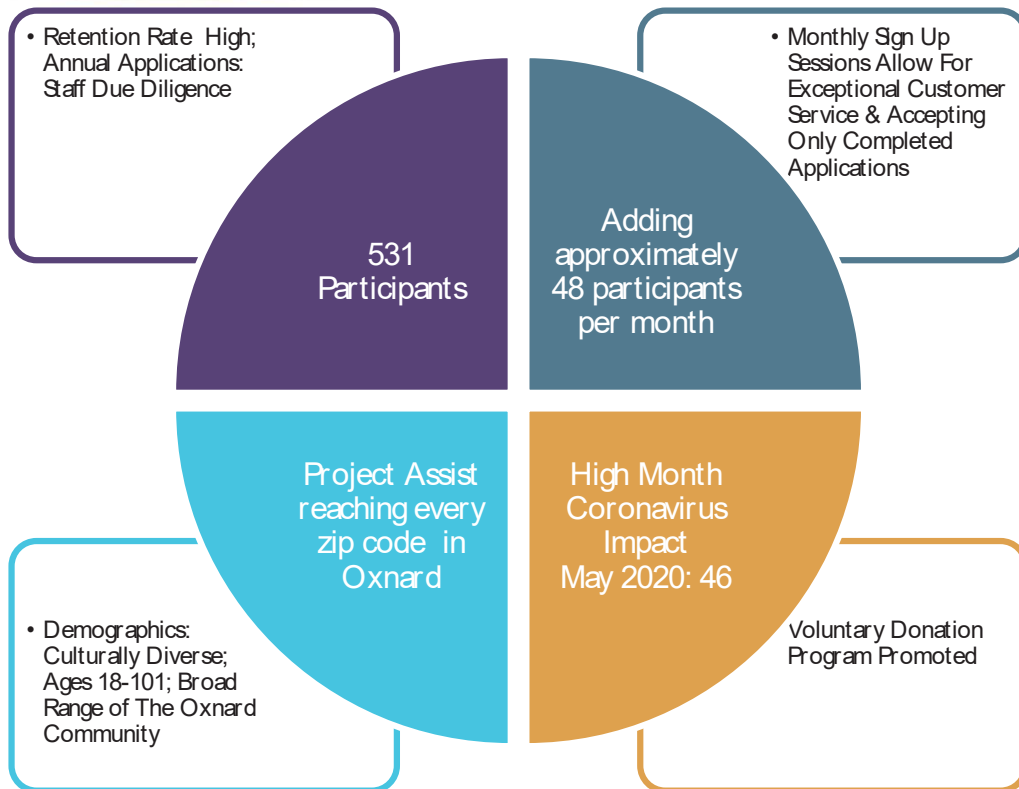


RECOMMENDATION

That the City Council:

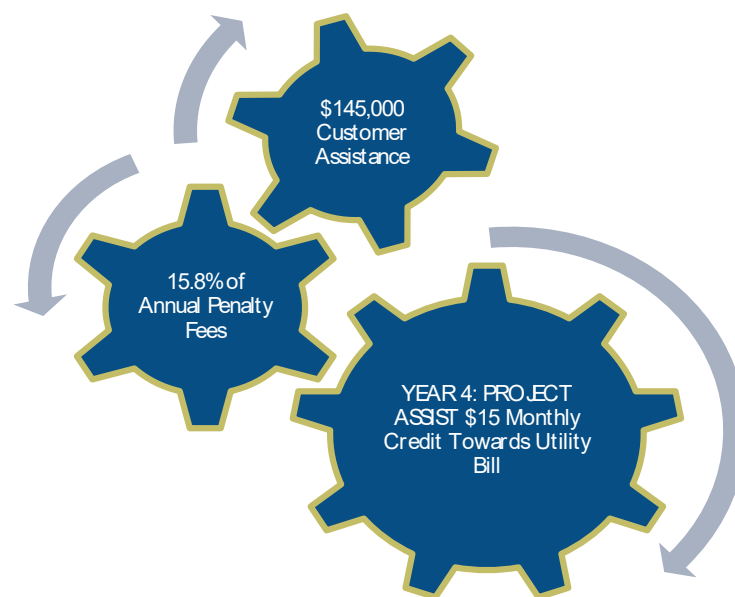
1. Adopt a Resolution for the Ratepayers Assistance Program ("Project Assist" – Year 4) in Fiscal Year 2020-21 for utility bills to assist Oxnard low-income residents and authorize staff to grant financial relief equal to a constant \$15.00 credit for the monthly utility service charged to customers who meet the eligibility requirements discussed in this staff report; and
2. Authorize staff to direct up to \$145,000 from penalty fees charged to current customers who pay their bills late to fund the Utilities Rate Assistance Program in Fiscal Year 2020-21.

PROJECT ASSIST: YEAR 3 UPDATE



3

RECOMMENDED AMOUNT OF ANNUAL ASSISTANCE



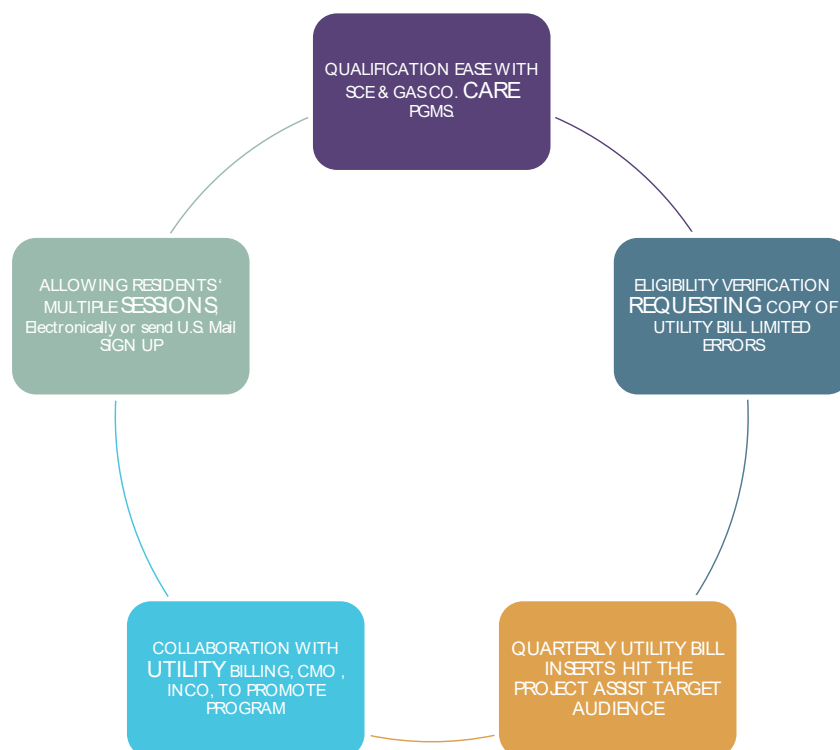
OTHER JURISDICTIONS

No California cities found planning special Utility Rate Assistance due to Covid-19

- City of Ventura: \$50,000 annually from penalty fees funds Water Assistance Program
- City of Port Hueneme: Interest Rate Revenue
- City of Camarillo: Voter-Approved Special Assessment
- City of Davis: "Roundup" Amount Donation Option on Utility Bill
- City of Tracy: General Fund. \$26/month. No Cap. Open-ended

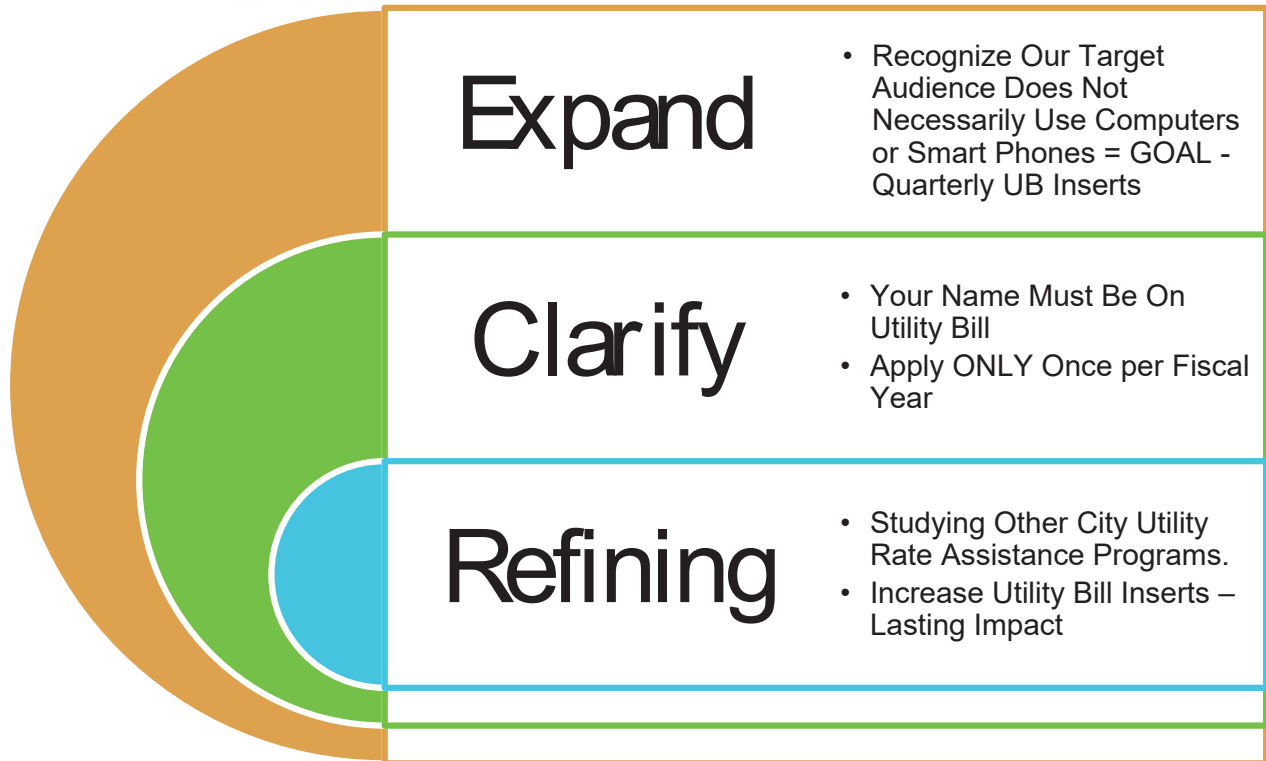
5

WHAT DID STAFF LEARN IN YEAR 3 THAT WORKED



246

6



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THE PROGRAM'S LOOK – UTILITY BILL INSERTS, WEBSITE & SOCIAL MEDIA

November 2017

NEED HELP PAYING YOUR UTILITY BILL?

PROJECT ASSIST

Project Assist, Oxnard's new rate assistance program, offers income-eligible community members a \$10 monthly discount toward their utility bill. All the simple enrollment process requires is a signed application and proof of program eligibility.

- Cost for the Project Assist program is \$145,000
- Source: Penalty fees charged to current customers who pay their bills late.

QUESTIONS?