

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.



AMENDED AGENDA

Section H, Item 1. (2) Revised AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

May 18, 2021

Closed Session - 4:30 PM

Appointment Items - 5:30 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.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities 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. Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 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. Requests to speak must be submitted no later than 2:00 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.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: City of Oxnard v. County of Ventura

Ventura County Superior Court, Case No. 56-2021-00552428-CU-WM-VTA

Legislative Body: City Council

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: (Presentation / Council Discussion / Public Comment)

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))

Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in two (2) potential cases.

Legislative Body: City Council

D. APPOINTMENT ITEMS (5:30 PM)

1. Cultural & Community Services Department

SUBJECT: Senior Services Commission Annual Report. (10/5/5)

RECOMMENDATION: That City Council receives the Senior Services Commission annual report.

This item did not originate in Committee.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Week of May 16 - 23, 2021 as "Public Works Week."

2. SUBJECT: Presentation of a Resolution Commending Deirdre Frank for Over Eleven Years of Dedicated Service on the Planning Commission.

G. 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. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Orders. (10/5/5)

RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

2. Adopt a resolution ratifying orders issued by the Director in response to the COVID-19 Local Emergency rescinding prior Director Order that suspended parking restrictions related to street sweeping such that citations for street sweeping violations shall resume on June 1, 2021, and rescinding Director Orders which closed specified city owned and operated parks and related facilities; allowed the use of recreational vehicles as housing for quarantined persons and essential workers as a result of COVID-19; and established citation procedures for violations of the Director's COVID-19 related orders.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION/CONSENT AGENDA

1. Housing Department

SUBJECT: Mobile Home Park Rent Stabilization System Annual Activity Report for 2020

RECOMMENDATION: That the City Council receive and file the 2020 Annual Activity Report for the Mobile Home Park Rent Stabilization System, as adopted by the Mobile Home Park Rent Review Board.

This item did not originate in Committee.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Fire Department

SUBJECT: US Digital Purchase Order for \$332,674.87 to Purchase Five (5) G2 Fire Station Alerting Systems.

RECOMMENDATION: That the City Council authorize the Mayor to execute a Purchase Order with US Digital Designs in the amount of \$332,674.87 for the purchase of five (5) G2 Fire Station Alerting Systems.

This item did not originate in Committee.

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

3. Cultural & Community Services Department

SUBJECT: Appointment of Two Representatives to the Ventura County Area Agency on Aging Advisory Council

RECOMMENDATION: That City Council approve the recommendation from the Senior Services Commission and appoint two Senior Services Commissioners to the Ventura County Area Agency on Aging Advisory Council.

This item did not originate in Committee.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

4. Public Works Department

SUBJECT: Award Agreement A-8323 to Ardalan Construction Company, Inc., for Garden City Acres Park Improvement Project, Specification No. PW 20-54.

RECOMMENDATION: That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8323 with Ardalan Construction Company, Inc. in the amount of \$479,379 for the Garden City Acres Park Improvement Project, Specification No. PW 20-54 (Project No. 145702);

2. Approve \$47,938 for project contingency for the Garden City Acres Park Improvement Project (Project No. 145702); and

3. Approve \$47,938 for engineering, inspection, survey and project management for the Garden City Acres Park Improvement Project (Project No. 145702).

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

5. Public Works Department

SUBJECT: First Amendment to Agreement A-8135 with Conico Toro, Inc. for Delivery of Lubricants and Antifreeze to City Facilities.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8135 with Conico Toro, Inc., in the amount of \$500,000 for a new not to exceed amount of \$856,100 and to extend the term to June 30, 2024 for the delivery of lubricants and antifreeze to City facilities.(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

6. Police Department

SUBJECT: Office of Traffic Safety - Selective Traffic Enforcement Program Grant

RECOMMENDATION: That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$478,018.52 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for FY 2021-2022 Selective Traffic Enforcement Program (S.T.E.P);
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of OTS grant funds; and
4. The Chief of Police or designee to submit all program-related progress or status reports.

(Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Eric Sonstegard, (805) 385-7801

7. Police Department

SUBJECT: Office of Traffic Safety - Pedestrian and Bicycle Safety Grant

RECOMMENDATION: That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$25,694.49 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for FY 2021-2022 Pedestrian and Bicycle Safety;
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of the OTS funds; and
4. The Chief of Police or designee to submit all program-related progress or status reports.

(Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Eric Sonstegard, (805) 385-7801

8. Cultural & Community Services Department

SUBJECT: Agreement with the Oxnard School District for the Operations of the After School Education and Safety Grant.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement (A-8318) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$2,750,000 with a City match of \$130,000 of in-kind services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/WaWPH0eAmek>

(Community Services Committee approved 3-0)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

M. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Recovery of Nuisance Abatement Costs. (0/10/5)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs;
2. Approve the cost report; and
3. Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/nnN6-HjVWpo>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7868

N. REPORTS1. City Manager Department

SUBJECT: County of Ventura: Channel Islands Harbor Cooperation Agreement; First Amendment to Lease Agreement (Channel Islands Harbor Fire Station); Resolution regarding Property Tax Sharing. (0/15/15)

RECOMMENDATION: That the City Council:

1. Approve a Cooperation Agreement (A-8338) with the County of Ventura (County) as it relates to the Channel Islands Harbor (Harbor), inclusive of Fire Station No. 6, and a city-wide tax sharing agreement.
2. Approve the First Amendment to Lease Agreement (Channel Islands Harbor Fire Station) {A-7294}.
3. Adopt a resolution for tax sharing related to annexations entitled:

“JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AND THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA
AGREEING TO THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES FOR
TRANSFERS OF SERVICE RESPONSIBILITIES AND BOUNDARY
CHANGES BETWEEN THE CITY AND THE COUNTY”.

(This item did not originate in Committee)

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

Legislative Body: City Council

Contact: Ashley Golden, (805) 385-7478

2. Public Works Department

SUBJECT: Water Supply Outlook and Drought Condition Update. (0/10/10)

RECOMMENDATION: That the City Council receive and file the Water Supply Outlook and Drought Condition Update.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/4O0JC2GQMfw>

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

3. Community Development Department

SUBJECT: Exception to CalPERS 180 Day Wait Period for Appointment of a Retired Annuitant to Perform Limited Term Specialized Project Work. (0/5/5)

RECOMMENDATION: That City Council adopt a resolution appointing Earnel Bihis as Interim Assistant Traffic Engineer and certifying an exception to the CalPERS 180 day wait period for employment following retirement. This item did not originate in Committee as it is a routine operational item.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/JnrZXg4YNZI>

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7868

4. Public Works Department

SUBJECT: Pavement Management Update. (0/10/10)

RECOMMENDATION: That the City Council receive a report on the Pavement Management Plan, provide input and direct staff to either:

1. Fund ongoing street pavement conditions at an average Pavement Condition Index (PCI) level of 65. This can be achieved within the current budget, no additional funding required; or
 2. Identify funding to support improving pavement conditions to an average PCI level of 70. It is anticipated this will cost an additional \$43.7M over the next three years (\$14.6M annually); or
 3. Identify funding to support improving pavement conditions to an average PCI level of 75. It is anticipated this will cost an additional \$116.1M over the next five years (\$23.2M annually).
- (Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/SufW6lHaTNw>

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

5. Public Works Department

SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2021-2026. (0/10/10)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Fiscal Year 2021-22 projects to be selected from the Proposed 2021-2026 City of Oxnard Five Year Capital Improvement Program; and
 2. Adopt the 2021-2026 City of Oxnard Five Year Capital Improvement Program.
- (Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/cpwS-YWiLC0>

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

6. Human Resources Department

SUBJECT: Agreement No. A-8319 with George Hills Company, Inc. for Liability Claims Administration and Adjustment Services (0/10/10)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement No. A-8319 with George Hills Company, Inc. in an amount not to exceed \$1,084,182 for liability claims administration and adjustment services over a five-year term.

(Finance and Governance Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wbvfiBB4GA>

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

7. Public Works Department

SUBJECT: Parks and Landscape Maintenance Update. (0/10/10)

RECOMMENDATION: That the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

1. Identify funding to support improving parks and landscape maintenance at a **Base Level of Service**, which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, and annual grid pruning of trees within the parkways and medians of the arterial streets. It is anticipated this will cost an additional **\$2.98 million annually**; or
2. Identify funding to support improving parks and landscape maintenance at an **Enhanced Level of Service** (includes Base Level of Service), which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, annual grid pruning of trees within the parkways and medians of the arterial streets, annual grid pruning of the park trees, daily trash removal in the parks and daily janitorial services for the park restrooms. It is anticipated this will cost an additional **\$3.8 million annually**; and
3. Identify funding to repair playgrounds for **\$485,000**; and
4. Identify funding to renovate sports fields and amenities for **\$549,000**; and
5. Identify funding to increase water budget as well as funding for turf reduction projects for **\$592,000**; and
6. Identify funding to renovate gateway monuments for **\$140,000**.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/D1jmi5bor20>

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

O. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
APPOINTMENT ITEMS (5:30 PM)
AGENDA ITEM NO. D.1

DATE: May 18, 2021
TO: City Council
FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org
SUBJECT: Senior Services Commission Annual Report. (10/5/5)

RECOMMENDATION

That City Council receives the Senior Services Commission annual report.

This item did not originate in Committee.

BACKGROUND

The Senior Services Commission's annual report to Council traditionally is given the month of May to highlight Older American's Month and the great programs offered through Oxnard Senior Services. A presentation will be given at the Council meeting highlighting programs and services offered in 2020, during COVID-19. This was a year of adaptation and resilience as the City closed programs yet continued to search for ways to meet the needs of the senior community. Outdoor programs were developed to keep safety in the forefront while senior nutrition became an absolute necessity for many. It continues to be the mission of Senior Services to evaluate, promote and encourage new and existing activities and services that enhance the quality of life for seniors of Oxnard.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Renee Rakestraw, Community Services Manager

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

CEREMONIAL ITEMS AGENDA ITEM NO. F.2

DATE: May 18, 2021

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Presentation of a Resolution Commending Deirdre Frank for Over Eleven Years of Dedicated Service on the Planning Commission.

RECOMMENDATION

That the City Council adopt a resolution commending Deirdre Frank for over eleven years of dedicated service on the Planning Commission.

(This item did not originate in Committee)

BACKGROUND

Deirdre Frank served as a Planning Commissioner for the City of Oxnard from July, 2006 through January, 2011 and then was reappointed and served from February, 2014 through April, 2021.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. Resolution - Deirdre Frank

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING DEIRDRE FRANK FOR OVER ELEVEN YEARS
OF EXEMPLARY SERVICE AS A PLANNING COMMISSIONER

WHEREAS, Deirdre Frank served as a Planning Commissioner for the City of Oxnard from July, 2006 through January, 2011 and then was reappointed and served from February, 2014 through April, 2021; and

WHEREAS, during her tenure as a Planning Commissioner, Deirdre Frank participated in deliberations and decisions on many significant projects for the Oxnard community, including: certification of the Environmental Impacts Reports for Wagon Wheel Development and Sakioka Farms as well as the development of the Las Cortes Specific Plan, Village Specific Plan, implementation of the RiverPark Specific Plan, and numerous other significant residential, commercial, and industrial projects; and

WHEREAS, Deirdre Frank also served as Chair of the Planning Commission from 2014 - 2016; March, 2017 through April, 2018 and was once again re-elected to serve as Chair from June, 2019 through April, 2021; and

WHEREAS, as Chair, Deirdre Frank insured that the opinions of all Commissioners were carefully considered and respectfully acknowledged; and

WHEREAS, Chair Frank reviewed extensive amounts of materials from businesses and residents submitted for Planning Commission consideration, carefully weighing the viewpoints of all who testified and appeared before the Planning Commission; and

WHEREAS, as Commissioner and as Chair, Ms. Frank was instrumental in the adoption of key Oxnard advancements including adoption of the Downtown Code, General Plan re-zoning, the 2013-2021 Housing Element, the Oxnard Corridor Community Transportation Improvement Plan, and numerous capital improvement projects.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Deirdre Frank for over eleven years of dedicated service on the Planning Commission for the City of Oxnard and offer best wishes for much luck and success in all future endeavors.

PASSED AND ADOPTED this 18th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
REPORT OF CITY MANAGER/EXECUTIVE
DIRECTOR/SECRETARY
AGENDA ITEM NO. H.1

DATE: May 18, 2021

TO: City Council

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

SUBJECT: COVID-19 Update, Ratification of Director of Emergency Services Orders. (10/5/5)

RECOMMENDATION

That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.
2. Adopt a resolution ratifying orders issued by the Director in response to the COVID-19 Local Emergency rescinding prior Director Order that suspended parking restrictions related to street sweeping such that citations for street sweeping violations shall resume on June 1, 2021, and rescinding Director Orders which closed specified city owned and operated parks and related facilities; allowed the use of recreational vehicles as housing for quarantined persons and essential workers as a result of COVID-19; and established citation procedures for violations of the Director's COVID-19 related orders.

BACKGROUND

On March 4, 2020, the State of California declared a state of emergency in response to concerns over COVID-19. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. On March 12, 2020, the Ventura County Health Officer declared a Local Health Emergency in response to the COVID-19 pandemic. On March 13, 2020, in response to this rapidly evolving public health crisis, the City Manager, in his role as the Director of the Emergency Services (the "Director") as delegated in Chapter 6 of the City Code, proclaimed the existence of a local emergency, which the City Council ratified and proclaimed on March 17, 2020 (the "Local Emergency").

Pursuant to Government Code Section 8634, the Director "may promulgate orders and regulations necessary to provide for the protection of life and property." The Director has issued several such orders and regulations during the Local Emergency. Upon review of Orders issued during the Local Emergency and given improved conditions in recent weeks, the Director has determined that certain regulations previously issued are no longer required. Accordingly, the Director adopted Director Order Nos. 21-01 and 21-02 on May 7, 2021 to rescind certain orders and regulations that are no longer needed.

Director Order 21-01 rescinds Subsection D of Section 1 of Director Order 20-02, which suspended parking restrictions related to street sweeping. While effective immediately, Director Order 21-01 provides that citations for street sweeping violations shall resume on June 1, 2021 and that, between now and that time, staff shall inform the public of the date that the City will resume issuing citations.

Director Order 21-02 rescinds Director Order 20-04, which closed specified city owned and operated parks and related facilities; Director Order 20-05, which allowed the use of recreational vehicles as housing for quarantined persons and essential workers as a result of COVID-19; and Director Order 20-07, establishing citation procedures for violations of

the Director's COVID-19 related orders. The rescinded orders are no longer needed at this stage in the recovery from the COVID-19 pandemic.

The attached resolution for Council's consideration ratifies Director Orders 21-01 and 21-02 pursuant to City Code section 6-3(C)(1).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Director Order 21-01 will result in an increase in City parking citation revenues.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. Resolution Ratifying Director Orders 21-01_21-02
2. Director Order No. 21-01
3. Director Order No. 21-02

**CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
RATIFYING ORDERS ISSUED BY THE DIRECTOR OF EMERGENCY
SERVICES**

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services (the “Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the “Local Emergency”); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director’s March 13, 2020 proclamation; and

WHEREAS, pursuant to Government Code section 8634, Resolution No. 15,304 and Chapter 6 of the City Code, the Director may promulgate orders and regulations necessary to provide for the protection of life and property and shall request the City Council to ratify such orders and regulations; and

WHEREAS, the Director has issued Order Nos. 21-01 and 21-02, attached as exhibits hereto in response to the Local Emergency.

///

///

///

///

///

///

///

///

///

///

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Orders 21-01 and 21-02 issued by the Director and attached as Exhibits A and B hereto are necessary to provide for the protection of life and property in response to the Local Emergency and are hereby ratified.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A
[Director of Emergency Services Order 21-01]

EXHIBIT B
[Director of Emergency Services Order 21-02]

CITY OF OXNARD

DIRECTOR ORDER NO. 21-01

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD RESTORING ENFORCEMENT OF PARKING RESTRICTIONS RELATED TO STREET SWEEPING

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard (“City”), acting in the capacity of the Director of Emergency Services (the “Director”), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor of the State of California (the “Governor”) declared a state of emergency in response to the spread of the COVID-19 respiratory disease; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the “Local Emergency”); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director’s March 13, 2020 proclamation; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20, ordering all individuals in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of sixteen critical infrastructure sectors; and

WHEREAS, on March 19, 2020, the Director issued Director Order 20-02, suspending certain City requirements including parking restrictions related to street sweeping; and

WHEREAS, Section 3 of Director Order 20-02 authorizes the Director to modify or rescind Director Order 20-02.

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. Subsection D of Section 1 of Director Order 20-02 is hereby rescinded. Staff shall resume issuing citations for street sweeping violations on June 1, 2021. Between the effective date of this Order and June 1, 2021, staff shall inform the public that the City will resume issuing citations for violating parking restrictions related to street sweeping on June 1, 2021.

SECTION 2. This Order may be modified or rescinded by further Order by the Director or by the City Council.

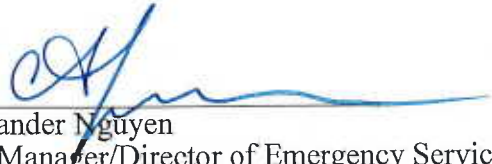
SECTION 3. This Order shall become effective immediately.

*DES Order No. 21-01
May 7, 2021*

SECTION 4. This Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 5. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: May 07, 2021

By: 
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

*DES Order No. 21-01
May 7, 2021*

CITY OF OXNARD

DIRECTOR ORDER NO. 21-02

ORDER OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD RESCINDING DIRECTOR ORDERS RELATED TO CLOSURES OF CERTAIN CITY OWNED AND OPERATED PARKS AND RELATED FACILITIES, THE USE OF RECREATIONAL VEHICLES FOR HOUSING OF QUARANTINED PERSONS AND ESSENTIAL WORKERS, AND ENFORCEMENT OF LOCAL ORDERS

WHEREAS, Government Code section 8630 and Chapter 6 of the Oxnard City Code empower the City Manager of the City of Oxnard ("City"), acting in the capacity of the Director of Emergency Services (the "Director"), to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 4, 2020, the Governor of the State of California (the "Governor") declared a state of emergency in response to the spread of the COVID-19 respiratory disease; and

WHEREAS, on March 13, 2020, in response to the rapidly evolving public health crisis resulting from the COVID-19 pandemic, the Director proclaimed the existence of a local emergency (the "Local Emergency"); and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 15,304, proclaiming the Local Emergency and ratifying the Director's March 13, 2020 proclamation; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20, ordering all individuals in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of sixteen critical infrastructure sectors; and

WHEREAS, on April 7, 2020, the Director issued Director Order 20-04, closing specified city owned and operated parks and related facilities; and

WHEREAS, on April 8, 2020, the Director issued Director Order 20-05, allowing the use of recreational vehicles as housing for quarantined persons and essential workers as a result of COVID-19; and

WHEREAS, on April 10, 2020, the Director issued Director Order 20-07, establishing citation procedures for violations of the Director's COVID-19 related orders; and

WHEREAS, Director Orders 20-04, 20-05, and 20-07 authorize the Director to modify or rescind said Director Orders.

*DES Order No. 21-02
May 7, 2021*

NOW, THEREFORE, THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF OXNARD DOES HEREBY ORDER AS FOLLOWS:

SECTION 1. Director Orders 20-04, 20-05 and 20-07 are hereby rescinded.

SECTION 2. This Order may be modified or rescinded by further Order by the Director or by the City Council.

SECTION 3. This Order shall become effective immediately.

SECTION 4. This Order shall be given publicity and notice as required by Government Code section 8634.

SECTION 5. The City Clerk shall certify to the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

Dated: May 07, 2021

By: 
Alexander Nguyen
City Manager/Director of Emergency Services
City of Oxnard

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney



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

DATE: May 18, 2021
TO: City Council
FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org
SUBJECT: Mobile Home Park Rent Stabilization System Annual Activity Report for 2020

RECOMMENDATION

That the City Council receive and file the 2020 Annual Activity Report for the Mobile Home Park Rent Stabilization System, as adopted by the Mobile Home Park Rent Review Board.
This item did not originate in Committee.

BACKGROUND

The Mobile Home Rent Stabilization System, set forth in Chapter 24 of the City Code, protects the housing affordability of nearly 2900 families in the City who own manufactured housing units and who rent spaces, on a permanent basis, in the twenty privately-owned mobile home parks in Oxnard. The Rent Stabilization System thus directly impacts the housing affordability of more households than any other single City program – approximately five percent of all Oxnard households.

Mobile home rent stabilization is a system of administrative law that balances the interests of two sets of property owners, the families who own manufactured housing units, and the owners of the land upon which those units sit. The Mobile Home Park Rent Review Board ("Board"), created by City Council pursuant to Chapter 24-5 of the City Code, is a quasi-judicial body which serves as the final administrative appeal entity in the implementation of the Rent Stabilization System.

Pursuant to Chapter 24-6 of the Code, the Board is required to submit an annual report of the Rent Stabilization System's activities to the City Council. At its meeting of December 21, 2020, the Board adopted the attached Annual Activity Report for 2020, and authorized and directed Board Chairman Martin Remmen to execute and transmit it to the City Council.

In summary the 2020 report documents:

- 19 of the 20 parks applied for a Consumer Price Index (C.P.I) increase ranging from a 1.5%- 2.97% increase, which is permitted per Chapter 24-9(A)(1);
- No homeowner protests were filed in 2020;
- No application to increase rent greater than the allowed C.P.I formula; and
- No appeal hearings requested or held.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item is routine in nature and submitted annually, therefore it did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Mobile Home Park Rent Stabilization System Annual Activity Report for 2020

ANNUAL ACTIVITY REPORT FOR 2020

CITY OF OXNARD MOBILE HOME PARK RENT REVIEW BOARD

1. THE BOARD

The Mobile Home Park Rent Review Board consists of three Commissioners who were appointed to three-year terms at the City Council meeting of January 23, 2018: Cynthia Daniels, Felipe Flores, and Martin Lee Remmen; plus Commissioner Efrain Jimenez, appointed by City Council on May 21, 2019.

2. BOARD MEETINGS

The Rent Review Board met once in 2020, on December 21, 2020.

3. PROCESSING OF RENT INCREASE APPLICATIONS IN 2020

A. Types of Space Rent Increases

Chapter 24 of the City Code establishes two mechanisms by which owners of mobile home parks in the City may apply for general space rent increases. Chapter 24-9 of the Code defines the procedure for C.P.I. (Consumer Price Index) Formula Adjustment increase applications, and Chapter 24-10 creates the mechanism for applying for Discretionary Rent Increases.

B. Calculation of C.P.I. Space Rent Increases

The formula by which the maximum permissible C.P.I. space rent increase for which a park may apply is set forth in Chapter 24-9(A)(1), and as based on the change in the C.P.I. from August of one year to August of the next year. Whenever that change is 4 percent or less, the maximum permissible space rent increase for the next calendar year is equivalent to 100% of that August-to-August percentage change. The C.P.I. change has not exceeded that 4% threshold since 2008.

The permissible C.P.I. space rent increase for rent increases applied for in 2020, as determined by the inflation rate, is 2.97%. For calendar year 2021, the permissible increase will be 2.02%. Maximum permissible increases in recent years have been as indicated below:

2019:	3.87%
2018:	2.82%
2017:	1.43%
2016:	1.14%
2015:	1.81%
2014:	0.84%
2013:	2.32%
2012:	2.41%

2011: 0.83%
 2010: No increase (2009 was a deflationary year)

C. Park Applications for C.P.I. Formula Rent Increases in 2020

There are twenty (20) mobile home parks in Oxnard, ranging in size from 39 spaces to 265 spaces. The following eighteen (18) parks applied for 2.97% C.P.I. space rent increases to take effect in calendar year 2020:

Country Club Mobile Estates	Cypress Mobile Home Park
Evergreen R. V. Park	Imperial Oxnard Mobile Estates
Kona Kai Mobile Estates	Oxnard Mobile Home Lodge
Ocean-Aire Mobile Estates	Oxnard Shores Mobile Home Park
Oxnard Pacific Mobile Estates	Royal Palms Mobile Estates
Pleasant Valley Mobile Home Park	Royal Duke Mobile Estates #2
Royal Duke Mobile Estates #1	Sunny Acres Park
Sunshine Manor Mobile Home Park	Valley Trailer Villa
Villa Capri Mobile Estates	Meadowlake Park

One other park, Silverwheel Mobile Home Park, which was eligible for a rent increase in August of 2020, chose not to apply for a C.P.I. Formula space rent increase in calendar year 2020. The park owners stated that he would forego this year's rent increase because of the hardships that homeowners faced due to the onset of the COVID-19 pandemic.

Another park, The Colony Mobile Home Park, was eligible for its annual increase in the month of September. The park management voluntarily opted to seek a 1.5% increase, rather than the full 2.97% to which the park was entitled, and postponed the effective date of the rent increase from September to November of 2020.

D. Homeowner Association Protests of C.P.I. Rent Increase Applications

The Rent Stabilization System permits associations or groups of homeowners to challenge C.P.I. formula rent increase applications by filing a protest as defined in Chapter 24-2 of the City Code. When a protest is filed, the independent Hearing Officer conducts an evidentiary, in accordance with Chapter 24-9(B) and 24-13 of the Code. If the Hearing Officer determines that the homeowners have presented evidence of a reduction in services by the park owner, and a monetary savings, the Hearing Officer may reduce the pending rent increase by the amount saved by the park owner due to the deletion of reduction in services provided to homeowners.

No homeowner protests were filed in 2020. The most recent year when protests filings resulted in evidentiary hearings was in 2017, when Homeowners Associations in two parks (Kona Kai and Ocean-Aire) filed formal protests challenging their respective park owners' application for C.P.I. increases, alleging service level

**Attachment
 2020 Annual Report**

reductions. Hearings were conducted in those cases, and the Hearing Officer ultimately ruled that the homeowners had not met their burden of proof. As a result, the C.P.I. increases applied for by both parks were approved. In 2019, homeowners in Oxnard Pacific Mobile Estates submitted a protest of that park's C.P.I. rent increase application, but the Hearing Officer determined that the protest petition did not have the required number of valid signatures to trigger an evidentiary hearing.

E. Discretionary Rent Increase Applications

The Rent Stabilization System provides an avenue for parks to apply for space rent increases in amounts greater than the C.P.I. Formula Adjustment method. When a park believes that it is not receiving a fair return on its investment, it may apply for a Discretionary Rent Increase. Such an application requires presentation of an audit; a review of the park's application by City staff; a review of the park's income and expenses by an independent Certified Public Accounting firm hired by the City; a report by that CPA to the Hearing Officer; a public hearing on the findings during which representatives of the affected homeowners and of the park owner present their evidence and arguments; and ultimately a written Decision with Findings of Fact, issued by the Hearing Officer. The requirements for the processing of Discretionary Rent Increase applications are set forth in Chapter 24-10 of the City Code, and City Council Resolution No. 11,468.

The most recent Discretionary Rent Increase application was processed in 2016, when the owner of Sunshine Manor Mobile Home Park submitted an application for a Discretionary Rent Increase, seeking an increase in the amount of 68.1%. It was the first rent increase sought by the owner of that park since the year 2002. Following review and analyses, presentation of the findings of the CPA, and testimony and cross-examination in the evidentiary hearing, the independent Hearing Officer issued written Findings and Decision, in which Sunshine Manor was granted a Discretionary Rent Increase of 38.05%, which the park began collecting in December of 2016.

There was one Discretionary Rent Increase application in 2015 (Silverwheel, which was granted a 9.87% increase). No parks applied for Discretionary increases in calendar years 2017, 2018, 2019, or 2020.

F. Utility Passthrough Applications

The City Code also permits park owners to apply for approval to pass through utility costs when segregated out or separately metered to individual homesites within a mobile home park.

As of October of 2019, Hearing Officer David B. Hart issued a decision in the matter of a water and sewer utility passthrough application submitted by Imperial Oxnard Mobile Estates.

The Imperial Oxnard case required two evidentiary hearings, and involved a prior passthrough approved for water, sewer and trash charges more than 30 years ago. Since then, each homeowner in the park has been billed a flat monthly charge for water and sewer charges.

In 2018, the park owner installed individual meters at each space in the park. The 2019 application submitted by the park sought a modification of the methodology by which the monthly charge is calculated, in order to provide for each homeowner to be charged for water and sewer according to their water consumption as measured by the meter at that homeowner's space.

The calculation of the monthly volumetric cost for water required the Hearing Officer to determine what percentage of the total water consumption in the park should be apportioned for common-areas (such as landscaping, clubhouse, streets, and swimming pool). After two hearings and various written submissions and statistical analyses, Hearing Officer Hart issued a Decision in which he set forth a formula which the park implemented in early 2020, under which the common-area consumption is paid by the park, and a per-volumetric unit cost is calculated every month and utilized to determine the charge that each homeowner pays for water consumption as measured by their individual sub-meters.

Apart from the Imperial Oxnard case, the most recent utility passthrough application processed by the City involved water consumption and sewer costs in Meadowlake Park. The decision in the Meadowlake case became effective in 2016, following submission by that park of a Utility Passthrough Application, a hearing before Hearing Officer Hart, and analysis of post-hearing data and exhibits.

Prior to 2016, the cost of the provision of water and sewer services to the 181 homesites in Meadowlake were included as part of the rent. In 2014, the park owners installed individual water meters at each space in the park, along with separate water meters for water consumption in the park's common areas (pool, clubhouse, median strips, grounds, etc.). Under the Utility Passthrough Application provisions of the City Code, the park applied to the City for permission to institute a separate, consumption-based charge to each homesite, based on metered consumption. In order to institute such a segregated charge, the park owner is required to remove from the space rent structure the cost of the previously-included utilities. The passthrough application process required review by the City of both common-area and individual consumption, application of a formula for allocation of sewer costs, an evidentiary hearing with presentation of findings, and ultimately a Decision of the Hearing Officer. In his ruling, the Hearing Officer reduced space rents by \$43.10 per space per month; adopted a staff recommendation for future apportionment of sewer costs, and for apportionment of common-area utility costs.

G. Hearings conducted by Independent Hearing Officer

Evidentiary hearings are required for the implementation of the rent stabilization ordinance. CPI Protest and Discretionary hearings are adversarial in nature, while passthrough applications are investigative and non-adversarial. All hearings are conducted by an independent professional hearing officer, selected through the City's formal procurement policies. Mr. David B. Hart serves the City as hearing officer for all matters related to mobile home rent stabilization.

Rulings issued by the Hearing Officer in recent years are as listed below:

- (1) Sunshine Manor Mobile Home Park, 2016 Discretionary Rent Increase
- (2) Meadowlake Park, 2016 Water and Sewer Utility Passthrough
- (3) Kona Kai Mobile Estates, Homeowners Protests of 2017 CPI Application:
 - (a) Ruling on Homeowners' Request for Issuance of Subpoena for Production of Records (April 24, 2017)
 - (b) Decision on Allegations of Service Level Reductions (Dec. 4, 2017)
- (4) Ocean-Aire Mobile Estates, Homeowners' Protest of 2017 CPI Application:
 - (a) Decision on Park Owners' Objection to Subpoena for Production of Records (November 14, 2017)
 - (b) Decision on Allegations of Service Level Reductions (April 26, 2018)
- (5) Villa Capri Mobile Estates, determination of permissible rent increase upon change of ownership of mobile home located in Space #82 (December 23, 2019)
- (6) Imperial Oxnard Mobile Estates, Water and Sewer Utility Passthrough Methodology Modification Application (October 18, 2019)

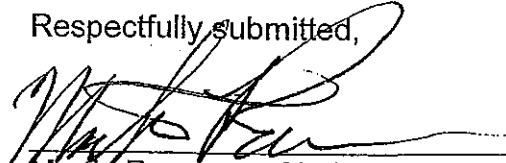
4. APPEALS TO THE RENT REVIEW BOARD

Pursuant to Chapter 24 of the City Code, either party may appeal Decisions of the Hearing Officer if that party is dissatisfied with the ruling. Unlike appeals of rulings by the City's Planning Commission, however, appeals under the rent stabilization system do not go to the City Council. Any Hearing Officer decision which is appealed is presented to the full Mobile Home Park Rent Review Board, which conducts a review of the record in open session, in accordance with Section 24-15 of the City Code. The Board reviews the record, and entertains arguments from the parties, but does not receive testimony nor conduct a de novo hearing on the matter in dispute. No Hearing Officers have been appealed to the full Rent Review Board in any of the cases decided from 2016 through 2019.

5. ADOPTION

Pursuant to Chapter 24-6(C) of the Oxnard City Code, the 2020 Annual Activity Report of the Mobile Home Park Rent Review Board is hereby presented to the Oxnard City Council, having been adopted by a majority vote of the Commission at the Special Meeting of December 21, 2020.

Respectfully submitted,



Martin Remmen, Chair

Date: December 21, 2020

Mobile Home Park Rent Stabilization Program

Presentation to
Mobile Home Park Rent Review Board
December 2020

Oxnard's Mobilehome Community

- 20 Mobilehome Parks
- 2816 Total Spaces (nearly all owner-occupied)
- 10,000 – 11,000 Total Residents (about 5% of Oxnard's total population)
- 91% of Oxnard's mobilehome owners are protected by Oxnard's Rent Stabilization Ordinance

Rent Stabilization in Oxnard

- First adopted in 1983
- Ordinance amended four times
- Current ordinance resulted from a negotiated agreement between park owners and elected representatives of homeowners (1998 Task Force)

What is "Rent Stabilization"?

Rent Stabilization is not:
a government subsidy for low-income persons or senior citizens

What is "Rent Stabilization"?

Rent Stabilization is:
A system of administrative law adopted by the City Council

Rent Stabilization is:
government regulation of the price that a business may charge for a product (i.e., increases in space rent)

"Rent Control" vs. "Rent Stabilization"

- **Rent Control** (for apartments) regulates the economic relationship between landlords who own real property and tenants who do not
- **Rent Stabilization balances the property interests of two classes of property owners:** those who own mobile home parks and those who own the mobile homes

What is "Rent Stabilization"?

A key element in preserving the affordability of housing for approximately 5% to 6% of families in the City of Oxnard. Those households constitute 10% of all homeowners in Oxnard.

THIS YEAR'S REPORT

- Annual presentation usually goes into great detail on legal framework of rent stabilization, history of rent stabilization in Oxnard, and description of Discretionary Rent increase application process
- This year's report will focus on CPI rent increase data and information on Water Utility Passthrough processes

OUTLINE OF THIS REPORT:

1. Formula for Calculating the Annual CPI Formula Rent Increase Amount
2. Summary of Calendar Year 2020 CPI Applications
3. Challenging Rent Increases; and impacts of COVID-19
4. Utility Passthrough Applications

Calculation of CPI Increase

- Inflation rate for Southern California from August to August determines permissible CPI rent increase for following calendar year
- **From August 2019 to August 2020, the Southern California CPI increased by 2.02%**
- The permissible CPI increase for calendar year 2021 will be 2.02%.

C.P.I. Rent Increase Applications

- Permissible amount is the same for every park in any given year. For 2021, it will be 2.02% (down from 2.97% in 2020)
- For 2019, it was 3.87%; and in 2018, 2.82%
- Previous years: 2012 increase: 2.41%
- 2013 increase: 2.32%
- 2014 increase: 0.84%
- 2015 increase: 1.81%
- 2016 increase: 1.14%
- 2017 increase is 1.43%
- Homeowners may protest a park's C.P.I. Rent increase.

Rent Increase Applications 2020

- Each of the 20 mobile home parks has an established eligibility date for its annual CPI rent increase; 18 parks have eligibility dates which fall in the first six months of the calendar year
- Applications must be filed at least 60 days before rent increase date
- **Most 2020 applications were submitted prior to the onset of the pandemic**

2020 CPI Applications

- Nineteen parks submitted CPI applications in 2020
- One park did not seek an increase
- One park sought a smaller increase than amount to which it was entitled
- One park has delayed filing by three months; another has delayed filing early 2021 application indefinitely

Challenging CPI Rent Increases

- *Sole legal basis for homeowners to challenge a CPI rent increase is by proving in an evidentiary hearing that the park has reduced services provided and has saved money by reducing those services*
- Impacts of COVID-19 on 2021 CPI applications to be discussed in separate report

UTILITY PASSTHROUGHS

Pass-throughs

- Park owners may “pass through” to homeowners the cost of utilities, following application to the City and a hearing to determine required rent reduction and future utility cost allocation system
- *Oxnard's ordinance does not contain provision for passthroughs of Capital Improvement costs*

Utility Passthrough Hearings

- A park which currently pays for utilities from rents collected may apply for “pass through” to have utility costs directly paid by each homeowner
- Application review requires detailed financial analysis of past utility consumption, an evidentiary hearing to determine space rent reduction, and development of a formula for apportionment of future utility costs

More on Utility Passthroughs

- Hearing Officer must determine what percent of utility consumption is for park's common areas (to be paid by park) and what percent is distributed among all homeowners in the park
- Also must decide how to apportion utility costs among homeowners (who may or may not have individual sub-meters to measure their consumption)

Water Passthroughs: A Forecast

- State law requires all parks to implement, by 2025, a system whereby individual homeowners pay for their own consumption
- Only 5 parks already have sub-meters installed; fifteen do not
- Conclusion: numerous passthrough applications must be processed in next 3 years

Recent Water Passthroughs

- Water passthrough hearings for 4 parks conducted and since 2016
- Data collection, analysis, and public hearings were extensive and lengthy.
- Example: Imperial Oxnard M.E. installed 186 sub-meters, staff analyzed over 18 months of data.
- Process: from the filing of the application to the issuance of the Decision took ten months, 3 hearings

THE 2020 COVID-19 PANDEMIC AND ITS IMPACT ON OXNARD'S MOBILE HOME PARK RENT STABILIZATION PROGRAM

**PRESENTATION BY
CITY OF OXNARD HOUSING DEPARTMENT
DECEMBER 2020**

WHAT THIS REPORT WILL COVER

1. Basic overview: What is Mobile Home Rent Stabilization?
2. The COVID-19 Pandemic: How it impacts Mobile Home Parks in Oxnard
3. Annual CPI Rent Increases in Calendar Year 2020: how the pandemic has impacted the rent increase process
4. Effect of Pandemic on 2021 Rent Increases and possible homeowner protests of those rent increase
5. How the Rent Increase Protest Process Works
6. Impact of Pandemic on City's Administration of MHRS Program

SECTION ONE:

*Basic overview of the City of
Oxnard's Mobile Home Rent
Stabilization Program*

WHAT IS "MOBILE HOME RENT STABILIZATION"?

Rent Stabilization is not:
a government subsidy for low-
income persons or senior
citizens

THEN EXACTLY WHAT IS OXNARD'S RENT STABILIZATION SYSTEM?

Rent Stabilization is:
government regulation of the
price that a business may
charge for a product (i.e.,
increases in space rent)

RENT STABILIZATION IS ALSO....

- A system of administrative law under which the City is a neutral party
- Administered by City Housing Department staff with assistance from the City Attorney
- Paid for, half and half, by the 2900 homeowners and the 20 park owners in the City

SECTION TWO:

The 2020 COVID-19 Pandemic and How it has Impacted Mobile Home Parks in Oxnard

COVID-19 PANDEMIC

- First impacts of pandemic began in mid-March of 2000
- By mid-April, severe impacts felt throughout California: business shutdowns, emergency stay-at-home orders

COMMON IMPACTS OF PANDEMIC ON MOBILE HOME PARK OPERATIONS

- Group activities curtailed
- Clubhouses, community rooms, exercise rooms closed
- Swimming pools closed
- Contact between residents limited
- And of course, health impacts

LEGAL EFFECT OF STATE AND LOCAL EMERGENCY ORDERS ON CITY'S RENT STABILIZATION SYSTEM

- Emergency Orders have limited the ability of landlords to evict tenants who are unable to pay rent due to loss of income resulting from the pandemic
- Emergency orders apply to mobile home owners who are unable to pay their full space rent
- City has no role in eviction process or in proceedings related to park owners' efforts to collect delinquent rent
- Legal right of park owners to apply for rent increase is not affected by Emergency Orders

SECTION THREE:

Annual CPI Rent Increase Applications in Calendar Year 2020: How the pandemic has impacted the rent increase process

C.P.I. RENT INCREASE APPLICATIONS IN 2020

- Each of Oxnard's 20 mobile home parks has an established eligibility month for its annual CPI rent increase
- Eighteen parks have eligibility months which fall in the first half of the calendar year
- Applications must be filed at least 60 days before increase date (15 filed before 4/20/20)

2020 CPI APPLICATIONS

- State law requires parks to give 90-day notice to homeowners of rent increase
- Pre-pandemic: all parks except three had given this notice by April 1, 2020
- After duration and severity of pandemic became clear, one park decided not to file; one applied for a smaller rent increase; and one delayed its increase date

RELATIONSHIP BETWEEN TIMING OF RENT INCREASE APPLICATIONS AND ONSET OF THE PANDEMIC

- Sole mechanism for homeowners to challenge a CPI rent increase is by filing a formal protest alleging a reduction in services provided by park
- Filing a protest requires homeowners to draft a petition and collect signatures within a limited period of time after Notice of increase is given
- In all parks except three, the signature-gathering period had passed by mid-April

THE RESULTS:

- The impact of pandemic-related closures was not felt in most parks until after the 2020 CPI rent increase were in process
- No protests were filed
- Protest hearing would have had to show cost savings accruing to park in prior year in order to reduce 2020 rent increase

SECTION FOUR:

Effect of Pandemic on 2021 rent increases and possible homeowner protests of park applications for 2021 CPI rent increases

NEXT YEAR: CALENDAR YEAR 2021 C.P.I. RENT INCREASE APPLICATIONS

- As of December 1, 2020, City had processed rent increase applications for 2021 for two smaller parks which have few amenities (no pools, tennis courts, clubhouses, etc.)
- Applications have been received from four other larger parks which do have significant amenities; applications currently in process

FORECAST FOR 2021 C.P.I. RENT INCREASES

- Hundreds of calls received from park residents asking whether parks can increase rents while homeowners are impacted by pandemic
- Staff anticipates some parks may forego or delay 2021 rent increase applications
- Possibility that homeowner groups in some parks which do seek 2021 CPI rent increases will file formal homeowner protests on basis of closures of amenities due to pandemic

SECTION FIVE

How the Rent Increase Protest Process Works

PROCEDURAL REQUIREMENTS FOR HOMEOWNERS FILING A C.P.I. RENT INCREASE PROTEST

- Homeowners must draft petition specifying which services or amenities have been eliminated/reduced by the park
- Signatures must be collected from homeowners representing at least 25% of the mobilehome spaces in the park which are subject to the proposed C.P.I. rent increase
- Signatures should appear on same page as the petition which lists the alleged service reductions, and petition should be in a language that the signators understand

PROTEST PETITION AND DESIGNATED REPRESENTATIVE

- The protest petition must designate one person to act as the representative of the homeowners for the purpose of the evidentiary hearing
- That person represents protestors in pre-hearing discovery and motions; may file requests for Subpoenas for Production of Records; and presents the homeowners' case during the evidentiary hearing before the Hearing Officer

THE PROTEST HEARING

- An evidentiary hearing is conducted by an independent Hearing Officer
- Protesting homeowners have the burden of presenting evidence, through testimony, documents, photographs. Protesters' designated representative presents case, determines who testifies, and questions witnesses.
- Park management may cross-examine witnesses and present rebuttal evidence

THE TWO THINGS THE PROTESTING HOMEOWNERS MUST PROVE IN THE PROTEST HEARING

In order to prevail, the protesting homeowners must present persuasive evidence in the hearing on two points:

1. Since the last rent increase the park owner has reduced or eliminated services that were previously provided by the park; and
2. The amount of dollar savings which accrued to the park as a result of the service level reductions

COLLECTING AND PRESENTING EVIDENCE

- Evidence of reductions in services: usually presented through eyewitness testimony, documents, photographs.
- Evidence of cost savings accruing to park: usually obtained through discovery process. Homeowners representative may file, prior to the hearing, Motions for Hearing Officer to issue a Subpoena for Production of Records.
- Example from a prior hearing: Hearing Officer ordered park to present prior years' bills for pool service, water, heater, etc., to show amount saved when pool was out of operation

ROLE OF CITY STAFF IN C.P.I. PROTEST HEARING PROCESS

- City is neutral; staff provides information, but cannot help either party present case
- Staff assists Hearing Officer, coordinates exchange of documents, hearing logistics
- City Attorney provides legal counsel to independent Hearing Officer

RESPONSIBILITIES OF THE HEARING OFFICER

- Determine whether the homeowners proved that a specific service or amenity was reduced or eliminated
- If the Hearing Officer finds that a park did reduce or eliminate a specific service, he then must determine whether the homeowners presented persuasive evidence that a cost savings was enjoyed by the park due to the service reduction, (and if so, what is the dollar value of that savings)

AUTHORITY OF THE HEARING OFFICER

- If the Hearing Officer finds that the protesting homeowners have met their burden of proof on both issues, the sole remedy he can impose is this: *reduce the prospective rent increase by a dollar amount equal to the savings enjoyed by the park due to the service level reductions*
- Hearing Officer has no authority to reduce rents below current levels, and has no authority to order a park to restore a service that has been reduced to eliminated.

SECTION SIX:

Impact of the Pandemic on the City's administration of the Mobile Home Park Rent Stabilization Program

EFFECTS OF PANDEMIC ON CITY'S ADMINISTRATION OF THE RENT STABILIZATION PROGRAM

- City offices remain closed to public for most purposes
- Nearly all contact with park owners, park management firms, homeowners, and HOAs conducted via phone, computer, or Zoom meeting technology
- December 15th Board meeting conducted via Zoom
- Possibility of conducting future evidentiary hearings via Zoom or other remote-location connection technology

SUMMARY

- Mobile Home Park Rent Stabilization system regulates the amount and frequency of space rent increases
- Homeowners may challenge a park's right to receive full CPI rent increase by filing a protest. Protests are adjudicated by a neutral Hearing Officer
- Impacts of COVID-19 pandemic may or may not affect the number of protests filed in 2021, and how those protests are decided

QUESTIONS?



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.2

DATE: May 18, 2021

TO: City Council

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: US Digital Purchase Order for \$332,674.87 to Purchase Five (5) G2 Fire Station Alerting Systems.

RECOMMENDATION

That the City Council authorize the Mayor to execute a Purchase Order with US Digital Designs in the amount of \$332,674.87 for the purchase of five (5) G2 Fire Station Alerting Systems.
This item did not originate in Committee.

BACKGROUND

The emergency alerting systems at five (5) fire stations are failing. The systems have become increasingly unreliable with the potential of notifications not being made. The replacement of station alerting systems will allow Oxnard Fire Department (the "Department") personnel to be notified of the response required, which apparatus is to be sent, and what equipment will be required. In an emergency, every minute counts, a well-functioning alerting system is the first step in saving lives and protecting property.

In 2019, the urgency to replace the alerting system became a top priority of the Department. The existing 15 year old system was no longer manufactured and replacement parts became unavailable. To keep the systems operational the Department was borrowing equipment from Ventura County Fire Protection District (VCFPD) for three (3) stations. Anticipating the project to cost between \$500,000 and \$800,000, the Department requested Capital Improvement Program (CIP) funding and applied to the Community Development Block Grant (CDBG) for assistance.

The Fire Department was awarded \$250,000 in CIP funds and \$225,000 in CDBG funds for the replacement of the station alerting systems. The CDBG funds are specifically allocated to Fire Stations 1, 2, and 3. At the time of award seven (7) stations required replacement. The Department immediately assigned a project manager who learned that the manufacturing company would provide training for the plug and play replacement of the alerting system. The project manager received a certification from US Digital Designs to remove the existing system and replace it with the upgraded equipment. He ordered the equipment for two (2) stations and successfully upgraded the systems. The original funding request included installation costs with the anticipation of extensive infrastructure improvements; the savings on the installation with the plug and play ability will allow the Department to replace all seven (7) station alerting systems for \$445,110.78.

DISCUSSION

Emergency dispatch service for the Oxnard Fire Department is provided by VCFPD. VCFPD requires that fire station alerting systems be configured with their TriTech Computer Aided Dispatch system that has a custom interface supporting the Quickcall 2-tone encode/decode VHF technology (over the air RF radio band).

The Phoenix G2 Fire Station Alerting System is manufactured by US Digital Designs. The system is eligible for cooperative purchase pricing on NPPgov. The lead agency for the RFP is League of Cities Oregon, contract number PS20350, with termination date of June 2, 2026. Oxnard City Code section 4-3 subsection (K) authorizes the use of cooperative purchasing, “whereby multiple government agencies, cooperative entities, or jurisdictions enter into a contract to procure from each other or to collectively procure a vendor, contractor or consultant”.

In fall of 2020, two (2) Phoenix G2 Fire Station Alerting Systems were purchased and installed in two (2) fire stations: Fire Station 2 and Fire Station 6.

Purchased and Installed G2 Fire Station Alerting Systems October 2020

Location	Address	Cost	Funding Source
Fire Station 2	531 E Pleasant Valley	\$50,740.00	CDBG
Fire Station 6	2601 E Peninsula Rd	\$61,695.91	CIP-Measure O
Total		\$112,435.91	

A purchase order in the amount of \$332,674.87 is required for the procurement of Phoenix G2 Fire Station Alerting systems for the remaining five (5) stations: Fire Station 1, Fire Station 3, Fire Station 4, Fire Station 5 and Fire Station 7. Fire Department staff will remove and replace the existing equipment.

Stations Requiring Phoenix G2 Fire Station Alerting Systems on Purchase Order

Location	Address	Cost	Funding Source
Fire Station 1	491 South K Street	\$76,359.10	CDBG
Fire Station 3	150 Hill Street	\$43,821.73	CDBG
Fire Station 4	230 West Vineyard	\$24,189.95	Fire General Fund
Fire Station 4	230 West Vineyard	\$27,861.35	CIP-Measure O
Fire Station 5	1450 East Colonia	\$45,442.74	CIP-Measure O
Fire Station 7	3300 Turnout Park Circle	\$115,000.00	CIP-Measure O
Total		\$332,674.87	

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The total cost for five (5) Station Alerting Systems from US Digital Designs is \$332,674.87. There are sufficient funds in the 2019 Entitlement Grant CDBG Project 772273 for the purchase of the alerting systems at Fire Station 1, Fire Station 2 and Fire Station 3 as allowed by the grant award. The system for Fire Station 2, in the amount of \$50,740.00 was procured in 2020 and is not included on this purchase order.

The replacement systems for the remaining fire stations will exceed the FY 2021 Capital Improvement Project MO2213 allocation of \$250,000 by \$24,189.95, the funding for this will be provided by funding available in the current fiscal year Fire Suppression General Fund budget, account number 101-2201-802.86-06.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. PO 8119 US Digital



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

**PURCHASE
ORDER NO.
008119**

DATE: 5/5/2021

VENDOR PHONE: (602)687-1730

VENDOR FAX: () -

VENDOR #: 22899

VENDOR ADDRESS: US DIGITAL DESIGNS, INC.
1835 E. SIXTH ST, SUITE 2
TEMPE, AZ 85281

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
04/21/2021		0000005416	04/21/2021	DOMINIC MAGNONI	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	FS 4 PHOENIX G2 ALERTING SYSTEM		
24,189.95 /		1.0000	24,189.95
DL			

2	FS 1 AND 3 ALERTING SYSTEMS		
120,180.83		1.0000	120,180.83
/ DL			

3	FS 4, 5, 7 ALERTING SYSTEM		
188,304.09		1.0000	188,304.09
/ DL			

NSS 20-162, ONE TIME PURCHASE FY20-21
CITY COUNCIL 5/18/21
COMMON CARRIER DELIVERY

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.
008119**

DATE: 5/5/2021

VENDOR PHONE: (602)687-1730

VENDOR FAX: () -

VENDOR #: 22899

VENDOR ADDRESS: US DIGITAL DESIGNS, INC.
1835 E. SIXTH ST, SUITE 2
TEMPE, AZ 85281

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
04/21/2021		0000005416	04/21/2021	DOMINIC MAGNONI	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

NPPGOV CONTRACT PS20350 EXP 6/2/2026
NO BTC RQRD*AM
CIVIC CLERK#2021-1240

TOTAL PURCHASE AMOUNT

\$332,674.87

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

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

AUTHORIZED SIGNATURE. _____

John C. Zaragoza,
Mayor

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.
008119**

DATE: 5/5/2021

VENDOR PHONE: (602)687-1730

VENDOR FAX: () -

VENDOR #: 22899

VENDOR ADDRESS: US DIGITAL DESIGNS, INC.
1835 E. SIXTH ST, SUITE 2
TEMPE, AZ 85281

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
04/21/2021		0000005416	04/21/2021	DOMINIC MAGNONI	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
10122018028606		24,189.95
28522808268606	772273	120,180.83
10422808268606	MO2213	188,304.09

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.



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

DATE: May 18, 2021

TO: City Council

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

SUBJECT: Appointment of Two Representatives to the Ventura County Area Agency on Aging Advisory Council

RECOMMENDATION

That City Council approve the recommendation from the Senior Services Commission and appoint two Senior Services Commissioners to the Ventura County Area Agency on Aging Advisory Council.
This item did not originate in Committee.

BACKGROUND

The Advisory Council of the Ventura County Area Agency on Aging (VCAAA) is a community-based body of advocates for persons age 60 and over. Members of the Advisory Council represent Ventura County Board of Supervisors, Service Providers and Focus Populations, and local cities.

The mission of the Advisory Council is to involve the community in creating and sustaining programs that impact senior living and family caregivers. To achieve this goal members participate in committees, outreach, grantee site visits, task force groups and issues of County concern.

At the April 13, 2021 Senior Services Commission meeting, the Commission voted to recommend Alice Sweetland and Clark Owens to represent the City of Oxnard for a two year term on the VCAAA's Advisory Council.

It is a requirement of the VCAAA Advisory Council that the recommendation be ratified by the City Council.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Renee Rakestraw, Community Services Manager

ATTACHMENTS

1. Apr_21_Minutes



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, you should contact the **Senior Services office at (805) 385-8019**. Notification 72 hours prior to the meeting will enable the City to make reasonable accommodations to assure accessibility to the meeting.

**CITY OF OXNARD
SENIOR SERVICES COMMISSION**

MINUTES

REGULAR MEETING

VIRTUAL <https://zoom.us/j/97058929272?pwd=SmdKYlpOaVowSWFISIVNckx3d1FTdz09>

Tuesday, April 13, 2021, 9:00 a.m.

A. ROLL CALL

Commissioners Present: L. Montgomery, J. Nevitt, C. Owens, A. Sweetland

Commissioners Absent: None

Staff Present: J. Cruz, Recreation Coordinator
M. Eastlake, RSVP Director
R. Rakestraw, Community Services Manager

B. PLEDGE OF ALLEGIANCE

C. PUBLIC COMMENTS

None.

D. APPROVAL OF MINUTES

1. SUBJECT: Minutes of the SSC meeting from March 9, 2021. Commissioner Owens moved approval; Commissioner Montgomery seconded. Motion approved.

AYES: Montgomery, Nevitt, Owens, Sweetland.

NOS: none.

ABSENT: none.

ABSTAIN: none.

E. REPORT OF COMMISSION SECRETARY

Renee Rakestraw asked Commissioners to pick up a copy of Roberts Rules of Order and their Commission notebook from the Senior Services Office. The Senior Nutrition grant will go before the City Council on May 4.

F. OLD BUSINESS

1. SUBJECT: 2021 Partner Agency Presentation Calendar. Commissioners discussed partner visits, agreeing that Commissioner Sweetland will report on Clinicas and Dignity Health while Commissioner Owens will report on Disabled American Vets.

2. SUBJECT: Senior Services Commission update to City Council. Commissioners Sweetland and Nevitt have met with Rakestraw to discuss the annual report. Work continues on the report which will be presented at the City Council meeting on May 18.

G. NEW BUSINESS

1. SUBJECT: Senior Services Programs and Events. Jorge Cruz discussed recent activities within Senior Services including an egg hunt in the Rose Garden attended by more than 30 seniors. The mayor joined with staff to wish resident Mariam Yabalon a happy 101st birthday. The senior nutrition program served 3,137 to-go lunches in March and 1,685 home delivered meals. Some activities being planned include a walking club in Wilson Park, loteria in Wilson Park (May 5), a senior wellness fair (May 7), outdoor loteria at Palm Vista (May 19) and outdoor art classes (May 20 and 27) and parking lot bingo (May 21). Every last Friday of the month will be a senior birthday celebration.

Marisue Eastlake shared about the development of a new social calling program named CHAT (Call Him/Her And Talk). Training continues to develop volunteer master trainers for Tai Chi: Moving for Better Balance. She will hold a Zoom meeting with the RSVP Bone Builders instructors this week to discuss restarting classes. Work continues in the effort to provide iPads to RSVP volunteers serving in Caregivers' Vaccine Buddy and telehealth program. A new TCMBB class started last week at Oxnard Beach Park with about 30 attendees and a World Tai Chi Day celebration will be held on April 24 at the same location. Work continues on a volunteer appreciation drive-thru to be held in May.

Renee Rakestraw shared information regarding the VCAAA Fall Prevention hosted online the week of April 26.

2. SUBJECT: Ventura County Area Agency on Aging Advisory Council Representative(s). Commissioner Montgomery moved and Commissioner Nevitt seconded the nomination of Commissioners Sweetland and Owens to the VCAAA Advisory Council.

AYES: Montgomery, Nevitt, Owens, Sweetland.

NOS: none.

ABSENT: none.

ABSTAIN: none.

H. SUBCOMMITTEE REPORTS/COMMISSION BUSINESS

1. Ventura County Area Agency on Aging Advisory Council - Commissioner Owens, Commissioner Sweetland. Commissioner Owens shared the Long-Term Care Ombudsman program had been shut out of group facilities during COVID, making it difficult to continue their watchdog role. VCAAA is providing transportation to vaccination sites and, in limited situations, arranging for shots in homes. Commissioner Sweetland reported that 500 seniors receive food through World Central Kitchen and another 2,500 seniors are served through the Great Plates program. Through Operation Roomkey, hotel rooms are being provided to homeless seniors. She further discussed a new program called Digital Divide, which will provide technology to seniors, who will be able to check out the equipment from area libraries.

2. New Senior Center - Commissioner Nevitt, Commissioner Owens. Commissioner Nevitt reported ORCAS has received an MOU from the City, with which the group was overall disappointed, and have worked with Ventura County Community Foundation. Discussion ensued on how best to move forward with the City.

3. Collaboration with Local Agencies. Commissioner Sweetland reported on California Department of Rehabilitation. Commissioner Montgomery gave a report on Camarillo Hospice while Commissioner Nevitt reported on Caregivers. Commissioner Owens gave an update on Catholic Charities.

I. COMMISSION COMMENTS

Commissioner Owens asked when the Commission might meet in person again. Commissioner Sweetland asked when new members might be approved by the City Council.

J. ITEMS OF FUTURE CONSIDERATION

None.

K. ADJOURNMENT

Commissioner Owens moved to adjourn; Commissioner Montgomery seconded.

AYES: Montgomery, Nevitt, Owens, Sweetland.

NOS: none.

ABSENT: none.

ABSTAIN: none.

Meeting adjourned at 11:00 a.m.

City of Oxnard Website: Senior Services Commission agenda is available on the city Oxnard website at www.oxnard.org 72 hours prior to a regular meeting and 24 hours prior to a special meeting.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.4

DATE: May 18, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Award Agreement A-8323 to Ardalan Construction Company, Inc., for Garden City Acres Park Improvement Project, Specification No. PW 20-54.

RECOMMENDATION

That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8323 with Ardalan Construction Company, Inc. in the amount of \$479,379 for the Garden City Acres Park Improvement Project, Specification No. PW 20-54 (Project No. 145702);
2. Approve \$47,938 for project contingency for the Garden City Acres Park Improvement Project (Project No. 145702); and
3. Approve \$47,938 for engineering, inspection, survey and project management for the Garden City Acres Park Improvement Project (Project No. 145702).

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

BACKGROUND

The Quimby Act was passed in California in 1975 and allows cities to require developers to set aside land, donate conservation easements or pay fees for park improvements. The City of Oxnard has incorporated these requirements in the development review process and generally require developments to provide public park amenities and/or provide equivalent fees. Quimby Fees are to be used for park or recreational facilities as allowed by Quimby Act and City regulations. The Garden City Acres Park Improvement Project (Project) was made possible by Quimby Act funds that have been collected.

The Project scope includes the realignment of an existing walkway to accommodate a new concrete basketball court adjacent to the existing basketball court, installation of two new exercise stations along the new walkway, new basketball court lighting and paint/stripping, and replacement of turf and providing turf seeds in existing degraded turf areas. These improvements will improve park amenities and increase recreational opportunities at Garden City Acres Park.

CIP Reference

Project No. **145702**– Garden City Acres Park Improvement Project PW 20-54 - CIP 2020-2025 - Adopted June 16, 2020
– Page 78.

DISCUSSION

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to make various replacements and improvements at Garden City Acres Park including new and reconfigured hardscape, new exercise stations, new basketball courts with lighting, existing basketball court re-striping and replacement of backstops, replacement of site furnishings including trash receptacles and benches, and irrigation and turf repair and replacement.

Garden City Acres Park located at 5302 Cypress Road, (Council District 5) is shown on the attached map.

The work is tentatively scheduled to begin at the end of June 2021 and continue to November 2021 (90 working days). Staff will work closely with the Cypress Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on March 4, 2021, and all bids were due on April 12, 2021. The City received the following bids:

Ardalan Construction Company, Inc. \$479,379.00
Toro Enterprises \$569,303.60
NoHo Constructors \$587,999.00
Staples Construction Company, Inc. \$613,508.87
C.S. Legacy Construction, Inc. \$633,212.28

The lowest bidder is Ardalan Construction Company, Inc. and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Ardalan Construction Company, Inc. and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, staff recommends that the City Council award the contract for this Project to Ardalan Construction Company, Inc..

Additional funds estimated in the amount of \$95,876 are needed for the project which includes \$47,938 for project contingency (10% of the contract costs) and \$47,938 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management bringing the total estimated cost of the project to \$575,255.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project is \$575,255 which includes the construction agreement, contingency and project allocation. The Garden City Acres Park Improvement Project 145702 has an available project budget balance of \$235,540 from the TAB HERO Fund (315) and \$342,729 from the Quimby Reserve Fund (351), a total available project budget balance of \$578,269.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Ardalan Construction Agmt A-8323_PW 20-54

CONTRACT

CITY OF OXNARD CONTRACT FOR GARDEN CITY ACRES PARK IMPROVEMENT PROJECT SPECIFICATION NO. PW 20-54

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2021 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and ARDALAN CONSTRUCTION COMPANY, INC. ("Contractor"). Contractor's license number is 893121.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Garden City Acres Park Improvement Project Specification No. PW 20-54 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Four Hundred Seventy-Nine Thousand, Three Hundred Seventy-Nine Dollars (\$479,379.00) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

ARDALAN CONSTRUCTION COMPANY, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

Mozafar Ardalan, President² _____ Date _____

Lea McLaughlin, Secretary _____ Date _____

ATTEST:

Rose Chaparro, 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.

² The City requires the following for any contract:

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

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

Exhibit INS-D

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

1. 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 location or shall be twice the occurrence amount;
 - 1.1 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;"
 - 1.2 If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.
 - 1.3 Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. 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. A-8323 / PW 20-54
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007
3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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 Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8323 / PW 20-54
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____	
TYPE OF INSURANCE		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 _____	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
COVERAGES		Underwriter=s representative for claims pursuant to this insurance.	
GENERAL PRODUCTS/COMPLETED OPERATIONS PERSONAL & ADVERTISING INJURY FIRE DAMAGE _____ _____		CLAIMS: Name: _____ Address: _____ Telephone: (____) _____	
LIABILITY LIMITS IN THOUSANDS \$			
EACH OCCURRENCE		AGGREGATE	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8323 / PW 20-54 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 _____	

[illegible]

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to ARDALAN CONSTRUCTION COMPANY, INC. located at 8 E. Gainsborough Rd, Thousand Oaks, CA 91360 ("Principal"), a contract (the "Contract") for the Work described as GARDEN CITY ACRES PARK IMPROVEMENT PROJECT SPECIFICATION NO. PW 20-54.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Four Hundred Seventy-Nine Thousand, Three Hundred Seventy-Nine Dollars (\$479,379.00), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to ARDALAN CONSTRUCTION COMPANY, INC. located at 8 E. Gainsborough Rd, Thousand Oaks, CA 91360 ("Principal"), a contract (the "Contract") for the Work described as GARDEN CITY ACRES PARK IMPROVEMENT PROJECT SPECIFICATION NO. PW 20-54.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Four Hundred Seventy-Nine Thousand, Three Hundred Seventy-Nine Dollars (\$479,379.00), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

CITY OF OXNARD

**BID SHEETS FOR GARDEN CITY ACRES PARK IMPROVEMENT PROJECT
SPECIFICATION NO. PW 20-54**

Bidder's Name: Ardalan Construction Company, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (maximum of 5% of total cost,)	1001-3	LS	1	23,000.00	23,000.00
2	Storm Water Management	1010-3	LS	1	4,000.00	4,000.00
3	PCC Sidewalk	1007-6	SF	1,602	\$ 12.00	19,224.00
4	Basketball Court Surface	1007-6	SF	4,200	13.00	54,600.00
5	Basketball Court Painting and Striping	1011-4	LS	1	18,000.00	18,000.00
6	Basketball Backstop	1014-4	EA	4	10,000.00	40,000.00
7	PCC Curb	1007-6	LF	429	38.00	16,302.00
8	Demolition	1012-4	LS	1	50,000.00	50,000.00
9	Unclassified Excavation	1005-4	CY	1,109	15.00	16,635.00
10	Class 2 Aggregate Base	1006-4	TONS	139	74.00	10,286.00
11	Exercise Stations	1013-4	LS	1	11,000.00	11,000.00
12	Basketball Court Lights	1022-4	LS	1	90,000.00	90,000.00

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
13	Electrical Service Connection	1016-4	LS	1	3,000.00	3,000.00
14	Concrete Work at Two Existing Light Poles to Remain	1007-6	LS	1	2,000.00	2,000.00
15	Site Furnishings (benches)	1014-4	EA	3	2,000.00	6,000.00
16	Site Furnishings (trash receptacles)	1014-4	EA	3	1,700.00	5,100.00
17	Landscape - Weed and Seed Lawn Area	1018-4	SF	97,500	0.20	19,500.00
18	Landscape - Planting (Sod)	1018-4	SF	4,718	2.00	9,436.00
19	Landscape - Planting (Tree)	1018-4	EA	4		
20	Landscape - Irrigation Modifications	1019-4	LS	1	40,000.00	40,000.00
21	Landscape - Top Dress Existing EWF Walking Path	1020-4	CY	276	110.00	30,360.00
22	Landscape - New EWF Walking Path	1020-4	CY	56	106.00	5,936.00
23	Landscape 90 Calendar Day Maintenance Period	1021-4	LS	1	5,000.00	5,000.00
TOTAL BID PRICE:					\$ 4 ⁷ 6 9,379.00	TL

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ 4⁷~~6~~9,379.00 TL

TOTAL BID PRICE IN WORDS: Four hundred ~~sixty~~ ^{seventy} nine thousand three hundred ~~dollars~~ ^{seventy-nine} dollars TL

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 3/24/21
#02 4/5/21

Addendum: Date Received:
#03 _____
#04 _____

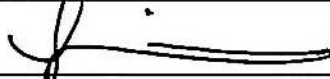
Bidder's Name (Company): Ardalan Construction Company, Inc.

Signature: 

Print: Mozafar Ardalan

Title: President

Date: 4/12/21

Signature: 

Print: Lea McLaughlin

Title: Secretary

Date: 4/12/21



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: May 18, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: First Amendment to Agreement A-8135 with Conico Toro, Inc. for Delivery of Lubricants and Antifreeze to City Facilities.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-8135 with Conico Toro, Inc., in the amount of \$500,000 for a new not to exceed amount of \$856,100 and to extend the term to June 30, 2024 for the delivery of lubricants and antifreeze to City facilities.(Public Works and Transportation Committee approved 3-0)

BACKGROUND

Routine delivery of lubricants and antifreeze is essential for operations of the Public Works Fleet Services Division. On May 21, 2019, Council approved a three (3) year Trade Service Agreement A-8135 with Conico for the delivery of lubricants and antifreeze for a total of \$356,100. Conico currently delivers lubricants and antifreeze to various City facilities that require these materials to support and maintain machinery, equipment and vehicles:

- Environmental Resources located at 111 Del Norte Boulevard
- Fleet Services located at 1060 Pacific Avenue and 111 Del Norte Boulevard
- Wastewater Treatment Plant located at 6001 Perkins Road

These services were competitively bid on December 4, 2018, Request for Bid (RFB) No. PW19-32. Conico Toro, Inc. (Conico) was the lowest responsive bidder based on unit cost. The RFB stated that prices were good for the first year of the contract as written in the terms and conditions. After the first year, any manufacturer price increase or decrease will pass-through directly to the City with a minimum 30-day notice prior to the price increase. There's no cap on the pass-through costs. The terms of the agreement have been updated in this amendment to reflect notice of price increases.

DISCUSSION

Per the City's purchasing guidelines, Conico is authorized to pass-through price increases from the manufacturer. Due to the pass-through increases and fluctuations in the City's use an additional \$500,000 is needed through Fiscal Year 2023-24. The original agreement amount did not accommodate for future manufacturer price increases. This First Amendment increases the not to exceed amount to \$856,100 to accommodate the amended term of the agreement.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Amendment with Conico is \$500,000 through June 30, 2024 for a total not to exceed amount of \$856,100. There are sufficient funds in FY 2020-21 for these services. Funding for the additional 87,000 in FY2021-22 will be included in the recommended budget. Funding for remaining subsequent fiscal years will be requested in the annual budget process.

Division	Account	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL
Wastewater	621-6205-843-81-04	\$7,500	\$65,000	\$75,000	\$147,500
Fleet Services	741-7501-853-82-34	\$21,000	\$92,500	\$106,500	\$245,500
Environmental Resources	631-6313-843-81-38	\$26,000	\$26,500	\$30,500	\$83,000
Other PW Divisions	Various	\$32,500	\$8,000	\$9,000	\$24,000
TOTAL		\$87,000	\$192,000	\$221,000	\$500,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 27, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Conico Toro - A-8135(A1)
2. Conico Toro - A-8135 Original

FIRST AMENDMENT TO TRADE SERVICES AGREEMENT

This First Amendment ("First Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 18th day of May, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Conico Toro, Inc. ("Vendor") This First Amendment amends the Agreement entered into on July 1, 2019, by City and Vendor.

City and Vendor agree as follows:

1. In Section 5 of the Cover Page of the Agreement, the date is hereby amended to state, "June 30, 2024."
2. In Section 6 of the Cover Page of the Agreement, the not to exceed amount is hereby amended to state, "\$856,100."
3. The reference to "City's Project Manager" everywhere it is listed in the Agreement is hereby amended to state, "Joseph Rodriguez, Fleet Services Manager."
4. In Section 3 of the Agreement, "Compensation," the last sentence is hereby deleted and hereby amended to state, "The rates in the Rates and Costs Exhibit may be updated from time to time based solely on the single pass through price increases in which they are applicable and only with advance 30 day notice."
5. The billing contact name and email address, "Bill Birch, bill.birch@oxnard.org," referenced in the "Schedule and Scope of Services Exhibit" for Fleet Services Shops has been deleted and replaced with, "Joseph Rodriguez, joseph.rodriguez@oxnard.org."
6. The billing contact name and email address, "Art Gutierrez, art.gutierrez@oxnard.org," referenced in the "Schedule and Scope of Services Exhibit" for River Ridge Golf Course has been deleted and replaced with, "Steve Howlett, steve.howlett@oxnard.org."
7. The "Rates and Costs Exhibit," in the Agreement is hereby deleted and replaced with the "Rates and Costs Exhibit A-1," which is attached hereto and incorporated herein by this reference.
8. 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

CONICO TORO, INC.

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

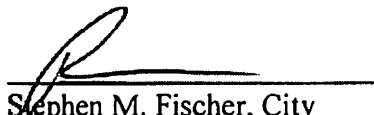
 _____ 4/14/21
Peter Hong, President Date

 _____ 4/14/21
Chris Do, Controller Date

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

 _____ 4-8-21
Stephen M. Fischer, City Date
Attorney (always required)

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

RATES AND COSTS EXHIBIT A-1

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
1000 THF Hydraulic Fluid	Total Dynatrans MP	Gallon	\$8.27
15W40 Engine Oil	TOTAL Rubia Optima 1100 15w40	Gallon	\$8.78
Red Eye Grease (brand specific)	LSC Red-I Grease #2	¼ drum	\$345.60
Red Antifreeze 100%	TOTAL Coolelf HDLL	10 gallons in 1-gallon containers	\$122.20
Green Antifreeze 100%	Total coolelf GLS	10 gallons in 1-gallon containers	\$97.20
Chevron 220 Gear Oil (brand specific)	Chevron Meropa 220	One (1) 5-gallon bucket (estimated annual usage)	\$96.60

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
76 Firebird AW Hyd 32	TOTAL Azolla ZS 32	Gallon	\$6.18
Mobil EAL 224H Hyd Oil	TOTAL Biohydran AW 32	55 gal. drum	\$877.80
76 Super ATF D/M	TOTAL Fluid H 3 NA	Gallon	\$8.28
Mobil Delvac Synthetic ATF	BP Autran Syn 295	55 gal. drum	\$2,291.30
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	TOTAL Transmission Syn SAE 50	lb	\$5.85
76 Firebird 5W20 SN	TOTAL Quartz 7000 Future XT 5w20	Gallon	\$7.07
76 Firebird 5W30 SN GFS	TOTAL Quartz 7000 Future XT 5w20	Gallon	\$7.07
76 Firebird HD 15W40 CJ-4/SL	TOTAL Rubia Optima 1100 15w40	Gallon	\$8.78
Mobilube HD 85W140 EP-5	TOTAL Transmission MDL NA 84w140	lb	\$2.00
76 Multiplex Red 2 (grease in 35 lb. pails)	TOTAL Multis Complex EP 2	35 lb. pails	\$105.00
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	TOTAL Multis Complex EP 2	120 lb. kegs	\$351.60
76 Multiplex Red 2 (grease in 400 lb. drums)	TOTAL Multis Complex EP 2	400 lb. drums	\$1,172.00

Item	Proposed Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Oil – Pegasus 805*	TOTAL Nateria MH 40	Gallon	\$13.94
Oil – 410 NC*	TOTAL Rubia G9 SAE 40	Gallon	\$12.49
Oil – Delvac 1 ESP*	TOTAL Rubia Optima 1500 5w40	Gallon	\$18.20
Oil – Delvac 1300 Super*	TOTAL Rubia Optima 1100 15w40	Gallon	\$8.78
Oil – DTE 25*	TOTAL Azolla ZS 46	Gallon	\$6.18
Oil – BB*	TOTAL Cirkan RO 220	Gallon	\$12.21
Oil – Rarus 427*	TOTAL Dacnis 100	Gallon	\$12.14
Oil – DTE Extra Heavy*	TOTAL Cirkan RO 150	Gallon	\$12.06
Oil – Gear Oil 634*	TOTAL Carter EP 460	Gallon	\$14.85
Oil – DTE Light*	TOTAL Cirkan RO 32	Gallon	\$11.87

***Mobil brand oils or equal to.**

The grand total is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2019
- (2) Vendor: Conico Toro, Inc.
- (3) Services: Lubricants and Antifreeze Delivery Services for Various City Sites
- (4) Schedule of Services: See Schedule and Scope of Services Exhibit, which is attached hereto and incorporated herein.
- (5) Agreement Ending Date: June 30, 2022
- (6) Total Agreement Amount: \$356,100
- (7) City's Project Manager: Bill Birch
- (8) Vendor's Project Manager: Chris Do
- (9) Insurance Coverage: INS-I
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required incorporated and are not; but Section 20(e) and the Prevailing Wage Exhibit 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>100 North Del Norte Boulevard
Oxnard, CA 93030
Attn: Chris Do, Controller</p> | <p><i>FOR CITY:</i></p> <p>1060 Pacific Avenue
Oxnard, CA 93030
Attn: Bill Birch, Fleet Services Manager</p> |
|--|--|
- (12) Contact Emails:
- | | |
|---|--|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>Chris.do@conicoinc.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>bill.birch@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:

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



AGREEMENT FOR TRADE SERVICES

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

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

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

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

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

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

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

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

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

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

15. Hold Harmless, Defense and Indemnity.

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

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

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

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

17. Documents and Materials.

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

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

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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

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

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

18. Confidentiality of Information.

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

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

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

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

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

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

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

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

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other 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

CONICO TORO, INC.

Tim Flynn 5/21/19
☒ Tim Flynn, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

 Peter Hong, President Date

 Chris Do, Controller Date

ATTEST:

Michelle Ascencion 5/21/19
 Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer 5/8/19
 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.

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

CONICO TORO, INC.

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

 _____ Date 4/30/19
Peter Hong, President
 _____ Date 4/30/19
Chris Do, Controller

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.

SCHEDULE AND SCOPE OF SERVICES EXHIBIT

Vendor shall provide bulk lubricant delivery services for all referenced lubricant types and antifreeze for the City's current and future tanks. The City shall not be penalized for purchasing more or less than the estimated quantities listed. Fluids shall be ordered and delivered, if delivery is not regularly scheduled, on an "as-needed" basis by means of a phone call to Vendor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. The City reserves the right to add or delete delivery sites and lubricant types as needed during the course of the Agreement. Please contact City staff regarding City-observed holidays when facilities are closed.:

New Year's Day
 Dr. Martin Luther King Day
 Presidents Day
 Caesar Chavez Day
 Memorial Day
 Independence Day

Labor Day
 Veterans Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas Day

Deliveries shall be made by owned or Agreement motor carriers. Carriage vehicles shall be fully equipped. It is the responsibility of the Vendor to supply pumps, hoses, or whatever is needed to appropriately pump the lubricants and antifreeze being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Vendor, including product in spill containers.

Estimated Quantities: The annual volumes indicated below are estimates only. The City shall not be penalized for purchasing more or less than the projected volume listed. The City reserves the right to add or delete delivery sites and products as needed during the course of the Agreement.

1) Environmental Resources, 111 Del Norte Blvd., Oxnard, CA 93030:

Fluid	Estimated Volume Every Three Months	Equipment
1000 THF Hydraulic Fluid	100 gallons	Various
15W40 Engine Oil	100 gallons	Various
Red Eye Grease (brand specific)	¼ drum	Yellow and Green Iron Machinery
Red Antifreeze 100%	10 gallons in 1-gallon containers	Yellow Iron
Green Antifreeze 100%	10 gallons in 1-gallon containers	Forklifts
Chevron 220 Gear Oil (brand specific)	One (1) 5-gallon bucket (estimated annual usage)	MRF (Materials Recovery Facility) Processing Machinery Gear Motors

2) Fleet Services mechanic shops at Corporate Yard (Bays 6, 8, 15, 18) 1060 Pacific Avenue and Environmental Resources Shop (111 Del Norte Blvd.), Oxnard, CA 93030:

Fluid	Type	Unit of Measure	Estimated Annual Volume
76 Firebird AW Hyd 32	Hydraulic fluid	Bulk gallons	1,300 gallons
Mobil EAL 224H Hyd Oil	Hydraulic fluid	55 gal. drum	7 drums or 385 gallons

76 Super ATF D/M	Transmission fluid	Bulk gallons	30 gallons
Mobil Delvac Synthetic ATF	Transmission fluid (must be Allison approved)	55 gal. drum	5 drums or 275 gals.
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	Transmission fluid	110 lb. keg	2 kegs or 220 lbs.
76 Firebird 5W20 SN	Engine oil (gasoline)	Bulk gallons	500 gallons
76 Firebird 5W30 SN GFS	Engine oil (gasoline)	Bulk gallons	250 gallons
76 Firebird HD 15W40 CJ-4/SL	Engine oil (diesel)	Bulk gallons	2,000 gallons
Mobilube HD 85W140 EP-5	Differential oil	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 35 lb. pails)	Grease	35 lb. pails	1 pail or 35 lbs.
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	Grease	120 lb. kegs	1 keg or 120 lbs.
76 Multiplex Red 2 (grease in 400 lb. drums)	Grease	400 lb. drums	3 drums or 1,200 lbs.

3) River Ridge Golf Course, 2501 North Ventura Road, Oxnard, CA 93036:

Fluid	Unit of Measure	Estimated Annual Volume	Container Capacity
Hydraulic Fluid – 1000 THF	Gallons	260 gallons	55 gallon drum*
Oil – 15W40, API, CJ-4	Gallons	260 gallons	120 gallon container*
100% Antifreeze – MSDS 210, Conventional Green Formula	Gallons	60 gallons	55 gallon drum*

*Container to be provided by Vendor.

4) Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA 93033:

Fluid	Estimated Annual Volume	Equipment
Oil – Pegasus 805*	3,000 gallons	Engineators
Oil – 410 NC*	110 gallons	EMD Generators
Oil – Delvac 1 ESP*	110 gallons	Vehicles
Oil – Delvac 1300 Super*	165 gallons	Vehicles
Oil – DTE 25*	550 gallons	Various Equipment
Oil – BB*	110 gallons	Angle Drives
Oil – Rarus 427*	55 gallons	Air Compressors
Oil – DTE Extra Heavy*	55 gallons	Gear Reducers
Oil – Gear Oil 634*	10 gallons	Gear Reducers/Hypoid Gears
Oil – DTE Light*	55 gallons	Bearing Boxes

*Mobil brand oils or equal to.

Delivery Locations:

- a) Environmental Resources: 111 Del Norte Blvd., Oxnard, CA 93030
- b) Fleet Services Corporate Yard and Environmental Resources Shop: (Bays 6, 8, 15, 18) 1060 Pacific Avenue and Environmental Resources Shop (111 Del Norte Blvd.), Oxnard, CA 93030
- c) Ridge Golf Course: 2501 North Ventura Road, Oxnard, CA 93036
- d) Wastewater Treatment Plant: 6001 Perkins Road, Oxnard, CA 93033

Delivery Requirements:

- a) Vendor shall visit the Fleet Services Corporate Yard every other week to ascertain lubricant needs and schedule lubricant delivery in order to maintain tanks at least half full at all times.
- b) Delivery slips for Corporate Yard deliveries shall specify bay numbers and corresponding fluids delivered.
- c) With City sites other than the Corporate Yard, lubricants and antifreeze shall be ordered and delivered on an "as-needed" basis by means of a phone call or e-mail to the Vendor. Maximum response time for such delivery shall be 24 hours (not three 8-hour business days) or the next business day. Please contact City staff regarding City-observed holidays when facilities are closed.
- d) Fluids shall be delivered in bulk (no drums) unless otherwise stated.
- e) Vendor shall top off tanks when delivering fluids, regardless of quantity ordered.
- f) All fluids require branded products or equal to.
- g) Red Eye grease and Chevron 220 gear oil (or equal to) shall be delivered to Environmental Services.
- h) Synthetic transmission fluid for Fleet Services shops shall be Allison-approved.
- i) Mobil brand oils (or equal to) shall be delivered to the Wastewater Treatment Plant.

Billing:

- a) Payment shall be made for quantities actually delivered and accepted, whether greater or less than ordered.
- b) Vendor shall leave signed delivery slips with City staff or, in the absence of City staff, at an agreed-upon location.
- c) Invoices shall detail the date, time, location of delivery, type of fluid, number of lbs./gallons/drums delivered, unit price and all taxes, fees and surcharges. For Corporate Yard deliveries, please add bay number(s) and corresponding fluid type(s) delivered.

Environmental Resources billing contact:

- a) Invoices for lubricants delivered to Environmental Resources shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by Environmental Resources no later than five (5) business days after delivery.
- b) Billing address and contact: James Torrez, phone (805) 200-2215, email james.torrez@oxnard.org City of Oxnard, Environmental Resources Division, 111 Del Norte Boulevard, Oxnard, CA 93030.

Fleet Services Shops' billing contact:

- a) Invoices for lubricants delivered to Fleet Services shops (Corporate Yard and Environmental Resources Shop locations) shall be sent electronically. The invoice shall be an attachment to e-mail in a format recognizable by the City's computer system, e.g., PDF. In order for timely invoice payment, invoice shall be received by the Fleet Services Division no later than five (5) business days after delivery.
- b) Billing address and contact: Bill Birch, phone (805) 385-8080, email bill.birch@oxnard.org City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Bldg. 2, Oxnard, CA 93030.

River Ridge Golf Course billing contact:

- a) Invoices for lubricants delivered to the River Ridge Golf Course shall be sent to Parks and Facilities Manager.
- b) Billing address and contact: Art Gutierrez, phone (805) 385-7951, email art.gutierrez@oxnard.org, River Ridge Golf Course, 2401 West Vineyard Road, Oxnard, CA 93036.

Wastewater Treatment Plant billing contact:

- a) Invoices for lubricants delivered to the Wastewater Treatment Plant shall be sent to Wastewater Maintenance Supervisor.
Billing address and contact: Jeff Palacio, phone (805) 271-2208, email jeff.palacio@oxnard.org, City of Oxnard, Wastewater Section, 6001 Perkins Road, Oxnard, CA 93033.

RATES AND COSTS EXHIBIT

Environmental Resources

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
1000 THF Hydraulic Fluid	TOTAL Dynatrans MP	Gallon	\$7.47
15W40 Engine Oil	TOTAL Rubia Optima 1100 15w40	Gallon	\$7.98
Red Eye Grease (brand specific)	LSC Red-I Grease #2	¼ drum	\$333.60
Red Antifreeze 100%	TOTAL Coolef HDLL	10 gallons in 1-gallon containers	\$122.20
Green Antifreeze 100%	TOTAL Coolelf GLS	10 gallons in 1-gallon containers	\$97.20
Chevron 220 Gear Oil (brand specific)	Chevron Meropa 220	One (1) 5-gallon bucket (estimated annual usage)	\$93.10

Fleet Services mechanic shops at (Corporate Yard and Environmental Resources)

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
76 Firebird A W Hyd 32	TOTAL Azolla Zs 32	Gallon	\$5.38
Mobil EAL 224H Hyd Oil	TOTAL Biohydran AW 32	55 gal. drum	\$833.80
76 Super ATF D/M	TOTAL Fluid H 3 NA	Gallon	\$7.48
Mobil Delvac Synthetic ATF	Mobil Delvac Syn AFT 1	55 gal. drum	\$2,247.30
Mobil Delvac Synthetic Transmission 50 (110 lb. kegs)	TOTAL Transmission Syn SAE 50	lb	\$5.75
76 Firebird 5W20 SN	TOTAL Quartz 7000 Future XT 5w20	Gallon	\$6.27
76 Firebird 5W30 SN GFS	TOTAL Quartz 7000 Future XT 5w30	Gallon	\$6.27
76 Firebird HD 15W40 CJ-4/SL	TOTAL Rubia Optima 1100 15w40	Gallon	\$7.98
Mobilube HD 85W140 EP-5	TOTAL Transmission MDL NA 84w140	lb	\$1.90
76 Multiplex Red 2 (grease in 35 lb. pails)	TOTAL Multis Complex ET 2	35 lbs	\$97.30
76 Multiplex Red 2 NLGI 2 (grease in 120 lb. kegs)	TOTAL Multis Complex ET 2	120 lbs	\$307.20
76 Multiplex Red 2 (grease in 400 lb. drums)	TOTAL Multis Complex ET 2	400 lb drum	\$1,028.00

River Ridge Golf Course

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Hydraulic Fluid – 1000 THF	TOTAL Dynatrans MP	Gallon	\$7.47
Oil – 15W40, API, CJ- 4	TOTAL Rubia Optima 1100 15w40	Gallon	\$7.98
100% Antifreeze – MSDS 210, Conventional Green Formula	TOTAL Coolelf GLS	Gallon	\$9.61

***Container to be provided by Vendor.**

Wastewater Treatment Plant

Item	Description, Brand/Manufacturer & Product Code	Unit of Measure	Unit Price
Oil – Pegasus 805*	TOTAL Nateria MH 40	Gallon	\$13.14
Oil – 410 NC*	TOTAL Rubia G9 SAE 40	Gallon	\$11.69
Oil – Delvac 1 ESP*	TOTAL Rubia Optima 1500 5w40	Gallon	\$17.40
Oil – Delvac 1300 Super*	TOTAL Rubia Optima 1100 15w40	Gallon	\$7.98
Oil – DTE 25*	TOTAL Azolla ZS 46	Gallon	\$5.38
Oil – BB*	TOTAL Cirkan RO 220	Gallon	\$11.41
Oil – Rarus 427*	TOTAL Dacnis 100	Gallon	\$11.34
Oil – DTE Extra Heavy*	TOTAL Cirkan RO 150	Gallon	\$11.26
Oil – Gear Oil 634*	TOTAL Carter EP 460	Gallon	\$14.05
Oil – DTE Light*	TOTAL Cirkan RO 32	Gallon	\$11.07

***Mobil brand oils or equal to.**

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

- A.** Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B.** Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C.** If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D.** In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018**

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

**INSURANCE EXHIBIT
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

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

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

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

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

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.

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 & 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 ☒ 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				

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:

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

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

- ☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE _____ AGGREGATE _____

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____
Address: _____
Telephone: () _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

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 COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.6

DATE: May 18, 2021

TO: City Council

FROM: Eric Sonstegard, Assistant Police Chief, (805) 385-7801, eric.sonstegard@oxnardpd.org

SUBJECT: Office of Traffic Safety - Selective Traffic Enforcement Program Grant

RECOMMENDATION

That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$478,018.52 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for FY 2021-2022 Selective Traffic Enforcement Program (S.T.E.P);
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of OTS grant funds; and
4. The Chief of Police or designee to submit all program-related progress or status reports.

(Public Safety Committee approved 3-0)

BACKGROUND

The State of California, Office of Traffic Safety (OTS), offers grant funding to assist cities in reducing the number of injury and fatal traffic collisions that occur on roadways. The Police Department is applying for the "Selective Traffic Enforcement Program" grant in the amount of \$478,018.52.

The Police Department is committed to reducing the total number of collisions through enforcement, education, and engineering improvements and is dedicated to the safety of our motorists, pedestrians, and bicyclists. The Police Department will use grant funding to continue implementing strategies and conduct enhanced enforcement operations to address primary collision factors (such as speed, failure to yield, unsafe turning movements, and distracted driving) to aid in making our roads safer. Traffic safety presentations at community events, public meetings, and schools will also be a means of promoting public awareness regarding bicycle, motorcycle, and pedestrian safety.

The Police Department evaluates collision data and statistics monthly to ensure that problematic areas and primary collision-causing factors are addressed. The Police Department uses this data to focus enforcement in collision-prone and problematic areas through the use of multi-officer enforcement operations that focus on specific collision causing traffic violations and DUI enforcement operations. Grant funding will also be used to deploy officers for the sole purpose of conducting DUI enforcement. The Traffic Unit will conduct monthly DUI checkpoints and enforcement details during peak times and at locations that experience a high number of DUI-related collisions. Traffic officers will utilize seat belt and distracted driving laws to promote seat belt compliance and deter distracted driving. Working with the City's Traffic Engineer, the Traffic Unit will evaluate locations to facilitate roadway improvements to reduce the high number of collisions involving pedestrians, bicyclists, and motor vehicles on City streets.

The Police Department understands the value of educating the community to increase traffic safety. With the assistance of the School Resource Officers (SROs), the Traffic Unit will continue conducting pedestrian and bicycle safety presentations to school-aged children and young adults. The safety presentations will include topics such as safe pedestrian practices to enhance safety, the risks and hazards of riding bicycles in traffic, and the importance of wearing the proper safety equipment. The Police Department will host "Start Smart" teen driver safety classes, in which parents and teenagers will be informed of the key factors associated with traffic collisions involving teenage drivers.

The Police Department will continue to collaborate with allied agencies in Ventura County to coordinate enforcement activities and implement strategies to address "place of last drink" (POLD) data and alcohol service compliance. Social media will also be used to distribute and provide information regarding statistical crash data, improve public awareness, and encourage community involvement directed at collision reduction. We will also utilize all available media and outreach methods to promote safe driving habits, encourage seat belt compliance, and deter distracted driving.

The Police Department will continue to participate in the "Know Your Limit" program. The program was implemented in 2017 as a method to educate and reduce impaired driving. Officers developed partnerships with local bars and restaurants. The officers worked to gain the cooperation of patrons to educate them on the effect that alcohol has on their body, the potential for serious injury or death when driving while impaired, and the financial penalties involved when arrested for DUI. Patrons are asked to guess their blood alcohol content (BAC) based on the number of drinks they have consumed and are offered a "no-consequence" breathalyzer test to see the results. Information is also provided regarding designated driver and rideshare programs. The program has received overwhelmingly positive responses from both business owners and patrons alike. Since the program's inception, it has been implemented at twenty-two (22) local businesses.

With this grant, the Police Department will proactively seek innovative approaches to combat DUI and DUI-D (Driving Under the Influence of Drugs) collisions and work toward providing continued education and enforcement to ensure the community's safety while traveling our roadways.

STRATEGIC PRIORITIES

This agenda item supports the Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The Selective Traffic Enforcement Program (S.T.E.P.) Grant does not require ongoing or one-time matching contributions. Upon execution of the grant award, the grant will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on April 27, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alex Arnett, Police Commander

ATTACHMENTS

1. Office of Traffic Safety STEP Grant Resolution FY 21-22
2. Office of Traffic Safety STEP Grant Presentation FY 21-22

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 FOR THE
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT

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

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the State of California, Office of Traffic Safety for \$478,018.52 in Office of Traffic Safety grant funds, to be used for traffic enforcement and education.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used for selective traffic enforcement and education and resolves to recognize grant revenue in the amount of \$478,018.52 from the State of California, Office of Traffic Safety. 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 the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ____ th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

□ □□□□□□□□□r□□□□□□□□□□

□ □□□□□□□□□r□□□□□□□□r□□□ □□□□□r□□r□□ □□r□□□

□ □□□□□□□□□□□□□ □□ □ □□□□

A□r□□27□2□21

□ □□rd□□ □□□□□ □□□□□□

M□□1□□2□21

A□□□Ar□□□□□□□□ □□ □ □□d□r

Arithmetic rearranged her hand
her hand rearranged her hand.

□ □ □ □ □ □ □ □ □ □ d □ □ □ □ □ □ □ □ d □ □ □ □ □ r □ □ □ □ □ □ □ □

☐ ☐ h ☐☐☐☐☐ r ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ d ☐☐ r ☐☐☐ / ☐☐☐☐☐☐☐☐☐☐☐☐☐☐

☐ ☐☐☐☐ r ☐☐☐☐ ☐ r ☐☐☐☐☐☐☐ Dr ☐☐☐ r ☐☐ ☐☐☐☐☐☐☐ r ☐☐ r ☐☐ ☐

☐ ☐☐☐☐☐ ☐☐☐ r ☐☐☐☐ ☐☐☐☐☐ ☐☐ r d Dr ☐☐☐ r ☐☐ d ☐☐☐☐☐☐

☐ ☐☐ h ☐☐☐☐☐☐ ☐☐ r R d ☐☐☐☐ ☐ ☐☐☐☐

□ □□□**r**□□□ □□□

□ □□ □□**r**□**d**Dr□□□□□

□ H□□**h**□□ □□□□□□□**Ar**□□□

□ **D**□□□**r**□□□□**d**Dr□□□□□

□ □□**d**□□□**r**□□□□□□□□□□□□□□**M**□□□**r**□□□□□□□□**R**□□□□□**d**□□□□□□□□□□

□ □□□□□□□□□□□ □□ □□□□□□□□

FY	Grant Award
2□12□2□13	□15□□□□□
2□13□2□1□	□252□357
2□1□□2□15	□316□5□□
2□15□2□16	□275□□□□
2□16□2□17	□33□□□□
2□17□2□1□	□5□5□□□□
2□1□□2□19	□□1□□□□□
2□19□2□2□	□□□□□□□□
2□2□□2□21	□□35□596.27
2□21□2□22	□□7□□□1□.52

□□2122□□r□□A□□□□□□□□R□□□□□□□

□ A□□rd□□□ □□□□□□□□7□□□1□.52

□ 12D□□□h□□□□□□□□

□ 3□D□□□□□r□□□ □□□□□ □□r□□□□□

□ 1□□□r□□□□□□□□r□□□ □□□□□ □□r□□□□□

□ 1□□□□□/□□d□□r□□□□□□□r□□□ □□□□□ □□r□□□□□

□ □D□□r□□□□dDr□□r□□ □□r□□□□□

□ 6M□□r□□□□□□□□□□□□□r□□□ □□□□□ □□r□□□□□

□ □□r□□□□□□□□□□□d□□□□□□□□r□□□□□□□□□□

□ □□□□□□□□r□□□□ □□□□□ □□□□□□

□ □r□□□□□□□r2□□□□□□r□□□□D□/D□□D□□□□□□□□□□□□





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

DATE: May 18, 2021

TO: City Council

FROM: Eric Sonstegard, Assistant Police Chief, (805) 385-7801, eric.sonstegard@oxnardpd.org

SUBJECT: Office of Traffic Safety - Pedestrian and Bicycle Safety Grant

RECOMMENDATION

That the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$25,694.49 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for FY 2021-2022 Pedestrian and Bicycle Safety;
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of the OTS funds; and
4. The Chief of Police or designee to submit all program-related progress or status reports.

(Public Safety Committee approved 3-0)

BACKGROUND

The City of Oxnard is committed to improving the safety and accessibility of people walking and biking in our community. This is done through education of our community in safe practices for pedestrians and bicyclists while traveling the roadways, enforcement of traffic laws, and working with the Traffic Engineer's Office on roadway design and improvement.

However, based on the 2018 Office of Traffic Safety (OTS) rankings of California cities, Oxnard is ranked 2nd out of 59 California cities in total injury and fatal traffic collisions (1,618), with a ranking of "1" being the worst. Oxnard is ranked 15th in bicyclists injured or killed (71) and 20th in pedestrians injured or killed (102). Oxnard also ranked 1st in pedestrians under the age of 15 years old that were injured as a result of a traffic collision (24).

Oxnard has traditionally ranked high in the Office of Traffic Safety rankings in pedestrian and bicycle involved collisions. In 2020, Oxnard had a total of nine fatal traffic collisions including one bicycle fatality, and four pedestrian fatalities. In addition, There were a total of 78 pedestrians involved in injury collisions and 59 bicyclists involved in injury collisions. In the past three years, 66 children under the age of 15 have been injured as a result of collisions that involved a pedestrian or bicyclist. Based on collision data, the leading cause of bicycle and pedestrian-involved collisions was right of way violations, and 86% of bicyclists involved in collisions were not wearing helmets.

The Oxnard Police Department is dedicated to keeping our roadways safe by reducing collisions. Traffic safety is a high priority at the Police Department, with the emphasis on reducing collisions, improving school zone safety, addressing

dangerous and distracted driving, and deterring impaired driving. Unfortunately, in 2019, there was an increase in pedestrian and bicycle injuries and fatalities. Since then, the Department has placed additional efforts on pedestrian and bicycle safety. In addition to traditional traffic collision reduction efforts, the Police Department is seeking grant funding to be utilized in enhancing our pedestrian and bicycle educational outreach. Partnerships with the Traffic Engineer's Office, the Oxnard School District, and community organizations would be expanded to implement strategies to improve our 100-year-old infrastructure and design safer thoroughfares to accommodate our growing commuter-based population. Department members would also engage with our community during community events, neighborhood meetings, and school functions to promote bicycle and pedestrian safety.

Our pedestrian and bicycle safety and collision reduction efforts would include:

- A Pedestrian/Bicycle Coordinator - The dedication of a traffic officer to provide guidance for pedestrian/bicycle planning efforts and oversee the grant.

Quarterly meetings between the Police Department and the Traffic Engineer's Office to evaluate:

- Pedestrian and bicycle volumes and setting speed limits.
- Prioritize roadway analysis based on volume data and collision rates.
- Evaluate the existing pedestrian and bicycle network to assess signs, markings and signals including MUTCD compliance and maintenance.
- Evaluate surface quality of roadways with bicycle lanes and bicycle routes.
- Prioritize maintenance of roadways where bicycle and pedestrian collisions occur.
- Prioritize locations for grant-funded pedestrian safety equipment.

A formalized Pedestrian and Bicycle Safety Education Program that includes:

- Collaborate with beat and district officers to conduct presentations at group homes, community groups and organizations, and senior citizen communities.
- Collaboration with our school resource officers and local schools to provide pedestrian and bicycle safety presentations and bicycle rodeos to students.
- Coordination with school districts and school transportation services to establish "Safe Routes to Schools" in an effort to develop walking routes and address potential barriers for pedestrian or bicycle access to schools.
- Host pedestrian and bicycle safety presentations at community events and fairs.
- Involvement of additional public partners, such as public health and behavior health, in safety education programs.
- Increase pedestrian and bicycle safety awareness through social media, public announcements, and local media.

Public Involvement and Feedback Process:

- Hold public meetings in the community to discuss pedestrian and bicycle concerns and issues.
- Host regular community engagement opportunities centered on pedestrian and bicycle issues.
- Allow for specific pedestrian and bicycle safety feedback to be submitted through the 311 portal

Training:

- Train officers in pedestrian and bicycle safety enforcement.
- Use collision data to help determine enforcement needs related to locations, times, and violations.
- Implement sustained pedestrian and bicycle safety enforcement efforts, including a focus on driver violations.

With this grant, the Police Department will proactively seek innovative approaches to provide education to our community relevant to ensuring the safety of pedestrians and bicyclists traveling our roadways.

STRATEGIC PRIORITIES

This agenda item supports the Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The Pedestrian and Bicycle Safety Grant does not require ongoing or one-time matching contributions. Upon execution of the grant award, the grant will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on April 27, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Alex Arnett, Police Commander

ATTACHMENTS

1. OTS Pedestrian and Bicycle Safety Grant Resolution FY 21-22
2. OTS Pedestrian and Bike Safety Grant Presentation FY 21-22

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 FOR THE

PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT

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

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the State of California, Office of Traffic Safety for \$25,694.49 in Office of Traffic Safety grant funds, to be used for pedestrian and bicycle safety education.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used for pedestrian and bicycle safety education, and resolves to recognize grant revenue in the amount of \$25,694.49 from the State of California, Office of Traffic Safety. 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 the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ____ th day of May, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

□ □□□□□□□□□r□□□□□□□ □□□□□

□ □d□□r□□□□□□d□□ □□□□□□□□□ □□□□□□□□r□□□

□ □□□□□□□ □□□□□□□ □□ □ □□□□□

A□r□□27□2□21

□ □□rd□□ □□□□□ □□□□□□

M□□1□□2□21

A□□□Ar□□□□□□□ □□ □ □□d□r

A r h r r d r h
 r h r h r .

□ r□□□□□□□ d□□□ □□□

□□ 21 22 □ r□□□ □□□□□□□□□ r□□□□□□□ □ 25 69 □. □ 9 □□
 □□□□ □ dd□□□□□□□□□□ □□ d□□□□□□□ □□ h□ □□□ □ □□□□□
 □□ □□□□ □ r□□□□□□□ □□ r □□ d□□ r□□□□ □□ d □□□□□□□□□□
 □□□□□ d□□□□□

□ □ □□□ r□□□ □□ d□□□□□□□

□ □ □□ □ □□□□□□□□□□□

□ □ r□□□□□□□□□□

□ □ □ r□□ h□□□

□ □ □□□□ r□□□□□□□ □ h□□□ h r□□ □□□ D□□□ r□□ □□□□□□□ h□□□□
 D□□ r□□□□□□□□ d□□ □□□□□ H□□□ h D□□□ r□□ □□□□

□ r□□□□□□□□ d□□□ □□□

□ D□ d□□□□□ d□□□ d□□ r□□□□□□ d□□□ □□□□□□□□ □□□□□□□□

□ □□ rd□□□□ r

□ □ □□□□□ r□□□□□□□ h h□□□ r□□□□□□□ □□□□□ r□□□□□ □□□□□

□ □ □□ □ □□□□□□□□□□□□ □□□□□ d□□□□ d□□□□

□ □ d□□□□□□□□□□ □□□ r□□□□□□□□□□□□□ h□□□ □□□□□□□□□□□□□

□□□□□□□□□□

□ r□□□□□□□□ d□□□ □□□

□ □ r□□□□□□□□□□□□ r□□□□ □ □□□□□□□ r□□□□□□□□□□ r□□□ d□
 □□ h□□□□□□□□□□□□□□□□□□□□□ □ □□□□□□□□□□□□□□□ d□
 □□□ r□

□ □□□□ R□□□□□□□□□□ h□□□□ r□□ r□□

□ □□□□□□ R□ d□□□

□ □□ A□□□□ d□□□□□□□□□□





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

DATE: May 18, 2021

TO: City Council

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

SUBJECT: Agreement with the Oxnard School District for the Operations of the After School Education and Safety Grant.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement (A-8318) with the Oxnard School District (OSD) for the City to receive an amount not to exceed \$2,750,000 with a City match of \$130,000 of in-kind services.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/WaWPH0eAmek>

(Community Services Committee approved 3-0)

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the Governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. After school and summer learning programs are locally-designed school and community solutions that provide a safe place for kids and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, after school programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school day attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

The Oxnard School District ("OSD") contracts with the City's Recreation Division to operate the ASES program to provide after school programming (Hours of Operation 1:30 p.m. - 6:00 p.m.) to over 2,200 Oxnard children on twenty school campuses. The proposed contract with OSD is for one year at \$2,750,000. The OSD utilizes City of Oxnard ("City") employees as site coordinators and Recreation staff to operate the entire program. The City has partnered with the OSD for more than 20 years and for the past nine years the City has been the main contractor for the ASES program. In summary the contract provides for:

- Employing 122 city employees between the ages 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by the School District
- Over 1,000 Volunteer Hours

The OSD worked in partnership with the City to design a staffing model that works best for the ASES program. The

following two elements integrate the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element - This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.
2. Educational Enrichment Element - This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation, community service-learning and other youth development activities based on the student's needs and interests.

Known as the Oxnard Scholars Program, the OSD program has been praised by local and state agencies for excellence in after school programming. In 2016, a former Oxnard Scholars Program employee received the California Expanded Learning Emerging Leadership Award from the California Department of Education. There have been multiple individuals employed by the City for the Oxnard Scholars program who now serve as elementary and secondary school teachers.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The OSD total grant award of not to exceed \$2,750,000 will be included in the recommended FY 2021-22 budget in the ASES Fund (272-5502). Primary services, including reimbursement for actual expenses, shall not exceed two million five hundred thousand dollars (\$2,500,000); "Additional Services" are not to exceed \$250,000.

The OSD requests matching funds by providing \$130,000 of in-kind services per fiscal year. This match is met through the General Fund (101-5501) by providing office space for ASES program, phone, copier, administrative and management staff time and will also be included in the recommended FY2021-22 budget. Student participation in various established recreation programs such as youth sports program, educational field trips, and volunteer support also contribute to the in-kind match.

COMMITTEE OUTCOME

The Community Services Committee approved 3-0 on April 27, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Julie Estrada, Recreation Coordinator

ATTACHMENTS

1. A-8318 City of Oxnard ASES 2021-2022 (DeGenna-Shea) w-exhibits
2. 2021-22 ASP Presentation Committee & Council (1)

OXNARD SCHOOL DISTRICT

Agreement #21-02

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 5th day of May, 2021 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties**.”

RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2 and Exhibit A-3, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2021-2022 (the “**Grant**”).
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2021 to and including June 30, 2022 (the “**Term**”). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A-0, Exhibit A-1, and Exhibit A-3 shall be completed during the Term pursuant to the schedule specified Exhibit A-0 (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant renders any Additional Services without District’s prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance

with **Exhibit A-2** during the Term pursuant to the schedule specified in **Exhibit A-0**. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “Services.” Should the Services not be completed pursuant to the schedule specified in **Exhibit A-0**, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in **Exhibit A-0** when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend **Exhibit A-0** as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) and “Additional Services” not to exceed Two Hundred Fifty Thousand (\$250,000.00) payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the funding is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. All work invoiced under this contract shall be work directly related to this agreement. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. The final invoice may include a fixed administrative fee not to exceed \$45,000.00. Sub-consultant charges, if any, shall be detailed by the following: categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) calendar days of receipt of Consultant’s correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when within sixty (60) work days after submitted to District. If District does not reject work by a timely written explanation, Consultant’s work shall be deemed to have been accepted. District’s acceptance shall be conclusive as to

such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "**Documents**") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance as set forth in paragraph 12 of this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of three (3) years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) work days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by

Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does not qualify as a "designated employee".

_____ (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the

liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

_____ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on **Exhibit C** hereto.

24. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa A. Franz
Phone: (805) 385-1501 x2414
Fax: (805) 240-7582

To Consultant: City of Oxnard Recreation and Community Services
305 W. 3rd St., First Floor West Wing
Oxnard, California 93030
Attention: Terrel Harrison
Phone: (805) 385-7993
Email: Terrel.Harrison@oxnard.org

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) work days after deposit of the same in the custody of the United States Postal Service.

25. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

26. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** attached hereto.

28. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

29. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

30. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Consultant and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

31. **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of

any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

32. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

OXNARD SCHOOL DISTRICT:

CITY OF OXNARD:

Lisa A. Franz, Director, Purchasing

John Zaragoza, Mayor

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

☐ Not Project Related

☒ Project #21-02

EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day or for a minimum of three hours after school dismissal.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education –

☐ Not Project Related

☒ Project #21-02

After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

- 8. ☐ Assist and maintain organized information for Federal Program Monitoring (FPM) at each site. The documentation needs to be submitted quarterly.
- 9. ☐ All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. ☐ Professional Development

- 1. ☐ Provide training for after school program staff and include the District Director of Enrichment and Special Programs, and as appropriate, include staff of collaborating organizations.
- 2. ☐ Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
- 3. ☐ Professional Development-All Staff:
 - a. ☐ All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, STEM/STEAM, communication skills and other topics to align the After School Program with the regular day throughout course of the academic school year.

D. ☐ Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of three hours. Trainings will be coordinated by Consultant and District.

- 1. ☐ Site Coordinator meetings shall be held once a month to review the training received by other staff, receive training on the Continuous Quality Improvement to assist with site goals and objectives and plan collectively for activities.
- 2. ☐ Professional Development-Math staff
 - a. ☐ Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. ☐ Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
- 3. ☐ Professional Development – Literacy staff
 - a. ☐ Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. ☐ Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
- 4. ☐ Professional Development – Arts/Special Enrichment staff
 - a. ☐ Participate in two full day training before the start of school conducted by District approved provider as per agreement with District.
 - b. ☐ Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between three hours.
- 5. ☐ Professional Development – Engineering is Elementary (EIE)

☐ Not Project Related

☒ Project #21-02

- a. ☐ Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
- b. ☐ Participate in monthly trainings to receive lessons and materials for the upcoming month. Trainings will be three hours.
- 6. ☐ Professional Development – Physical Fitness/Recreation Staff
 - a. ☐ Participate in monthly trainings as offered by the Consultant.
 - b. ☐ Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. ☐ Risk Management

- 1. ☐ Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
- 2. ☐ Provide a copy of insurance documents, which verify coverage for District.
- 3. ☐ Clear outside contractors and events through the District Risk Management Department. This shall occur at least 30 days prior to service or event.
- 4. ☐ Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- 5. ☐ Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- 6. ☐ Participate in school wide emergency drills and learn the protective procedures at each school site.

F. ☐ Responsibility

- 1. ☐ Staff each school site to meet the 20:1 ratio with the following understanding:
 - a. ☐ The site coordinator is to run the daily operations of the program and support staff working directly with students. The site coordinator position is to address the administrative responsibilities of the program. The coordinator taking a group is the exception and not the rule.
 - b. ☐ Lead staff are defined as the staff working with the groups of students during the program. Lead staff will have a group that does not exceed the 20:1 ratio and provide activities they have received at monthly trainings.
- 2. ☐ Report attendance and activities weekly by Wednesday of each week for the previous week.
- 3. ☐ Work with District to establish and maintain partnerships with community agencies.
- 4. ☐ Provide student learning and enrichment materials above and beyond materials already purchased by District.
- 5. ☐ Participate in collaboration activities with other participating organizations.
- 6. ☐ Vacate learning areas within each school in the same or better conditions as they were found.
- 7. ☐ When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.

☐ Not Project Related

☒ Project #21-02

- 8. ☐ Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
- 9. ☐ Include feedback from the after school administrator and site principal when evaluating employees.
- 10. ☐ Submit a use of facility permit to the Facilities Department at District.
- 11. ☐ Meet weekly with District administrator.
- 12. ☐ Provide documentation of matching funds.
- 13. ☐ Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
- 14. ☐ Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
- 15. ☐ Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.
- 16. ☐ Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

II. ☐ Supplemental Programming

- a. ☐ Supplemental programming is defined as activities outside of the 180 days school is in session.
- b. ☐ Supplemental Programs must be approved in advance by written request.
- c. ☐ Student ratio not to exceed 20:1.
- d. ☐ Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

III. ☐ The Oxnard School District agrees to:

- A. ☐ Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. ☐ Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. ☐ Provide a staff member to help create an academic link between the After School Program and the regular school day—reporting language arts and math assessment results to the After School program and reporting the after school results to the regular classroom teachers.
- D. ☐ Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. ☐ Provide consistent access to the computer lab and library.
- F. ☐ Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. ☐ Provide daily custodial services.
- H. ☐ Submit required attendance, fiscal and evaluation reports to the State of California.
- I. ☐ Provide office space/station with access to phone, computer, printer and internet access.
- J. ☐ Provide Access to Q.

☐ Not Project Related

☒ Project #21-02

- K. ☐ Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
 - L. ☐ Perform those actions set forth in Exhibit A-3.
- IV. ☐ As part of the Services, Consultant will prepare and deliver the following tangible work products to District:
- A. ☐ Certificates of insurance and additional insured endorsements for 2019-2020, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
 - B. ☐ Evidence that employees have met the No Child Left Behind (NCLB) requirements.
 - C. ☐ Monthly employee list certifying all have cleared TB and Fingerprint screenings.
 - D. ☐ Weekly attendance and activity reports.
 - E. ☐ Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
 - F. ☐ Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

☐ Not Project Related

☒ Project #21-02

V. ☐ During performance of the Services, Consultant will keep District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Q attendance report and Q Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

VI. ☐ Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☐ See attached list. **(To be provided prior to the 1st day of school)**

VII. ☐ Consultant will utilize the following subcontractors to accomplish the Services (check one):

☐ None.

☐ See attached list.

VIII. ☐ AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

☐ Not Project Related

☒ Project #21-02

EXHIBIT A-1
General Provisions

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. ☐ Field Trips. Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. ☐ Parent/Guardian Visits: To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. ☐ Late Pick Up Policy: Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. ☐ Reportable Incidents: If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. ☐ Emergencies/ Disasters: Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy

☐ Not Project Related

☒ Project #21-02

shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. ☐ Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify the Director, Enrichment and Special Programs at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
7. ☐ District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

☐ Not Project Related

☒ Project #21-02

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

Consultant agrees to operate Program sports in accordance with the following provisions.

1. General Requirements for Consultant’s Program Coaches

a. Satisfaction of Program staff requirements. Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

2. General Requirements for Student Eligibility in Program Sports

a. Medical clearance. Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

b. Adherence to recommendations. Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Consultant acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

☐ Not Project Related

☒ Project #21-02

d. Sign In and Sign Out Sheet. Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. Off-site Sports Activities. Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

i. ☐ As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. ☐ Consultant's coaches shall receive concussion training at least once a year.

iii. ☐ Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation

i. ☐ As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. ☐ Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. ☐ Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

☐ Not Project Related

☒ Project #21-02

c. Coaches – requirements if student may have sustained concussion

i. ☐ Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. ☐ Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion

i. ☐ A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. ☐ In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. ☐ Subsequent to the student's suspected head injury, Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. ☐ Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA")

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. ☐ As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. ☐ Consultant's coaches shall receive SCA training at least once a year.

iii. ☐ Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation

i. ☐ As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student’s parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District’s prior approval. Consultant may use the SCA information sheet “Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians” prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. ☐ Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. ☐ Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student’s parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

c. Coaches – requirements if student faints

i. ☐ Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. ☐ Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student’s parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event

i. ☐ A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. ☐ In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. ☐ Consultant agrees to enforce the health care provider’s recommendations and restrictions regarding the student’s participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. ☐ Consultant agrees to maintain copies of any written medical clearances, and, upon District’s request, provide the copies to District.

5. Heat Illness

Consultant agrees to adhere to the following standards regarding heat illness.

☐ Not Project Related

☒ Project #21-02

a. Coaches – education about heat illness prevention. Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course “A Guide to Heat Acclimatization and Heat Illness Prevention” (or any updated course), which is available through the CIF website.

b. Preventative Measures. Consultant’s coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. ☐ educating students participating in Program sports to arrive at practice or competition well-hydrated;

ii. ☐ instructing students to stay hydrated in between practices;

iii. ☐ educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;

iv. ☐ providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;

v. ☐ allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;

vi. ☐ if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and

vii. ☐ if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA)

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches - preventative measures. Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program

☐ Not Project Related

☒ Project #21-02

sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

a. Consultant development and implementation of policy. Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

e. Applicability. At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

☐ Not Project Related

☒ Project #21-02

8. Event Emergency Guidelines

a. Adoption of policy. Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial Review. If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE**

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen)

a. Obligation to Administer Epinephrine; Authorized Individuals

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Consultant Employees and Volunteers

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

2. Epinephrine Prescriptions

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and

☐ Not Project Related

☒ Project #21-02

providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

Exhibit “A(2)(i)”

Exhibit “A(2)(i)”

■ PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.

☐ Medicines

☐ Pollens

☐ Food

☐ Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: ☐ High blood pressure ☐ A heart murmur ☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY	Yes	No
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____

Signature of parent/guardian _____

Date _____

■ PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	☐ Male ☐ Female
BP _____ / _____ (_____ / _____)	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected ☐ Y ☐ N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat • Pupils equal • Hearing		
Lymph nodes		
Heart ^a • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)		
Pulses • Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only) ^b		
Skin • HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic ^c		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional • Duck-walk, single leg hop		

^aConsider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

^bConsider GU exam if in private setting. Having third party present is recommended.

^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- ☐ Cleared for all sports without restriction
- ☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____
- ☐ Not cleared
- ☐ Pending further evaluation
- ☐ For any sports
- ☐ For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

Exhibit “A(2)(ii)”

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- | | |
|---|--|
| <ul style="list-style-type: none">• ☐ Headaches• ☐ “Pressure in head”• ☐ Nausea or vomiting• ☐ Neck pain• ☐ Balance problems or dizziness• ☐ Blurred, double, or fuzzy vision• ☐ Sensitivity to light or noise• ☐ Feeling sluggish or slowed down• ☐ Feeling foggy or groggy• ☐ Drowsiness• ☐ Change in sleep patterns | <ul style="list-style-type: none">• ☐ Amnesia• ☐ “Don’t feel right”• ☐ Fatigue or low energy• ☐ Sadness• ☐ Nervousness or anxiety• ☐ Irritability• ☐ More emotional• ☐ Confusion• ☐ Concentration or memory problems (forgetting game plays)• ☐ Repeating the same question/comment |
|---|--|

Signs observed by teammates, parents and coaches include:

- ☐ Appears dazed
- ☐ Vacant facial expression
- ☐ Confused about assignment
- ☐ Forgets plays
- ☐ Is unsure of game, score, or opponent
- ☐ Moves clumsily or displays incoordination
- ☐ Answers questions slowly
- ☐ Slurred speech
- ☐ Shows behavior or personality changes
- ☐ Can’t recall events prior to hit
- ☐ Can’t recall events after hit
- ☐ Seizures or convulsions
- ☐ Any change in typical behavior or personality
- ☐ Loses consciousness

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3rd International Conference on Concussion in Sport

Document created 5/20/2010

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child's coach if you think that your child may have a concussion. Remember it's better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

Exhibit “A(2)(iii)”

(INSERT SCHOOL NAME HERE)
Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|--|---|
| <ul style="list-style-type: none">• ☐ Dolor de cabeza• ☐ “Presión en la cabeza”• ☐ Náusea o vómito• ☐ Dolor de cuello• ☐ Problemas de equilibrio o mareos• ☐ Visión borrosa o visión doble• ☐ Sensibilidad a la luz o ruido• ☐ Decaído• ☐ Adormecido• ☐ Mareado• ☐ Cambios en los hábitos de dormir | <ul style="list-style-type: none">• ☐ Amnesia• ☐ “No se siente bien”• ☐ Fatiga o energía baja• ☐ Tristeza• ☐ Nervios o ansiedad• ☐ Irritabilidad• ☐ Más sensible• ☐ Confundido• ☐ Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)• ☐ Repetir la misma pregunta o comentario |
|--|---|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- ☐ Parece desorientado
- ☐ Tiene una expresión facial vacía
- ☐ Está confundido acerca de la tarea o actividad
- ☐ Se olvida de las jugadas
- ☐ Está confundido sobre el juego, los puntos o el oponente
- ☐ Se mueve torpemente o muestra una falta de coordinación
- ☐ Contesta las preguntas lentamente
- ☐ Arrastra las palabras
- ☐ Muestra cambios de comportamiento o personalidad
- ☐ No puede recordar los eventos que sucedieron antes de la colisión
- ☐ No puede recordar los eventos que sucedieron después de la colisión
- ☐ Ataques o convulsiones
- ☐ Cualquier cambio en el comportamiento típico o personalidad
- ☐ Pérdida de la conciencia

(INSERT SCHOOL NAME HERE)
Información acerca de las concusiones cerebrales

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

Y

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

Exhibit “A(2)(iv)”

ACUTE CONCUSSION EVALUATION (ACE)

CARE PLAN

Gerard Gioia, PhD¹ & Micky Collins, PhD²

¹Children's National Medical Center
²University of Pittsburgh Medical Center

Patient Name: _____

DOB: _____ Age: _____

Date: _____ ID/MR# _____

Date of Injury: _____

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

Rest is the key. You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

____ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
 - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
 - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
 - Increased problems paying attention or concentrating
 - Increased problems remembering or learning new information
 - Longer time needed to complete tasks or assignments
 - Greater irritability, less able to cope with stress
 - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

Returning to School (Continued)

Until you (or your child) have fully recovered, the following supports are recommended: *(check all that apply)*

- ☐ No return to school. Return on (date) _____
- ☐ Return to school with following supports. Review on (date) _____
- ☐ Shortened day. Recommend ____ hours per day until (date) _____
- ☐ Shortened classes (i.e., rest breaks during classes). Maximum class length: ____ minutes.
- ☐ Allow extra time to complete coursework/assignments and tests.
- ☐ Lessen homework load by ____%. Maximum length of nightly homework: ____ minutes.
- ☐ No significant classroom or standardized testing at this time.
- ☐ Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- ☐ Take rest breaks during the day as needed.
- ☐ Request meeting of 504 or School Management Team to discuss this plan and needed supports.

Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

The following are recommended at the present time:

- ☐ Do not return to PE class at this time
- ☐ Return to PE class
- ☐ Do not return to sports practices/games at this time
- ☐ **Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
 - Return to play should occur in **gradual steps** beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
 - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

This referral plan is based on today's evaluation:

- ☐ Return to this office. Date/Time _____
- ☐ Refer to: Neurosurgery ____ Neurology ____ Sports Medicine ____ Physiatrist ____ Psychiatrist ____ Other ____
- ☐ Refer for neuropsychological testing
- ☐ Other _____

ACE Care Plan Completed by: _____

Exhibit “A(2)(v)”

Keep Their Heart in the Game

A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

FAINTING
is the
#1 SYMPTOM
OF A HEART CONDITION

What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.
Gasping, gurgling, snorting, moaning or labored breathing noises.
Seizure-like activity.

Early Access to 9-1-1



Confirm unresponsiveness.
Call 9-1-1 and follow emergency dispatcher's instructions.
Call any on-site Emergency Responders.

Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

Keep Their Heart in the Game

Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

Potential Indicators That SCA May Occur

- ☐ Fainting or seizure, especially during or right after exercise
- ☐ Fainting repeatedly or with excitement or startle
- ☐ Excessive shortness of breath during exercise
- ☐ Racing or fluttering heart palpitations or irregular heartbeat
- ☐ Repeated dizziness or lightheadedness
- ☐ Chest pain or discomfort with exercise
- ☐ Excessive, unexpected fatigue during or after exercise

Factors That Increase the Risk of SCA

- ☐ Family history of known heart abnormalities or sudden death before age 50
- ☐ Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- ☐ Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- ☐ Known structural heart abnormality, repaired or unrepaired
- ☐ Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation
<http://www.epsavealife.org>

CardiacWise (20-minute training video)
<http://www.sportsafetyinternational.org>



Exhibit “A(2)(vi)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Coaches, Athletic Directors and Administrators*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.

- **Unusual or increasing pain and/or warmth**
- **The presence of pus or a pustule**
- **Induration (hardness)**
- **Increasing swelling, size or redness of the wound**
- **Red streaks around the wound**
- **Fever and/or chills (flu-like symptoms)**



**If you have any of these signs
or symptoms, seek medical
attention immediately.**

Preventing MRSA

Precautions that coaches should take for preventing the spread of MRSA

- **Insist that your athletes shower with soap as soon as possible after practices and competitions.** If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- **Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.**
- **Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.**
- **Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.**
- **Equipment MUST be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.**
- **Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.**
- **Wrestling mats MUST be cleaned DAILY before and after use. This would include use by physical education classes.**
- **Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.**



For more information go to www.cifstate.org and click on the “Health and Safety” box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

What to do about MRSA in School Athletic Programs



Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
General			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
Notes:			
Wrestling Room and Mats			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
Notes:			
Weight Room			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel ($\geq$ 60% alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
Notes:			

Locker Rooms/Shower Rooms			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
Notes:			

Exhibit “A(2)(vii)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Student-Athletes, Coaches and Parents*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.



- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

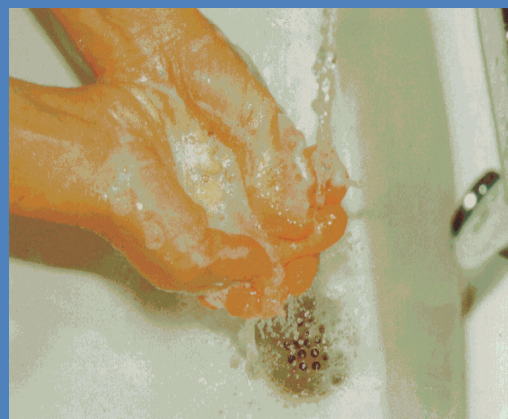
**If you have any of these
signs or symptoms, seek
medical attention
immediately.**



Preventing MRSA

Here are some precautions for preventing the spread of MRSA

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



For more information go to www.cifstate.org and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

Exhibit “A(2)(viii)”



CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.I)

Our School Policy:

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

PLEASE COMPLETE THIS FORM AND RETURN TO _____

NO LATER THAN _____

Print Name of Student-Athlete:

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the _____ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

Signature of Student-Athlete named above

Date signed

Print or type name of Parent/Guardian/Caregiver signing below

Relationship to student

Signature of Parent/Guardian/Caregiver

Date signed

Exhibit “A(2)(ix)”

EVENT EMERGENCY GUIDELINES

**CALIFORNIA INTERSCHOLASTIC
FEDERATION**

MARCH, 2013

Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

TABLE OF CONTENTS

	<u>Page</u>
PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS.....	3
GENERAL CONSIDERATIONS	3
A. RESPONSIBILITIES OF HOME TEAM.....	3
B. GUIDELINES FOR VISITING TEAMS.....	4
C. GUIDELINES FOR BOTH TEAMS.....	4
PART II: SPECIFIC THREATS.....	5
A. INJURIES AND MEDICAL EMERGENCIES.....	5
B. FIRE.....	5
C. EARTHQUAKE.....	5
D. SEVERE WEATHER.....	7
E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY.....	7
F. WEAPONS WITHOUT SHOOTING.....	8
G. SUSPICIOUS BEHAVIOR.....	9
H. CHILD ABUSE.....	9
I. PERSONNEL HARASSMENT.....	10
J. POWER OUTAGE.....	10
K. MISSING CHILD.....	10
L. ABDUCTION.....	11
M. CONTROLLED SUBSTANCE (Drugs/Alcohol).....	11
N. SEXUAL HARASSMENT.....	11
O. SEXUAL ASSAULT.....	12
P. TACTICAL SITUATION.....	12
Q. BOMB THREATS.....	13

GENERAL REMINDERS

|

WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS

GENERAL CONSIDERATIONS: Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

A. RESPONSIBILITIES OF HOME TEAM

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.
8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.
9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.
10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.
11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

B. GUIDELINES FOR VISITING TEAMS

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

C. GUIDELINES FOR BOTH TEAMS

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

PART II: SPECIFIC THREATS

A. INJURIES AND MEDICAL EMERGENCIES

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. ☐ Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. ☐ Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. ☐ Contact your immediate supervisor.
4. ☐ Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. ☐ If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. ☐ Contact the parents/guardians immediately.
7. ☐ Complete the incident report form and forward it to your immediate supervisor.

B. FIRE

1. ☐ Call Fire Department.
2. ☐ If fire is small in nature, extinguish it with a fire extinguisher.
3. ☐ If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. ☐ Do not touch anything on your way out.
5. ☐ Do not use the elevators.
6. ☐ If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. ☐ Contact your immediate supervisor.
8. ☐ Complete the incident report form and forward it to your immediate supervisor.

C. EARTHQUAKE:

(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait

1. ☐ At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. ☐ If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. ☐ If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. ☐ Protect your eyes from flying glass and debris with your arm covering your eyes.
5. ☐ After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. ☐ Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. ☐ To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. ☐ Move to a safe, open area, away from power lines and other overhead hazards.

B. Outside Event: DROP AND COVER AND STAY OUTSIDE

1. ☐ Assess where you are. If you are near overhead lines, trees or buildings, move away from them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. ☐ Do not enter any buildings until it is determined safe to do so.

C. Traveling to a School Event: STOP SAFELY

1. ☐ Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. ☐ If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. ☐ Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

D. SEVERE WEATHER

1. ☐ If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. ☐ If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. ☐ If you are inside, do not use the phones during and electrical storm.
4. ☐ If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. ☐ If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. ☐ Keep students as calm as possible and speak in reassuring tones.
7. ☐ Contact your immediate supervisor.
8. ☐ Complete the incident report form and forward it to your immediate supervisor.

E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY

GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.

A. Outside Event

1. ☐ During the initial firing, immediately lie on the ground.
2. ☐ Immediately assess, to the extent you can, the nature of the threat.
3. ☐ If the shooter is in your vicinity, run and encourage others to run
4. ☐ If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. ☐ Keep others from entering into the area.
6. ☐ Seek shelter if you cannot outrun the shooter. Any feature that can be used block gun fire should be considered, including walls, planters or trees.
7. ☐ Call 911 as soon as safety permits.
8. ☐ As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. ☐ Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. ☐ Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. ☐ After shots are no longer being fired, check for injuries.
13. ☐ Contact your immediate supervisor.
14. ☐ Contact parents/guardian.
15. ☐ Complete the incident report form and forward it to your immediate supervisor.

B. Inside a Building

1. ☐ Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. ☐ If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. ☐ If you are confined indoors, turn out the lights and mute your cell phone.
4. ☐ Call 911. Be ready to describe the situation and request medical aid if necessary.
5. ☐ Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. ☐ **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. ☐ After shots are no longer being fired, check students for injuries.
8. ☐ Keep students calm and wait for assistance to arrive.
9. ☐ If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. ☐ Contact your immediate supervisor.
11. ☐ Contact parents/guardians immediately.
12. ☐ Complete the incident report form and forward it to your immediate supervisor.

C. Fight Option

1. ☐ If you cannot escape or hide, and lives remain at stake, fight the intruder
2. ☐ The goal is to incapacitate the shooter.
3. ☐ Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

F. WEAPONS WITHOUT SHOOTING

A. Suspected Weapon On The Premises

1. ☐ Call 911.
2. ☐ **Do not confront the individual.**
3. ☐ Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. ☐ If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. ☐ Contact your immediate supervisor.

6. ☐ Complete the incident report form and forward it to your immediate supervisor.

B. Observed Weapon On The Premises

1. ☐ Seek assistance from another staff member or supervising adult in reporting the incident.
2. ☐ Discreetly call 911 if the suspect is not present.
3. ☐ Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

G. SUSPICIOUS BEHAVIOR

1. ☐ Approach the individual and ask if you can help.
2. ☐ If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. ☐ If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. ☐ Contact your immediate supervisor.
5. ☐ Continue to observe the individual until police arrive.
6. ☐ Be ready to give police as complete a description of the behavior as possible.
7. ☐ Do not become involved in a confrontation with the individual.
8. ☐ If the behavior seems potentially threatening to your students, remove them to a safer area.
9. ☐ Complete the incident report form and forward it to your immediate supervisor.

H. CHILD ABUSE

1. ☐ Immediately record the suspected child abuse/neglect in daily log.
2. ☐ All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. ☐ Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. ☐ Staff must record all observations, phone calls and contacts made.
5. ☐ If immediate help is required, call Police Department or 911.
6. ☐ Contact your immediate supervisor.
7. ☐ Complete the incident report form and forward it to your immediate supervisor.
(Remember: All information about children and families is **confidential**)

Definitions Of Child Abuse:

1. ☐ **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. ☐ **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

I. PERSONNEL HARASSMENT

1. ☐ Remain Calm.
2. ☐ Do not respond to the person in a confrontational manner
3. ☐ Involve your direct supervisor.
4. ☐ Ask and allow person to explain situation.
5. ☐ Listen and show concern.
6. ☐ If situation remains confrontational, ask the person to leave.
7. ☐ If you feel that you are in danger, call 911.
8. ☐ Complete the incident report form and forward it to your immediate supervisor.

J. POWER OUTAGE

1. ☐ Remain calm.
2. ☐ If participants are in danger, stop activity and move them to a safe place.
3. ☐ Contact your immediate supervisor. Notify the on-site maintenance staff.
4. ☐ Ask site personnel for available flashlight.
5. ☐ Complete the incident report form and forward it to your immediate supervisor.

K. MISSING CHILD

1. ☐ Remain calm.
2. ☐ Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. ☐ Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. ☐ Notify the police at 911.
5. ☐ Notify the parent/guardian. Ask questions of the parent such as:
 - ☐ Does s/he know how to ride the bus?
 - ☐ Does s/he have any money?
 - ☐ Are there any places in the area that the child is familiar with such as a playground or picnic area?
 - ☐ Are there any relatives or friends in the area where the child would be likely to go?

6. ☐ Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. ☐ If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. ☐ Complete the incident report form and forward it to your immediate supervisor.

L. ABDUCTION

1. ☐ **Remain Calm**
2. ☐ Call 911.
3. ☐ Report abduction, or attempted abduction to your immediate supervisor.
4. ☐ Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. ☐ If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. ☐ Treat custody dispute problems as a possible child abduction.

M. CONTROLLED SUBSTANCE (Drugs/Alcohol)

1. ☐ Be ready to provide as complete a description of the suspect as possible.
2. ☐ Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. ☐ **Do not approach the suspect.**
4. ☐ If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. ☐ Call your immediate supervisor.
6. ☐ Complete the incident report form and forward it to your immediate supervisor.

N. SEXUAL HARASSMENT

1. ☐ If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. ☐ Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
 - ☐ What did the person say?
 - ☐ What did the person do that made you feel uncomfortable?

- ☐ When did this happen?
- ☐ How long has this been going on?
- 3. ☐ Inform the parents/guardians immediately of the alleged sexual harassment.
- 4. ☐ Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
- 5. ☐ If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).

O. SEXUAL ASSAULT

1. ☐ Isolate and secure the victim and the assault area.
2. ☐ Call 911.
3. ☐ Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. ☐ Remain calm and reassure patrons that all possible actions are being taken to care for the injured person and to protect others.

Note: For Sexual Assaults:

1. ☐ Notify supervisor.
2. ☐ Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. ☐ Provide the victim with privacy.
4. ☐ Secure the crime scene. Protect any potential evidence.
5. ☐ **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. ☐ Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. ☐ Assist law enforcement officials as requested.
8. ☐ Complete the incident report form and forward it to your immediate supervisor.

P. TACTICAL SITUATION

1. ☐ If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. ☐ If outside and time permits take all participants to an indoor central location.
3. ☐ Call your supervisor immediately – they will determine who to contact.
4. ☐ Call parents/guardian to inform them of the situation.
5. ☐ Do not release anyone until the police say it is safe to do so.

6. ☐ Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. ☐ Complete the incident report form and forward it to your immediate supervisor.

Q. BOMB THREATS

ALL BOMB THREATS MUST BE TAKEN SERIOUSLY

1. ☐ Remain calm. Keep your voice steady. Do not alarm the caller.
2. ☐ DO NOT try to transfer the call. Don't risk losing the call.
3. ☐ Record call if possible.
4. ☐ Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
 - ☐ **WHEN** will the device explode?
 - ☐ **WHERE** is the device?
 - ☐ **WHAT** kind of device is it?
 - ☐ **WHAT** does it look like?
 - ☐ **WHY** did you place the device?
 - ☐ **WHO** are you?
5. ☐ Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
 - ☐ Time of call
 - ☐ Exact words of caller
 - ☐ Male or female sounding voice
 - ☐ Is there a detectable accent
 - ☐ Voice tone, pitch, meter
 - ☐ Speech skills, inflections
 - ☐ Is the voice familiar
 - ☐ Background noise
 - ☐ Time the call is terminated
6. ☐ CALL 911 immediately. Answer all questions asked of you. Follow any instructions given by the 911 operator.
 - ☐ **DO NOT TOUCH SUSPICIOUS OBJECTS.**
 - ☐ **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
 - ☐ **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. ☐ Contact your immediate supervisor
8. ☐ Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

For Those Individuals Aware Of The Bomb Threat:

DO NOT PANIC. Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-02

COMPENSATION

- I. ☐ The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) and “Additional Services” not to exceed Two Hundred Fifty Thousand (\$250,000.00) payable through reimbursement as outlined in Exhibit A-0. If the amount of the funding is modified, the Parties agree to amend the costs accordingly through written amendment.

- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Forty-Five Dollars (\$45.00) per hour without written authorization from the District Superintendent or his designee.

- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. ☐ Monthly expenditure report by school.
 - B. ☐ Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
 - C. ☐ Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - D. ☐ Line items for all supplies properly charged to the Services.
 - E. ☐ Line items for all travel properly charged to the Services.
 - F. ☐ Line items for all equipment properly charged to the Services.
 - G. ☐ Line items for all materials properly charged to the Services.
 - H. ☐ Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-02

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.
2. Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
3. Insurance coverage should include:
 - a. owned, non-owned and hired vehicles;
 - b. blanket contractual;
 - c. broad form property damage;
 - d. products/completed operations; and
 - e. personal injury.
4. Workers' Compensation insurance as required by the laws of the State of California.
5. Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
6. Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

1. District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

2. Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

3. Consultant's 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.

4. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

☐ Not Project Related

☒ Project #21-02

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-02

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

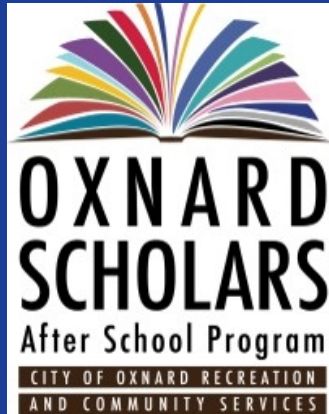
The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute **[X]** do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY OF OXNARD**, who will provide Services under the Agreement, [] is **[X]** is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

After School Education & Safety



Community Services Committee - April 27, 2021

City Council - May 18, 2021

By: Terrel Harrison, Cultural & Community Services Director

Overview

- Serving over 2,200 Oxnard students
- Employing 122 individuals between the ages 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by School Districts
- Hours of Operation 1:30 p.m. - 6:00 p.m.
- Over 1,000 Volunteer Hours
- Through special events and programs the afterschool program comes in contact with 1,500-2,000 parents and other family members.

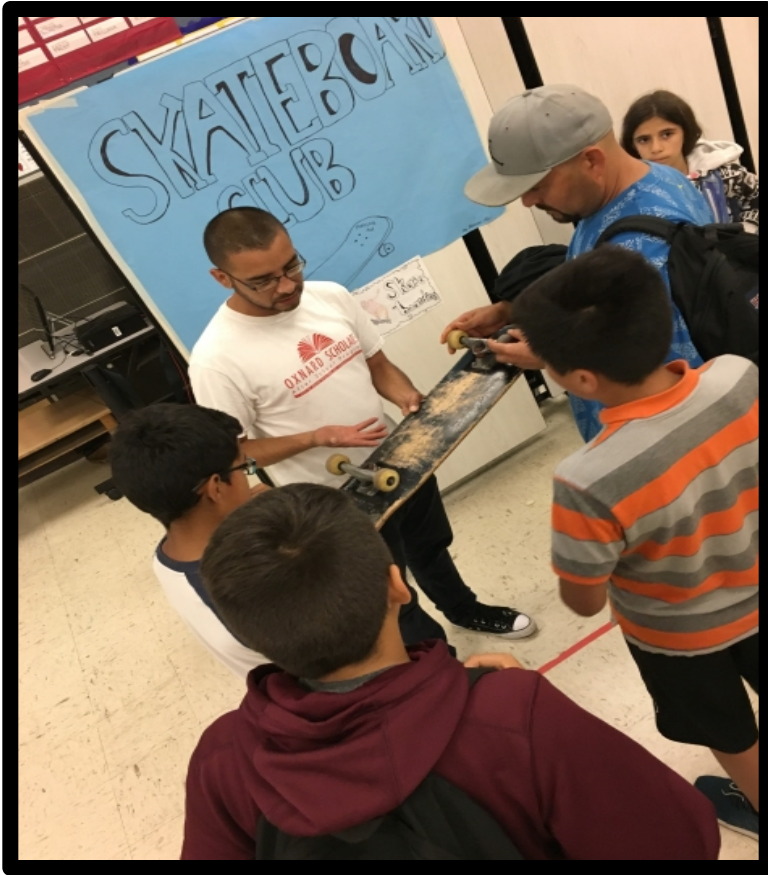


Educational and Literacy Element

- Homework Assistance
- English Language Development
- Math Fluency
- Reading Fluency/High Frequency Words



Enrichment Opportunities



- Visual and Performing Arts
- Music
- Physical Activity/Recreation
- Health/Nutrition
- Technology
- Science

Enrichment Opportunities: Highlights



- Alan Sanchez, a child from McKinna Elementary won first place in the Annual Strawberry Festival Art Contest. His artwork will be used for the poster and other promotional materials such as t-shirts.
- The Annual Impressions Art Gala was held April 4, 2019 with 739 student and their families in attendance.



Community Outreach and Service Learning



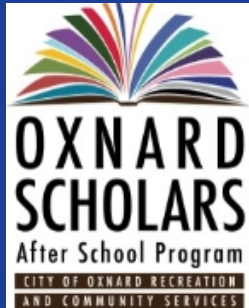
- Cultivating Scholars (Parent Nights)
- Youth Directors Council
- Meet-Up Clean-Up
- Rockin' 2 Sports
- Fun Fest
- Recreation Youth Sports Leagues

Funding

In 2002 California voters passed Proposition 49 which funds the After School Education and Safety (ASES) Grant



- State of California grants funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youths during nonschool hours.
- School districts, as grantees are responsible for creating, reviewing, and updating the program plan every three years as well as tracking its outcomes.
- Through this partnership the City receives a contract valued at \$2,750,000, with an \$130,000 of in-kind services. These amounts will be budgeted in the FY 2021-2022 budget



QUESTIONS?



CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. M.1

DATE: May 18, 2021
TO: City Council
FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868, vyto.adomaitis@oxnard.org
SUBJECT: Recovery of Nuisance Abatement Costs. (0/10/5)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs;
2. Approve the cost report; and
3. Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/nnN6-HjVWpo>

BACKGROUND

Oxnard City Code (OCC) Sections 7-17, 7-18 and 7-158, inclusive, set forth the procedures for recovering nuisance abatement costs incurred by the City in abating public nuisances. OCC Sections 7-13 and 7-157 provide that nuisance abatement costs, including any notice and appeal costs, shall be paid by the person creating, causing, committing or maintaining the nuisance.

Furthermore, OCC Section 7-14 and 7-158 provide that nuisance abatement costs shall be a lien against the property on which the nuisance is maintained, as well as a personal obligation of the property owner.

In accordance with OCC Sections 7-4 through 7-8 and 7-154 through 7-155, a Notice to Abate was mailed to each property owner. The notice also informed the property owner of their right to appeal and that a written request for an appeal before a hearing officer must be received by the City Clerk within 10 days of receiving this notice. No requests for appeal were received.

Pursuant to OCC sections 7-16 and 7-158, the 2021 Nuisance Abatement Report (Attachment A) was posted at City Hall, 300 West Third Street, on April 9, 2021. Pursuant to OCC Sections 7-17 and 7-158, the City Council is to consider objections by any property owner whose property is to be assessed with nuisance abatement costs as set forth in the cost report. Appropriate adjustments to the cost report may be made at the City Council's direction.

Upon approval of the 2021 Nuisance Abatement Report, the City Manager shall file a certified copy of the report with the Ventura County Auditor-Controller in order to enter the nuisance abatement costs as special assessments on the fiscal year 2021-2022 property tax roll for the property address located at 6200 Perkins Road (APN 231-0-032-165).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Approval of the 2021 Nuisance Abatement Report and the placements of the special assessments on the Ventura County 2021-2022 property tax roll will enable the City to recover \$7,025.11 in nuisance abatement costs incurred in 2019.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Roger Brooks, Code Compliance Manager

ATTACHMENTS

1. Attachment A: 2021 Nuisance Abatement Report
2. Presentation - Recovery of Nuisance Abatement Costs

NUISANCE ABATEMENT REPORT

The City has abated nuisances on the following properties in accordance with Oxnard City Code Chapter 7.

<u>PROPERTY OWNER</u>	<u>LIEN PARCEL NO.</u>	<u>CLEAN UP DATE</u>	<u>TOTAL DUE</u>
CLARENCE W. HAACK LIVING TRUST 245 FOUNDRY LANE CAMDEN, TN 38320	231-0-032-165 6200 PERKINS RD NOTICE DATE: 12/20/2018	03/13/2019	ABATEMENT COSTS: \$6,946.36 NOTICE COSTS: \$78.75 APPEAL COSTS: TOTAL COSTS: \$7,025.11
REPORT TOTALS			ABATEMENT COSTS: \$6,946.36 NOTICE COSTS: \$78.75 APPEAL COSTS: TOTAL COSTS: \$7,025.11

Recovery of Nuisance Abatement Costs Public Hearing

Roger Brooks, Code Compliance Manager
Vyto Adomaitis, Community Development Director
Community Development Department

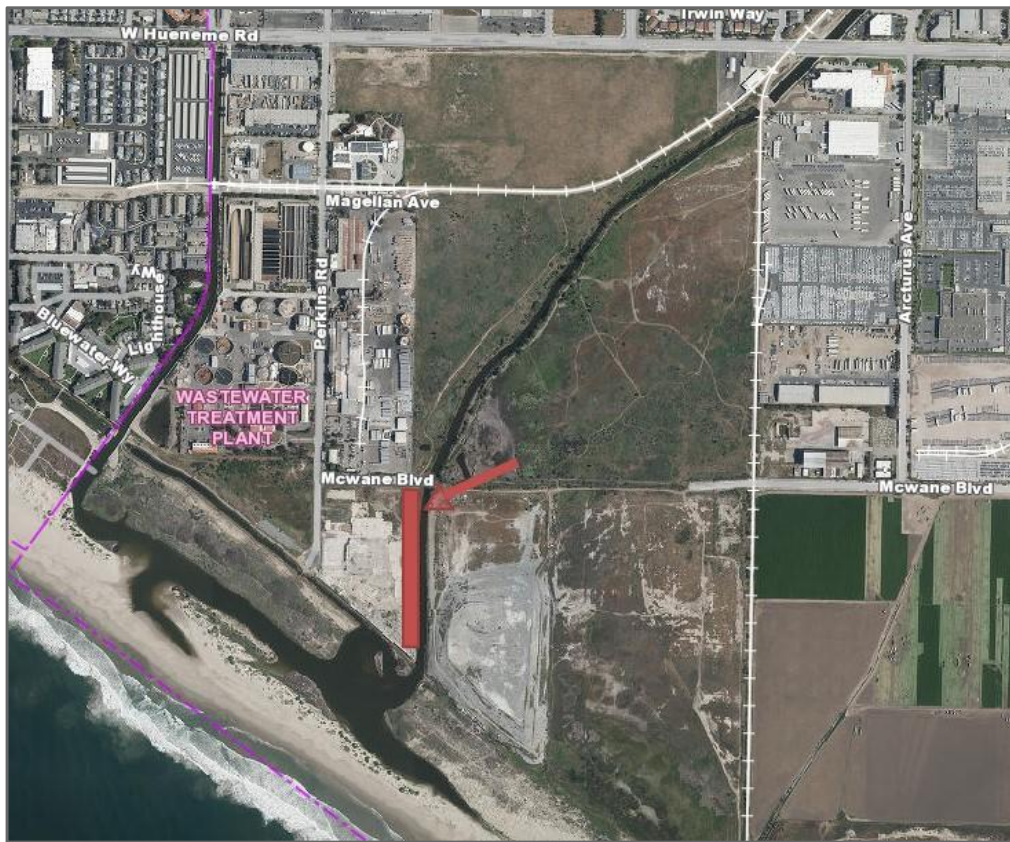
May 18, 2021
City Council Meeting



Background

2

- January and February 2018 - abatement was conducted on the Halaco property at 6200 Perkins Rd to remove a large homeless encampment on the 12 acre site.
- June 2019 - a special assessment was placed on the property tax rolls for the unpaid abatement costs of \$324,484.54.
- Several encampments returned to the canal area requiring an additional abatement. The Special Assessment request tonight is to recover those costs incurred on the additional abatement.
- Notice to Abate mailed to the property owner and posted upon the nuisance property at 6200 Perkins Road on December 20, 2019.
- No requests for appeal were received.
- Abatement was conducted in March of 2019 at a cost of \$7,025.11.



Before - from above



Before



After



Before



After



That the City Council:

1. Conduct a public hearing to consider objections to the cost report of the property owners whose property is to be assessed for nuisance abatement costs;
2. Approve the cost report; and
3. Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.



DISCUSSION



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. N.1

DATE: May 18, 2021

TO: City Council

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: County of Ventura: Channel Islands Harbor Cooperation Agreement; First Amendment to Lease Agreement (Channel Islands Harbor Fire Station); Resolution regarding Property Tax Sharing. (0/15/15)

RECOMMENDATION

That the City Council:

1. Approve a Cooperation Agreement (A-8338) with the County of Ventura (County) as it relates to the Channel Islands Harbor (Harbor), inclusive of Fire Station No. 6, and a city-wide tax sharing agreement.
2. Approve the First Amendment to Lease Agreement (Channel Islands Harbor Fire Station) {A-7294}.
3. Adopt a resolution for tax sharing related to annexations entitled:

“JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AND THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA
AGREEING TO THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES FOR TRANSFERS OF
SERVICE RESPONSIBILITIES AND BOUNDARY
CHANGES BETWEEN THE CITY AND THE COUNTY”.
(This item did not originate in Committee)

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

BACKGROUND

In 1963, the City of Oxnard (City) and the County entered into an Annexation Agreement (Agreement) related to the development of Harbor. The Agreement arose from the County’s need for infrastructure to develop the Harbor, including water and sewer services, streets and park areas. In exchange for the City providing specific services and infrastructure (including, but not limited to, maintenance of parks and paying the associated costs for utilities), the County agreed to annex the land portion of the Harbor into the City instead of the City of Port Hueneme, which also sought to have the Harbor annexed within its corporate boundaries. Because of the annexation, the City receives its share of sales tax, possessory interest taxes, and transient occupancy taxes.

In the 50 plus years that followed, there were seven amendments and two time extensions to the Agreement. The 1963 Agreement expired in 2015, at which time the City was no longer obligated to maintain County owned land and assets within the Harbor, however with Council authorization, the City continued maintenance and the payment of utility bills associated with specific County owned land until June 8, 2018.

There was also a separate 1976 lease agreement between the City and County for City Fire Station No. 6 (Channel Islands Harbor Fire Station), located at the intersection of Peninsula Road and Channel Islands Boulevard. The Fire Station Lease Agreement terminates in 2033.

Another relevant arrangement between the City and County relates to tax sharing. Section 99 of the Revenue and Taxation Code requires that prior to the effective date of any jurisdictional change, all agencies whose service area or service responsibilities would be altered by such change shall determine the amount of property tax revenues to be exchanged between and among those affected agencies. To comply with this regulation, in 1983, the County and City approved a resolution that provided for the sharing of property taxes for all future annexations pursuant to a specific formula. Annexations to the City have been allowed per this resolution. However, the County sent a letter to the City on November 6, 2018 indicating that the 1983 tax sharing resolution would terminate on December 31, 2018. Without a tax sharing resolution, properties and projects cannot be annexed into the City. The termination of the 1983 tax sharing resolution specifically prevented a 167 unit market rate affordable/deed restricted affordable residential project (Rio Urbana) to proceed through the Ventura Local Agency Formation Commission (LAFCO) annexation process.

DISCUSSION

The proposed Channel Islands Harbor Cooperation Agreement (the Cooperation Agreement) addresses items specific to County and City common concerns and public benefits. As part of this agreement, the City and County would agree to work together to address water quality as well as to facilitate redevelopment of specific parcels for projects that are consistent with the goals of the California Coastal Act and provide for greater public access and utilization of this coastal resource.

The Cooperation Agreement also provides that the City will continue to process specific street vacations, as well as process and issue building permits within the Harbor, except for the proposed Hyatt House project on Peninsula Road. Although the County will issue the building permits for that project, the County will collect the applicable City developer impact fees and forward those fees to the City.

Maintenance was a major element of the 1963 Agreement. In the spirit of cooperation, under the proposed terms of the Cooperative Agreement, the City would contribute 50% of the maintenance costs of the County-owned public areas of the Harbor, not to exceed \$200,000 annually, for a three-year period starting on July 1, 2021. The Cooperation Agreement provides that the City contribute 50% of the maintenance costs for an additional two (2) years if the Hyatt Hotel Project (Hotel Project) on Peninsula Road has not been issued a certificate of occupancy by June 30, 2024. In that case, the City would then pay the lesser of (i) 50% of the maintenance costs of the County-owned public areas of the Harbor, not to exceed \$200,000 per year, or (ii) the pro rata share of \$200,000 a year calculated through the actual date that the certificate of occupancy is issued for the Hotel Project. However, under no circumstances would the City's contribution towards maintenance costs of the County-owned public areas of the Harbor extend later than June 30, 2026.

In addition, under the terms of the proposed Cooperation Agreement, the City would construct specific one-time public projects within the Harbor that would benefit the residents of the City and the County, and other visitors to the Harbor. The City would fund the replacement or repair, over the next five years, of the following projects:

1. The public parking lot and replacement of the bathroom at Kiddie Beach, with a not-to-exceed amount of \$475,000;
2. Half of the cost to repave the parking lots adjacent to Harbor Boulevard, with a not-to-exceed amount of \$1,000,000;
3. Lamps in existing light poles along Harbor Boulevard, with a not-to-exceed amount of \$120,000;
4. Half of the cost to replace the public restroom at Peninsula Park (which will not include a shower or meeting space), with a not-to-exceed amount of \$162,500; and
5. Repaving of Peninsula Road after the Hotel Project is completed. It is estimated that the repaving would cost \$506,000.

As mentioned in the Background Section of this report, there is a separate 1976 lease agreement (Channel Islands Harbor

Fire Station) for City Fire Station No. 6. Section 9 of the Cooperation Agreement provides for an amendment to extend the fire station lease to August 31, 2050. This extension provides for fire protection services to the Harbor area and to nearby City and County residents. Section 9 also provides the City with the option of expanding the fire station lease area approximately 85 feet to the west for fifty (50) years from the date of occupancy of the expanded Fire Station No. 6. The "First Amendment to Lease Agreement" Exhibits will be incorporated into the document prior to the May 18, 2021 Council meeting.

Lastly, the Cooperation Agreement provides for a new tax sharing resolution. The attached tax sharing resolution is consistent with the 1983 resolution except for the term. The proposed term of the new resolution is 25 years, of which at fifteen (15) years from the date of this resolution, either party may terminate this agreement as of the 31st day of December of any year during the remaining term of this resolution upon notice in writing to the other party not less than thirty (30) days prior to the date of such termination.

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

The Cooperation Agreement provides for the City to pay the County \$200,000 annually from the General Fund towards maintenance for three years; and possibly two additional years if certain terms are triggered. The budget for the maintenance will be proposed in the FY 21-22 budget. In addition, over 5 years, the capital costs outlined in the Cooperation Agreement total a not-to-exceed amount of \$2,263,500, also from the General Fund. Appropriation request will be brought back to City Council as the capital projects are ready to move forward.

From a revenue perspective, once completed, the Hotel Project is projected to bring in \$900,000 - \$1,000,000 annually in new transient occupancy tax. In addition, the Cooperation Agreement provides for cost recovery for City planning and building services.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Ashley Golden, Assistant City Manager, Kenneth Rozell, Chief Assistant City Attorney

ATTACHMENTS

1. A-8338 County-City Cooperation Agreement 4-29-21
2. A-7294 First Amendment to Lease Agreement (Channel Islands Harbor Fire Station)
3. 1976 Fire Station Agreement (A-7294)
4. Tax Sharing Resolution
5. CIH Agreement Powerpoint 5.18.21.ppt

CHANNEL ISLANDS HARBOR COOPERATION AGREEMENT

DATED AND EFFECTIVE _____, 2021

COUNTY OF VENTURA AND CITY OF OXNARD

This Channel Islands Harbor Cooperation Agreement ("Cooperation Agreement"), effective as of the last date signed below ("Effective Date"), is made and entered into by and between the County of Ventura ("County") and the City of Oxnard ("City"). County and City maybe referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the County and the City desire to enter into this Cooperation Agreement to address certain issues of specific common concern, some of which were addressed in the expired 1963 Annexation Agreement, as amended, between the County and the City;

WHEREAS, the County and City desire to establish an engagement process for development projects in the Channel Islands Harbor ("Harbor") that are proposed to be constructed by the County's lessees;

WHEREAS, the County and the City wish to agree to specific one-time funding for specific public projects within the Harbor that the Parties agree will benefit the residents of the City of Oxnard, as well as residents of Ventura County and other visitors to the Harbor;

WHEREAS, the County and City desire to facilitate reconfiguration of Peninsula Road to allow for the development of the Hyatt Hotel project on Peninsula Road ("Hotel Project");

WHEREAS, the County and City desire to reaffirm their relationship regarding the water quality issue in the Oxnard Waterways portion of the Harbor;

WHEREAS, the County and City desire to enter into a master tax sharing agreement regarding annexation of County land into City; and

WHEREAS, the County and the City wish to amend the existing lease agreement ("Lease Agreement") for Fire Station #6 ("Fire Station") so that this facility will remain available to provide fire protection services to the Harbor area and to nearby City and County residents;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the Parties hereto agree as follows:

AGREEMENT

1. The County and the City agree to work together in good faith through the Harbor Vision process to identify short-term and long-term goals for the

Harbor, including infrastructure to facilitate the greater public access and utilization of this coastal resource, and approaches and processes for the redevelopment of specific parcels within the Harbor that are consistent with the goals of the California Coastal Act. If the City determines that the projects that are subsequently proposed by the County are in the best interests of the Harbor, the City of Oxnard and Ventura County as a whole, then the City will support the projects (including any necessary Public Works Plan amendments and/or Local Coastal Plan amendments) before the California Coastal Commission.

2.

- a. Solely as a condition of this Cooperation Agreement in order to benefit the residents of the City of Oxnard and not based upon any other existing obligation of the City, the City shall contribute 50 percent of the maintenance costs of the County-owned public areas of the Harbor, not to exceed \$200,000 annually, for a three-year period starting on July 1, 2021. The County shall continue to be responsible for the maintenance of these County-owned public areas of the Harbor, including parks, parking lots, trees, and restrooms. If the Hotel Project has not been issued a certificate of occupancy by June 30, 2024, then the City shall then pay the lesser of (i) 50 percent of the maintenance costs of the County-owned public areas of the harbor, not to exceed \$200,000 per year, for an additional two (2) years; or (ii) the pro rata share of the amount specified in Section 2(a)(i) calculated through the actual date that the certificate of occupancy is issued for the Hotel Project. Notwithstanding any language in this Section 2 to the contrary, under no circumstances shall the City's contribution towards maintenance costs of the County-owned public areas of the Harbor extend later than June 30, 2026.
- b. The County will invoice the City on December 1st and May 31st each year of the described time period for 50 percent of the maintenance costs of the County-owned public areas of the Harbor in a not-to-exceed amount of \$100,000 each, with City payment to the County due within sixty (60) days of receipt of the invoice. At the end of the period specified in Section 2(a), it is anticipated, but not required, that the County will have either established a developer-funded mechanism to cover the maintenance costs (i.e. a CFD or LMD) or determined another revenue source to cover the on-going maintenance costs of the County-owned property within the Harbor. Notwithstanding any language in this Section 2(b) to the contrary, at the end of the time period specified in Section 2(a), the City shall cease contributing funding of any kind for the maintenance of the County-owned public areas within the Harbor.

3. Solely as a condition of this Cooperation Agreement in order to benefit the residents of the City of Oxnard and not based upon any other existing obligation of the City, the City agrees to fund the replacement or repair of the following improvements within five (5) years as follows:
 - a. The public parking lot at Kiddie Beach, with a not-to-exceed amount of \$150,000;
 - b. One-half of the cost to replace the parking lots adjacent to lease areas D-2, E, H-1, and H-2, along Harbor Blvd with a not-to-exceed amount of \$1,000,000. The County agrees to fund 50 percent of the cost of this project and all amounts exceeding \$2,000,000 in total project costs;
 - c. Lamps in existing light poles along Harbor Boulevard, with a not-to-exceed amount of \$120,000;
 - d. One-half of the cost to replace the public restroom at Peninsula Park (which will not include a shower or meeting space) with the standard Exeloo Jupiter Twin, with the a not-to-exceed amount of \$162,500. The County agrees to fund 50 percent of the cost of this project and all amounts exceeding \$325,000 in total project costs.; and
 - e. Replacement of a public restroom with the standard Exeloo Jupiter Twin at Kiddie Beach, with a not-to-exceed amount of \$325,000.

The Parties agree that the described repaired or replaced infrastructure will be the ongoing financial responsibility of the County. Except as specifically stated in Section 2, the City will not have financial obligations or obligation of any kind relating to improvements on County-owned property within the Harbor, which shall remain the ongoing obligation of the County.

4. Provided the Hotel Project is completed by June 30, 2024, at the conclusion of the construction for the Hotel Project, the City will repave, to the City's standards, Peninsula Road from W. Channel Islands south to the area that will be improved by the Hyatt House. The estimated cost of this repaving is \$506,000.
5. Within 120 days of the Effective Date of this Cooperation Agreement, City will process the vacation of the City's interest in the portion of Peninsula Road that will be reconfigured at the expense of the County or its designee for the Hotel Project. This vacation will be processed without application by the County and without prejudice to the County's position that no vacation is

required. The vacation will become effective at such time that the City and the County exchange quitclaim deeds that:

- a. From the City, deed to the County the City's interests in the portion of Peninsula Road to be reconfigured for the Hotel Project; and
 - b. From the County, deed to the City an easement in the portion of Peninsula Road to be reconfigured for the Hotel Project that is necessary for public safety access across the cul de sac at the end of Peninsula Road.
- 6.
- a. It is the City's position that, because the landside of the Channel Islands Harbor is located within the corporate boundaries of the City and based upon past pattern and practice, all development that is not a County project used solely for a public purpose must first obtain all building permits from the City. It is the County's position that the County is the proper agency to issue all building permits within the landside portion of the Channel Island Harbor.
 - b. Reserving the City and County's respective rights and legal positions regarding this matter, except as specifically outlined below regarding the Hotel Project, the City will continue to process and timely issue building permits for projects in the Harbor.
 - c. For the Hotel Project only, the County will issue the building permits for the Hotel project; provided, however, that at or before the County issues any building permits for the Hotel Project, the County shall assess the City developer impact fees determined by the City, the County shall collect all of the City's developer impact fees as determined by the City, and the County shall timely transmits such fees to the City. The County shall not issue any building permits for the Hotel Project until all of the requirements specified in this Section 6(c) have occurred.
7. The County will continue to assist the City in evaluating solutions to the Harbor's water quality issue, including assistance in funding solution(s) and exploring the One Harbor CFD concept for the purpose of improving and maintaining water quality in the entire Harbor.
8. Within ninety (90) days from the effective date of this Cooperation Agreement, County and City will enter into a 25-year Master Tax Sharing Agreement on terms consistent with the 1983 tax sharing agreement, except that the new agreement shall include language indicating that the agreement

may not be unilaterally terminated by either Party during the first 15 years of this 25-year term.

9. Within 180 days from the Effective Date of this Cooperation Agreement, the County and City shall amend the Fire Station Lease Agreement to (a) extend the term from August 31, 2033 to August 31, 2050, (b) increase the leased area up to 85 feet westerly (at the City's option) to accommodate an expansion of the Fire Station, and (c) if the Fire Station is expanded westerly, the term of the Lease Agreement shall be automatically extended for 50 years from the date of the occupancy of the expanded Fire Station, instead of the extension of the term to August 31, 2050 under this Section 9.
10. For a period of five years from the Effective Date of this Cooperation Agreement, the City will process the vacation of, and at such time that the vacation(s) are finalized, will thereafter deed to the County the City's interests in, the following streets, if requested in writing by the County, in order to provide for more efficient land use planning and additional leasable land area for the County:
 - a. Cabezone Way
 - b. Barracuda Way
 - c. Bluefin Circle
 - d. Albacore Way
 - e. Curlew Way
 - f. Murre Way
 - g. Pelican Way
11. This Cooperation Agreement shall remain in effect for 25 years from the Effective Date.

CITY OF OXNARD

COUNTY OF VENTURA

John C. Zaragoza
Mayor

Linda Parks
Chair of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Tiffany North, County Counsel

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Alexander Nguyen
City Manager

Michael Powers
Chief Executive Officer



FIRST AMENDMENT TO LEASE AGREEMENT**(Channel Islands Harbor Fire Station)**

This First Amendment to Lease Agreement (Channel Islands Harbor Fire Station) (hereafter, this "First Amendment"), effective as of the date last signed below, is made and entered into by and between the County of Ventura ("County") and the City of Oxnard ("City" or "Tenant"). County and City maybe referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the County and the City entered into that certain Lease Agreement (Channel Islands Harbor Fire Station) (hereafter the "Agreement"), effective August 31, 1976;

WHEREAS, subsequent to the Parties entering into the Agreement, the City constructed a City fire station on the site that is now known as Fire Station 6 ("Fire Station") on the Premises;

WHEREAS, the County and the City wish to amend the existing Agreement to extend the term of the Agreement and provide the City with the option to increase the real property leased from the County in order to accommodate an expansion and/or replacement of the Fire Station; and

WHEREAS, the County and the City wish to amend the existing Agreement so that the Fire Station will continue to remain available to provide fire protection services to the Harbor area and to the nearby City and County residents;

NOW, THEREFORE, in consideration of the foregoing Recitals which are hereby incorporated into the operative provisions of this First Amendment by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and City agree as follows:

1. **Amendment to Section 1. of the Agreement: Property Leased.** Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"1. **PROPERTY LEASED.** The County hereby leases to Tenant and Tenant hereby rents from the County the real property located in the County of Ventura, State of California, described as follows:

- A. The site containing .39 acres of land at the Channel Islands Harbor located near the intersection of Channel Islands Boulevard and Peninsula Road, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. The site is benefited by a 10-foot floating easement providing a right-of-way

from the westerly property line to the water frontage for Fire Boat facility access as depicted in Exhibit B, attached hereto and incorporated herein by this reference.

B. If Tenant elects to expand or replace the existing Fire Station, Tenant shall have the option to increase the property leased from the County ("Option to Expand") an additional 85 feet westerly of the site described in Section 1.A., for the entire width of the current leasehold, which will slant at the southwest corner in order to maintain a 10-foot access for the County between the new leased area and the Harbor rock revetment, and as more particularly described in Exhibit C, attached hereto and incorporated herein by this reference. If Tenant elects to exercise the Option to Expand, Tenant shall do so by providing written notice to the County in accordance with Section 27 of the Agreement. Should Tenant initiate a project to expand the Fire Station, Tenant, at its sole cost and expense, shall: conduct necessary environmental review; obtain required permits and approvals and comply with other applicable laws and regulations.

The property leased as described in Section 1.A. shall be individually referred to as the "Premises" and in the event Tenant exercises its Option to Expand, the property leased as described in Sections 1.A. and 1.B. shall be collectively referred to as the "Premises."

2. **Amendment to Section 2. of the Agreement: Term.** Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"2. **TERM.**

A. The term of this Agreement shall commence on September 1, 1976 and shall expire on August 31, 2050.

B. Notwithstanding anything in this Agreement to the contrary, if Tenant exercises its Option to Expand as approved by its City Council during the term of this Agreement, the term of this Agreement shall be extended fifty (50) years from the date a certificate of occupancy is issued for the expanded or replaced Fire Station, instead of the extension of the term to August 31, 2050 under Section 2.A."

3. **Section Headings.** The section headings contained in this First Amendment are for convenience and identification only and shall not limit or define the contents of the sections to which they relate.

4. No Presumption Regarding Drafter. The terms and provisions of this First Amendment have been negotiated and discussed between and among the Parties and their attorneys, and this First Amendment reflects their mutual agreement. Because of the nature of the negotiations and discussions, it is inappropriate to deem any Party to be the drafter of this First Amendment, and therefore no presumption for or against validity or as to any interpretation hereof, based on the identity of the drafter, shall be applicable in interpreting or enforcing the First Amendment.

5. Severability. If any part of this First Amendment is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the First Amendment or the Agreement which it amends. The other parts of this First Amendment and the Agreement which it amends shall remain in effect as if this First Amendment had been executed without the invalid part. The parties intend and desire that the remaining parts of this First Amendment and the Agreement which it amends continue to be effective without any part or parts that have been declared invalid. If, for any reason, the First Amendment does not take effect, then the provisions of the Agreement shall remain in full force and binding upon the Parties.

6. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

7. Effective Date. After this First Amendment has been signed by authorized representatives of each of the Parties hereto, this First Amendment shall become effective immediately.

8. Definitions. All terms not specifically defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

9. Impact of First Amendment on Agreement. Unless otherwise specifically amended by this First Amendment, all provisions of the Agreement shall remain in full force.

To effectuate this First Amendment, the Parties have caused their duly authorized representatives to execute this First Amendment on the dates set forth below.

CITY OF OXNARD

COUNTY OF VENTURA

John C. Zaragoza Date
Mayor

Linda Parks Date
Chair of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Tiffany North, County Counsel

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Alexander Nguyen
City Manager

Michael Powers
Chief Executive Officer

Attachment A

Legal Description

[TO BE ATTACHED]

Attachment B

[TO BE ATTACHED]

Attachment C

[TO BE ATTACHED]

LEASE AGREEMENT

(Channel Islands Harbor Fire Station)

THIS LEASE, hereinafter called "Agreement," is made and entered into, by and between:

COUNTY OF VENTURA

hereinafter called "County" and

CITY OF OXNARD

hereinafter called "Tenant."

The parties agree that:

1. PROPERTY LEASED. County hereby leases to Tenant and Tenant hereby rents from County the property, hereinafter called "Premises," located in the County of Ventura, State of California, described as follows:

The site contains .39 acres of undeveloped land at the Channel Islands Harbor near the intersection of Channel Islands Boulevard and Peninsula Road. It is benefited by a 10-foot floating easement providing a right-of-way from the Westerly property line to the water frontage for future Fire Boat facility access, as shown in Exhibit B.

Expires Aug 31, 2033

2. TERM. The term of this Agreement is fifty seven years, commencing on the first day of the calendar month following day of execution by County. *15th, 1976* Prior to termination of the lease, the parties hereto shall negotiate for an extension of the term of the lease. The negotiations shall take into consideration the County master plan for the use of the fire station site, the need for fire protection in the area, the value of the fire station improvements, their suitability for other uses and the potential highest and best use of the site.

94-R

3. CONSIDERATION. Tenant shall, as consideration for this conveyance of leasehold interest, construct a fire station on the Premises, within one (1) year after the commencement of this Agreement. All design, review of plans, and construction of improvements shall be as provided in "County Design Criteria for Construction by Lessees 1971."

4. USE. The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of County.

Construction, operation and maintenance of a fire station facility and attendant function.

5. FIRE INSURANCE. County will not keep property insured against fire, or any other insurable risk and Tenant waives the right to claim damages from the County for any damage resulting to said property in the event it is damaged or destroyed by fire or any other cause, excepting damage or destruction caused by the negligence of County.

6. UTILITIES. Tenant shall make provisions for and shall pay all charges for all utilities serving the Premises.

7. JANITORIAL SERVICES. Tenant shall provide all janitorial services and supplies, and shall provide proper containers for regular collection of all trash and rubbish material. Tenant shall maintain the Premises at all times in a neat, orderly and safe condition.

8. REPAIRS AND MAINTENANCE BY COUNTY. No repairs of any nature will be performed by the County unless the County deems them necessary and in the best interest of the County.

9. MAINTENANCE AND REPAIR BY TENANT. Tenant shall, at Tenant's sole cost and expense, maintain the Premises and all improvements, installations and facilities located thereon, including landscape improvements and painting of equipment and structures, in first class condition and repair, ordinary wear and tear excepted.

10. COMPLIANCE WITH LAW. Tenant shall not use or permit the use of the Premises for an illegal or immoral purpose and shall comply with all federal, state and local laws and ordinances concerning said property and use thereof.

11. DISCRIMINATION. Tenant agrees not to discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the Premises.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement, or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Tenant excepted) to occupy or use said Premises, or any portion thereof, without the prior written consent of County Executive, or an authorized representative, but consent to the assignment of all of the Premises shall be unreasonably withheld. A consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. This Agreement shall not, nor shall any interest therein, be assignable, as to the interest of Tenant, by operation of law, without the written consent of County Executive, or an authorized representative. Any assignment or subletting without such consent shall be void, and shall, at the option of County, terminate this Agreement.

13. DEFAULT OR BREACH. Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

14. WAIVER. A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

15. ACQUIESCENCE. No acquiescence, failure or neglect of any party hereto to insist on strict performance of any or all of the terms hereof in one instance shall be considered or constitute a waiver of the right to insist upon strict performance of the terms hereof in any subsequent instance.

16. PARTIES BOUND AND BENEFITED. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

17. TIME. Time is of the essence of this Agreement.

18. HOLD HARMLESS. Tenant hereby indemnifies, defends, and holds County, its officers and employees harmless from all claim costs, expenses and liabilities arising out of or in any way connected with the use or occupancy of the Premises by Tenant or its guests, servants, agents, employees, licensees, passengers and invitees.

19. CONDEMNATION. If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, Tenant shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. The tenant shall be entitled to participate in an award for damages for taking of property or damage to the remainder to the extent of damage to the extent that its improvements are included in the award for damages.

20. ENVIRONMENT PROTECTION. Tenant shall take all measures available to:

1. Avoid any pollution of the atmosphere or littering of the Harbor caused by or originating in, on, or about Tenant's facilities.
2. Keep the noise level on the Premises to a minimum so that persons in the general neighborhood will not be detrimentally affected.
3. Keep the lights on the Premises from emitting light that could negatively affect the operation of boats or ground vehicles in the area.

21. RELINQUISHMENT OF TENANT'S PROPERTY. Upon termination of this Agreement, the parties hereto shall negotiate for an extension of time of the lease and for the terms and conditions thereof.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and no obligation other than those set forth herein will be recognized.

23. AGREEMENT MODIFICATION. This Agreement may be terminated, extended, or amended in writing by the mutual written consent of the parties hereto.

24. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

25. GENDER AND NUMBER. For the purpose of this Agreement wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

26. PARAGRAPH HEADINGS. Paragraph headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

27. NOTICES AND PAYMENTS. All notices required under this Agreement including change of address shall be in writing and all notices and payments shall be made as follows:

- A. All payments and notices to T that shall be given or mailed to:

City of Oxnard
305 West Third Street
Oxnard, CA 93030

- B. All payments and notices to County shall be given or mailed to:

County of Ventura
Property Administration Agency
3900 Pelican Way
Oxnard, CA 93030

Dated: _____

AUG 24 1976

COUNTY OF VENTURA

By John M. Smith
Chairman,
Board of Supervisors

"COUNTY"

ATTEST:

ROBERT L. HAMM, County Clerk
County of Ventura, State of
California and ex officio Clerk
of the Board of Supervisors
thereof.



By Roberto Rodriguez
Deputy Clerk

Dated: Dec. 31, 1976

CITY OF OXNARD

By Tangir K. Das

AGREEMENT - FIRE SERVICES

THIS AGREEMENT, made and entered into this 31st day of August, 1976, by and between the Ventura County Fire Protection District, hereinafter called DISTRICT, and the City of Oxnard, hereinafter called CITY;

WHEREAS, DISTRICT and CITY are desirous of providing a mutual aid facility in the Channel Islands Harbor area; and

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY will provide an engine company station in the Channel Islands Harbor area, hereinafter called STATION, complete with apparatus and manpower levels similar to other fire facilities of CITY.

2. CITY will utilize STATION to provide initial fire suppression and rescue services to both CITY and certain DISTRICT jurisdictional areas, outlined in red on Attachment A, attached hereto and incorporated herein by reference.

3. CITY will make available STATION for emergency services to be utilized pursuant to both automatic aid agreement and mutual aid agreement in existence between DISTRICT and CITY.

4. DISTRICT will provide the following services to the DISTRICT jurisdictional areas, outlined in red on Attachment A:

(a) Respond a "second-in" or "follow-up"

engine company, as indicated in dispatch procedures, and additional assistance as requested.

(b) Provide station coverage as requested in the event that STATION is not available for immediate response within the DISTRICT jurisdictional areas.

(c) Provide fire protection services, including fire cause investigation.

(d) Provide a home fire safety program.

(e) Provide a weed abatement program.

(f) Participate in hydrant rental agreements with water purveyors.

5. DISTRICT will annually pay CITY two-thirds of the property tax revenue generated by multiplying the tax rate of the DISTRICT times the assessed value of the improvements (as opposed to the assessed value of the improvements and the land), contained within the DISTRICT jurisdictional areas, outlined in red on Attachment A. However, in no event will DISTRICT pay CITY in excess of \$60,000 for fiscal year 1976-77. DISTRICT will pay a prorated share of its obligated amount for the first fiscal year if this Agreement is not in effect for the entire fiscal year. The obligated amount for the second and successive fiscal years will vary depending upon changes in the assessed valuation of the improvements within the

DISTRICT jurisdictional areas and in the property tax rate of the DISTRICT. The annual obligated amounts will be due and payable on December 31 of each year.

6. This Agreement shall become effective as of August 31, 1976, and shall continue in full force and effect until June 30, 1981, and shall be renewable thereafter by amendment.

7. Notwithstanding any provisions of paragraph 6 hereinabove, either party may terminate this Agreement as of the first day of July, of any year, upon notice in writing to the other party not less than 60 days prior to the date of such termination.

VENTURA COUNTY FIRE
PROTECTION DISTRICT



Dated: AUG 24 1976

By [Signature]
Chairman, Board of Supervisors

CITY OF OXNARD

Dated: Aug. 31, 1976

By [Signature]
Chairman, City Council

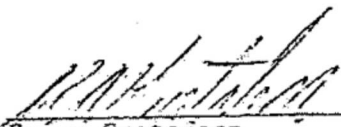
TO: Paul Wolven, Oxnard City Manager, and
Monty Lish, Ventura County Executive

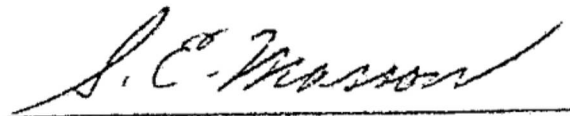
The fire chiefs of Oxnard City and Ventura County have been in verbal agreement relative to the necessity for, location of, operation of, and financial formula for the establishing of a joint agency fire station in the Channel Islands Harbor area. Considering budgetary arrangements, governing body approval and legal agreements that are necessary, we submit for consideration what we jointly feel is a fair and reasonable approach.

1. The fire station would provide initial fire suppression and rescue services to both city and county jurisdictional areas. The county areas in question are outlined in red on Attachment A.
2. The apparatus, station and manpower levels would be maintained in a manner similar to the other Oxnard City fire facilities.
3. The emergency services of the engine company would be utilized on both automatic aid agreement and mutual aid agreement in existence between the agencies.
4. The Ventura County Fire Protection District would annually pay the City of Oxnard two-thirds of the fire tax revenue received from the assessed real property values of improvements only for county areas outlined in red on Attachment A. On a first-year basis, FY 76-77, we recognize the fire tax revenue as approximately \$90,000 and would pay a sum not to exceed \$60,000 to the city. The exact amount would be prorated, dependent on how many months the station was in operation during the FY 1976/77.
5. The annual amount to be paid each year would vary, depending upon jurisdictional boundary changes and assessed valuation changes. Annual payments would be due on December 31 for each current fiscal year.

The Ventura County Fire Protection District would provide the following services to the county jurisdictional areas, outlined on Attachment A:

1. Respond a "second-in" or "follow-up" engine company, as indicated in dispatch procedures, and additional assistance as requested.
2. Provide station coverage as requested in the event that the Channel Islands Harbor engine company is not available for immediate response within the designated area.
3. Provide fire prevention services, including fire cause investigation.
4. Continue the home fire safety program in a manner similar to other county areas.
5. Continue the weed abatement program in a manner similar to other county areas.
6. Continue to participate in hydrant rental agreements with water purveyors.


Henry Gustafson
OXNARD FIRE CHIEF


S. E. Masson
VENTURA COUNTY FIRE CHIEF

4-22-76
Date

4-22-76
Date

389146

1. General and special taxes for the fiscal year 1988 - 1989, a lien not yet payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

LEGAL DESCRIPTION

BM

389146

Fire Station # 6 / 2601 Peninsula Rd.

A portion of Lots 30 and 31 of Patterson Ranch Subdivision, in the City of Oxnard, County of Ventura, State of California, as shown on the map recorded in the Office of the County Recorder of Ventura County, in Book 8, Page 1 of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the intersection of the Easterly prolongation of the Southerly line of Channel Islands Boulevard, being parallel with and 100 feet Southerly, measured at right angles from the centerline of Channel Islands Boulevard, (40 feet wide) as shown on the said Rancho Map, and the Northerly prolongation of the Westerly line of Peninsula Road (84 feet wide); thence, along said Westerly line, South $01^{\circ} 16' 57''$ West 25.03 feet to the true point of beginning; thence continuing along said Westerly line,

1st: - South $01^{\circ} 16' 57''$ West 50.00 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 15.00 feet; thence along said curve,

2nd: - Southwesterly through a central angle of $89^{\circ} 55' 19''$, an arc distance of 23.54 feet; thence,

3rd: - North $88^{\circ} 47' 44''$ West, 140.89 feet to a tangent curve, concave Northeasterly having a radius of 90 feet and a central angle of $20^{\circ} 00' 00''$; thence, along said curve,

4th: - Northwesterly, 31.42 feet; thence,

5th: - North $68^{\circ} 47' 44''$ West 14.17 feet; thence,

6th: - North $01^{\circ} 16' 57''$ East 79.74 feet to the intersection with the Southerly line of said Channel Islands Boulevard; thence, along said Southerly line,

7th: - South $88^{\circ} 47' 44''$ East 174.95 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 25.00 feet; thence along said curve,

8th: - Southeasterly through a central angle of $90^{\circ} 04' 41''$, 39.30 feet to the true point of beginning.

EXCEPT a one-half undivided interest in all the oil, hydrocarbon petroleum and other mineral substances lying below 500 feet from the surface of said land, lying Easterly and Northeasterly of the following described line:

Beginning at a point on the Northerly line of said Lot 29, being also the center line of said Oxnard Road, distant along said Northerly line North $88^{\circ} 47' 44''$ West 227.66 feet from the Northeasterly corner of said Lot 29; thence,

1st: - South $28^{\circ} 32' 59''$ East 5543.56 feet to the intersection with the Easterly line of said Lot 7.

EXCEPTIONS:

CONTRACT FOR EXTENSION OF GAS LINE

Form 4 No. 836564

☒ Service ☐ Main ☐ Service and Main

M.E.O. No.

TO SUPPLY: No. Units 1 Lot(s)

Tract No.

RESIDENTIAL: ☐ Individual ☐ Multi-Family ☐ Subdivision ☐ Tract
NON-RESIDENTIAL: ☒ Commercial ☐ Gas Engine ☐ Firm Industrial ☐ Interruptible

Address 2601 Peninsula Rd. City Oxnard

Applicant's Name

AGREEMENT FOR FREE EXTENSION ALLOWANCE FOOTAGE

Gas Appliances/Equipment to be installed	Input Rating MBTU	Service	Main
No.			
Range(s)			
<u>1</u> Water Htr.(s)	<u>62</u>	<u>20</u>	
<u>2</u> Space Heating Unit(s)	<u>200</u>	<u>15</u>	
Cooling Unit(s)			
Clothes Dryer(s)			
<u>1</u> Standby generator	<u>50</u>	<u>-0-</u>	
<u>1</u> BBQ	<u>50</u>	<u>-0-</u>	
Maximum Free Allowance		<u>35</u> Ft.	Ft.

When the footage of service pipe required to reach the meter location exceeds the free service footage allowance provided in Rule No. 21, the applicant will be required to advance the cost of such excess footage at \$ 3.15 per foot. If curb meter vault(s) are installed as part of the installation, the dollar value of free service footage allowance may be applied against the cost of the meter vault installation.

☐ Attached equipment list becomes a part of this contract.

Applicant hereby requests Southern California Gas Company to install gas main substantially as follows:

THIS SECTION NOT APPLICABLE

ADVANCE FOR MAIN EXTENSIONS BEYOND FREE FOOTAGE ALLOWANCE IN ACCORDANCE WITH RULE 20

Main Extension Required THIS SECTION NOT APPLICABLE Ft. APPLICABLE
Less Allowance(s) for Applicant(s) THIS SECTION NOT APPLICABLE Ft. APPLICABLE
Total Advance Required THIS SECTION NOT APPLICABLE Ft. @ \$ APPLICABLE per ft. = \$ APPLICABLE
Amount Advanced By Applicant THIS SECTION NOT APPLICABLE \$ APPLICABLE

ADVANCES FOR MAIN EXTENSIONS TO SERVE SUBDIVISIONS, TRACTS AND MULTI-FAMILY DWELLINGS IN ACCORDANCE WITH RULE 20.

Advance Required THIS SECTION NOT APPLICABLE \$ APPLICABLE
Amount Postponed THIS SECTION NOT APPLICABLE \$ APPLICABLE
Advance Payable With This Contract THIS SECTION NOT APPLICABLE \$ APPLICABLE

Installation will be made by Southern California Gas Company according to Rule 20 for main extension and Rule 21 for service extension, as filed by the Company with the California Public Utilities Commission. Terms of this contract are subject to conditions shown on the reverse side. A copy of the rule(s) will be provided upon request.

SOUTHERN CALIFORNIA GAS COMPANY

Applicant CITY OF OXNARD

By

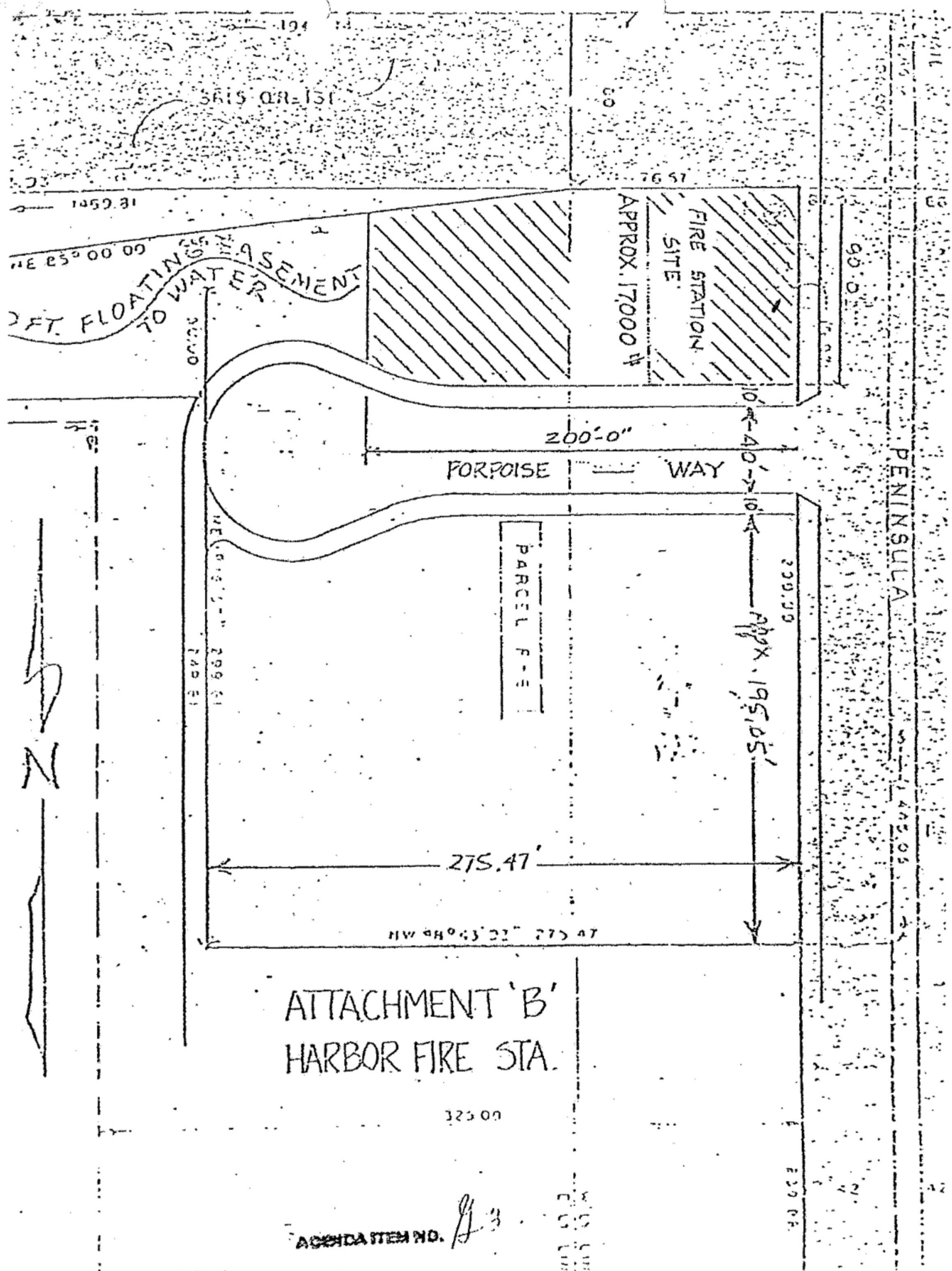
By Paul E. Wolven
Paul E. Wolven

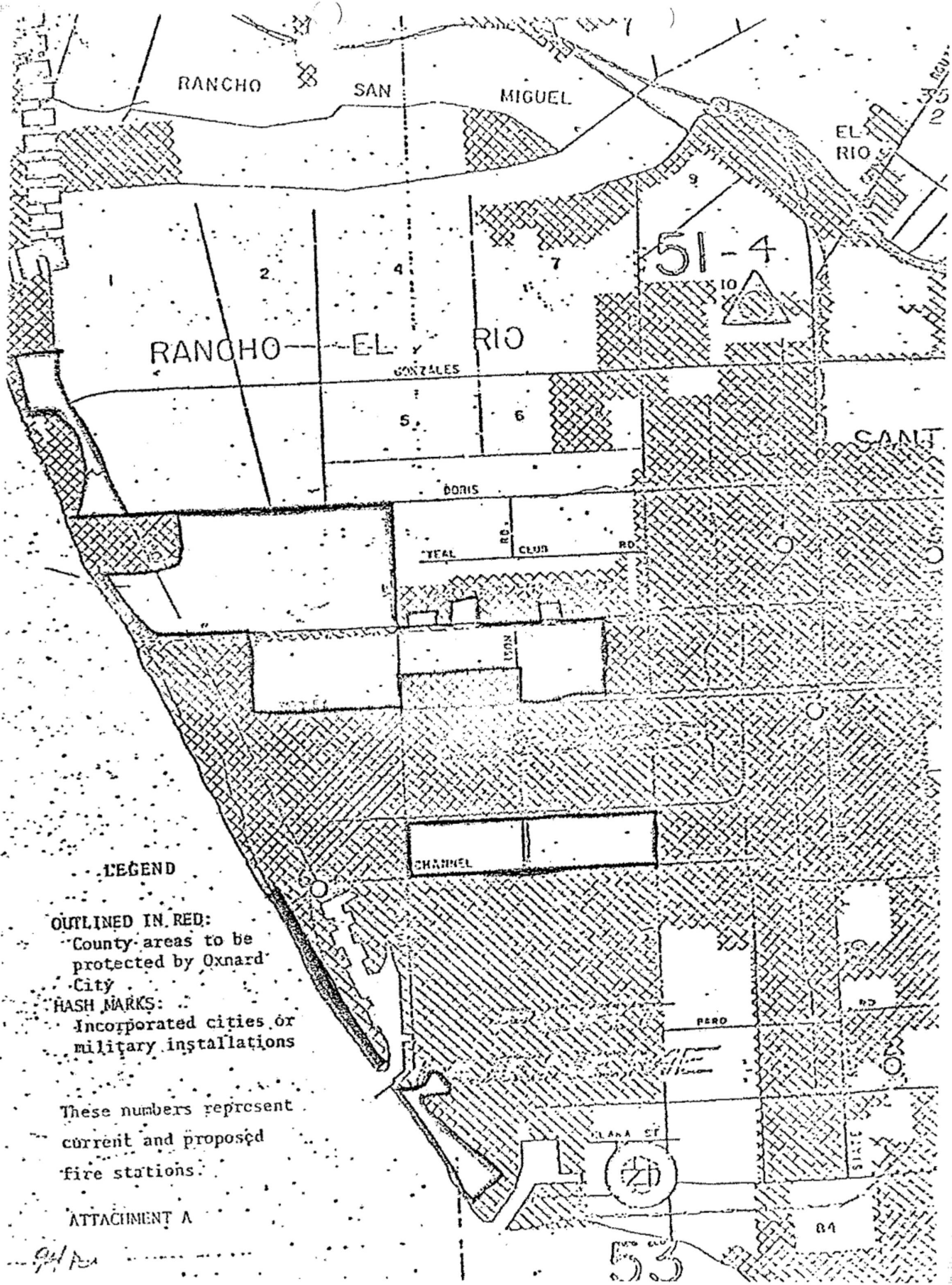
Date 12-7 S.F.V.

Title City Manager

Division

Mail Address 305 West Third St., Oxnard





**JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AND THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA
AGREEING TO THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUES FOR TRANSFERS
OF SERVICE RESPONSIBILITIES AND BOUNDARY
CHANGES BETWEEN THE CITY AND THE COUNTY**

WHEREAS, Section 99 of the Revenue and Taxation Code requires that prior to the effective date of any jurisdictional change, all agencies whose service area or service responsibilities would be altered by such change shall determine the amount of property tax revenues to be exchanged between and among such affected agencies; and

WHEREAS, it is specified that such jurisdictional change shall become effective only after each affected county and city agrees by resolution to accept a negotiated exchange of property tax revenues; and

WHEREAS, in the event a jurisdictional change affects the service area or service responsibility of one or more special districts, the Board of Supervisors of the county in which such districts are located shall negotiate any exchange of property tax revenues on behalf of the districts, and

WHEREAS, the adopting agencies shall notify the County Auditor-Controller who shall adjust the amount of property tax revenues determined for each local agency whose service area or service responsibility would be altered by such jurisdictional change.

NOW, THEREFORE, BE IT RESOLVED:

1. For all territory annexed to the City of Oxnard (City), effective in the fiscal year commencing after the calendar year of the effective date of the annexation, the County of Ventura (County) will transfer to the City an amount equal to 13.74% of the County's general fund share of the 1% property tax, such that the County share is permanently reduced and the City share permanently increased for the applicable tax rate area (TRA) by this percentage.

2. The Ventura County Fire Protection District, effective in the fiscal year commencing after the calendar year of the effective date of the annexation, will permanently transfer to the City an amount equal to 100% of its share of the 1% property tax for the applicable TRA.
3. The Ventura County Library District, effective in the fiscal year commencing after the calendar year of the effective date of the annexation, will permanently transfer to the City an amount equal to 100% of its share of the 1% property tax for the applicable TRA.
4. For all territory detached from the City, effective in the fiscal year commencing after the calendar year of the effective date of the detachment, the City will transfer to the County an amount equal to 60% of the City's share of the 1% property tax, such that the City share is permanently reduced and the County share permanently increased for the applicable TRA by this percentage.
5. For all territory detached from the City, effective in the fiscal year commencing after the calendar year of the effective date of the detachment, the City will transfer to the Ventura County Fire Protection District an amount equal to 30% of the City's share of the 1% property tax, such that the City share is permanently reduced and the Ventura County Fire Protection District share permanently increased for the applicable TRA by this percentage.
6. For all territory detached from the City, effective in the fiscal year commencing after the calendar year of the effective date of the detachment, the City will transfer to the Ventura County Library District, an amount equal to 10% of the City's share of the 1% property tax, such that the City share is permanently reduced and the Ventura County Library District share is permanently increased for the applicable TRA by this percentage.
7. Pursuant to Section 3 of Article XIII B of the California State Constitution, it is hereby agreed the County, Ventura County Fire Protection District and Ventura County Library District will provide for an appropriation limit transfer to the City

equal to the revenue determined by the tax transfer percentages as outlined in Section 1, 2 and 3, in the fiscal year commencing after the calendar year of the effective date of the annexation.

8. This resolution shall apply to all City boundary changes, but does not apply to any annexation of water areas of the Channel Islands Harbor, and shall be in effect until terminated by either party as provided in Section 12 below.
9. If there are other jurisdictional changes which occur concurrently with the annexation of territory to the City (such as detachments or annexations to special districts not mentioned in this resolution), there shall be no exchange of property tax revenues in conjunction with those jurisdictional changes.
10. An executed copy of this resolution shall be submitted to the County Auditor-Controller who shall make the appropriate adjustments as provided in subdivision (a) of Section 99 of the Revenue and Taxation Code.
11. An executed copy of this resolution shall be submitted to the Ventura Local Agency Formation Commission.
12. Starting fifteen (15) years from the date of this resolution, either party may terminate this agreement as of the 31st day of December of any year during the remaining term of this resolution upon notice in writing to the other party not less than thirty (30) days prior to the date of such termination. For jurisdictional changes completed prior to such notice, the arrangements identified in Sections 1, 2, 3, 4, 5 and 6 are not subject to termination.
13. The term of this resolution shall be for twenty-five (25) years from the date of this resolution.

CITY OF OXNARD

Mayor

Date

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM

Stephen M. Fischer
City Attorney

COUNTY OF VENTURA

Chairman, Board of Supervisors Date

ATTEST: Michael Powers,
Clerk of the Board of Supervisors
County of Ventura, State of California

By: _____
Deputy Clerk of the Board

APPROVED AS TO FORM

Tiffany North
County Counsel

Channel Islands Harbor Cooperation Agreement; Fire Station Agreement Amendment; and Tax Sharing Resolution with the County of Ventura

Ashley Golden, Assistant City Manager
Ken Rozell, Chief Assistant City Attorney

May 18, 2021
City Council

Channel Islands Harbor Map



- 1963 Agreement related to the development of the Channel Islands Harbor
 - Annexation in exchange for infrastructure & services
 - City receives local share of taxes
- Seven amendments and two time extensions
 - City stopped services and utility payments in 2018

- Separate 1976 lease agreement for Fire Station 6
- 1983 Master Tax Share Agreement (MTSA)
 - November 6, 2018 the County gave notice to terminate the MTSA, effective December 31, 2018.

- Harbor Redevelopment
 - Maintenance
 - Capital Improvement Projects
 - Street Vacations
 - Building Permits
 - Water Quality
 - Master Tax Share Agreement
 - Extension of Fire Station Agreement
-

- City to contribute 50% of the maintenance costs of the County-owned public areas of the Harbor, not to exceed \$200,000 annually, for a three-year period starting on July 1, 2021.
- Per specific terms related to the Hyatt House Hotel, the City may contribute towards maintenance costs for no more than an additional two (2) years.
- Under all circumstances the City's contribution towards maintenance cease by June 30, 2026.

- Public parking lot and replacement of the bathroom at Kiddie Beach (\$475,000)
- Repaving of the parking lots adjacent to Harbor Blvd. (\$1,000,000)
- Lamps in existing light poles along Harbor Blvd. (\$120,000)
- Replace the public restroom at Peninsula Park (\$162,500)
- Repaving of Peninsula Road (\$506,000)

- 1976 lease agreement for City Fire Station No. 6 terminates in 2033.
- First Amendment for the Fire Station Agreement:
 - Extends the existing fire station lease area to August 31, 2050.
 - Provides the City with the option of expanding the fire station lease area 85 feet to the west for 50 years from the date of occupancy of the expanded Fire Station.

- In 1983, the County and City approved a resolution that provided for the sharing of property taxes for all future annexations pursuant to a specific formula.
- County terminated this resolution on December 31, 2018.
 - Without a tax sharing resolution, properties and projects cannot be annexed into the City.
- Proposed resolution is consistent with the 1983 resolution, except for the term.
- Proposed term is for 25 years,
 - At fifteen (15) years from the date of the resolution either party may terminate the agreement as of the 31st day of December of any year.

- City to pay the County \$200,000 annually towards maintenance for three years; and possibly two additional years if certain terms are triggered.
- Capital costs within the Cooperation Agreement total a not to exceed amount of \$2,263,500.
- Cooperation Agreement provides for cost recovery for City planning and building services.
- The Hotel Project is projected to bring in \$900,000 - \$1,000,000 in transient occupancy tax annually to the City.

That the City Council:

1. Approve a Cooperation Agreement with the County of Ventura related to the Harbor area;
2. Approve the First Amendment to a Lease Agreement for the Channel Islands Harbor Fire Station)
3. Adopt a resolution for tax sharing related to annexations



Discussion



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: May 18, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Water Supply Outlook and Drought Condition Update. (0/10/10)

RECOMMENDATION

That the City Council receive and file the Water Supply Outlook and Drought Condition Update.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/4O0JC2GQMfw>

BACKGROUND

This agenda report provides an update on Oxnard's water supply outlook and drought conditions.

DISCUSSION

City of Oxnard's Water Resources

Historically, the City's water needs for residential, commercial, landscape irrigation and agricultural customers have been met from three main sources:

- Local groundwater pumped from City wells: 25-30 percent of total demand
- Local groundwater allocated to Oxnard and pumped by United Water Conservation District (UWCD): 25-30 percent of total demand
- Imported State water purchased from Calleguas Municipal Water District (CMWD): 40-50 percent of total demand

Local Groundwater

Oxnard currently sources 50-60 percent of its water supply from underground aquifers. The local groundwater supply is pumped from wells, which are operated under the oversight of the Fox Canyon Groundwater Management Agency (FCGMA). In compliance with the California Sustainable Management Groundwater Act (2014), the FCGMA adopted a Groundwater Sustainability Plan (Plan) for the Oxnard Subbasin in 2019. This Plan outlines different actions which are necessary to bring this critically important aquifer into sustainable use by 2040. As a component of the Plan, FCGMA recently adopted a new allocation system, which provides rights to different users (City, Agriculture, etc.), for the ability to pump water out of the aquifer. Conservation efforts identified in the Plan, have pumping rights being slowly restricted each year, up to a 45 percent reduction by 2040. The reduction of available groundwater will need to be replaced with imported water and reclaimed water. While these reductions may change depending upon future water supply within the aquifer, the City must develop a long-term plan to address the potential of reduced groundwater supply.

Imported Water

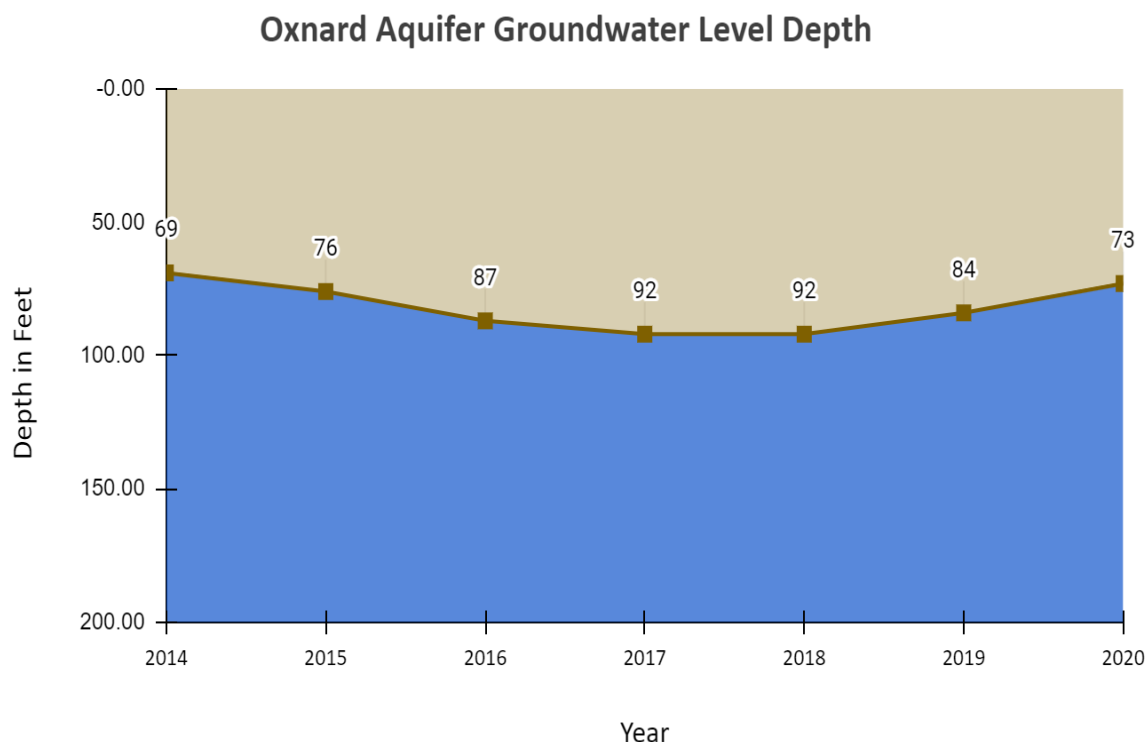
Oxnard currently purchases 40-50 percent of its water from the California Department of Water Resources, through the Calleguas Municipal Water District (CMWD). Recently, the Governor announced that he is directing state agencies to work with regional and local governments – including groundwater sustainability agencies – to identify watersheds, communities, public water systems and ecosystems that may require coordinated state and local actions to address drought impacts and protect people, natural resources and economic activity. It is anticipated State conservation efforts will impact the cost and availability of imported water resources.

Current Outlook on Oxnard’s Water Resources

In a letter to water agencies across the state, the Water Resources Control Board advised “ongoing dry conditions in most California watersheds - prepare for drought impacts statewide.” The letter further described, “after two years of low precipitation, the U.S. Drought Monitor now reports that 95 percent of California is experiencing Moderate to Exceptional Drought. Reservoir and groundwater levels are significantly below average, and despite recent storms, **snowpack is only 58 percent of average** as of March 10, 2021. Continued dry conditions can threaten water supplies, impair critical habitat, reduce recreational opportunities, and create uncertainty for all water users. State hydrologic conditions since 2020 have been very similar to the drought years of 2014 and 2015.” (see Attachment No. 1)

Oxnard is well positioned to meet the drinking water needs for our community during the next year, especially with continued water conservation. As a result of conservation efforts implemented because of the statewide drought of 2014, Oxnard’s overall water demand has continued to decline from peak usage. This trend has also been seen across California. Conservation, combined with higher than average rainfall in 2019-2020 in Ventura County of 12.5 inches, increased the Oxnard water basin level by about 19 feet since 2017. See the chart below:

Chart No. 1



Oxnard's Water Consumption 2016-2020

Chart No.2

Residential Consumption 2016-2020

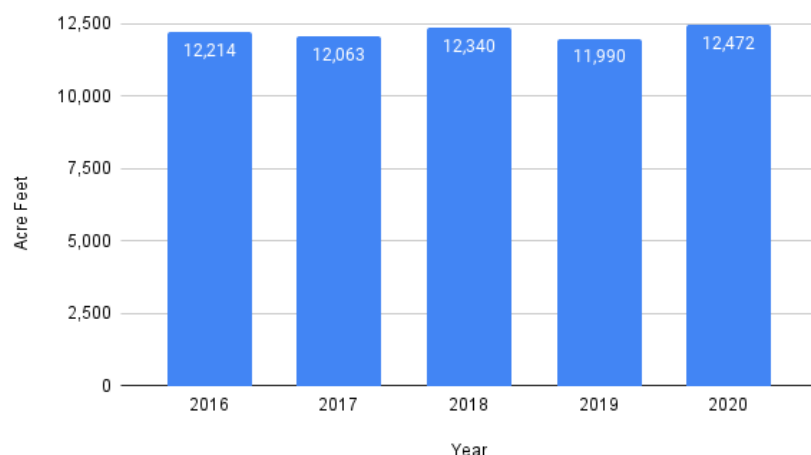
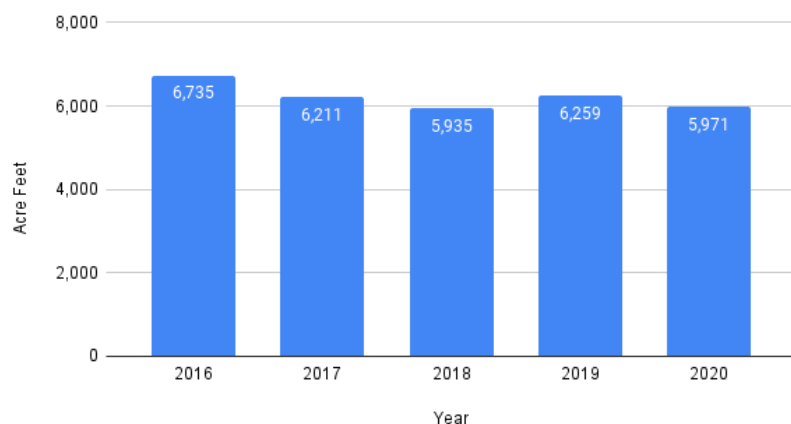


Chart No. 3

Commercial, Institutional, Industrial



The Residential and Commercial customer usage charts provide insight into the impacts of the COVID-19 pandemic. In 2020, residential use slightly increased while commercial, institutional and industrial consumption decreased. While during the pandemic more people were home, which would generally result in higher water usage, the consumption numbers show that overall our community remained water wise.

Water Conservation and Outreach Efforts

On January 17, 2014, the State of California declared a drought state of emergency due to multiple years of low rainfall. In response to this, the Oxnard City Council declared a Stage 2 Water shortage condition within the City and adopted water conservation measures through Resolution 14,682. On April 7, 2017, the State of California lifted the drought emergency, but the City of Oxnard continued with the Stage 2 conservation efforts to maintain our local water resources.

In May 2018, the California State Legislature enacted Senate Bill 606 and Assembly Bill 1668. Collectively titled, Making Water Conservation a California Way of Life, the laws create a framework of long-term conservation improvements to prepare California for climate change and longer, more intense droughts. These two bills amend

existing law to provide newly expanded enforcement authorities and requirements to enable permanent changes and actions, with the goal of improving the state's water future for generations. Over the next five years, the City will be implementing programs to comply with these new laws.

Public outreach is a critical component of Oxnard's conservation efforts. Oxnard promotes water conservation through a variety of informational programs and public events. Oxnard offers conservation brochures, activity booklets, public outreach displays, oral presentations, and free workshops to inform the public of conservation efforts at a variety of different local community events throughout the year. During the Covid 19 pandemic, the Oxnard Water Division implemented a curbside water conservation program and offered free residential leak detection virtual classes. Oxnard raises awareness about water conservation through paid advertising, press releases, social media, and utility bill inserts. Additionally, the Oxnard Water Division web page (OxnardWater.org) provides information related to programs, rebates (bewaterwise.com), water saving tips and announcements about upcoming events.

Water conservation staff contacts customers directly by phone to notify them regarding observed water waste activities and offer information such as rebates/incentives for helpful water efficient devices. Any use of water that causes runoff to occur beyond the immediate vicinity of use is prohibited.

Per the City Ordinance, customer watering schedules are as follows:

- Odd numbered addresses (Ending in 1, 3, 5, 7, 9): Sundays and Thursdays ONLY
- Even numbered addresses (Ending in 0, 2, 4, 6, 8): Saturdays and Wednesdays ONLY
- No watering between 9 a.m. and 4 p.m. (non-daylight savings time)
- No watering between 9 a.m. and 6 p.m. (daylight savings time)

In addition to usage conservation, staff is adopting new standards for low-water use landscaping. This includes turf reduction efforts in City parks and upgrading to water-wise medians. Low water median conversion projects are being planned along major thoroughfares. Below is an example of a water-wise median:



Aquifer Storage & Recovery (ASR)

The Aquifer Storage and Recovery (ASR) project is designed to assist with seawater intrusion into the underground aquifer. It's also designed to increase water supply by pumping treated reclaimed water into subterranean wells. The ASR well demonstration project will begin construction in 2021. It is anticipated that the demonstration period will last up to a year before the California Division of Drinking Water approves Oxnard's permit application for indirect potable reuse (IPR). After the permit is granted, Oxnard will expand the Advanced Water Purification Facility and the Aquifer Storage and Recovery (ASR) well field.

Long-Term Water Supply Planning Reports

It is anticipated that the 2020 Urban Water Management Plan and Water Shortage Contingency Plan will be presented to Council this fall for consideration and adoption. The Urban Water Management Plan details long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs. In conjunction with the Urban Water Management Plan, a separate Water Shortage Contingency Plan will also be presented. The Water Shortage Contingency Plan outlines how an urban water supplier will respond to various stages of a drought or a prolonged shortage caused by other events. A community stakeholder meeting to review the draft plans will be scheduled as part of the preparation and adoption process. Both of these plans are to be revisited and updated every five years.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact in receiving this report.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. SWRCB Dry Conditions Letter
2. Water Supply & Drought Update Presentation

State Water Resources Control Board

March 22, 2021

ONGOING DRY CONDITIONS IN MOST CALIFORNIA WATERSHEDS – PREPARE FOR DROUGHT IMPACTS STATEWIDE

After two years of low precipitation, the U.S. Drought Monitor now reports that 95 percent of California is experiencing Moderate to Exceptional Drought. Reservoir and groundwater levels are significantly below average, and despite recent storms, snowpack is only 58 percent of average as of March 10, 2021. Continued dry conditions can threaten water supplies, impair critical habitat, reduce recreational opportunities, and create uncertainty for all water users. Hydrologic conditions since 2020 have been very similar to the drought years of 2014 and 2015.

Your early efforts can help minimize the potential impact of water management actions on businesses, homes, farms, and California's public trust resources. Start planning now for potential water supply shortages later this year and identify practical actions you can take to increase drought resilience, such as increasing water conservation measures, reducing irrigated acreage, managing herd size, using innovative irrigation and monitoring technologies, or diversifying your water supply portfolio.

The Division of Water Rights (Division) relies on accurate and timely water use data from you and other diverters to help manage California's water. All diverters must report their annual water use, and many diverters must report diversion metering or measuring data. By accurately reporting your water diversion and use data on time, you fulfill your legal reporting obligation and provide critically important information for managing the state's water resources.

The Division is monitoring the situation closely and plans to engage more frequently with water users if dry conditions continue or worsen. We encourage you to work collaboratively with your community to develop cooperative water management solutions that meet both local and state-level needs.

More information on **Drought Conditions** can be found at: https://www.drought.gov/drought-status-updates?dews_region=All&state=141*

More information about the **Division of Water Rights** can be found at: <https://www.waterboards.ca.gov/waterrights/>

**Link updated on 3/24/2021*

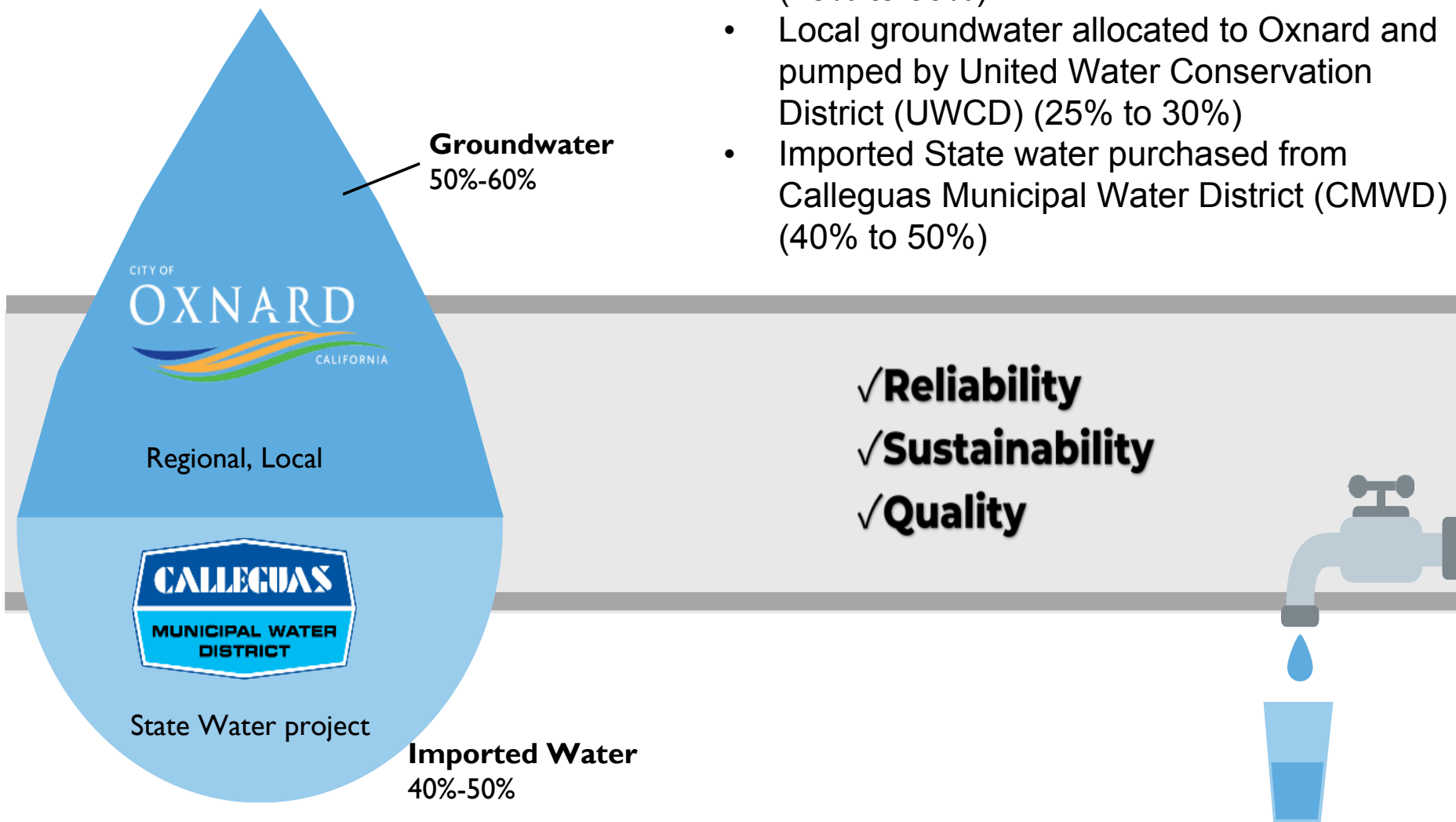
City of Oxnard Water Supply Outlook and Drought Condition Update

City Council
May 18, 2021

Omar Castro
Water Division Manager

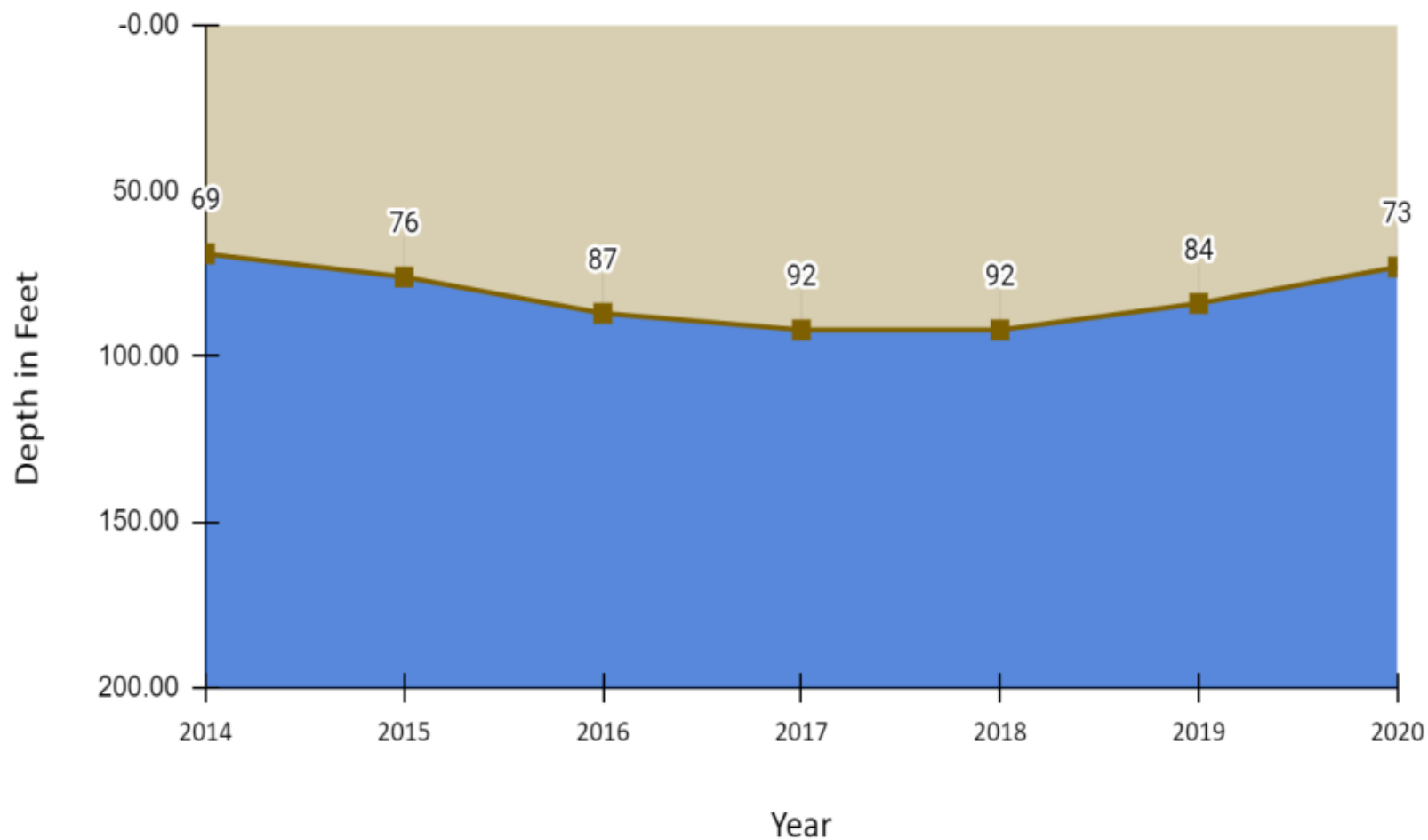


That the City Council receive and file the Water Supply Outlook and Drought Condition Update.

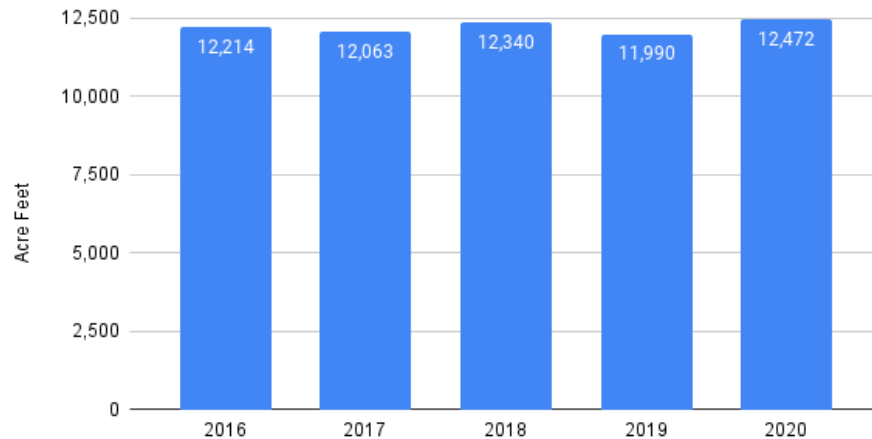


- State Water Resources Control Board letter advises, “ongoing dry conditions in most California watersheds – prepare for drought impacts statewide”
 - Oxnard is well positioned to meet the drinking water needs for our community during the next year, especially with the continued conservation, outreach and education efforts by City staff
 - Since the major drought, Oxnard's overall water demands have declined on an average of 15% due to the communities ongoing water conservation efforts
 - Average rainfall in 2019-2020 of 12.5 inches coupled with community conservation efforts has enabled the Oxnard Basin level to increase an average of 19 feet since 2017
-

Oxnard Aquifer Groundwater Level Depth

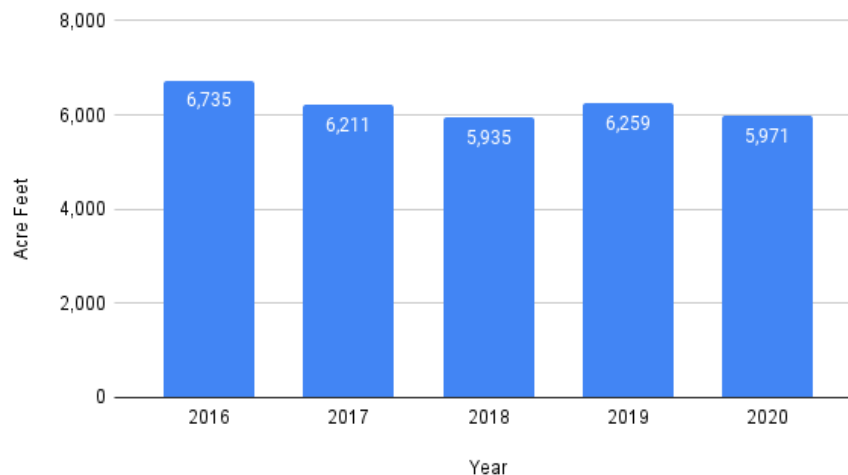


Residential Consumption 2016-2020



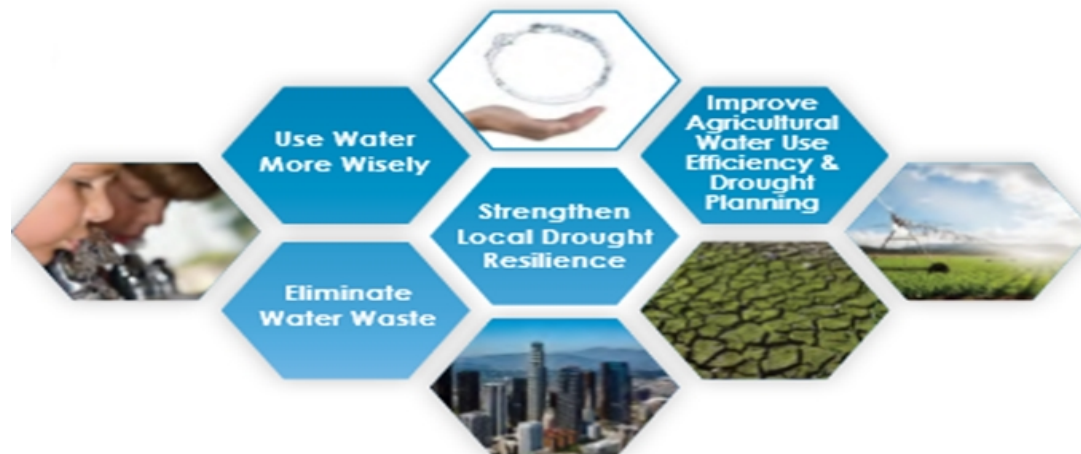
- In 2020 during the Covid pandemic, residential use slightly increased while commercial, institutional and industrial consumption decreased

Commercial, Institutional, Industrial



- During the pandemic more people were home, but the numbers show that our community was still being water wise

- 2014 - State of California declares drought emergency. Oxnard City Council declares a Stage 2 Water shortage condition within the City and adopts water conservation measures
- 2017- California governor lifted the drought emergency. As a means of managing Oxnard's water resources, the City of Oxnard continued with the Stage 2 water conservation measures
- May 2018, Senate Bill 606 and Assembly Bill 1668 enacted - *Making Water Conservation a California Way of Life* - the mandates create a framework of long-term conservation improvements to prepare California for climate change and longer, more intense droughts



- Residential rebates
- Utility bill inserts
- Water waste response (311 App)
- Virtual residential leak detection classes
- A pilot-Curbside Water Conservation Program was implemented during the month of October 2020.
 - Purpose: To provide customers with water efficient devices to save money and protect our local water resources by conserving at home.
 - Distributed 166 Kits with a total of 2,163 conservation devices



bewaterwise.com®

- Per Resolution 14,682 customer irrigation schedules are as follows:
 - Odd numbered addresses
(Ending in 1, 3, 5, 7, 9): Sundays and Thursdays ONLY
 - Even numbered addresses
(Ending in 0, 2, 4, 6, 8): Saturdays and Wednesdays ONLY
 - No watering between 9 a.m. and 4 p.m. (Standard Time)
 - No watering between 9 a.m. and 6 p.m. (Daylight Savings Time)



In addition to usage conservation, staff is adopting new standards for low-water use landscaping. This includes turf reduction efforts in City parks and upgrading to water-wise medians. Low water median conversion projects are being planned along major thoroughfares.



- Aquifer Storage Replenishment and Seawater Intrusion Protection
The Aquifer Storage and Recovery well demonstration project will begin construction in 2021. After a permit is granted, Oxnard will expand the Advanced Water Purification Facility and the Aquifer Storage and Recovery (ASR) well field.



- 2020 Urban Water Management Plan (UWMP)
Details long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs
- 2020 Water Shortage Contingency Plan (WSCP)
Outlines how an urban water supplier will respond to various stages of a drought or a prolonged shortage caused by other events
- Both plans are to be revisited and updated every 5 years
- Both plans are expected to go to committee in the Fall of 2021 for adoption

There is no financial impact in receiving this report.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: May 18, 2021

TO: City Council

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868, vyto.adomaitis@oxnard.org

SUBJECT: Exception to CalPERS 180 Day Wait Period for Appointment of a Retired Annuitant to Perform Limited Term Specialized Project Work. (0/5/5)

RECOMMENDATION

That City Council adopt a resolution appointing Earnel Bihis as Interim Assistant Traffic Engineer and certifying an exception to the CalPERS 180 day wait period for employment following retirement. This item did not originate in Committee as it is a routine operational item.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/JnrZXg4YNZI>

BACKGROUND

Earnel Bihis retired from the City of Oxnard effective April 18, 2021 after 14 years of service. Mr. Bihis retired as the Assistant Traffic Engineer and was responsible for administering traffic engineering review for multiple complicated, large-scale development projects, some of which are only partially through the review and construction process. The projects Mr. Bihis were actively involved in include the Oxnard Village (Wagon Wheel) project, the Sakioka Specific Plan including the Amazon project, the RiverPark Specific Plan and Development Agreement amendment, Del Sol High School and the other critical land development projects currently underway.

Mr. Bihis is the only Traffic Engineer in the land development section of the Community Development Department and as a result, the Department will have no Traffic Engineer on staff. This position is currently in the Community Development Department but will be transferred to the Public Works Department (to be supervised by the City Traffic Engineer) with the fiscal year change on July 1.

Mr. Bihis has been essential for processing development review projects and public improvements for the City. Much of the historical background and issues with current projects are only known by Mr. Bihis due to significant staff turnover and retirements during the past six years. At the time of his retirement, Mr. Bihis was actively involved in processing public improvement plans for major developments including the reconfiguration of the US 101 Off Ramp at Ventura Road associated with the Wagon Wheel project and traffic related infrastructure improvements associated with the Sakioka/Amazon project, among others. The knowledge and skills possessed by Mr. Bihis are crucial for the timely processing of the necessary infrastructure improvements for these and other pending projects. These projects are at critical stages of implementation and design, thus it is essential that Mr. Bihis' knowledge of these projects be accessible for the City to meet the expedited construction schedule of those projects.

Impact of Pandemic – State of Emergency

The pandemic has had a significant effect on recruitments for the City. It is very difficult to fill vacant positions right now, and for highly technical positions such as Engineers, there has been an ongoing challenge in recruiting qualified candidates. As an example, a vacant Traffic Engineer position in the Public Works Department has been open since November 2019 and has had more than two focused recruitments that were unsuccessful. The anticipated long term vacancy to search for a replacement for Mr. Bihis will have significant detrimental effects on the City's ability to process projects in a timely manner.

Pursuant to Government Code (GC) Section 7522.56(f)(1), City Council may consider and approve an exception to the 180 day wait period for hiring a CalPERS retired annuitant in an interim role during the recruitment to replace a critical position (GC Section 21221(h)). The Department is recommending City Council approval of an exception resolution pursuant to GC Section 21221(h) to allow Mr. Bihis to continue work on these (and other) critical projects for the City.

As Mr. Bihis is a retiree from CalPERS, there are specific requirements that the City must follow in order to comply with GC Section 21221(h) including:

- Interim appointment to a position (Assistant Traffic Engineer) requiring specialized skills by the governing body;
- The open recruitment for a permanent Assistant Traffic Engineer replacement;
- The interim appointment by the governing body must be of limited duration, not to exceed 960 hours in the fiscal year;
- The appointed retiree shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate; and,
- The appointment may be made only once.

Pursuant to GC Section 21221(h), it is recommended that City Council approve the attached resolution to temporarily appoint Earnel Bihis as Interim Assistant Traffic Engineer while the recruitment to permanently replace that position is conducted.

Upon City Council approval and subject to CALPERS final approval, Mr. Bihis will be hired effective May 19, 2021 as a retired annuitant, Interim Assistant Traffic Engineer at an hourly rate of \$52.74. Mr. Bihis was earning \$52.74 per hour at the time of his retirement. Mr. Bihis would be scheduled to work approximately 10-20 hours per week for the remainder of FY 20-21, continuing into FY 21-22 as he is available, not to exceed 960 hours in any fiscal year. It is anticipated Mr. Bihis will be needed for approximately 6 months in FY 21-22, however, if additional time is needed beyond the six month period due to unsuccessful recruitments or the on-boarding of a successful replacement, the Department may continue to utilize the services of Mr. Bihis, not to exceed 960 hours in the fiscal year, and no later than May 19, 2022. No other benefits, incentive, compensation in lieu of benefits, or other form of compensation is to be paid to Mr. Bihis. It should be noted that as a limited duration, at-will employee, Mr. Bihis will serve at the pleasure of the Community Development Director until his transfer to the Public Works Department, and as such, employment may be terminated at any time, with or without cause or prior notice by either Mr. Bihis or by the Community Development or Public Works Director.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total estimated cost of the appointment of Mr. Bihis will be \$6,300 for the remainder of FY 20-21 and a maximum of \$50,000 for FY 21-22. No budget adjustment will be required for FY 20-21 since Mr. Bihis's salary was funded in the current Budget. The total estimated cost of Mr. Bihis's appointment in FY 21-22 will come from salary savings from his vacant position that will be a part of the FY 21-22 Budget request.

COMMITTEE OUTCOME

This item did not originate in Committee as it is a routine operational item.

Prepared by: Jeff Pengilly, Assistant Community Development Director, Timothy Bochum, City Traffic Engineer

ATTACHMENTS

1. PERS 7522.56 Certification Resolution
2. E Bihis - Personnel Action Form PAF
3. Presentation - Exception to CalPERS 180 day Wait Period for Appointment of a Retired Annuitant to Perform Limited Term Specialized Project Work.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD CERTYING
EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO GOVERNMENT CODE
SECTIONS 7522.56(f)(1) AND 21221(h)

WHEREAS, in compliance with Government Code section 7522.56 of the Public Employees' Retirement Law, the governing body of the City of Oxnard must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Earnel Bihis (8322) retired from the City of Oxnard in the position of Assistant Traffic Engineer, effective April 18th, 2021; and

WHEREAS, Government Code Section 7522.56(f)(1) requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is October 18, 2021 without this certification resolution; and

WHEREAS, Government Code Section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Oxnard and Earnel Bihis certify that Earnel Bihis has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the City of Oxnard has authorized the recruitment for a permanent appointment on April 6th, 2021; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on May 19th, 2022; and

WHEREAS, the entire employment agreement, contract or appointment document between Earnel Bihis and the City of Oxnard has been reviewed by this body and is attached herein; and,

WHEREAS, no matters, issues terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CALPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and,

WHEREAS, the minimum base salary for this position is \$70,708.14 and the hourly equivalent is \$33.99, and the maximum base salary for this position is \$109,691.09 and the hourly equivalent is \$52.74; and

WHEREAS, the hourly rate paid to Earnel Bihis will be \$52.74; and

WHEREAS, Earnel Bihis has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW THEREFORE, the City Council of the City of Oxnard hereby resolves:

1. To appoint Earnel Bihis as an interim appointment retired annuitant to the vacant position of Assistant Traffic Engineer for the City of Oxnard under Gov. Code section 21221(h), effective May 19th, 2021.
2. To certify the nature of the appointment of Earnel Bihis as described herein and detailed in the attached appointment document and that this appointment is necessary to fill the critically needed position of Assistant Traffic Engineer for the City of Oxnard by May 19th, 2021 because Earnel Bihis is the sole Assistant Traffic Engineer in the land development section of Community Development who has the specialized knowledge and skills to complete the traffic engineering review of the complex projects assigned to him prior to his retirement.

PASSED AND ADOPTED THIS 18th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro, City Clerk

Stephen M. Fischer, City Attorney

CITY OF OXNARD – PERSONNEL ACTION FORM

INSTRUCTIONS: THE FOLLOWING PERSONNEL ACTION REQUIRES THE APPROVAL OF THE DEPARTMENT HEAD AND THE CITY MANAGER OR DESIGNEE. ALL COPIES OF THIS FORM SHOULD BE SIGNED AND RETURNED TO THE HUMAN RESOURCES OFFICE.

EMPLOYEE NO. 13981	EMPLOYEE NAME (FIRST, INITIAL, LAST) Earnel Bihis	HIRE DATE	EFFECTIVE DATE 05/19/2021
ACTION:			
☒ NEW HIRE	☐ STATUS CHANGE*	☐ SCHEDULE CHANGE	☐ ADDRESS/PERSONAL CHANGE
☐ PROMOTION	☐ CLASSIFICATION CHANGE	☐ CHANGE HOME ACCT	☐ CHANGE ACCT DISTRIBUTION
☐ TERMINATION <i>(See back of PAF)</i>	☐ TRANSFER	<i>(The code used by payroll to direct employee's paycheck and timesheet to the employee)</i>	
☐ SALARY CHANGE	☐ COMPLETION OF PROBATION*	<i>(The account(s), to which an employee's compensation will be charged within your budget)</i>	
REASON:			
☐ SELECTION	☐ MERIT INCREASE*	☐ EDUCATIONAL INCENTIVE	☐ UNDER FILL**
_____ TERMINATION CODE <i>(Refer to back of PAF)</i>	☐ STEP INCREASE*	☐ BILINGUAL PAY	☒ INTERIM APT**
<i>*Requires performance evaluation</i>	☐ FLEX STAFF*	☐ DEMOTION	☐ WORKING OUT OF CLASS**
<i>**Requires a justification memo</i>			

EMPLOYEE DEMOGRAPHICS/CHANGES		
EMPLOYEE ADDRESS: NUMBER AND STREET	EMPLOYEE HOME PHONE NO.	
CITY, STATE, ZIP CODE	Department/Division	UNION GROUP

EMPLOYEE APPOINTMENT/CHANGES														
EMPLOYEE STATUS:						DMV PULL:		DOT PROGRAM:						
☐ FULL TIME ☒ LIMITED DURATION ☐ EXTRA HELP ☐ .75 FTE ☐ .50 FTE						☐ Add ☐ Remove		☐ Add ☐ Remove						
DAYS			HOURS			FIRE		POLICE						
☐ Sun ☒ Mon ☒ Tue ☒ Wed ☒ Thur ☒ Fri ☐ Sat			☐ 9/80 ☐ 4/10 ☐ 5/40			☐ Shift ☐ Admin		☐ Sworn ☐ Non-Sworn						
F R O M	CURRENT CLASSIFICATION TITLE					T O	NEW CLASSIFICATION TITLE							
	DEPARTMENT/DIVISION						DEPARTMENT/DIVISION							
	STATUS		POSITION NO.	AUTH NO.			STATUS		POSITION NO.	AUTH NO.				
	PAY GRADE CODE		STEP	SALARY			PAY GRADE CODE		STEP	SALARY				
					A93					52.7361/hr.				
Remarks: Limited to 960 hrs per fiscal year; anticipate 20 hrs/week until position filled or 11/05/2020 (whichever occurs first).														

CHANGE OF HOME ACCOUNT and/or ACCOUNT DISTRIBUTION			
<i>Home Acct: the code used by Payroll to direct the employee's timesheet. Acct Distribution: the account(s) to which an employee's compensation is charged to within your budget.</i>			
FROM Home Account Department/Division		TO Home Account Department/Division	
PERCENT	FROM Account Distribution No. Indicate the account(s) to be charged & the percent breakdown if applicable)	PERCENT	TO Account Distribution No. (Indicate the account(s) to be charged & the percent breakdown if applicable)
SUPERVISOR INITIALS		BUDGET MANAGER INITIALS	

APPROVALS			
DEPARTMENT DIRECTOR (PRINT)		HUMAN RESOURCES DIRECTOR	
DEPARTMENT DIRECTOR SIGNATURE		CITY MANAGER OR DESIGNEE	
DATE		DATE	

PERSONNEL ONLY	

DATE ENTERED	INITIALS	NEXT REVIEW DATE
--------------	----------	------------------

Rev. 07.24.2018

Page 2 of 2

REASON FOR TERMINATION			
Code	Description	Code	Description
1A	Termination with Cause	3A	Reason Unknown
1E	End of Temporary Employment	3B	Job Abandonment
1F	End of Seasonal Employment	3G	Return to School
1G	End of Project/Assignment	3I	Relocation
1M	Layoff	3M	Accepted Another Position
1N	Retirement	4C	Rule/Policy Violation
1O	Resigned	4X	Did Not Pass Probation
1P	Deceased	7H	Personal
2B	Discipline	7J	Other

INSTRUCTIONS

Step 1: Complete the **EMPLOYEE NO.**, **NAME** and **EFFECTIVE DATE** or **HIRE DATE** (whichever applies to the reason for the PAF)

Step 2: Check the **ACTION** being completing by the submission of the PAF.

- ☐ **New Hire:** new employee with the City
- ☐ **Promotion:** movement to a position with a higher salary range
- ☐ **Termination:** separation from the city (for any reason)
- ☐ **Salary change:** increase or decrease in base wages
- ☐ **Status change:** change in extra help, full time, part time, regular status
- ☐ **Classification change:** position title change
- ☐ **Transfer:** movement to a different department and/or division
- ☐ **Completion of Probation:** employees who have completed their 12-month probationary period.
- ☐ **Schedule Change:** change in shift hours and/or days.
- ☐ **Address/Personal Change:** change of employee demographics and/or contact information
- ☐ **Change in Home Account:** the code used by payroll to direct employee's paycheck and timesheet to the employee
- ☐ **Change in Account Distribution:** the account(s), to which an employee's compensation will be charged within your budget.

Step 3: Check the **REASON** for the action, if applicable.

- ☐ **Termination Code:** enter the termination code indicating the reason an employee is terminating from the city.
- ☐ **Selection:** new employees who were selected by the department and completed a recruitment process.
- ☐ **Merit Increase:** employees who are receiving a percentage pay increase within their salary range.
- ☐ **Step Increase:** employees receiving a pay increase to a step within their salary range
- ☐ **Flex Staff:** classifications designated to advance to journey level with the prescribed time/training.
- ☐ **Education Incentive:** per MOU, employees who possess a degree higher than their position requires. Must submit proof of degree.
- ☐ **Bilingual Pay:** per MOU, employees who successfully pass bilingual testing.
- ☐ **Demotion:** movement from a higher classification to a lower classification. Can be voluntary or involuntary.
- ☐ **Under Fill:** filling a position with a lower level classification.
- ☐ **Interim Appointment:** temporary filling of a position, while a recruitment is being conducted.
- ☐ **Working Out of Class:** performing the duties of another position on a temporary basis.

Step 4: Complete the section that applies to the **ACTION** and/or **REASON** selected

- ☐ **Employee Demographics/Changes:** completed for employee address or personal changes. For Name Change all employees must complete and submit a new I-9
- ☐ **Employee Appointment/Changes:** must be completed for new hires, promotions, terminations, salary changes, status changes, schedule changes, classification changes, transfers, and completion of probationary period.
- ☐ **Change of Home Account and/or Account Distribution:** must be completed and initialed off for all changes in home account and/or change in account distribution. For Change of Home Account and/or Change of Account Distribution all PAFs must be submitted to Budget for approval prior to submission to Human Resources.

Step 5: Submit to Department Director for approval.

Step 6: Submit to Human Resources for approval.

Exception to CalPERS 180 day Wait Period for Appointment of a Retired Annuitant to Perform Limited Term Specialized Project Work

Jeff Pengilley, Assistant Director
Vyto Adomaitis, Community Development Director
Community Development Department

May 18, 2021
City Council

- Mr. Earnel Bihis retired on April 18, 2021 after 14 years of service.
- Retired as the Assistant Traffic Engineer and was responsible for traffic engineering reviews of complex, large-scale land development projects.
- Mr. Bihis was the only traffic engineer working on land development projects for Community Development, and his knowledge and expertise are critical for keeping pending and active projects on schedule.
- It is expected to take up to 1 year to fill this position due to a challenging job market for hiring skilled technical workers.

Please Note: This position is scheduled to transition from Community Development to Public Works with the FY 21-22 budget.

Critical Projects Mr. Bihis was actively working on:

- **Oxnard Village (Wagon Wheel)** - US 101 off-ramp reconstruction associated with the Wagon Wheel project.
- **Sakioka Farms Business Park** - ongoing review of the traffic improvements necessary to facilitate the Amazon Fulfillment Center, Arctic Cold Storage and the buildout of the Specific Plan - Phase 1 infrastructure.
- **Del Sol High School** - traffic and roadway improvements are currently under review related to the construction of this new 1,850 student high school.

- Pursuant to Government Code (GC) Section 7522.56(f)(1), City Council may consider and approve an exception to the 180 day wait period for hiring a CalPERS retired annuitant in an interim role during the recruitment to replace a critical position (GC Section 21221(h)).
- The Department is recommending City Council approval of an exception resolution pursuant to GC Section 21221(h) to allow Mr. Bihis to complete his work on current land development projects such as Sakioka Farms and Wagon Wheel, as well applying his knowledge and expertise to facilitate upcoming projects while his replacement is recruited.
- Pursuant to GC Section 21221(h), it is recommended that City Council approve the attached resolution to temporarily appoint Mr. Earnel Bihis as Interim Assistant Traffic Engineer while the recruitment to permanently replace the Assistant Traffic Engineer position.

Upon City Council approval:

- Hire Mr. Bihis effective May 19, 2021 as a retired annuitant, holding the position of Interim Assistant Traffic Engineer at an hourly rate of \$52.74.
- Mr. Bihis would work approximately 20 hours per week for the remainder of FY 20-21 not to exceed 960 hours in the fiscal year.
- The Department may utilize the services of Mr. Bihis in the FY 21-22, not to exceed 960 hours and no later than May 19, 2022.
- No other benefits, incentive, compensation in lieu of benefits, or other form of compensation is to be paid to Mr. Bihis.

That City Council adopt a resolution appointing Earnel Bihis as Interim Assistant Traffic Engineer and certifying an exception to the CalPERS 180 day wait period for employment following retirement.



Discussion



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.4

DATE: May 18, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Pavement Management Update. (0/10/10)

RECOMMENDATION

That the City Council receive a report on the Pavement Management Plan, provide input and direct staff to either:

1. Fund ongoing street pavement conditions at an average Pavement Condition Index (PCI) level of 65. This can be achieved within the current budget, no additional funding required; or
 2. Identify funding to support improving pavement conditions to an average PCI level of 70. It is anticipated this will cost an additional \$43.7M over the next three years (\$14.6M annually); or
 3. Identify funding to support improving pavement conditions to an average PCI level of 75. It is anticipated this will cost an additional \$116.1M over the next five years (\$23.2M annually).
- (Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/SufW6lHaTNw>

BACKGROUND

Currently, the City of Oxnard (City) maintains approximately 905 lane miles of streets and 132 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential streets and all arterials inspected each year. These are referred to as Rotations A, B & C.

The City's street resurfacing consultant, Pavement Engineering Inc. (PEI), uses a Pavement Management System (PMS) to assist with tracking inventory, storing work history, and furnishing budget estimates to optimize funding, and improve the City's pavement system using a software program called StreetSaver. The PMS also helps the City identify candidate streets for potential repair and maintenance and what sort of repair will be necessary.

PEI uses a variety of measurements to determine the Pavement Condition Index, or PCI, of each road segment. These measurements include:

- Quantity of cracks in 1 mile of pavement;
- Depth and length of cracks;
- Crack pattern;
- Percentage of a road segment displaying deficiencies.

After obtaining all the roadway measurements, the specific pattern and the percentage of roadway segments affected are entered into StreetSaver and a PCI is generated. Engineers at PEI then use that information to determine the most cost

effective repair strategy. PEI also assesses the cost and the life expectancy of the repair to determine the annual maintenance cost. This critical step allows the City to spend no more than what is absolutely necessary for road maintenance on an annual basis.

Another critical factor is determining when the roadway should be resurfaced. Incorrectly timed repairs can lead to larger repairs due to deferred maintenance. There is a point on each roadway segment where the right timing intersects the appropriate repair method to create the most cost effective pavement repair. Public Works staff uses this information to further assess how the timing of street repairs matches up with the timing of pipe replacement needs, and subsequently how the projects can be grouped together in a way that maximizes cost effectiveness and efficiency. This analysis is used to create the City's Pavement Management Program.

DISCUSSION

Historically, funding has not kept pace with the cost to maintain our streets. Currently, the only source of guaranteed funding is coming from the Road Maintenance and Rehabilitation Account (RMRA) through Senate Bill 1 (SB-1). It's estimated that this funding source brings in approximately \$4 million per year.

The current average citywide PCI is 64. In order to achieve higher PCI values, the City will need to invest additional funds towards street rehabilitation and maintenance and alley reconstruction. Below is a table that describes the necessary investments to meet various PCI levels:

	Reach PCI 65 By Sept 30, 2022	Reach PCI 70 By Sept 30, 2024	Reach PCI 75 By Sept 30, 2026	Reach PCI 80 By Sept 30, 2028
Estimated Total Needed	\$18.6M	\$73.2M	\$153.6M	\$236.1M
Current Available Funding	\$21.5M	\$29.5M	\$37.5M	\$45.5M
Gap	\$0	(\$43.7M)	(\$116.1M)	(\$190.6M)

This table assumes that all of the available Measure O funds will be directed towards this work starting Fiscal Year 21-22. Doing so would require either (i) shifting to the General Fund all the other programs, projects and staffing currently paid for by Measure O, or (ii) eliminating them. Funding sources outside of RMRA and Measure O will need to be identified in order to bridge the funding gap and increase the average PCI. Additionally, depending on the PCI level that Council identifies as the target, there are additional resources that may be necessary to streamline the process and expedite the completion of the construction phase of street rehabilitation and maintenance as well as alley reconstruction. The additional resources needed to meet Council's PCI goal include additional staffing and securing an on-call street resurfacing contract.

Therefore, Staff is recommending City Council approval to enter into two on-call construction contracts:

1. One contract to provide as-needed street resurfacing construction services for arterials, collectors, and residential streets on an on-call basis; and
2. A second contract to provide as-needed alley repair and reconstruction services on an on-call basis.

Staff recommends the maximum aggregate dollar amount to be made available under these on-call contracts is \$30

million annually. This amount aligns with the necessary investment to achieve a Citywide PCI of 70 - 75 while also providing necessary preventative maintenance.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct financial impact to receive this report and provide input. Dependent on input and final recommendations to be approved by Council, the following impacts may occur:

1. If Council decides to maintain street pavement conditions at an average PCI level of 65, there is no financial impact associated with this item; or
2. If Council decides to support improving pavement conditions to an average PCI level of 70, it is anticipated this will cost an additional \$43.7M over the next three years (\$14.6M annually). This amount can be covered entirely by Measure O funds; or
3. If Council decides to support improving pavement conditions to an average PCI level of 75, it is anticipated this will cost an additional \$116.1M over the next five years (\$23.2M annually). Approximately \$80M of that can be covered by Measure O funds and the remaining \$36.1M would be covered by the General Fund.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 27, 2021 to recommend for Council approval to identify funding to support improving pavement conditions to an average PCI level of 70.

The Measure "O" Citizen Oversight Committee voted 9-0 on April 28, 2021 in favor of supporting funding to improve pavement conditions to an average PCI level of 70.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Pavement Management Update for Council



Pavement Management Update

City Council
May 18, 2021

Tatiana Arnaout , City Engineer



That the City Council receive a report on the Pavement Management Program, provide input and direct staff to either:

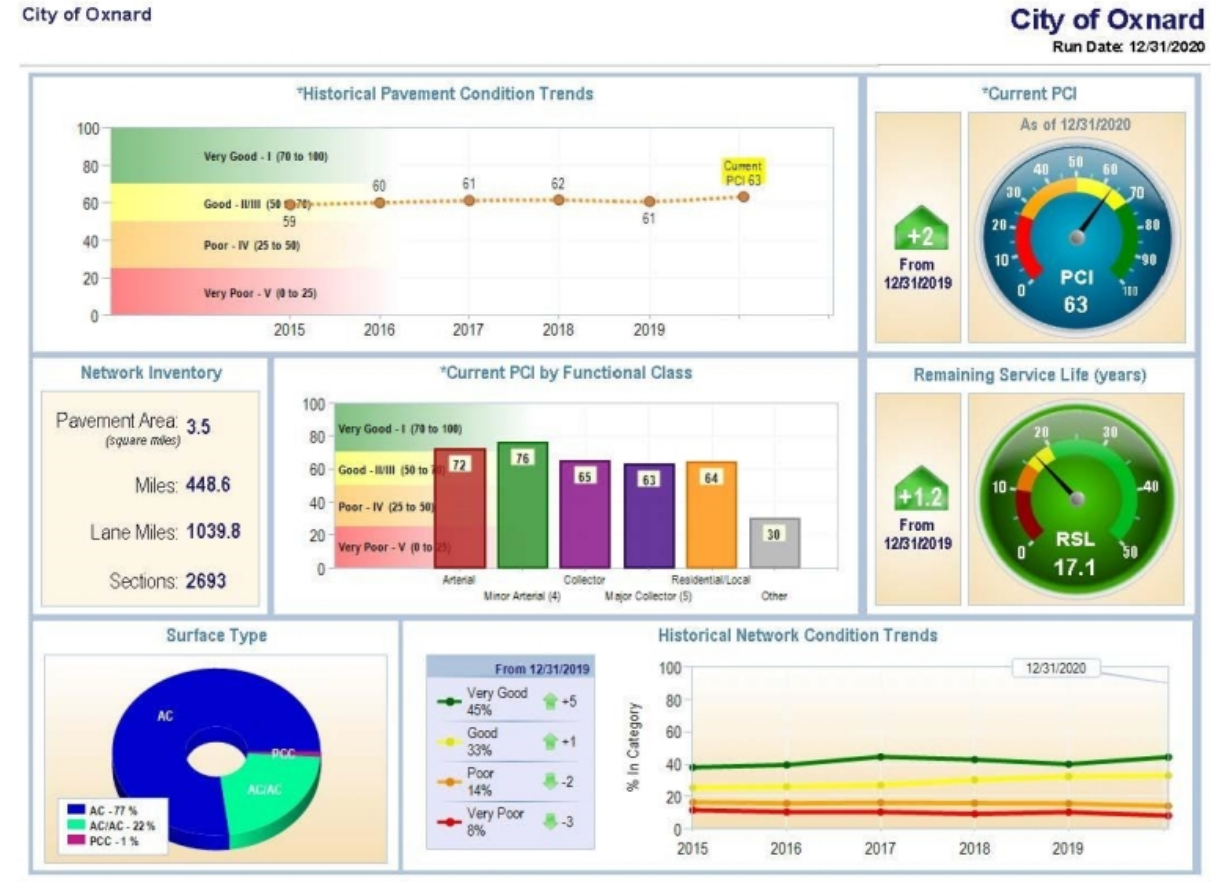
1. Fund ongoing street pavement conditions at an average Pavement Condition Index (PCI) level of 65. This can be achieved within the current budget, no additional funding required; or
1. Identify funding to support improving pavement conditions to an average PCI level of 70. It is anticipated this will cost an additional \$43.7M over the next three years (\$14.6M annually); or
1. Identify funding to support improving pavement conditions to an average PCI level of 75. It is anticipated this will cost an additional \$116.1M over the next five years (\$23.2M annually).

The City uses StreetSaver as the Pavement Management System (PMS) used to:

- Track inventory, store work history, and estimate cost
- Identify candidate streets for potential repair and maintenance

Street inspections are performed on a three-year rotation by consultants:

- 1/3 of residential and collector streets inspected each year
- 100% of arterial roads inspected each year



Sample StreetSaver
Dashboard

The consultants use a variety of measurements to determine the Pavement Condition Index (PCI) including:

- How many cracks there are in a mile of pavement
- How deep and long those cracks are
- What the crack pattern is
- What percentage of a road segment displays deficiencies

Public Works reviews this information and considers:

- How the timing of street repairs matches with pipe replacement needs, and
- How can the streets be grouped to maximize cost effectiveness and efficiency

This analysis is used to create our Pavement Management Program (PMP) and recommendation for projects

Very Good-Excellent (PCI = 80-100)	Pavements are newly constructed or resurfaced and have few if any signs of distress.
Good (PCI = 70-79)	Pavements require mostly preventive maintenance and have only low levels of distress, such as minor cracks or spalling, which occurs when the top layer of asphalt begins to peel or flake off as a result of water permeation.
Fair (PCI = 60-69)	Pavements at the low end of this range have significant levels of distress and may require a combination of rehabilitation and preventive maintenance to keep them from deteriorating rapidly.
At Risk (PCI = 50-59)	Pavements are deteriorated and require immediate attention including rehabilitative work. Ride quality is significantly inferior to better pavement categories.
Poor (PCI = 25-49)	Pavements have extensive amounts of distress and require major rehabilitation or reconstruction. Pavements in this category affect the speed and flow of traffic significantly.
Failed (PCI = 0-24)	Pavements need reconstruction and are extremely rough and difficult to drive.

PCI Chart

City Street System Breakdown

Classification	Lane Miles	Percent of System	Average PCI
Arterial	299.00	28.6%	73
Collector	110.38	12.0%	64
Residential	495.38	51.7%	64
Alley	131.55	7.7%	24
Totals	1,036.31	100%	64*

*PMP last updated January 2021

Pending Projects

No.	Project	Current Avg PCI	Estimated Total Cost	Anticipated Completion Date
1	Rice Avenue (Stop Gap)	19	\$1.4M	4/2021
2	Bryce Canyon South Neighborhood	45	\$2.3M	9/2021
3	Fremont North Neighborhood	44	\$2.4M	9/2021
4	Alley Reconstruction	24	\$5.9M	1/2022
5	La Colonia Neighborhood	31	\$2.8M	3/2022
6	Residential Neighborhoods - Various	25	\$2.8M	4/2022
7	East Gonzales Road	60	\$1.3M	5/2022
8	Rice Ave Commercial Neighborhood	38	\$3.8M	5/2022
9	West Gonzales Road	61	\$1.1M	6/2022
10	Teal Club Road	25	\$0.6M	6/2022



Measure O
A Safer, Stronger Oxnard

Measure O is a voter approved ½ cent general sales tax created to provide protection and maintenance of vital City services, including rehabilitation of streets.

Measure O brings in approximately \$16M on average in revenue for the City of which \$1.66M is dedicated annually for debt service for the street resurfacing bond which is set to expire in June of 2029.

Measure O is set to sunset in March of 2029.

Measure N was passed by voters in November of 2020 which implements specific requirements on Measure O revenue tied to the overall conditions of streets and alleys. See below:

65	Reach PCI of at least 65 by September 30, 2022	If <u>not</u> met, Measure O would expire on March 31, 2023
70	Reach PCI of at least 70 by September 30, 2024	If <u>not</u> met, Measure O would expire on March 31, 2025
75	Reach PCI of at least 75 by September 30, 2026	If <u>not</u> met, Measure O would expire on March 31, 2027
80	Reach PCI of at least 80 by September 30, 2028	If <u>not</u> met, Measure O would expire on March 31, 2029

City Council could extend Measure O's termination for additional five-year periods if average PCI for **streets and alleys** was at least **80**.

Funding Source	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Street Maintenance	\$8.2M	-	-	-	-	-	-	-
Measure O (2014 Lease Revenue Bond)	\$3.0M	\$1.0M	-	-	-	-	-	-
HERO	\$2.5M	-	-	-	-	-	-	-
RMRA	-	\$6.8M	\$4.0M	\$4.0M	\$4.0M	\$4.0M	\$4.0M	\$4.0M
Total	\$13.7M	\$7.8M	\$4.0M	\$4.0M	\$4.0M	\$4.0M	\$4.0M	\$4.0M

Anticipated Investment

	Reach PCI 65 By Sept 30, 2022	Reach PCI 70 By Sept 30, 2024	Reach PCI 75 By Sept 30, 2026	Reach PCI 80 By Sept 30, 2028
Measure O Expiration (if PCI is met)	Measure O <u>expires</u> March 31, 2025	Measure O <u>expires</u> March 31, 2027	Measure O <u>expires</u> March 31, 2029	Measure O <u>can be extended</u> for 5-year periods*
Estimated Total Needed	\$18.6M	\$73.2M	\$153.6M	\$236.1M
Current Available Funding	\$21.5M	\$29.5M	\$37.5M	\$45.5M
Gap	\$0	(\$43.7M)	(\$116.1M)	(\$190.6M)

*As long as PCI of 80 is maintained

Investment vs. Return

	Reach PCI 65 By Sept 30, 2022	Reach PCI 70 By Sept 30, 2024	Reach PCI 75 By Sept 30, 2026	Reach PCI 80 By Sept 30, 2028
Gap	\$0	(\$43.7M)	(\$116.1M)	(\$190.6M)
Investment from Measure O	\$0	\$43.7M	\$80M	\$112M
Investment from General Fund	\$0	\$0	\$36.1M	\$78.6M
Net Benefit from Measure O	+\$16M	+\$4.3M	\$0	\$0

Note: This anticipates majority of future Measure O revenue would be diverted to street rehabilitation.

	Reach PCI 65 By Sept 30, 2022	Reach PCI 70 By Sept 30, 2024	Reach PCI 75 By Sept 30, 2026	Reach PCI 80 By Sept 30, 2028
Resources Needed to accomplish goals:	Can be accomplished with current staffing	- Need 1 FTE (1 Project Manager) - Secure on-call street resurfacing contract	- Need 3 FTE (2 Project Managers + 1 Assistant Civil Engineer) - Secure on-call street resurfacing contract	- Need 5 FTE (3 Project Managers + 1 Assistant Civil Engineer + 1 Junior Civil Engineer) - Secure on-call street resurfacing contract

Staff is recommending City Council approval to enter into two on-call construction contracts:

1. One contract to provide as-needed street resurfacing construction services for arterials, collectors, and residential streets on an on-call basis; and
1. A second contract to provide as-needed alley repair and reconstruction services on an on-call basis

Staff recommends that the maximum aggregate dollar amount to be made available under these on-call contracts is **\$30,000,000 annually**.

This amount aligns with the necessary investment to achieve a Citywide PCI of **70 - 75** while also providing necessary preventative maintenance.

1. Identify available funding for street work to meet gap
1. Identify appropriate PCI/funding level
1. Expedite new on-call street resurfacing construction contracts
1. Increase staffing (as identified to match desired PCI)
1. Standard plans update presented to Council in the Fall
1. Establish moratorium to protect our investments

There is no direct financial impact to receive this report and provide input. Dependent on input and final recommendations to be approved by Council, the following impacts may occur:

1. If Council decides to maintain street pavement conditions at an average PCI level of 65, there is no financial impact associated with this item; or
1. If Council decides to support improving pavement conditions to an average PCI level of 70, it is anticipated this will cost an additional \$43.7M over the next three years (\$14.6M annually). This amount can be covered entirely by Measure O funds; or
1. If Council decides to support improving pavement conditions to an average PCI level of 75, it is anticipated this will cost an additional \$116.1M over the next five years (\$23.2M annually). Approximately \$80M of that can be covered by Measure O funds and the remaining \$36.1M would be covered by the General Fund.



Questions?





CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. N.5

DATE: May 18, 2021
TO: City Council
FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org
SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2021-2026. (0/10/10)

RECOMMENDATION

That the City Council:

1. Approve and authorize the Fiscal Year 2021-22 projects to be selected from the Proposed 2021-2026 City of Oxnard Five Year Capital Improvement Program; and
2. Adopt the 2021-2026 City of Oxnard Five Year Capital Improvement Program.
(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/cpwS-YWiLC0>

BACKGROUND

The purpose of a capital improvement program (CIP) is to provide an overview of the City's current and reasonably anticipated construction and repair needs over the next five years. The City's CIP contains projects to restore city facilities, and each project must have a cost of \$100,000 or more, including design, environmental review, and construction. The CIP currently has approximately 150 projects listed, and the total cost of all projects, not including prior appropriations, is approximately \$560 million. The CIP does not address maintenance activities, which are included in operation and maintenance budgets, or the rehabilitation of all of the City's assets; repairs to a city's fleet, for example, are not typically included in a CIP. Examples of projects included in the CIP are:

- Construction and major alterations of buildings
- Information technology (IT) hardware (but not software)
- Pipeline replacement
- Playground structure replacement
- Street rehabilitation
- Traffic signal hardware installation
- Wastewater Treatment Plant electrical work

Planning over a five-year horizon is critical for budgeting resources – both human and financial. Adopting a CIP allows staff to schedule projects according to anticipated revenues and workload capacity. This also makes the Council's priorities clear to staff as grant opportunities arise. A CIP is a five-year projection and plan. It is possible that next year there may be delays in planned projects or that new projects could be added as unforeseen circumstances arise.

Challenges

The City faces a number of challenges when it comes to maintaining our assets.

- **Aging Infrastructure:** The City of Oxnard is over 100 years old, and much of our infrastructure is old. Roads, storm drains, utilities and buildings all have a limited service life. The City's assets have aged but funding has not been reinvested to keep our assets in good condition.
- **Competing Costs:** The City has grown during its lifetime and, thus, has required increases in City services, especially in the areas of public safety, and an expansion of public infrastructure. These costs compete with each other for funding.
- **Deferred Maintenance:** Past budgets have not kept up with maintenance and replacement of the City's physical assets. Repairs and replacement of buildings, vehicles and equipment are being addressed on an emergency basis. This is not cost effective.
- **Unassessed Capital Deficiencies:** An inventory of the condition of the City's physical assets is needed to identify all capital needs. Many of these assets have surpassed their useful lives but are still in service. The inventory will identify the physical condition of each asset and will recommend maintenance or replacement.
- **Lack of dedicated funding:** Capital improvements are financed using cash (pay-as-you-go), borrowing or grants. Plans and strategies for financing capital projects are needed. Future budgets will have to address the needs for capital dollars as well as maintenance funds to preserve the City's assets and extend their useful service lives.

Project Prioritization

Since there are more needs than there is funding to meet those needs, projects must be prioritized. Staff prioritized as follows:

- **Priority 1 (Health and Safety):** These projects are needed to maintain or improve human health or safety. An example is the Rice Avenue and Fifth Street Railroad Grade Separation project. This location has a history of vehicle versus train collisions, and this project will eliminate that potential. Certain projects that keep the Wastewater Treatment Plant from malfunctioning are related to health, as untreated sewage can lead to critical impacts. Some of the Fire and Police projects fall into this category as well.
- **Priority 2 (Asset Preservation):** These projects are needed to maintain or protect our existing assets. An example are the street paving projects. Our pavement management program aims to pave our poorest condition and arterial roads first. Waiting until the pavement fails is much more costly.
- **Priority 3 (New or Expanded Services):** These are projects that create something new, like a new park, or increase the capacity of existing facilities, like large water or sewer lines.

Within these priorities, staff also considered:

- **Grant Funding:** If there is already grant funding available, there is a deadline for constructing the project. We never want to lose money, so these projects are given priority over projects for which the only funding source is General Fund.
- **Urgency:** Priority 2 (Asset Preservation) is a large category, but some of these projects are more urgent than others. An example would be sewer manholes. Over time, sewer gases like hydrogen sulfide eat away at the concrete and steel in the structure, and the manholes need to be replaced.
- **Staff Capacity:** Even if there were enough money to complete all of these projects, there would not necessarily be enough staff to manage all projects. Once projects were prioritized, the list of projects was balanced against available staff resources, also taking into consideration what contract services could be enlisted to complete each project.
- **Project Balance:** There are needs all over the City. The City cannot just focus on roads and let buildings fall apart or favor Fire Department projects over Police Department projects. Some consideration must be given to

balancing competing concerns.

The CIP Development Process

Staff navigated a rigorous process to prepare the CIP, as follows:

1. Departments identified necessary capital improvements and submitted those to the CIP working group. The departments clarified the requested scope of work, and Public Works staff confirmed the requested repair or change would be the right fix for the problem.
2. Staff reviewed projects for conformity with the General Plan and other needs assessments. For example, bicycle facility projects need to be in conformance with the Bicycle and Pedestrian Master Plan.
3. Staff verified cost estimates and determined priorities for funding. Public Works staff developed independent cost estimates to ensure the accuracy of the provided estimates.
4. Staff updated the introductory portion of the CIP document to give a broad overview of the proposed projects in a greater context of City needs.
5. Staff presented the CIP projects to the Planning Commission on March 18th, 2021. In accordance with Section 65401 of the Government Code, the Planning Commission found all new CIP projects to be in conformance with both the City of Oxnard 2030 General Plan and the City of Oxnard Local Coastal Plan. The Planning Commission's adopted resolution making this finding is attached to this staff report. Presenting to this Committee is the sixth step in this process, and if so recommended, the final step will be to present the CIP to the City Council for adoption.

DISCUSSION

The CIP explains where the City is in terms of many assets and needs, what a capital program and project are, how projects were selected and prioritized, and how projects are financed. The document highlights examples of projects by funding source, Council district and fiscal year. All projects are sorted in the appendices in the following ways:

- By fiscal year, then funding source
- By fiscal year, then by district
- By fiscal year alone
- By fiscal year, then by priority

The projects are organized into six categories: buildings, information technology (IT), parks and open space, seawalls, transportation and drainage, and utilities. Each category has a different icon on the top right of the project sheets and a related color. Within each category, the projects are listed alphabetically. The project sheets include, per project:

- The project title
- Location
- Council district(s) impacted (or a project may have citywide benefit)
- Project description
- Purpose and need
- Relevant category and goal of the General Plan
- Fiscal years the project will span
- Funding source and cost estimate
- Priority level
- Name, photo and contact information for the Project Manager

The task of the Public Works and Transportation Committee was to recommend, and later the Council to determine, which CIP projects should be funded in which fiscal year. Though this is a five-year CIP, the only projects that the Committee has recommended, and the Council is approving for funding, are those in 2021-22. The projects' identified funding for FY 2021-22 will be integrated into the City's 2021-22 budget, see Attachment A. Projects in subsequent fiscal years will return for funding consideration in future annual CIP documents.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct fiscal impact with the adoption of the Proposed 2021-2026 Five-Year CIP. The CIP provides a full fiscal presentation of capital projects planned to be undertaken in the next five (5) years, provided funding is available. The projects that Council identify and approve to be adopted in the CIP for FY 2021-22 will be presented for adoption during the City's budget approval process in June.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on April 27, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Resolution No. 2021-06_ CIP 2021-2026
2. Capital Improvements Program – DRAFT (placeholder)
3. Attachment A - CIP - Fiscal Year 2021-2022 Listing of Projects
4. CIP 2021-2026 Presentation Council

RESOLUTION NO. 2021-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD FINDING THAT ALL OF THE PROJECTS IN THE PROPOSED 2021-2026 CITY OF OXNARD FIVE YEAR CAPITAL IMPROVEMENT PROGRAM ARE IN CONFORMITY WITH THE 2030 GENERAL PLAN AND COASTAL LAND USE PLAN

WHEREAS, the Oxnard Planning Commission approved a Resolution on May 7, 2020, finding that the projects listed in the 2020-2025 City of Oxnard Five Year Capital Improvement Program (the “2020-2025 CIP”) were in conformity with the City’s 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the Oxnard City Council adopted that CIP on June 16, 2020; and

WHEREAS, the Oxnard Planning Commission approved a Resolution on February 18, 2021, finding that the projects listed in the Amended 2020-2025 CIP were in conformity with the City’s 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the Oxnard City Council adopted that Amended 2020-2025 CIP on March 16, 2020; and

WHEREAS, the City of Oxnard proposes to adopt the 2021-2026 City of Oxnard Five Year Capital Improvement Program (the “2021-2026 CIP”); and

WHEREAS, the 2021-2026 CIP is designed to serve as both a financial and project planning document; and

WHEREAS, Government Code Section 65401 requires that the Planning Commission review all capital projects that will be planned, initiated or constructed during the ensuing fiscal years for conformity with the General Plan and Local Coastal Land Use Plan; and

WHEREAS, Government Code Section 65402 requires that real property acquisition or disposition, street vacation or abandonment, public building or structure construction be consistent with the General Plan and Local Coastal Land Use Plan as to location, purpose and extent; and

WHEREAS, the 2021-2026 CIP identifies various potential public projects, which are consistent with the 2030 General Plan and Local Coastal Land Use Plan; and

WHEREAS, the 2021-2026 CIP adds twenty-four (24) projects that were not previously included in the 2020-2025 CIP or Amended 2020-2025 CIP; and

WHEREAS, the 2021-2026 CIP General Plan and Coastal Land Use Plan conformity determination report is not a “project” subject to review under the California Environmental Quality Act (CEQA) because it can be seen with certainty pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378(b)(4) that there is no possibility that a determination of General Plan and Local Coastal Land Use Plan consistency report may have a significant impact on the environment as the proposed 2021-2026 CIP is a government funding document that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and

WHEREAS, as required by CEQA, environmental review will be conducted prior to construction of the individual projects identified within 2021-2026 CIP. Any required environmental documents will be prepared pursuant to CEQA as part of project permit processing or at any other point in time as required by CEQA.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard reviewed the proposed 2021-2026 CIP and finds that all of the projects within that 2021-2026 CIP conform with the 2030 General Plan and Local Coastal Land Use Plan.

PASSED, APPROVED and ADOPTED by they Planning Commission of the City of Oxnard on this 18th day of March, 2021, by the following vote:



Deidre Frank, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 18th day of March 2021, and carried by the following vote:

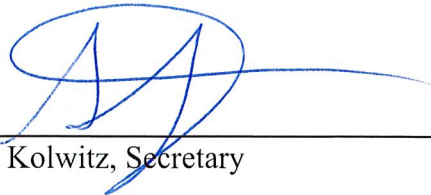
AYES: Commissioners: Frank, Sanchez, Arruejo, Chavez, Lopez, Meyer

NOES: Commissioners:

ABSENT: Commissioners:

ABSTAIN: Commissioners:

RECUSED: Commissioners:



Scott Kolwitz, Secretary

2021-2026 Capital Improvements Program – DRAFT:

https://www.oxnard.org/wp-content/uploads/2021/04/CIP-2021-2026_DRAFT_For-PWTC.pdf

Attachment A**Five Year Capital Improvement Program for Fiscal Years 2021-2026****Fiscal Year 2021-2022 Listing of Projects****Buildings**

Project Name	Current Status	CIP Page No.
City Hall HVAC & EMS	Planning	39
Civic Center West Wing Building Improvements	Planning	41
Council Chambers Remodel	Design	42
Finance Department Remodel	Construction	44
Fire Station Alerting System Replacement	Bid	46
Navigation Center	Design	50
Oxnard Transit Center Improvements	Design	53
Police Station Emergency Backup Generator	Planning	55
Public Restroom Improvements	Planning	56
River Ridge Clubhouse Roofing Improvements	Planning	57
Roof Replacement - Colonia Park Basketball Gym and Youth Center	Bid	58
Roof Replacement - PACC Ventura/Oxnard Rental	Design	59
Roof Replacement - South Oxnard Center	Design	60
Roof Replacement - Sturgis Annex	Design	61
Roof Replacement - Various Facilities	Planning	62
Roof Replacement - Wilson Senior Center Complex	Design	63
South Oxnard Center MPE Upgrade	Design	65

Information Technology

Project Name	Current Status	CIP Page No.
Ormond Beach Commercial Area Fiber Expansion	Design	72
Perkins Road Fiber Expansion	Design	73

Parks & Open Space

Project Name	Current Status	CIP Page No.
Campus Park Activation	Design	76
Central Park Fountain Control Room Renovation	Design	77
Community Center East Park Improvements - Phase I	Bid	78
Cypress (Garden City Acres) Park Improvements	Bid	81
Del Sol Park Improvements Phase I	Design	79
Oxnard Trail Light Replacement Phase II	Design	84
Playground Replacement	Planning	86
Seabridge Light Replacement	Planning	88
Seaview Park Improvements	Design	89
Southbank Park Improvements	Construction	90

Seawalls		
Project Name	Current Status	CIP Page No.
Mandalay Bay Seawalls	Design	94

Transportation & Drainage		
Project Name	Current Status	CIP Page No.
4th Street Mobility Improvements	Planning	95
Adaptive Traffic Signals	Design	96
Arterial Street Resurfacing	Design	97
Bicycle & Pedestrian Facilities	Design	98
Bryce Canyon South Neighborhood Street Resurfacing	Construction	109
C Street Bicycle Facilities Installation	Bid	99
Citywide Alley Resurfacing	Design	100
Citywide Intersection Improvements	Planning	101
Cypress Railroad Crossing Upgrade	Planning	102
Edison Canal Bridge Rehabilitation	Design	103
Etting Road Bicycle & Pedestrian Facilities Installation	Design	104
Five Points Intersection Traffic Signal Rehabilitation	Planning	106
Fremont North Neighborhood Street Resurfacing	Construction	109
La Colonia Green Alleys	Design	107
La Colonia Neighborhood Street Resurfacing	Design	109
Mandalay Bay Bridge Rehabilitation	Design	108
Neighborhood Street Resurfacing	Design	109
Ormond Beach Neighborhood Street Resurfacing	Design	110
Oxnard Boulevard & Saviers Road Signal Improvements	Design	111
Oxnard Boulevard Bicycle Facilities Installation	Design	112
Oxnard Trail Class I Bike Path Camino Del Sol to Cooper Road	Design	113
Oxnard Trail Class I Bike Path Cooper Road to 2nd Street	Planning	114
Perkins Road Parking Lot Improvements	Design	116
Ramona Preschool Pedestrian Crossing Enhancements	Planning	117
Rice Avenue & Fifth Street Railroad Grade Separation	Design	118
Rose Avenue Sidewalk Installation	Design	119
Safe Routes to School Safety and Enhancements	Planning	120
Stormwater Catch Basins Full Capture Devices Installation	Planning	122
Stormwater Conveyance Improvements along Oxnard Bl	Planning	123
Traffic Signal Modernization	Design	125
Traffic Signal Modifications	Design	126
US 101/Del Norte Interchange Upgrade	Planning	128
Ventura Boulevard Sidewalk - Rose Avenue to Balboa St	Design	129
Water Campus Paving	Bid	130

Utilities		
Project Name	Current Status	CIP Page No.
Environmental Resources: Compressed Natural Gas Facility Construction	Planning	131
Environmental Resources: Truck Weigh Scale Replacement	Bid	133
Recycled Water: Aquifer Storage and Recovery (ASR) Completion	Construction	136
Recycled Water: AWPf Total Organic Carbon (TOC) Analyzer	Design	141
Wastewater Collection: Central Trunk Sewer Manhole Replacement - Phase I	Construction	144
Wastewater Collection: Lift Station Improvements	Planning	145
Wastewater Collection: Lift Station No. 28 (old) Demolition	Design	146
Wastewater Collection: Sewer Manhole Rehabilitation and Replacement	Planning	149
Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	Design	150
Wastewater OWTP: Effluent Pump Station Improvements	Planning	153
Wastewater OWTP: Electrical Improvements	Bid	154
Wastewater OWTP: Electrical Vault & Conduit Rehabilitation	Design	155
Wastewater OWTP: Headworks Variable Frequency Drives (VFD) Replacement	Bid	156
Wastewater OWTP: Maintenance Building Expansion	Planning	157
Wastewater OWTP: Motor Control Center (MCC) Construction	Bid	158
Wastewater OWTP: New Maintenance Storage Building	Bid	159
Wastewater OWTP: Primary Clarifiers and Activated Sludge Improvements	Design	161
Wastewater OWTP: Reliability Improvements	Bid	162
Wastewater OWTP: Site Security Improvements	Bid	163
Wastewater OWTP: System SCADA Improvements	Bid	164
Water Campus: Security Improvements	Design	165
Water Distribution: Arterial Street Cast Iron Pipe Replacement	Design	166
Water Distribution: Automated Meter Infrastructure Replacement	Bid	168
Water Distribution: CMWD Transmission Main	Planning	169
Water Distribution: Fire Flow Upgrade	Planning	170
Water Distribution: Hobson Park East Neighborhood Cast Iron Pipe Replacement	Planning	171
Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II	Construction	172
Water Distribution: Kamala Park Neighborhood Cast Iron Pipe Replacement	Planning	173
Water Distribution: La Colonia Neighborhood Cast Iron Pipe	Construction	174
Water Distribution: Neighborhood Cast Iron Pipe Replacement	Design	174
Water Production: Blending Station 1 ATS and Panel Replacement	Design	176
Water Production: Blending Station Upgrades	Planning	178
Water Production: Desalter Upgrades and Brine Minimization	Design	180
Water Production: System SCADA Improvements	Design	181

ADOPTION OF THE CITY OF OXNARD CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2021-2026

City Council
May 18, 2021

Tatiana Arnaout
City Engineer



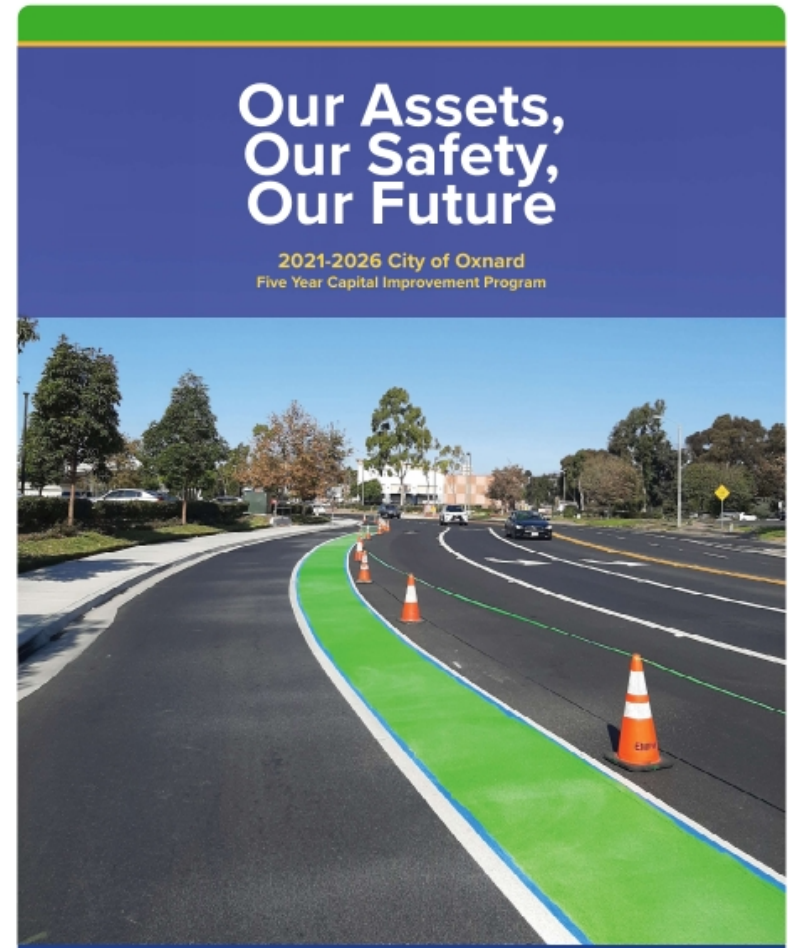
RECOMMENDATION

That the City Council approve and authorize:

1. The Fiscal Year 2021-22 projects to be selected from the Proposed 2021-2026 City of Oxnard Five Year Capital Improvement Program; and
1. Adopt the 2021-2026 City of Oxnard Five Year Capital Improvement Program.

PURPOSE

1. Overview of the Capital Improvement Program (CIP)
1. Summary of CIP Fiscal Years (FY) 2021-26 New Projects
1. Accomplishments of FY 2020-21 CIP



WHAT IS A CAPITAL IMPROVEMENT PROGRAM (CIP)?

CIP is the City's plan - in this case for 5 years - to build or restore our facilities. The CIP does not address maintenance work.

Examples of projects include:

- Construction and major alterations of buildings
- Information technology (IT) hardware
- Pipeline replacement
- Playground structure replacement
- Street rehabilitation
- Traffic signal hardware installation
- Wastewater Treatment Plant electrical work

WHAT PROJECTS QUALIFY?

In order for a project to qualify for the CIP, it must meet the following two criteria:

It consists of construction, erection, alteration, renovation, improvement, demolition or repair work involving any City-owned facility

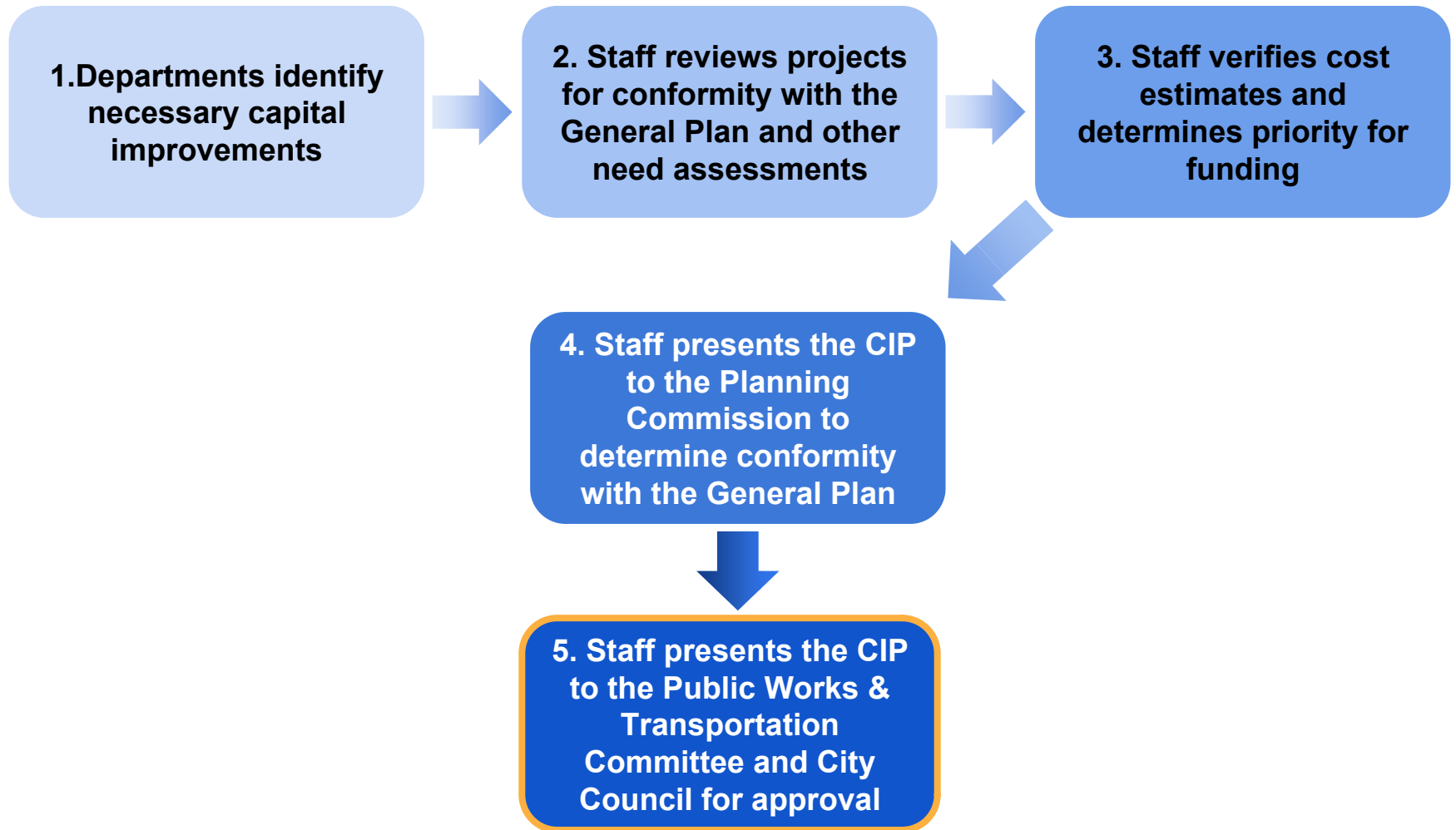
and

It is a project that costs at least **\$100,000**

Note:

Studies and rolling equipment purchases do not qualify under the CIP.

THE CIP PROCESS



CIP ORGANIZATION

CIP highlights examples of projects by funding source, Council district and fiscal year. All projects are sorted in the appendices by:

- By fiscal year, then funding source
- By fiscal year, then by district
- By fiscal year alone
- By fiscal year, then by priority

Projects are organized into six categories:

1. Buildings
2. Information technology (IT)
3. Parks and open space
4. Seawalls
5. Transportation and drainage
6. Utilities

CIP PROJECT SHEET LAYOUT

The project sheets include:

1. The project title
2. Location
3. Council district(s) impacted (or a project may have citywide benefit)
4. Project description
5. Purpose and need
6. Relevant category and goal of the General Plan
7. Fiscal years the project will span
8. Funding source and cost estimate
9. Priority level
10. Name, photo and contact information for the Project Manager

OXNARD *Preserving the City's Assets*

Capital Improvement Program 2021-26 113

Oxnard Trail Class I Bike Path Camino Del Sol to Cooper Road

Transportation &
Drainage



Oxnard Boulevard from Camino Del Sol to Cooper Road

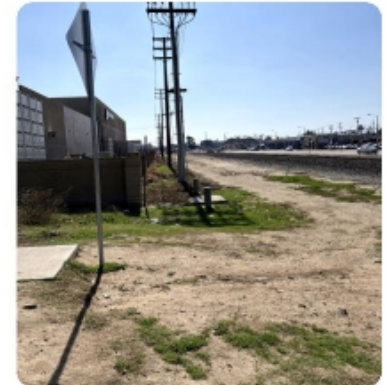
Council District(s): 3

Project Description:

Install new Class I Bike Path to close the Oxnard Trail gap alongside the Union Pacific Railroad between the community garden at Camino Del Sol to Cooper Road. Project also includes signage, striping, and ADA improvements.

Purpose and Need:

Provide bicycle facilities identified in the City's Bicycle and Pedestrian Facilities Master Plan and improve convenience and safety for bicyclists and pedestrians.



General Plan Consistency:

Category: Infrastructure and Community Services

Goal#: ICS- 8

Safe bicycle and pedestrian circulation throughout the City.

Funding Source

Fund Type	Fund Amount
Transportation Grant-State	\$762,000

Fiscal Years:

FY2021-22 FY2022-23 FY2023-24

TOTAL* \$762,000

* Previously Appropriated: \$153,861



Responsible Staff Member:

Debbie O'Leary

Title: Transportation Planner

Phone: (805) 200-5283

Email: debbie.oleary@oxnard.org

Funding Priority Level



Asset Preservation

Role of Public Works & Transportation Committee

The task of the Public Works and Transportation Committee is to recommend, and later the Council to determine, which CIP projects should be funded in which fiscal year.

The only projects that the Committee is recommending, and the Council is approving for selection for funding, are those in FY 2021-22.

FY 2021-26 CIP NEW PROJECTS



FY 2021-26 CIP NEW PROJECTS

BUILDINGS

Project Title	2021-26 CIP Page
Oxnard Aquatic Center	51
Public Restroom Improvements	56
Senior Center at 5th & Patterson	64
South Oxnard Senior Center: Tenant Improvements	66
Wilson Senior Center: Tenant Improvements	67



South Oxnard Senior Center:
Tenant Improvements

PARKS & OPEN SPACE

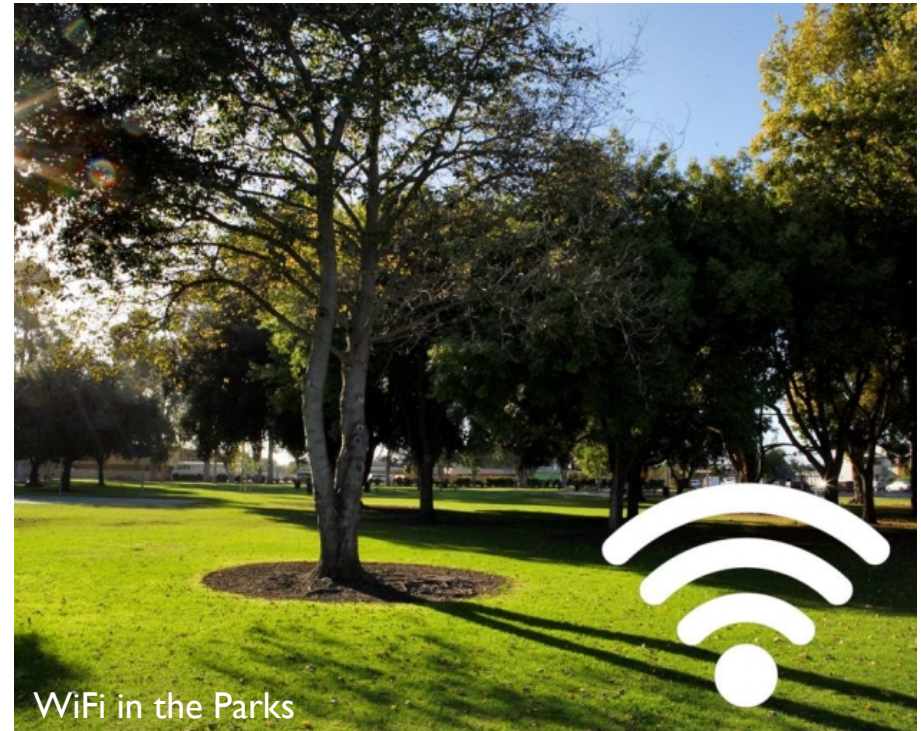


Project Title	2021-26 CIP Page
Oxnard Trail Light Replacement Phase II	84

FY 2021-26 CIP NEW PROJECTS

INFORMATION TECHNOLOGY

Project Title	2021-26 CIP Page
WiFi in the Parks	75



TRANSPORTATION & DRAINAGE



Project Title	2021-26 CIP Page
Citywide Intersection Improvements	101
Cypress Road Railroad Crossing Upgrade	102
Five Points Intersection Modernization	105
Five Points Intersection Traffic Signal Rehabilitation	106
Oxnard Trail Class I Bike Path Camino Del Sol to Cooper Road	113

FY 2021-26 CIP NEW PROJECTS

TRANSPORTATION & DRAINAGE

Project Title	2021-26 CIP Page
Oxnard Trail Class I Bike Path Cooper Road to 2nd Street	114
Ramona Preschool Pedestrian Crossing Enhancements	117
Safe Routes to School Safety and Enhancements	120
Stormwater Conveyance Improvements along Oxnard Boulevard	123
US 101/Del Norte Interchange Upgrade	128



UTILITIES



Project Title	2021-26 CIP Page
Environmental Resources: Tenant Improvements	134
Wastewater OWTP: Effluent Pump Station Improvements	153
Wastewater OWTP: Maintenance Building Expansion	157
Wastewater OWTP: Plant Control Center Locker Room Remodel	160
Water Distribution: CMWD Transmission Main	169
Water Production: Blending Station 1 ATS and Panel Replacement	176

UNDERFUNDED CAPITAL NEEDS

- Citywide Street Improvements
- Citywide Alley Reconstruction
- Stormwater System Upgrades
- Citywide Facility Repairs
- Citywide Park Playground, Restroom, and Sport Court Improvements



CHALLENGES

- Limited resources across various city departments that affect workflow
- Anticipated increase in workload due to Measure E
- Construction delays due to material shortages
- Increase in construction costs

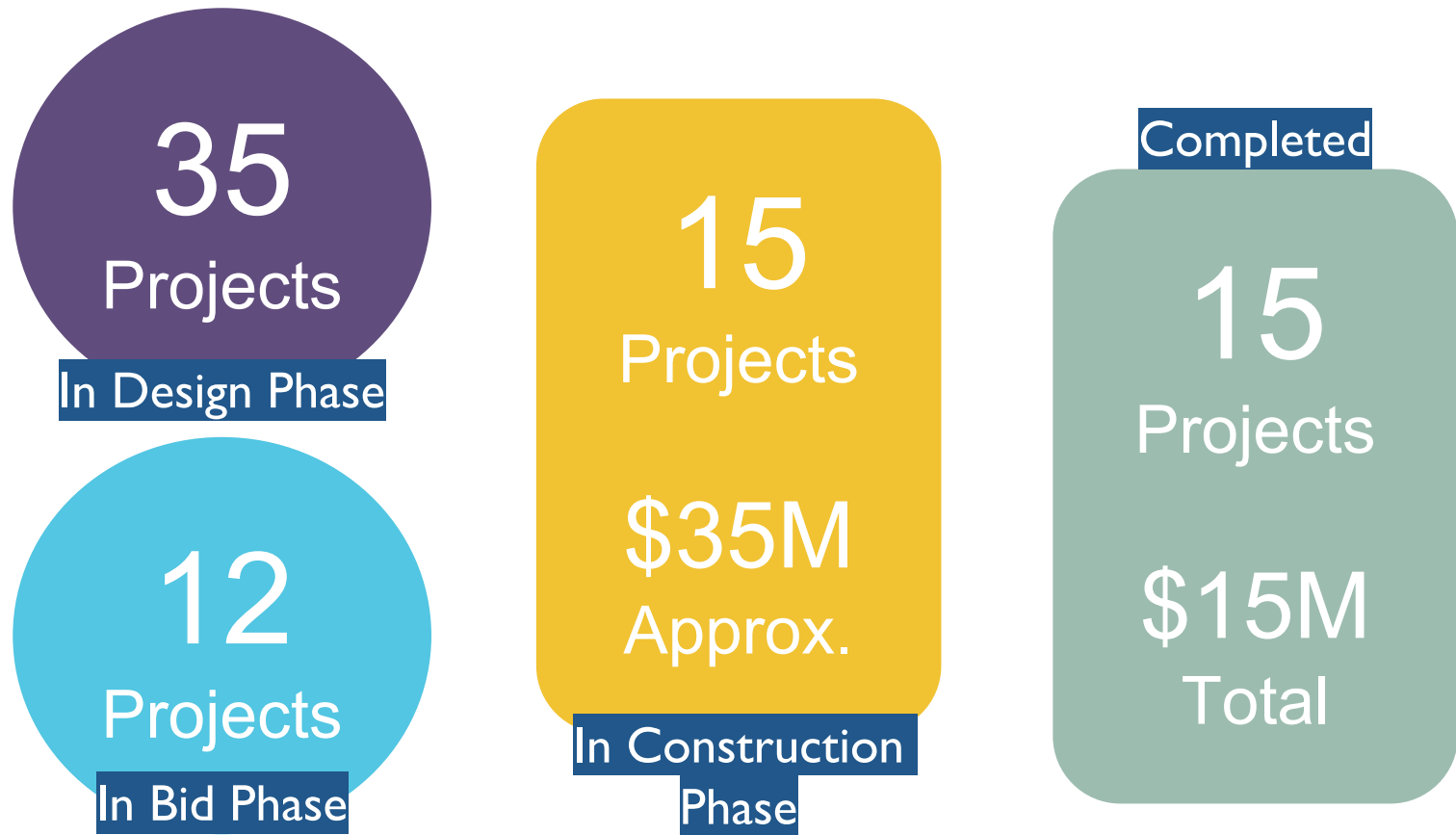


RESOURCES NEEDED

- On-call construction contracts:
 - Street Resurfacing
 - Alley Reconstruction
 - Roof Repairs & Replacements
 - Playground Replacements
- Additional staffing & office space



FY 2020-21 ACCOMPLISHMENTS



The following slides will highlight a few completed projects from FY 2020-21 as well as provide the full list of the completed projects.

EXAMPLES OF FY 2020-21 COMPLETED PROJECTS

Project Name: Mandalay Bay Seawall Repairs

Description: Repair 77 pilasters with concrete jackets



EXAMPLES OF FY 2020-21 COMPLETED PROJECTS

Project Name: Street Resurfacing (Various Projects)

Description: Resurfacing and preventative maintenance for 73 lane miles



EXAMPLES OF FY 2020-21 COMPLETED PROJECTS

Project Name: Roof Repair - Del Norte Facility

Description: Roof repair over the office spaces at the Del Norte Regional Recycling and Transfer Station Facility



FY 2020-21 COMPLETED PROJECTS

The following is a list of the projects that were completed:

Category: Buildings	
Project Title	Project Description
Roof Replacement - PAL South Wing	Replace roof on the south wing of the Police Activities League (PAL) Facility

Category: Parks & Open Space	
Project Title	Project Description
Oxnard Trail Light Replacement	Replace lighting infrastructure, upgrade electrical and add community cameras along Oxnard Trail from Entrada Drive to the path adjacent to the Community Garden

FY 2020-21 COMPLETED PROJECTS

Category: Seawalls

Project Title	Project Description
Pilaster Jacket Repairs at Mandalay Bay Seawalls	Repair several concrete pilasters on Boise type walls with a concrete jacket

Category: Transportation & Drainage

Project Title	Project Description
Commercial Area Street Resurfacing	Resurface streets within several commercial areas
Commercial Central Neighborhood Street Resurfacing	Resurface streets within the Commercial Central Neighborhood
Five Points Neighborhood Street Resurfacing	Resurface streets within the Five Points Neighborhood

FY 2020-21 COMPLETED PROJECTS

Category: Transportation & Drainage

Project Title	Project Description
Rice Avenue Street Resurfacing	Stop gap treatment of existing asphalt pavement aiming for a 5-year repair life along Rice Ave between Gonzales Rd and Fifth St
River Ridge Drainage Swale Construction	Construct 900-linear feet of concrete drainage swale to prevent standing water from pooling near the landfill.
Rose Avenue Street Resurfacing	Resurface existing asphalt concrete pavement on Rose Avenue between Fifth Street and Collins Street.
Saviers Road Street Resurfacing	Resurface existing asphalt concrete pavement on Saviers Road between Wooley Road and Pleasant Valley Road

FY 2020-21 COMPLETED PROJECTS

Category: Transportation & Drainage

Project Title	Project Description
Traffic Signal Modernization	Replacement of 31 existing battery backup systems at various signalized intersections.
Vineyard Avenue Resurfacing - Phase II	Resurfacing Vineyard Avenue from the 101 Freeway to Oxnard Blvd
Rose Avenue/Gary Drive New Traffic Signal	Install new traffic signal and pedestrian ADA improvements and crosswalks at the intersection of Rose Avenue & Gary Drive by Oxnard College.
Thin Maintenance Overlay - Phase II	Street resurfacing and preventative maintenance throughout the City

FY 2020-21 COMPLETED PROJECTS

Category: Utilities

Project Title

Project Description

Del Norte Facility Waste Tipping Floor Restoration

Restore approximately 5,000 square feet of specialized, resilient concrete floor space. Due to multiple fires at the facility, the concrete floor has deteriorated more quickly and replacement could not wait for future fiscal years.

Roof Repair - Del Norte Facility

Repair roof over the office spaces in the Del Norte Regional Recycling and Transfer Station

FINANCIAL IMPACT

- No direct fiscal impact with the adoption of the Proposed 2021-2026 Five-Year CIP.
- CIP provides a full fiscal presentation of capital projects planned to be undertaken in next five (5) years, provided funding is available.
- Projects that Council identify and approve to be adopted in the CIP for FY 2021-22 will be presented for adoption during the City's budget approval process in June.

QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.6

DATE: May 18, 2021

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Agreement No. A-8319 with George Hills Company, Inc. for Liability Claims Administration and Adjustment Services (0/10/10)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement No. A-8319 with George Hills Company, Inc. in an amount not to exceed \$1,084,182 for liability claims administration and adjustment services over a five-year term.

(Finance and Governance Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wbvflBBe4GA>

BACKGROUND

Liability claims management is the process of tracking, controlling and resolving claims for damages brought against the City by third parties. Some examples of damages include slip and fall claims, property damage or vehicle damage claims, pothole claims, police liability, and dangerous conditions of public property. Liability claims management includes investigative, adjustment, administrative, subrogation, and legal support services. The City's current agreement with its third party administrator (TPA) for liability claims, Sedgwick, expires on June 30, 2021, after a five-year term.

DISCUSSION

In January 2021, a request for proposal (RFP) was issued and advertised on the City's website, posted on PublicPurchase.com, and distributed directly to ten firms known to perform this work in the State of California. The City received a total of five proposals. Based upon the criteria identified in the RFP, an interdepartmental panel of employees from the City Attorney's Office and Human Resources Department performed a thorough review of the written proposals and conducted oral interviews of the top three candidates. George Hills Company, Inc. was ultimately selected as the most qualified to perform the work due to its overall responsiveness to the RFP, the demonstrated experience and ability of its staff, the firm's operating philosophy, and its value-added services. George Hills Company, Inc. also provided a competitive cost proposal, with four of the five top-ranked firms providing very similar pricing. This agreement would be for a five-year term at the following estimated amounts per year:

FY 21-22: \$ 212,900*
FY 22-23: 208,600
FY 23-24: 214,626
FY 24-25: 220,832
FY 25-26: 227,224

Total \$1,084,182

* Includes first year start-up costs of \$10,000.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact at this time. This agreement will begin July 1, 2021 and is included as part of the FY 2021-22 Recommended Budget of the Public Liability Fund-701. Funding for subsequent fiscal years will be included in the annual budget process.

COMMITTEE OUTCOME

On April 27, 2021, the Finance and Governance Committee voted 3-0 to approve the staff recommendation and to forward the item to City Council for approval.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

1. Professional Services Agreement George Hills A-8319 vfl
2. CC Presentation Liability TPA 5-18-21

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: July 1, 2021
- (2) Consultant: George Hills Company, Inc.
- (3) Services: Liability claims administration and adjustment services.
- (4) Schedule of Services: Ongoing third party administration services over a 5-year term.
- (5) Agreement Ending Date: June 30, 2026
- (6) Total Agreement Amount: \$1,084,182
- (7) City's Project Manager: Human Resources Manager
- (8) Consultant's Project Manager: John Chaquica, CEO
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

George Hills Company, Inc.
John Chaquica, CEO
P.O. Box 278
Rancho Cordova, CA 95741

FOR CITY:

City of Oxnard
Human Resources Manager
300 West Third Street, 1st Floor
Oxnard, CA 93030

- (11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:
John.Chaquica@georgehills.com

CITY'S PROJECT MANAGER:
mike.more@oxnard.org

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

- ☒ Scope of Services Exhibit A
- ☒ Rates and Costs Exhibit B
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.
3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.
4. 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.
5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.
6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. 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. Invoices may be emailed to: invoices@oxnard.org.
7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services which are the subject of this Agreement. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion. In the event that the City does not appropriate sufficient funds for payment beyond the

current fiscal year, City shall provide notice to Consultant as soon as reasonably possible but in no event less than ninety (90) days before the end of the then current fiscal year.

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 and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’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 Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant 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 Consultant’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 Consultant’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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City’s Project Manager must approve in writing before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City. Preservation by electronic means of all such records is sufficient to meet the requirements of this Agreement.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon ninety (90) days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then ninety (90) calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon ninety (90) days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then ninety (90) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed, to the best of Consultant’s ability, 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no “design professional” services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to any negligent, reckless or willful act or omission of Consultant in the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

In any case or claim wherein Consultant is named in a filed or verified complaint solely because Consultant is the claims administration firm on a given claim and there are no allegations of misconduct on the part of Consultant, the City will defend Consultant, at no cost to Consultant. City will defend, indemnify, and hold harmless Consultant, to the same extent as described in the immediately preceding paragraph of this Agreement, from and against all claims, demands, actions, or causes of action, which may arise, from the actions or omissions of the City.

b. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant 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 City’s Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City’s 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 Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement. In the event Consultant receives notice of cancellation from an insurer of any of the insurance required under this agreement, Consultant will provide City written notice of such pending cancellation within five (5) business days of receipt of such notice from the insurer. Consultant shall use all reasonable efforts to remedy the cause of such cancellation notice, or will find replacement insurance meeting the requirements of this Agreement, and shall provide City with written notice that such cancellation has been rescinded, or shall provide a new Certificate of Insurance evidencing the replacement insurance, prior to the date the pending cancellation was to become effective, such that no lapse in the required insurance shall occur.

16. 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 Consultant pursuant to this Agreement (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. 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. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 16.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of 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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City’s sole risk and without liability or legal exposure to Consultant.

d. Consultant 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. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim arising out of acts or omissions of Consultant in the creation, storage, or maintenance of said Documents and Materials, 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. Consultant 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, as a result of any acts or omissions by Consultant, and the use of any of the same is enjoined, Consultant, 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 16 shall survive the termination of this Agreement.

17. 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 Consultant or is developed by Consultant 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 Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement by Consultant, City shall be entitled to obtain an injunction prohibiting any such breach. Any relief granted by a court 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 Consultant in reliance on any Confidential Information disclosed under this Agreement.

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

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all legally required taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement to the extent required by law. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant'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 Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

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

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnites from and against all Claims arising from or relating to any unauthorized assignment.

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

26. 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.

27. 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.

28. Force Majeure. Neither City nor Consultant 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.
29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.
30. 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.
31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.
32. 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.
33. 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 Consultant 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 Consultant, 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.
34. 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.
35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.
36. 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 Project Managers' emails listed in "(11) 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.
37. 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

George Hills Company, Inc.

John C. Zaragoza, Mayor¹

Date

John Chaquica, CEO

Date

Chris Shaffer, Vice President

Date

ATTEST:

Rose Chaparro, City
Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City
Attorney

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.

EXHIBIT A SCOPE OF SERVICES

This Exhibit A is intended to provide the scope of services and specific service expectations in the Agreement for Professional Services, that would not otherwise require revision during the contract period, and which may differ from or elaborate upon our City Service Profile. Services to be provided by Consultant on behalf of City's includes the following:

I. SERVICES INCLUDED IN THE CONTRACT

A. General Administrative Services

Throughout each year Consultant performs numerous functions which support claims administration on behalf of the City, but do not include any claims handling, and are performed by non-claims personnel. Additionally, in the first year of a new City there are several "on-boarding" services that are general and administrative in nature. Below is a list of such services which are included within the terms of this Agreement:

- 1) Access to Content Management Interoperability Services ("CMIS") and training.
- 2) A monthly listing of open claims, showing expense categories, reserves, and total incurred.
- 3) Monthly claim summary reports.
- 4) Providing loss run data and required reports.
- 5) Providing annual reports to outside agencies.
- 6) Filing of all regulatory reports and documents (such as 1099, W-9, etc.).
- 7) Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by City.
- 8) If the trust fund is not set-up with the Consultant preferred bank—California Bank & Trust, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming).
- 9) New bank account set up (signature cards, test checks, online access, set up bank in CXP).
- 10) Discussion and agreement on the approval process.
- 11) Process checks weekly.
- 12) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).
- 13) Maintain a copy of all checks drawn by Consultant to pay claims and claims related expenses.
- 14) Submit monthly check registers of all transactions made for the period.
- 15) Monitor account balance, prepare replenishment requests as needed (customize request for each City's need).
- 16) Monthly bank reconciliation (prepared and sent to City).
- 17) Special reports that requested to go with billing invoices (by member, claim type, etc.).
- 18) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).
- 19) Certificates of insurance as required by the Agreement.

B. Investigative Services

- 1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
- 2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all City losses but not to include extraordinary investigative services outside the expertise of Consultant.
- 3) In the event City or other agency conducts any investigation, and upon City's request, Consultant shall review and analyze for liability and/or damage issues and for possible additional follow-up investigation.
- 4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
- 5) Undertake items of investigation requiring special handling for City at the direction of the City's Attorney or authorized representative.

C. Liability and Claim Handling Services

- 1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
- 2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
- 3) Consultant will follow any City policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim.
- 4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
- 5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
- 6) Determine the need for defense representation, recommend legal counsel, and support litigation activity.
- 7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- 8) Maintain records on any such claim and notify City and City's excess insurance carrier when City is about to exhaust its self-insured retention.
- 9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
- 10) Perform periodic reviews, as needed, of City files and claims as well as statutory requirements to ensure compliance including excess insurance-related requirements.
- 11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. (*See Attachment B*)
- 12) To the extent there is privileged information or PHI shared between agencies, which is subject to protection under HIPAA, Consultant shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

D. Litigation Support Services

- 1) Upon notification by the City that litigation has been filed on an open claim, Consultant shall follow the litigation referral process as outlined in the City Expressed Scope of Work Instructions form.

- 2) Work cooperatively with City in choosing outside counsel from approved panel, and assist defense counsel in on-going litigation defense efforts.
- 3) Obtain and maintain a Litigation Plan and Budget.
- 4) Review legal bills for compliance with Litigation Plan and Budget; Review, evaluate and adjust defense counsel invoices for legal services.
- 5) Cooperate with and assist defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
- 6) Assist in responding to discovery or preparing discovery.
- 7) At the request of the City, attend mandatory settlement conferences on behalf of City.
- 8) Appear on behalf of City in small claims actions filed against City on open claims handled by Consultant.
- 9) Review and evaluate case evaluations, correspondence and status reports forwarded to Consultant by counsel. Regularly discuss, review, and direct investigation, discovery, and case strategy with counsel.
- 10) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the City.

E. Reports and Procedures

- 1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, Consultant will provide City with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, Consultant will report as often as warranted by any important change in status but no longer than every ninety (90) days until the claim closes unless extended diary is appropriate.
- 2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the Consultant in connection with this contract shall be City's property and constitute the Consultant's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the City is the property of Consultant. Additional copies of original reports, documents, and data requested by City will be at City's expense in accordance with this contract.
- 3) Consultant agrees that City have access and the right to audit and reproduce any of the Consultant's relevant records to ensure that the City is receiving all services to which the City is entitled under this Agreement or for any purpose relating to the Agreement.

F. Data

- 1) Utilize Consultant's claims management system—CXP (ClaimsXpress).
- 2) Record all claim information including all financial data.
- 3) Provide City and broker Read only on-line access to the claims data system (up to five users), if desired by City.
- 4) Provide monthly standard loss run and check register.
- 5) Provide annual claims data report upon request. Written authorization and/or a Business Associate Agreement may be required for confidential information protected by HIPAA.
- 6) Provide assistance to City in developing customized reports when requested (may require additional charge).
- 7) Arrange for electronic file conversion for any open and closed claims at the direction of City.

G. Claim Review Meetings

Consultant shall, on a mutually agreed periodic basis (but no less than quarterly), meet with City to review and discuss the City's claims inventory and claims results of specified periods and delivery of services by CLAIM ADMINISTRATOR.

H. Financial Accounting

- 1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the City.
- 2) Maintain a copy of all checks drawn by the Consultant to pay claims and claims related expenses.
- 3) Submit monthly check registers of all transactions made for the period.
- 4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options.
- 5) Approval process shall be documented in Consultant's and City's Expressed Scope of Work Standards and Instruction Form.
- 6) Consultant will provide monthly bank reconciliation reports to City for audit purposes.

I. Third Party Subrogation Services

- A. Consultant personnel are well versed in the identification, handling, and pursuit of subrogation claims arising out of CLAIMS which are the subject of this Agreement. Included within this contract, Consultant will perform the following functions:
- B. Identify potential opportunities to recover from persons, businesses, and entities other than the City.
- C. Prepare and file a claim with each identified entity.
- D. As applicable, tender defense to or seek recovery from any identified entity.
- E. With the assistance of counsel, prepare and file any necessary litigation required to effect the claim of recovery on behalf of the City
- F. Manage litigation related to such claims made to other person, businesses or entities

II. City EXPRESSED AUTHORITY AND LIMITATIONS

The list immediately below contains numerous services provided in this Agreement for which Consultant requests the City expressly establish authority and/or limitations, on the ability of Consultant to act on behalf of the City. The City will check the appropriate box establishing the authority of Consultant to act or the limitation as to that authority.

INVESTIGATION:

☒ George Hills will conduct all investigations

☐ City will conduct all investigations

☐ City will direct Consultant on each claim as to who performs investigations

In the event the City or other agency conducts any investigation, Consultant shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):

☒ Must be preauthorized by City

☐ Does not need preauthorization

REJECTION OF CLAIMS:

City's position regarding rejections (*e.g., if entity so dictates, a claim will be rejected for*

insufficiency). Check all that apply.

Protocols for Rejections

- ☒ Consultant needs authorization
- ☐ Consultant does not need authorization
- ☐ Consultant sends the Rejection
- ☒ City sends the Rejection
- ☐ Consultant sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

Check all that apply.

- ☐ Consultant will handle litigated claims
 - ☒ Full
 - ☐ As assigned
 - ☐ Check Issuance and Data Input
 - ☐ Data Input only
- ☐ City will handle litigated claims inhouse, with Consultant to capture data into SIMS
 - ☐ City will send data to Consultant weekly
 - ☐ City will send data to Consultant monthly

Mandatory Settlement Conferences

- ☒ Consultant always attends
- ☐ At City request only

Small Claims Actions filed against City

- ☒ Consultant always appears
- ☐ At City request only

Legal Counsel

- ☒ Consultant must have City authorization to refer to outside Legal Counsel
- ☐ Consultant does not need City authorization to refer to outside Legal Counsel
- ☒ Consultant must use City approved Legal Panel for Attorney selection
- ☐ City does not have an approved Legal Panel for Attorney selection
- ☐ All Litigation to be handled by City in-house Legal
- ☒ Consultant always sends Litigation Assignment packets to Legal Counsel

City specific Litigation Guidelines: ☒ Yes ☐ No

City specific Litigation Referral Form/Letter: ☒ Yes ☐ No

City specific Litigation Budget Form: ☒ Yes ☐ No

Pay fees for Experts, photocopies, medical records as: ☒ Expense ☐ Legal

EXCESS REPORTING:

- ☒ Consultant will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- ☐ City will report claims to the excess insurer in compliance with excess carrier's reporting

requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

AUTHORITY LEVELS:

Reserve within SIR:

☒ \$0.00 Other: \$ (specify amount)

Adjuster must seek approval from (City contact) to post indemnity reserves above authority level.

Medical Treatment:

☒ Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the City.

☐ Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

CLAIMS EXCEEDING SIR:

☐ Consultant stops tracking activity once the SIR has been reached.

☒ Consultant will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide Consultant with activity documentation above the SIR.

☐ Consultant will reserve to Full Value and track recoveries.

THIRD PARTY SUBROGATION SERVICES:

☒ Consultant is authorized to initiate third party subrogation claims on behalf of City.

☐ Consultant must obtain authorization to initiate third party subrogation claims on behalf of City.

EXHIBIT B RATES AND COSTS

I. **RATES and COSTS**

The following compensation rate, shall be paid in consideration for the services provided by Consultant as described in Exhibit A – Scope of Services And City Expressed Authority And Limitations Under The Agreement, which has been agreed to, including claims activity. This section shall remain enforced and services provided during the term of this Agreement, unless otherwise amended pursuant to Paragraph 31 of this Agreement.

The amounts to be paid pursuant to this Agreement are detailed in two distinct areas of services: first, under subsection 1 below, “General and Administrative Services,” which is outlined in Exhibit A, section I, Services Included in the Agreement, and stated in greater detail in subsections A, E, F and H; and second, services specifically related to claims handling and administration, which is detailed in Attachment A, section I, subsections B, C, D, G and I, for which an annual fixed fee is charged pursuant to section II, “Claim Administration Services,” as stated below.

1) **General and Administrative Services**

a. OneTime On-Boarding/Start-Up Fee: \$10,000

This represents a one-time startup fee to include, but not limited to, the planning and coordination of the onboarding process and documentation, detailing specific claims handling instructions, communication protocols, personalize design of CMIS structure, new client setup – bank account, vendors, W-9, etc., and claims triage/assignment.

b. Annual Administration Fee: \$7,500

c. Mileage – Adjuster: Mileage is paid at the IRS rate.

d. MMSEA: There is a one-time setup fee of \$150 and a \$250 annual reporting fee. which are paid directly to ExamWorks, for the performance of CMS reporting.

e. Adjuster Travel Expenses: Consultant will separately charge the actual cost for any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval and that actual expenses will be submitted with receipts on a monthly basis.

f. CXP Access Fee: Access to the CMIS is Included in the annual administration fee, it includes the setup and management of up to five (5) user accounts through CXP.

g. iMetrics Report Fee: There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

h. Custom Reports: Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific. Charges for custom reports shall be billed at the rate of \$185 per hour.

- i. **Conversion Fee:** Consultant will pay the Conversion Fee subject to the terms stated below. The Conversion Fee covers costs associated with electronic data conversion, transition, reconciliation of financials, all reports created and vetted, and City sign-off on CMIS set up.

Consultant extends to new clients the following: Consultant believes in the establishment of a long-term partnership, and as such shall pay 100% of all costs relating to the data conversion, which is estimated at \$20,000-40,000. This is based solely on Consultant being retained under this Agreement for five years (whether it is this Agreement or an extension of/amendment to this Agreement). If, for any reason the Consultant is not retained for five years, the City will be subject to a fee of 20 percent of the full Conversion Fee for each year not retained.

The Conversion Fee does not include, the shipping, storing, scanning, copying, or otherwise handling open or closed paper claims files. Please see subsection M, "Paper Files" below.

Upon early termination of this Agreement, any remaining fee will be added to the penultimate invoice and if not paid, will result

- j. **Catastrophic Fees:** Consultant recognizes that there are events that are unanticipated and catastrophic. When such events occur, it requires additional hours for the handling of such claims. As such, to preserve the quality and efficiency of service for which we have been known, Consultant proposes that should any one catastrophic event occur resulting in five or more claimants, or two or more claimants with their own defense counsel, City shall be billed at the current hourly rate for all services.

- k. **3% Escalator:** Consultant pricing option for the Agreement is a 3% annual increase.

In the event of Agreement termination, Consultant procedures and cost for run-off claims will be billed at the current hourly rate; no charge for historical loss summaries. Consultant believes that the successful transition of claims requires preparation, so we ask for 90 days' notice if the Agreement is terminated without cause, to properly and efficiently facilitate the transition of claims management.

- l. **General File:** A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

- m. **Storage:** Consultant will charge for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

2) Claims Administration Services

Fixed Annual Fee For Agreement Period*	
Year One – 2021-2022	\$195,000

Year Two – 2022-2023	\$200,850
Year Three – 2023-2024	\$206,876
Year Four – 2024-2025	\$213,082
Year Five – 2025-2026	\$219,474

**Fixed annual fee is increased 3% annually during Agreement term.*

II. **ALLOCATED EXPENSES**

A. Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than Consultant) that cannot be foreseen nor included in an agreement. These are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations are pass-through costs (with processing fees) for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outsource services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy service. Below, Consultant has provided a list, by no means an exhaustive list, of typical allocated expenses.

1. Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences;
2. Fees of court reporters;
3. All court costs, court fees, and court expenses;
4. Fees for service of process;
5. CMS reporting costs and fees (ExamWorks);
6. Costs of undercover operatives and detectives;
7. Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams;
8. Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation for which a declaratory judgment is sought;
9. Costs for independent medical examination or evaluation for rehabilitation;
10. Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding;
11. Costs for copies of any public records or medical records;
12. Costs of depositions and court reporting;
13. Costs and expenses of subrogation, (if not Consultant);
14. Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes;
15. Witness fees and travel expenses;
16. Costs of photographers and photocopy services (if not Consultant—our costs for this is included in our rate);

17. Costs of appraisal fees and expenses not included in flat fee or performed by others;
18. Costs of indexing claimants;
19. Services performed outside the TPA's normal geographical regions;
20. Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiation;
21. Investigation of possible fraud including SIU services and related expenses; and/or
22. Any other similar cost, fee, or expense that is not otherwise included in the TPA's service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity.

**INSURANCE EXHIBIT
INS-A**

5-YEAR AGREEMENT WITH GEORGE HILLS COMPANY FOR THIRD PARTY LIABILITY ADMINISTRATION SERVICES

Presented to City Council

Mike More, Human Resources Manager

May 18, 2021

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement No. A-8319 with George Hills Company, Inc. in an amount not to exceed \$1,084,182 for liability claims administration and adjustment services over a five-year term.

BACKGROUND

- Liability claims management is the process of tracking, controlling and resolving claims for damages brought against the City by third parties.
- Some examples of damages include:
 - Slip and fall claims
 - Property damage claims
 - Vehicle damage claims
 - Pothole claims
 - Police liability
 - Dangerous condition of public property

BACKGROUND

- The City currently contracts with Sedgwick (formerly York Insurance Services) for liability claims administration services
 - 5-year agreement, initially awarded in 2016
 - Ends June 30, 2021
- Staff conducted an RFP in January 2021 for liability claims administration services
 - Distributed to 10 firms directly known to perform this work
 - Posted on [publicpurchase.com](https://www.publicpurchase.com)
 - Advertised on the City's website
 - 5 proposals received
 - Interdepartmental panel of employees (City Attorney/Human Resources) review proposals and interviewed top 3 ranked firms

RESULTS

- George Hills Company, Inc. selected as the most qualified firm to be awarded the agreement
 - Overall responsiveness to the RFP
 - Demonstrated experience and ability of staff assigned to the City
 - Extensive public sector experience and client base
 - Firm's operating philosophy
 - Value-added services
 - Competitive cost

- Total cost of the agreement is \$1,084,182 over 5 years:

FY 21-22:	\$ 212,900*
FY 22-23:	208,600
FY 23-24:	214,626
FY 24-25:	220,832
<u>FY 25-26:</u>	<u>227,224</u>
Total	\$1,084,182

* Includes start-up costs of \$10,000

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement No. A-8319 with George Hills Company, Inc. in an amount not to exceed \$1,084,182 for liability claims administration and adjustment services over a five-year term.

Approved by the Finance & Governance Committee 3-0 on April 27, 2021.

Financial Impact

- None in the current fiscal year
- This agreement will begin July 1, 2021 and is included as part of the FY 2021-22 Budget



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.7

DATE: May 18, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Parks and Landscape Maintenance Update. (0/10/10)

RECOMMENDATION

That the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

1. Identify funding to support improving parks and landscape maintenance at a **Base Level of Service**, which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, and annual grid pruning of trees within the parkways and medians of the arterial streets. It is anticipated this will cost an additional **\$2.98 million annually**; or
2. Identify funding to support improving parks and landscape maintenance at an **Enhanced Level of Service** (includes Base Level of Service), which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, annual grid pruning of trees within the parkways and medians of the arterial streets, annual grid pruning of the park trees, daily trash removal in the parks and daily janitorial services for the park restrooms. It is anticipated this will cost an additional **\$3.8 million annually**; and
3. Identify funding to repair playgrounds for **\$485,000**; and
4. Identify funding to renovate sports fields and amenities for **\$549,000**; and
5. Identify funding to increase water budget as well as funding for turf reduction projects for **\$592,000**; and
6. Identify funding to renovate gateway monuments for **\$140,000**.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/D1jmi5bor20>

BACKGROUND

Currently, the City of Oxnard (City) Parks Division is responsible for maintaining 36 General Fund parks and open space equaling 476 acres, parkway and median landscapes equaling 120 acres along 81 linear miles of streets, and over 52,000 trees. After significant budget cuts in previous years, current budgets and staffing levels have reduced the maintenance of the City's parks to once per month. Additionally, street median maintenance is only occurring once per year, and the maintenance of City trees is provided as needed, with no planned grid pruning. Furthermore, irrigation of the City's landscapes was drastically cut back to stay within budget, but resulted in loss of turf and vegetation, and increases in weed growth.

Preventive maintenance and capital replacement has also been impacted. Because of the current state of deferred maintenance, a large funding commitment is necessary to replace playgrounds, repair aging play equipment, replace benches, tables, and bleachers, and repair and replace irrigation systems.

Following passage of the Measure E sales tax in November 2020, the City Council reviewed and identified priorities for future investment. Council Priority No. 2 was approved which is the restoration of regular maintenance of parkways, medians, City parks and public spaces, and restoring proper tree trimming cycles. Also identified was the need to improve the gateway monuments into the City.

DISCUSSION

In response to Council's direction to prioritize proper maintenance of parks and infrastructure, staff identified a few objectives. First, restore proper maintenance to the parks, parkways and medians, and citywide trees. Second, service delivery must be equal throughout the City. Third, develop cost effective and efficient solutions. And fourth, work to eliminate the backlog of deferred maintenance, shifting operations to a proactive instead of reactive approach.

To meet the needs of Council Priority No. 2, staff is recommending, at a minimum, Council approve identifying funding for a Base Service Level, estimated to cost \$2.98 million annually. Additionally, staff is recommending Council appropriate funding for repair of existing playgrounds (estimated at \$485,000) and renovation of sports fields (estimated at \$549,000). The following details proposed efforts to address Council's priority and the stated objectives:

Parks

To ensure equitable, efficient and timely service delivery, staff is recommending entering into a contract for park mowing services. By contracting the mowing of 192 acres of park turf, staff can focus on other priorities in the parks such as irrigation, playground maintenance, signage, lighting, fences, and daily trash removal. The estimated cost for contracted weekly mowing is \$880,000 per year.

The City has 35 playgrounds in the parks and the majority of them require repairs. All 20 playgrounds with fibar safety surfacing need to be replenished at a cost of \$135,000. Additionally, staff is requesting \$350,000 to repair and replace playground parts and equipment such as slide, swings, and hardware. Five of our City playgrounds have far exceeded their useful life where they are beyond repair. Staff is recommending an investment of additional \$4.6 million in the CIP budget to replace five (5) playgrounds. This will include rubber safety surfacing, ADA improvements around the playgrounds, meeting standards for an all inclusive playground.

There is also a need to improve ball fields and park amenities. The cost to restore baseball infields and playing turf is estimated at \$255,000. The cost to replace amenities such as benches, backstops, and drinking fountains is \$294,000. To maintain healthy turf for youth sports programming, the water budget needs to be increased. An increase of \$532,000 will support healthy turf via increased watering and fertilizer/soil amendments. Lastly, staff is proposing to initiate a turf reduction program for non-usable turf. Currently, this would be supported through qualified water diversion fees at a cost of \$60,000 annually. This cost is included in the recommendation of the Base Level of Service.

Parkways and Medians

The City has just over 124 acres of parkways and medians to be maintained within the arterial streets network. These are key corridors traveled by residents and visitors on a daily basis. Similar to Parks, staff is recommending the City engage a firm to provide parkway and median maintenance. The cost estimate to provide monthly maintenance is \$1.5 million per year and will be performed under three (3) separate contracts to ensure the work is occurring simultaneously in three areas of the City.

As a component of Council Priority 2, staff is requesting \$140,000 to renovate the existing gateway monuments. Staff will work with the Community Services Commission to develop ideas to restore the existing signs, landscaping, and

lighting.

Trees

The City's street tree inventory shows approximately 52,000 trees. This number fluctuates as information is updated by staff and the City's on-call tree maintenance contractor. Currently, the City does not have a Tree Master Plan, which provides guidance on appropriate tree species, planting locations, removal requirements, maintenance schedules and necessary corrective actions. Staff has engaged consultant services to prepare the Plan and anticipates bringing it to Council for consideration in fall 2021. With completion and approval of the Tree Master Plan, staff will begin developing a comprehensive tree program and will bring it to Council during the Fiscal Year 2022-23 budget discussions.

For Fiscal Year 2021-22, staff is requesting funding to provide pruning of the arterial street trees at an estimated budget of \$600,000. Similar to the parkways and medians, this service will be performed under three (3) separate contracts with a planned completion schedule of six (6) months. Again, the three (3) contracts and simultaneous work ensures equitable distribution of services across the City. Staff and the on-call tree maintenance contractor will continue to respond to urgent requests for tree services as required.

Council may choose to add annual grid pruning of the trees within city parks. This is estimated to cost \$325,000. To grid prune the entire City (parks, arterial streets and residential neighborhoods) is estimated to cost \$4.2 million and is therefore not recommended until the citywide Tree Master Plan is adopted.

Itemized Estimated Costs

Base Level of Service	Service	Annual Cost
Contract park mowing	weekly	\$880,000
Contract mowing/trimming of parkways and medians (arterial streets)	monthly	\$1,500,000
Contract grid pruning of trees in the parkways and medians (arterial streets)	annually	\$600,000
Total		\$2,980,000
Enhanced Level of Service (includes items listed above)		
Base Level of Service	as noted	\$2,980,000
Contract trash removal in public spaces	daily	\$200,000
Contract grid pruning of trees within the parks	annually	\$325,000
Contract janitorial services for park restrooms	daily	\$300,000
Total		\$3,805,000

Repairs and Improvements		
---------------------------------	--	--

Renovate sports fields and amenities	annually	\$549,000
Repair playgrounds	annually	\$485,000
Water budget and turf reduction	annually	\$592,000
Renovate gateway monuments	one-time	\$140,000
Total		\$1,766,000
Total Cost for Base Level of Service and Repairs/Improvements		\$4,746,000
Total Cost for Enhanced Level of Service and Repairs/Improvements		\$5,571,000

STRATEGIC PRIORITIES

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

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

This agenda item supports **Public Safety** strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

Dependent on input and final recommendations to be approved by Council, the following impacts may occur.

1. Funding allocated for Base Level of Service at \$2.98 million; or
2. Funding allocated for Enhanced Level of Service (includes Base Level of Service) at \$3.8 million; and
3. Funding allocated to repair playgrounds for \$485,000; and
4. Funding allocated to renovate sports fields and amenities for \$549,000; and
5. Funding allocated to increase water budget and turf reduction projects for \$592,000; and
6. Funding allocated to renovate the gateway monuments for \$140,000.

If the Committee recommends, and the Council approves, the Enhanced Level of Service and Repairs/Improvements outlined above, then the Committee's previous recommendation on the preferred funding level for streets and alleys; other City Council policy decisions; and a recent court ruling against the City on the infrastructure use fee (IUF) combine to absorb 74%, or \$36.4 million, of the new sales tax revenue projected to be received for Fiscal Year 2021-22, as shown in

the table below:

Measure E 1.5-cent Sales Tax revenue	\$49.1 million
<u>Less:</u> Streets and Alleys to achieve a PCI of 70 (14.6)*	
One-time subsidy for ambulance start-up	(2.4)
Capital Improvement Program	(8.8)
Year 2 of IUF repayment to utilities	(5.0)
Enhanced parks & landscape maintenance	<u>(5.6)</u>
<u>Equals:</u> Remaining Measure E revenue	\$12.7 million

* could be bonded and reduced to (\$8.0 million)

Keep in mind that no funding for 22 of the 25 other Council priorities is included in the table above. Nor is the small structural deficit inherited from FY 2020-21 (\$2 million) or the year-over-year increases in base operating costs (goods and services, and personnel costs, which are still being calculated) that will assuredly more than consume the growth in General Fund revenue from property tax, the 1% base sales tax, and other revenue sources.

On the other hand, the table does not yet assume any use of American Rescue Plan Act funds from the Federal government for revenue backfill or infrastructure uses, such as streets and alleys -- because as of this writing the U.S. Treasury Department has not yet issued guidance on exactly what kind of municipal expenses will be eligible.

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the May 11, 2021 Public Works and Transportation Committee. Staff is available to answer any questions.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Parks & Landscape Maintenance Update Presentation



Parks & Landscape Maintenance Update

Public Works and Transportation Committee
May 11, 2021

City Council
May 18, 2021

Steve Howlett, Assistant Director



FOR THE PUBLIC WORKS AND TRANSPORTATION COMMITTEE MEETING:

That the Public Works and Transportation Committee recommend that the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

1. Identify funding to support improving parks and landscape maintenance at a Base Level of Service, which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, and annual grid pruning of trees within the parkways and medians of the arterial streets. It is anticipated this will cost an additional \$2.98 million annually; or
2. Identify funding to support improving parks and landscape maintenance at an Enhanced Level of Service (includes Base Level of Service), which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, annual grid pruning of trees within the parkways and medians of the arterial streets, annual grid pruning of the park trees, daily trash removal in the parks and daily janitorial services for the park restrooms. It is anticipated this will cost an additional \$3.8 million annually; and

FOR THE PUBLIC WORKS AND TRANSPORTATION COMMITTEE MEETING:

That the Public Works and Transportation Committee recommend that the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

3. Identify funding to repair playgrounds for \$485,000; and
4. Identify funding to renovate sports fields and amenities for \$549,000; and
5. Identify funding to increase water budget as well as funding for turf reduction projects for \$592,000; and
6. Identify funding to renovate gateway monuments for \$140,000.

FOR THE CITY COUNCIL MEETING:

That the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

1. Identify funding to support improving parks and landscape maintenance at a Base Level of Service, which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, and annual grid pruning of trees within the parkways and medians of the arterial streets. It is anticipated this will cost an additional \$2.98 million annually; or
2. Identify funding to support improving parks and landscape maintenance at an Enhanced Level of Service (includes Base Level of Service), which includes weekly mowing of parks, monthly mowing and trimming of parkways and medians within the arterial streets, annual grid pruning of trees within the parkways and medians of the arterial streets, annual grid pruning of the park trees, daily trash removal in the parks and daily janitorial services for the park restrooms. It is anticipated this will cost an additional \$3.8 million annually; and

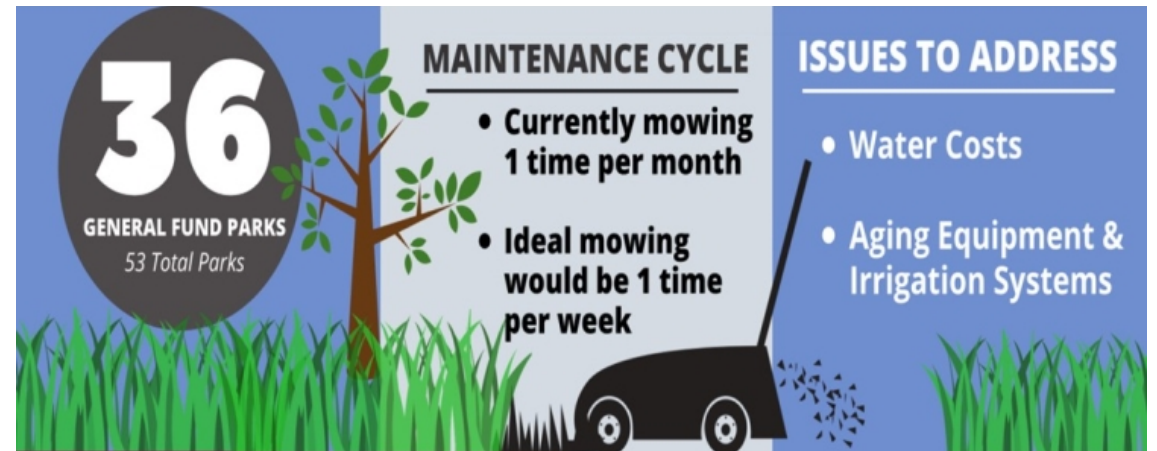
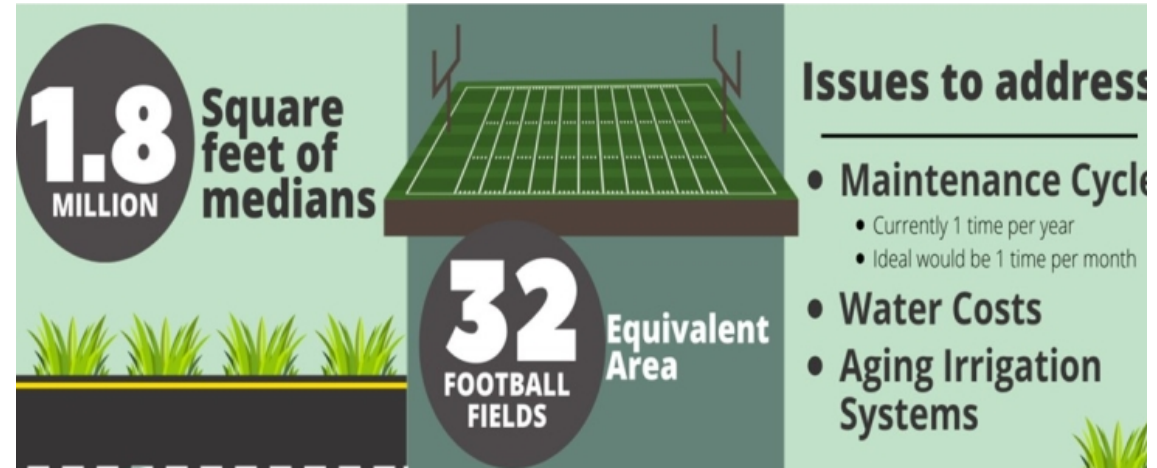
FOR THE CITY COUNCIL MEETING:

That the City Council receive a report on the Parks and Landscape Maintenance plan, provide input and direct staff to:

3. Identify funding to repair playgrounds for \$485,000; and
4. Identify funding to renovate sports fields and amenities for \$549,000; and
5. Identify funding to increase water budget as well as funding for turf reduction projects for \$592,000; and
6. Identify funding to renovate gateway monuments for \$140,000.

During the budget adoption for Fiscal Year 2019-20, the City Council was faced with a \$9.2 million deficit. As a result:

- 12 grounds worker positions were eliminated
- The parks budget reduced by \$1.2 million
- Current staff = 42 FTEs
- Parks mowed monthly
- Parkways & medians maintained annually
- Trees maintained as needed



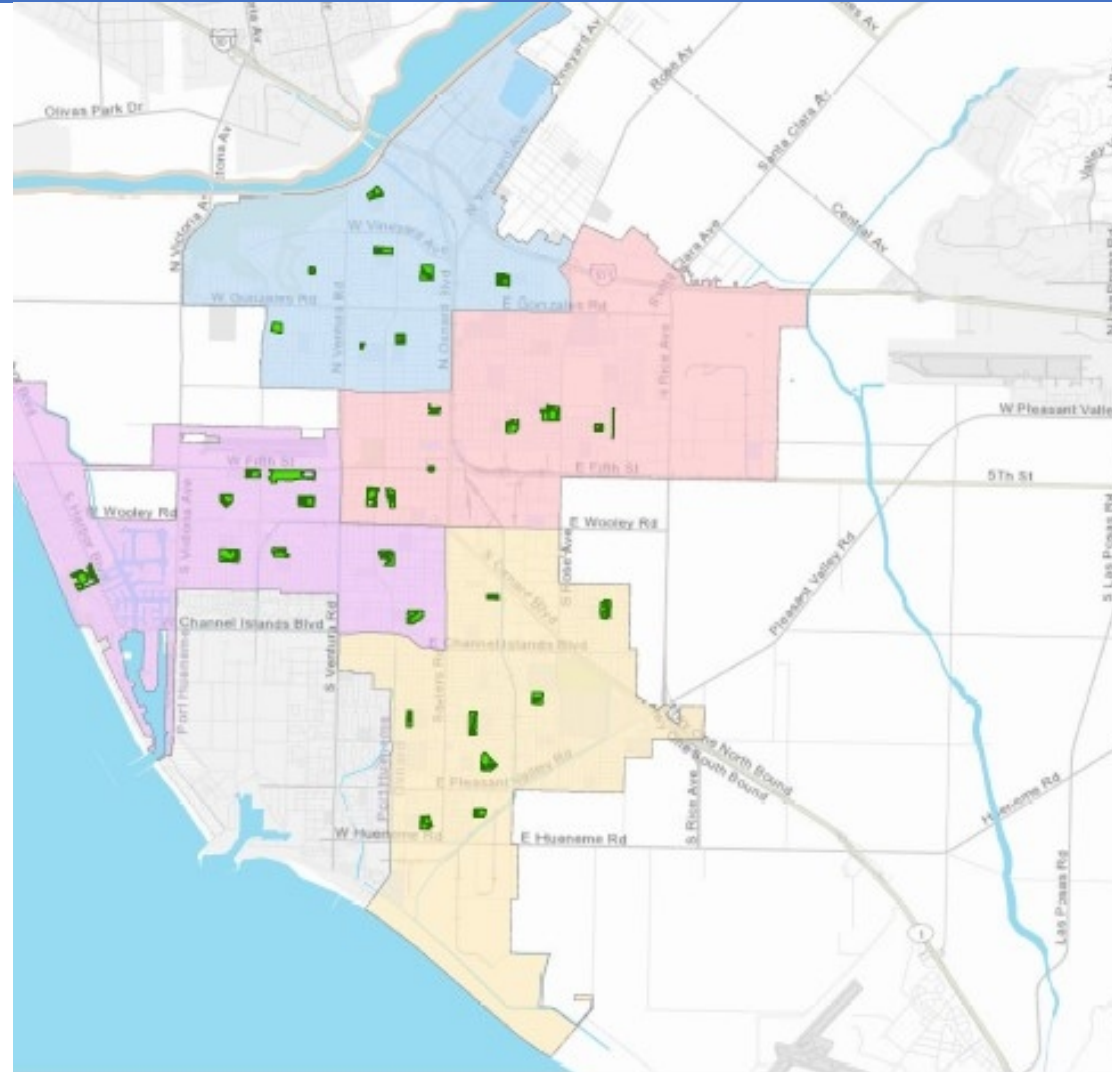
Recently, City Council established the priorities for Measure E funds. Priority # 2 is restoring regular maintenance of parks, parkways & medians, trees, and improving the gateway monuments.

- Restore proper maintenance for landscapes, trees, and amenities
- Equity of service and conditions across the City
- Analysis of most cost effective measures
- Eliminate deferred maintenance and become proactive instead of reactive



Discussion: Parks Mowing

- 476 acres Total
- 192 acres Turf (GF)
- Contract weekly mowing \$880,000/yr.
- Staff will be responsible for managing contractor performance, daily trash, irrigation, playground maintenance, building maintenance, hardscapes, signs, lights, fences, and parking



**CITYWIDE GENERAL SERVICES
MAINTAINED PARKS WITH TURF
33 PARKS WITH A TOTAL OF
~191.95 ACRES OF TURF
APPROXIMATE TURF AREAS
PER PARK BELOW**

Name	Acres	Sq Ft	Region
CABRILLO PARK	5.19	226,256	1
CONNELLY PARK	1.85	80,668	1
EASTWOOD PARK	3.79	165,086	1
FREMONT TOT PARK	0.44	19,059	1
ORCHARD PARK	9.08	395,507	1
RIO LINDO PARK	6.34	276,202	1
SIERRA LINDA PARK	5	217,585	1
SOUTHBANK PARK	5.66	246,371	1
COLONIA PARK	5.42	236,017	2
COMMUNITY CENTER PARK EAST	5.46	237,953	2
COMMUNITY CENTER PARK WEST	5.45	237,304	2
DEL SOL PARK	11	479,247	2
KOHALA PARK	1.01	43,948	2
PLAZA PARK	1.38	59,939	2
THOMPSON PARK	2.1	91,636	2
WILSON PARK	1.69	73,573	2
BECK PARK	7.75	337,611	3
DURLEY PARK	6.52	284,004	3
MARINA WEST PARK	5.65	246,020	3
OXNARD BEACH PARK	10.1	439,855	3
SEA AIR PARK	7.2	313,433	3
SEAVIEW PARK	5.33	232,122	3
SOUTHWEST COMMUNITY PARK	18.39	801,157	3
SOUTHWEST COMMUNITY PARK EXT	5.08	221,402	3
VIA MARINA PARK	11.11	483,916	3
CARTY PARK	3.3	143,883	4
COLLEGE ESTATES PARK	5.58	243,090	4
GARDEN CITY ACRES PARK	3.85	167,730	4
JOHNSON CREEK PARK	7.46	324,808	4
LATHROP PARK	2.33	101,599	4
LEMONWOOD PARK	7.43	323,808	4
PLEASANT VALLEY PARK	8.11	353,077	4
SOUTHWINDS PARK	5.91	257,499	4

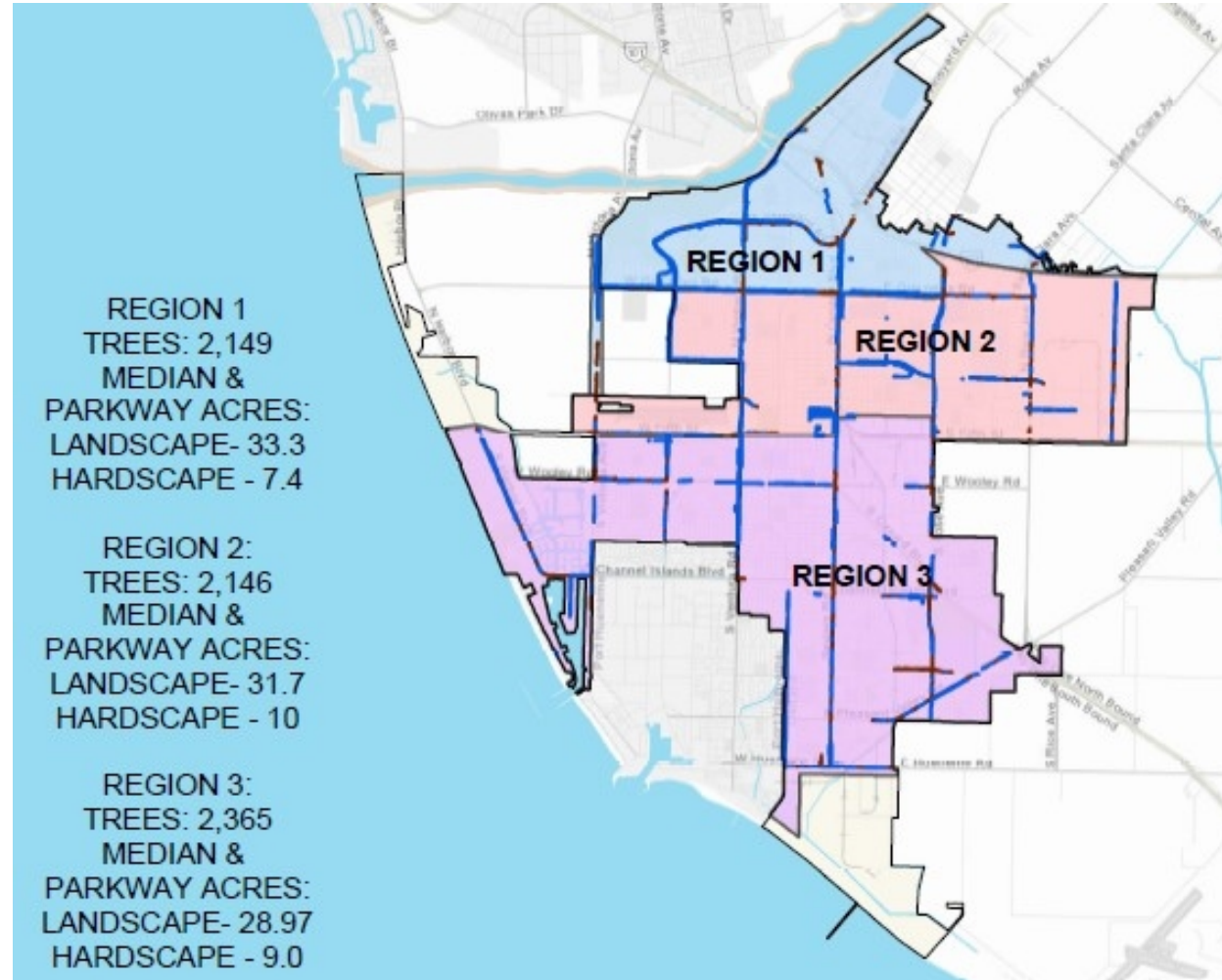
- 35 Playgrounds
- All 20 parks with fibar require new safety surfacing for \$135,000
- Most require repairs for \$350,000
- 5 playgrounds need to be replaced for \$4.6 million in CIP. This includes rubber safety surfacing, ADA improvements, and all inclusive playgrounds.



- Ball Field & turf improvements for \$255,000
- Amenity Replacements for \$294,000
- Increase water budget \$532,000 for healthy turf and potential water restrictions
- Turf reduction program with up to \$60,000 per year in rebates is included in both the Base and Enhanced Level of Service



- 120.4 acres to be maintained along 81 linear miles of arterial streets
- Contract monthly maintenance of parkways and medians for \$1.5 million/yr.
- 3 separate contracts providing simultaneous service citywide



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS:
~94 ACRES

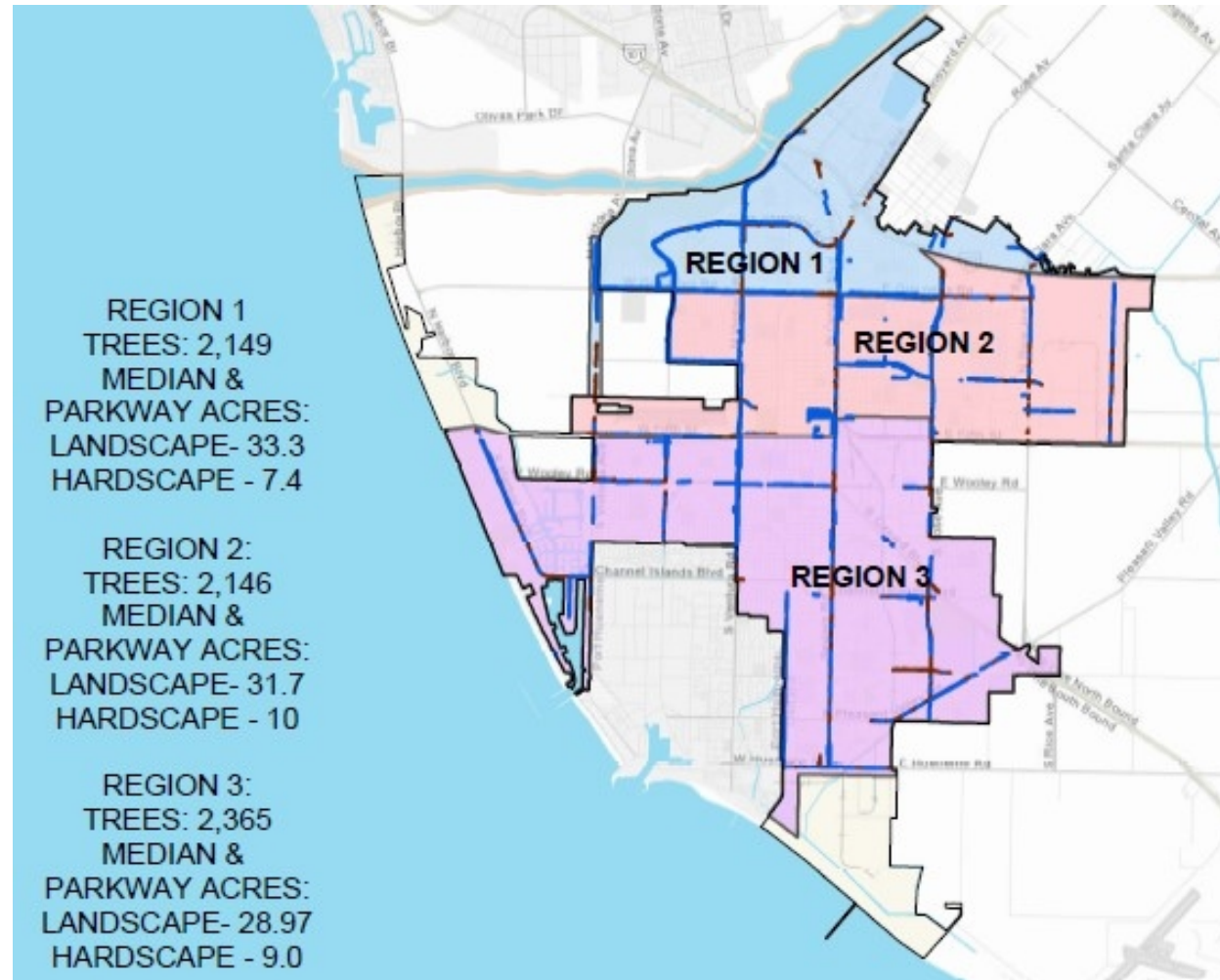
MEDIAN & PARKWAY HARDSCAPE AREAS:
~26.4 ACRES

TREES ALONG ARTERIAL STREETS:
~6,660 TREES

- Renovate gateway monuments for \$140,000
- Materials and supplies for irrigation and landscape for \$158,000 is included in both the Base and Enhanced Level of Service
- Staff will be responsible for managing contractor performance, trash, irrigation inspection and repairs, sign replacement, lights, and fences.



- 6,660 trees in the parkways and medians of the arterial streets
- Contract grid pruning of all arterial street trees for \$600,00/yr.
- 3 separate contracts providing simultaneous service citywide
- All arterial streets to be completed in 6 months
- On-call tree service increase of \$200,000



MAINTENANCE TOTALS

FULL CITY

MEDIAN & PARKWAY LANDSCAPE AREAS:
~94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~26.4 ACRES

TREES ALONG ARTERIAL STREETS:
~6,660 TREES

- GIS tree count is 52,095
- Grid prune all City trees is not recommended because of the \$4.2M/yr. cost and currently developing a Tree Master Plan
- Tree Program will have greatest impact based on being the highest level of complaints



- Develop a Master Plan for the citywide Tree Program based on Consultant recommendations
- Develop a City Landscape Plan for replacing parkway and median landscapes (drought tolerant)
- Develop a Water Efficiency Plan to reduce water consumption through turf reduction, low water use landscapes, smart irrigation controllers



Options with Estimated Costs

Base Level of Service	Service	Annual Cost
Contract park mowing	weekly	\$880,000
Contract mowing/trimming of parkways and medians (arterial streets)	monthly	\$1,500,000
Contract grid pruning of trees in the parkways and medians (arterial streets)	annually	\$600,000
TOTAL		\$2,980,000

Options with Estimated Costs

Enhanced Level of Service	Service	Annual Cost
Base Level of Service	as noted	\$2,980,000
Contract trash removal in public spaces	daily	\$200,000
Contract grid pruning of trees within the parks	annually	\$325,000
Contract janitorial services for park restrooms	daily	\$300,000
TOTAL		\$3,805,000

Options with Estimated Costs

Repairs and Improvements	Service	Annual Cost
Renovate sports fields and amenities	annually	\$549,000
Repair playgrounds	annually	\$485,000
Water budget and turf reduction	annually	\$592,000
Renovate gateway monuments	one-time	\$140,000
TOTAL		\$1,766,000

There is no direct financial impact to receive this report and provide input. Dependent on input and final recommendations to be approved by Council, the following impacts may occur.

1. Funding allocated for Base Level of Service at \$2.98 million; or
2. Funding allocated for Enhanced Level of Service (includes Base Level of Service) at \$3.8 million; and
3. Funding allocated to repair playgrounds for \$485,000; and
4. Funding allocated to renovate sports fields and amenities for \$549,000; and
5. Funding allocated to increase water budget and turf reduction projects for \$592,000; and
6. Funding allocated to renovate the gateway monuments for \$140,000.



Questions?

