

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

L.1 Consent 9/21 Minutes Revised (N.1) & 10/5 Minutes Revised (J.3 Public Hearing)
D.1 Appointment Item - Presentation Link Added & N.2 Reports – Presentation Link Added

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

November 16, 2021

Closed Session - 4:30 PM

Closed Session Only - Public Comments Dial: 805-276-4238

Appointment Items - 5:30 PM & Regular Meeting - 6:00 PM

Zoom details to call-in for Public Comment

1. Dial Phone Number: (888) 475-4499

2. Enter Meeting ID: 889 9291 9547

3. Passcode: 123695

While in the Zoom waiting room, once the Mayor calls for public speakers for the agenda item on which you wish to speak, press *9 to raise your hand to inform the clerk you would like to speak during that agenda item. Once called on, press *6 to unmute your phone. Speakers shall have up to three minutes to speak per agenda item.

This meeting is being held in accordance with Assembly Bill 361, allowing members of the City Council, members of the public and staff to participate via teleconference.

Consistent with City policies imposed to promote social distancing, the facility where the City Council regularly meets is temporarily closed to the public. The public is encouraged to view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. EMAILING COMMENTS OR REQUESTING TO SIGN UP TO SPEAK BEFORE THE MEETING

- a. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (Please indicate the agenda item number in the subject line). All email correspondence will be forwarded to the City Council prior to the start of the meeting and made part of the legislative record.
- b. Submit a request to speak by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/city-meetings, emailing the City Clerk at cityclerk@oxnard.org, or calling the City Clerk at (805) 385-7803.

2. PROVIDING PUBLIC COMMENTS DURING THE MEETING

- a. To provide public comment without requesting to speak prior to the meeting, during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting.
- b. Public comments on agenda items shall be taken following the announcement of the item. After all public speakers have been given an opportunity to speak on an agenda item, the public comment period shall be held open for three minutes to allow additional speakers to register or otherwise be recognized for the purpose of providing public comment. During this three minute time period, the City Council or staff may discuss the item being considered or briefly respond to previous comments.

Detailed participation instructions can be found at www.oxnard.org/city-meetings.

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)

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

* The City has filed pre-election and post-election lawsuits regarding the validity 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: Jose Alvarez; et al. v. City of Oxnard
United States District Court, Central District, Case No. 2:19-cv-08044-PSG-JC
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Aaron Starr v. Rose Chaparro
Court of Appeal of the State of California, Second Appellate District, Case No. 2d Civ. No. B307585
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case regarding a claim for utility payment refund or credit filed by Dandy Cooling Co.
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:30 PM)

1. Cultural & Community Services Department
SUBJECT: Oxnard Performing Arts and Convention Center Annual Report. (10/10/10)
RECOMMENDATION: That the Oxnard City Council receive the annual report from Sterling Venue Ventures on the Oxnard Performing Arts Center management agreement.
(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/61UgrVak78>
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 the Annual Community Relations Commission Community Recognition Awards.
2. SUBJECT: Presentation of a Proclamation Designating December 1, 2021 as "World AIDS Day."

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department
SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)
RECOMMENDATION: That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.
 2. Re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361.
- 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. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the September 21, 2021, and October 5, 2021 regular meetings; and the September 30, 2021 special meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Police Department

SUBJECT: Ventura County SAFE Incident Responder Grant Program.

RECOMMENDATION: That the City Council adopt a resolution:

1. Authorizing the City Manager to execute and apply for \$176,200 in grant funds from the Service Authority for Freeway Emergencies (SAFE) Grant Program, to be used for the purchase of an emergency response vehicle, handheld FARO scanner, traffic control devices, and a UAV with mapping software.
2. Authorizing the City Manager or his designee to execute grant agreements and appropriate funds upon confirmation of the grant award.
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of SAFE grant funds.
4. Authorizing the Chief of Police or designee to submit all program-related progress or status reports.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

3. Public Works Department

SUBJECT: Grant Application for Tree Mortality Event CDAA-2015-05.

RECOMMENDATION: That the City Council adopt a resolution:

1. Authorizing the City Manager to submit an application for \$75,000 in federal financial assistance under the Disaster Relief Act of 1974 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act to be used for the Tree Mortality Event CDAA-2015-05 response;
2. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims for the use of grant funds;
3. And approve a budget appropriation recognizing \$82,500 in grant revenue and appropriation of grant funds.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Fire Department

SUBJECT: Authorization to Submit a Grant to Ventura County Service Authority for Freeway Emergencies (SAFE) for \$440,627 for the Purchase of Battery-Operated Extrication Equipment for Ventura County Fire Protection District, and the Cities of Oxnard, Ventura and Fillmore Fire Departments. (No matching funds required).

RECOMMENDATION: That City Council adopts a resolution:

1. That ratifies the submission of an application to the Ventura County Transportation Commission for \$440,627 for the purchase of battery-operated extrication equipment for Ventura County Fire Protection District, and the Cities of Oxnard, Ventura, and Fillmore Fire Departments;
2. That authorizes the City Manager or designee to execute the agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2021-2023 for the use of grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

5. Public Works Department

SUBJECT: Budget Appropriation for the PAL Gymnasium South Wing Roof Replacement Project PW 20-11.

RECOMMENDATION: That the City Council approve and authorize:

1. The City Manager to execute a budget appropriation transfer in the amount of \$180,385 from the Saviers Road Street Resurfacing Project (203007) to the PAL Gym Roof Replacement Project (205501) in the 2006 TAB HERO Fund (315); and
2. An increase of \$50,000 in Project contingency from \$20,649 to \$70,649 for use in this Project and to extend the completion date to February 28, 2022.

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Cultural & Community Services Department

SUBJECT: Resolution Commending Lisa Marie Ayala for over 37 Years of Exemplary Service to the City of Oxnard.

RECOMMENDATION: That the City Council adopt a resolution commending Lisa Marie Ayala for over 37 years of exemplary service to the City of Oxnard.

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

7. Police Department

SUBJECT: Edward Byrne Memorial Justice Assistance Grant FY2018 Local JAG.

RECOMMENDATION: That City Council adopt a resolution:

1. Authorizing the City Manager to execute a submitted application for the U.S. Department of Justice (DOJ) grants funds in the revised amount of \$117,551 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY2018 Local Solicitation;
2. Authorizing the City Manager to execute a revised Memorandum of Understanding with the County of Ventura and the Cities of San Buenaventura and Simi Valley designating the City of

Oxnard as the lead agency and fiscal agent for the 2018 JAG.; and

3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of the grant award.

Legislative Body: City Council

Contact: Jason Benites, (805) 385-7624

8. Public Works Department

SUBJECT: Adopt Ordinance No. 3005 for the Dissolution of the City of Oxnard Community Facilities District No. 6 (Northshore at Mandalay Bay).

RECOMMENDATION: That the City Council adopt Ordinance No. 3005 Ceasing Levy of Special Tax, Extinguishing Lien and Dissolving Community Facilities District No. 6 (Northshore at Mandalay Bay).

(This item was introduced at the October 19, 2021 City Council meeting, therefore this item did not originate in Committee.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

9. Housing Department

SUBJECT: City Participation in the Emergency Rental Assistance Program.

RECOMMENDATION: That the City Council:

1. Adopt a Resolution Authorizing the City's Participation in the State Rental Assistance Program - 2 ("SRA - 2") and Directing the City Manager to Take Actions to Effectuate the City's Participation;

2. Authorize and Direct the City Manager or his Designee to enter into an Agreement with the State of California Housing and Community Development Department ("HCD") governing the administration of the City's direct allocation of federal Emergency Rental Assistance Program ("ERAP-2") on behalf of the City; and

3. Authorize and Direct the City Manager or his Designee to accept an allocation of \$93,155.92 from the HCD for the purpose of defraying the costs of administration of the ERAP-1 program, and approve and authorize a budget appropriation in that amount (to Fund 261-5139, project 775235).

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

10. Public Works Department

SUBJECT: Agreement A-8368 with Toter, LLC for the Purchase of Residential Containers and Parts for the Environmental Resources Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8368 with Toter, LLC in the amount not to exceed \$750,000 for a three-year term ending December 31, 2024 for the purchase of residential containers and parts.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

11. Public Works Department

SUBJECT: Agreement A-8380 with Chrisp Company for On-Call Street Striping and Marking Services PW 22-17.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8380 with Chrisp Company in the amount not to exceed \$435,000 for a three-year term for On-Call Street Striping and Marking Services PW 22-17.

(Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

12. Public Works Department

SUBJECT: Purchase Order with PB Loader Corporation for Two New Asphalt Patch Truck Purchases for Streets Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with PB Loader Corporation in the amount not to exceed \$496,346 for the purchase of two (2) new Asphalt Patch Trucks for the Street Maintenance Division.

(Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

13. Public Works Department

SUBJECT: Purchase Order with Quinn Company for Heavy Equipment for the Water Division.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with Quinn Company in the amount not to exceed \$407,128.75 for heavy equipment for the Water Division.

(Public Works and Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

M. PUBLIC HEARINGS1. Housing Department

SUBJECT: Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2020-21. (0/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments regarding the Consolidated Annual Performance and Evaluation Report for Fiscal Year 2020-21 to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development; and

2. Review and file the City of Oxnard's Consolidated Annual Performance and Evaluation Report for FY 2020-21.

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

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

November 16, 2021

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N. REPORTS

1. City Manager Department

SUBJECT: A Resolution of the City Council of the City of Oxnard authorizing the City Manager to refund employee givebacks to former employees.

RECOMMENDATION: That the Oxnard City Council adopt the attached Resolution authorizing the City Manager to refund benefit givebacks made by former City employees.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Treasurer

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending September 30, 2021. (0/5/5)

RECOMMENDATION: That the City Council receive and file the quarterly report for the period ending September 30, 2021. (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/DynDNdGbab0>

Legislative Body: City Council

Contact: Phillip Molina, (805) 385-7808

O. ADJOURNMENT

Department of Billing and Licensing

214 South C Street, Oxnard, CA 93030

Utility Billing (805) 385-7816 - Fax (805) 385-7865

Licensing (805) 385-7817

Fax (805) 385-7836



DEPARTMENT OF BILLING AND LICENSING'S CLAIM FORM

Customer Name	Dandy Cooling Co	Date	01/13/21
Address (Bill)	1252 Growers St Salinas, CA 93901	Phone Number	
Account#/BTC License #		Amt Approved	Req. Re-Bills

SECTION A

Claim for Utility Payment Refund or Credit

(\$1000 maximum one time adjustment)

Water ☐

Sewer ☒

Refuse ☐

Amount Requested:

Requesting Re-Bills

State the facts and reason on which this claim is based (attach additional sheets if necessary)

Please see attached, we had a calibration issue which has been corrected
We request ReBill for normal usage

List the names of City employees that you have communicated with regarding this claim and dates (if known)

Lupe Gomez - 12/15/20

Badaoui Mouderrres - 12/15/20

Alfredo Salcedo - 11/19/20 (initial contact)

Requesting Re-Bills

SECTION B

Please see details on attached Water Analysis. **

Request for Bill Correction

WA / SW/ REF bill delinquent penalties \$		Solid Waste Correction \$		Original Bill Amount \$	
Meter Reading Overestimated/ underestimated \$		Other \$		Corrected Bill Amount \$	
Meter Misread/Incorrect reading billed \$		Total \$		Difference (over/under)	

Description:

Please see attached, Readings were incorrectly reported.
We are requesting Rebill for month Aug 20 - Dec 20.

Signature (Signed under penalty of perjury)

Date

01/13/21

Received by

Date

10/11/21

Recommended Action

☒ Approved

☐ Denied

Verified ID:

No:

Reason

Approval Signature

M. Lopez

Date

10/12/21



CITY COUNCIL AGENDA REPORT

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

DATE: November 16, 2021

TO: City Council

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

SUBJECT: Oxnard Performing Arts and Convention Center Annual Report. (10/10/10)

RECOMMENDATION

That the Oxnard City Council receive the annual report from Sterling Venue Ventures on the Oxnard Performing Arts Center management agreement.

(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/j61UgrVak78>

BACKGROUND

PACC Agreement

On February 18, 2020, the Oxnard City Council authorized the Mayor to execute a 5-year agreement with Sterling Venue Ventures (SVV) for the operations of the Oxnard Performing Arts and Convention Center (PACC) Auditorium and Meeting Rooms. In summary, the agreement included the following terms:

- a minimum of 52 auditorium events per year at \$2,750 per event
- a flat lease per event with a 15% payment of gross concessions for all events held in the auditorium
- a rate split for all meeting room rentals; and
- the city is paying for utility costs and structural maintenance.

Impacts of the Pandemic

Shortly after the approval of the agreement, on March 13, 2020, by Proclamation 9994, the President declared a national emergency concerning the coronavirus disease 2019 (COVID-19) pandemic. As such, the planned activities and events scheduled for the PACC were postponed and eventually canceled.

In June 2020, in accordance with posted safety regulations, SVV was permitted to hold outdoor socially distanced events in the parking lot and courtyard. SVV held a series of drive-in concerts for the remainder of 2020. During this time, the Oxnard Room, the largest of the meeting rooms, served as a COVID testing site. SVV provided the space and security for the COVID testing site for free.

During the closure, SVV invested over \$100,000 to update lighting, sound, decorations, tables, and chairs in the auditorium. This work made the auditorium performance ready for reopening. SVV also secured their special use permit for alcohol sales. In June of 2021, Sterling Venue Ventures held their first indoor events and has an exciting schedule of music performances, comedy shows, and other exciting events at the Oxnard PACC.

At the City Council meeting on November 16th, Sterling Venue Ventures will present a verbal annual update to the City Council. This presentation will cover the time period between February 2020 through October 2021, with a forecast of upcoming events.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The financial targets based on the agreement terms are: Auditorium Rentals and concessions \$158,000; Meeting Rooms \$90,000.

Due to the pandemic and closure, the Auditorium did not have any indoor rental prior to June 2021. Since April 2020 meeting room rentals have resulted in revenues totaling \$13,299.25.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Julie Estrada, Recreation Coordinator

ATTACHMENTS

1. Oxnard Annual Report

STERLING VENUE VENTURES

OXNARD PERFORMING ARTS CENTER - ANNUAL REPORT



- SVV's agreement with the City of Oxnard to operate the Performing Arts Center was finalized in February of 2020. SVV immediately went to work booking upcoming concerts, but by March of 2020, the Covid outbreak forced the closure of live music events around the country, before we had the opportunity to even present a single event, forcing us to cancel or re-schedule several shows.

- At SVV we take pride in sharing our venues and resources with the surrounding community. To that end, SVV offered the Oxnard PAC as a Covid-19 test site for Oxnard area residents. Not only did SVV donate the space, but also donated the services of security personnel to be on hand daily.



- SVV utilized the downtime to finalize the CUP with the City of Oxnard, and work with Alcoholic Beverage Control to obtain a #47 liquor license for the facility.

- Anxious to move forward with marketing and events at the PAC, SVV soon applied for a Temporary Use Permit from the City, in order to host "Carpool Jam Concert Events" in the parking lot, as well as "R&B Sundays" and even a few "Comedy In The Courtyard" shows on the patio.



- As we waited for the TUP to be issued, SVV staffers built a stage in the parking lot, re-painted parking space lines in the lot in order to delineate socially distanced parking for the outdoor events, and worked on maintenance and upgrades in and around the venue.

- Likewise, the SVV production team created sound and lighting systems that could be easily transported, to insure that attendees of the parking lot and patio events were treated to top-notch audio and visual quality.

- The first parking lot event, a drive-in movie screening of *Frozen* followed by a Fantastic Diamond concert, was held on July 5, 2020, and the last of the "Carpool Jams Concerts" was held on April 17, 2021 (see attached list of events).

- Despite the fact that SVV actually lost money on these labor intensive events, we still consider the concerts as successful endeavors. These events gave area residents a chance to get out of their homes and have some much-needed fun in a safe environment after months of forced lockdowns, and were a good marketing tool for future events at the venue.

STERLING VENUE VENTURES

OXNARD PERFORMING ARTS CENTER - ANNUAL REPORT



- Of course, SVV continued to perform maintenance and upgrades (parking lot, security system) on the venue throughout this time, but once the “Carpool Jams Concerts” came to an end, SVV’s efforts were concentrated on insuring the venue to be Covid compliant, and making further upgrades, to bring the entire venue up to current health code standards, so that we no longer operate under the “grandfather code.”
- Other upgrades are still in the works, which include purchasing the necessary equipment to repair the marquee sign. The equipment has just been delivered and is awaiting installation.
- It is important to note that because SVV was not operating the venue pre-pandemic, the company was not eligible to receive SVOG money for the Oxnard PAC. However, understanding the importance of making repairs and upgrades, SVV invested \$100,000.00 of our own money toward these improvements.



- Our first concert in the auditorium was The Spinners on June 26, 2021. Since that time, we’ve had indoor shows with Dionne Warwick, Louis C.K., Cirque Musica Holiday Spectacular, Lou Gramm (the original voice of Foreigner) plus Asia featuring John Payne, The English Beat, Bone Thugs-N-Harmony, and a Latin –themed concert featuring four name artists from the genre, and more. (See the attached complete list of Auditorium Shows.) In addition, our R&B Sundays on the patio are ongoing.
- We have 10 concerts on our books that were postponed TBD due to Covid, that we are in the process of re-scheduling. More importantly, we have 18 upcoming confirmed concerts (see attached list of upcoming shows), and that number is constantly growing, as booking for the Oxnard PAC is a top priority for our team of talent buyers.

- Some of the artists with whom we are currently negotiating prospective appearances at Oxnard PAC include: The Temptations, Lyle Lovett, Tower Of Power, Average White Band, comedian Brian Regan, Hot Tuna, Little Feat, and Psychedelic Furs.

- Of course, SVV continues to make the Oxnard PAC available for special events (such as the Martin Luther King Day celebration, and the Gotta Dance recital we presented in June), filming, streaming, and community-related functions.



STERLING VENUE VENTURES

OXNARD PERFORMING ARTS CENTER - ANNUAL REPORT



- Based on the fact that we have 7 concerts in the Auditorium slated for November, which will generate \$19,250.00 for the City of Oxnard, we believe we are well on our way to meeting, and most likely surpassing the \$158,000.00 of income to the City that was guaranteed in the terms of our Agreement.
- As for the \$90,000.00 guarantee of income to the City from events held in the Rooms, we believe events scheduled by the non-profit OPAC should meet that goal, and even if, for some reason, they fall short the overage from the projected income earned from Auditorium events, should easily make up the difference.
- In conclusion, even though we are still dealing with repercussions from the Covid-19 pandemic, as long as the Covid trajectory continues to improve, and future restrictions are not imposed, the immediate future looks bright, and the extended forecast even better. We fully intend to make the Oxnard PAC a vibrant epicenter of the City, bringing new patrons to the area that will spur continued growth for local restaurants and businesses in the years to come.

Lance Sterling

Owner/CEO

Sterling Venue Ventures, LLC

lancecsterling@me.com

(805) 657-9201

Carpool Jam Concerts

Where music meets the soul



FROZEN DRIVE-IN MOVIE & FANTASTIC DIAMOND	JUL 5, 2020	COURT YARD COMEDY	NOV 13, 2020
REGGAE KNIGHTS	JUL 12, 2020	BON JOVI TRIB.	NOV 13, 2020
REGGAE KNIGHTS	JUL 19, 2020	BRUNO MARS TRIB.	NOV 14, 2020
COMEDY IN YOUR CAR	JUL 25, 2020	COURT YARD COMEDY	NOV 14, 2020
REGGAE KNIGHTS	JUL 26, 2020	ELVIS TRIB	NOV 20, 2020
COMEDY IN YOUR CAR	AUG 1, 2020	FLEETWOOD MAC TRIB.	NOV 22, 2020
MANA TRIB.	AUG 8, 2020	STEVIE NICKS DRIVE-IN MOVIE	NOV 23, 2020
GUNS & ROSES TRIB.	AUG 15, 2020	COUNT YARD COMEDY	NOV 27, 2020
SELENA TRIB.	AUG 22, 2020	ELTON JOHN TRIB.	NOV 27, 2020
LIL WILLIE G	AUG 28, 2020	ACDC TRIB.	NOV 28, 2020
QUEEN TRIB.	AUG 29, 2020	COURT YARD COMEDY	NOV 28, 2020
LED ZEP TRIB.	SEP 4, 2020	THE FAB FOUR	DEC 4, 2020
DOORS TRIB.	SEP 5, 2020	VAN HALEN TRIB.	DEC 5, 2020
BILLY IDOL TRIB.	SEP 11, 2020	CRAIG SHOEMAKER	FEB 12, 2021
EAGLES TRIB.	SEP 12, 2020	COURT YARD COMEDY (CRAIG)	FEB 14, 2021
METALICA TRIB.	SEP 18, 2020	FOREIGNER TRIBB.	APR 2, 2021
PULLEY	SEP 19, 2020	ROBERT PLANT TRIB.	APR 3, 2021
JOURNEY TRIB.	SEP 26, 2020	THE DOORS TRIB.	APR 9, 2021
MADONNA TRIB.	OCT 2, 2020	PRINCE TRIB.	APR 10, 2021
SELENA TRIB.	OCT 4, 2020	MADONNA TRIB.	APR 16, 2021
U2 TRIB.	OCT 9, 2020	DEPECHE MODE TRIB.	APR 17, 2021
BEATLES TRIB.	OCT 10, 2020		
QUEEN TRIB.	OCT 18, 2020		

STERLING VENUE VENTURES

OXNARD PERFORMING ARTS CENTER - ANNUAL REPORT



AUDITORIUM SHOWS

JUNE 26TH THRU NOV 11TH

THE SPINNERS	JUN 26TH, 2021
PINK FLOYD TRIBUTE BY WHICH ONE'S PINK	JUL 31ST, 2021
THE ENGLISH BEAT	AUG 13TH, 2021
BONE THUGS-N-HARMONY	AUG 14TH, 2021
DSB: JOURNEY TRIBUTE	SEP 10TH, 2021
DIONNE WARWICK	OCT 3RD, 2021
GROUP BRYNDIS, SAMURAI,	OCT 16TH, 2021
MARCO TAPIO Y EL GRUPO JAVI, KAYLANIE BARRERA	
LOUIS C.K.	OCT 20TH, 2021
LOUIS C.K.	OCT 21ST, 2021
CIRQUE MUSICA HOLIDAY SPECTACULAR	NOV 11TH, 2021
LISA LISA & TRINERE	NOV 12TH, 2021
LOU GRAMM: THE ORIGINAL VOICE OF FOREIGNER	NOV 13TH, 2021
ASIA FEATURING JOHN PAYNE	

UPCOMING CONCERTS & EVENTS

THE DAZZ BAND, ORIGINAL LAKESIDE, GILBERT ESQUIVEL	NOV 19TH, 2021
THE RIGHTEOUS BROTHERS	NOV 20TH, 2021
GEORGE LOPEZ	NOV 26TH, 2021
TIERRA & MALO	NOV 27TH, 2021
DOKKEN & JACK RUSSELL'S GREAT WHITE	DEC 4TH, 2021
BABY BASH, LIL ROB, MC MAGIC	DEC 10TH, 2021
DAMIEN ESCOBAR	DEC 11TH, 2021
THEE MIDNITERS / LIGHTER SHADE OF BROWN / MELLOW MAN ACE	DEC 17TH, 2021
JOSE FELICIANO	DEC 19TH, 2021
WAR	DEC 31ST, 2021
TOMMY EMMANUEL CGP	JAN 20TH, 2022
PRICE IS RIGHT LIVE!	JAN 22ND, 2022
TOM SEGURA	FEB 2ND, 2022
SLY SLICK & WICKED, AALON, AND MIRIAH AVILAH	FEB 4TH, 2022
MICHEAL FEINSTEIN	FEB 5TH, 2022
KING LIL G	FEB 19TH, 2022
BUDDY GUY	MAR 11TH, 2022
OHGEESY	MAR 26TH, 2022



A sustainable leader, Oxnard Performing Arts Center Corporation is at the center of Oxnard's artistic, educational, and economic life, inviting residents to discover, create, and connect through engagement with the arts and each other.

HONORARY BOARD

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Jose Cano
Cola Boyy
Don Lombardi
Carmen Ramirez

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PACC ROOMS

Events since March 2020

The PACC Rooms were in use nearly every week since the pandemic started with the exception of March 16 - April 2, 2020 when operations were completely shuttered. The Oxnard Ballroom was offline for rentals from May 4, 2020 through April 30, 2021 to accommodate daily COVID-19 testing, Monday - Friday.

Depending on State, County and City guidelines and protocols, OPAC was able to rent the facilities for approved functions such as church services and memorial services. As the pandemic wore on and more activities were allowed, OPAC was able to book weddings, quinceañeras, an expo, music performances, and meetings. Repeat clients included Reiter, SEIU, and the Oxnard Police Department.

Notable rental events included:

- Ventura County Housing Conference
- Golden Future Expo
- Oxnard Police Dept. testing
- Hip Hop Mindset and Yolie Dance Studio outdoor classes

Notable OPAC events included:

- COVID Relief:
 - Emergency Food Distributions
 - PPE giveaways to homebound caregivers
 - Blood Drives
- Dia de los Muertos Drive-In Celebration
- Family Night (a Covid-19 Vaccine Outreach event)
- Barks & Books
- Free Art Classes and Camps for Teens
- Outdoor Community Classes in Zumba, Sound Bath, Crochet
- Thanksgiving Food Drive
- Holiday Toy Drive
- Cozy Coat Drive
- Census 2020 Drive Thru Event
- Volunteer Work Parties
- Free Professional Headshots
- High School Senior Graduation Photos
- Open Mic Nights



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

DATE: November 16, 2021
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION

That the City Council:

1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.
2. Re-authorize remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361.

BACKGROUND

On March 4, 2020, Governor Newsom issued Executive Order N-29-20, which in part, suspended the Ralph M. Brown Act (the "Brown Act") requirements for the conduct of meetings via teleconference during the COVID-19 pandemic. The Governor issued Executive Order N-08-21 on June 11, 2021, extending the Brown Act modifications to Executive Order N-29-20 through September 30, 2021.

On September 16, 2021, the Governor signed Assembly Bill 361 ("AB 361"), which amends the Brown Act to allow meetings of legislative bodies to be conducted via teleconference under certain conditions during proclaimed emergencies.

On September 20, 2021, the Governor issued Executive Order N-15-21 suspending the provisions of AB 361 through September 30, 2021, and clarifying that legislative bodies may continue to meet under Executive Order N-29-20 through September 30, 2021.

AB 361 allows legislative bodies to hold meetings utilizing teleconferencing without complying with the standard teleconferencing requirements if the Governor has proclaimed a State of Emergency and any of the following circumstances occur:

- State or local officials have imposed or recommended measures to promote social distancing; or
- A meeting is being held for the purposes of determining, by majority vote, whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- The legislative body has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The City's *COVID-19 Comprehensive Policy and Protocol* imposes measures to promote social distancing. Further, the Governor's proclaimed state of emergency remains in effect. Additionally, on September 17, 2021, the Ventura County Health Officer informed the public that Ventura County's case rate is 19.3, which is still considered widespread

community transmission by the Centers for Disease Control and Prevention and the California Department of Public Health. Further, on September 21, 2021, the Health Officer recommended that social distancing measures continue to be practiced throughout Ventura County communities to minimize the spread of COVID-19. Also, on October 18, 2021, the Ventura County Public Health Officer extended Ventura County's indoor mask order, requiring all individuals, regardless of vaccination status, to wear face coverings when indoors in public settings, with limited exceptions. As noted by the Ventura County Health Officer, "The order is necessary to reduce the rate of community spread and to reinforce the need for safe interactions."

On October 5, 2021, the City Council adopted a resolution ratifying its proclamation of a local emergency on March 17, 2020, and authorizing remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with AB 361. On October 19, 2021, the City Council adopted a resolution re-authorizing remote teleconference meetings of the City's legislative bodies in accordance with Assembly Bill 361.

If a meeting is held via teleconference under AB 361, the following requirements apply:

- Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment.
- The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to "address the legislative body directly." The agency does not have to provide an in-person option for the public to attend the meeting.
- The meeting must be conducted "in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body."
- If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
- The legislative body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make "real-time" public comments.
- If the agency provides a timed public comment period, the public comment period must be left open until the time expires. If no timed public comment period is provided, a reasonable amount of time per agenda item must be provided.
- Findings must be made every 30 days to continue to conduct teleconference meetings under AB 361.
- The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend measures to promote social distancing.

By re-authorizing the allowance for the City's legislative bodies to continue to meet via teleconference in compliance with AB 361, the City Council finds that it has reconsidered the circumstances of the state of emergency and 1) the emergency continues to impact the ability to meet safely in person, and 2) State or local officials continue to impose or recommend measures to promote social distancing.

City Council's re-authorization is effective until the earlier of December 16, 2021, or such time as the City Council adopts subsequent findings in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

None



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

DATE: November 16, 2021
TO: City Council
FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the September 21, 2021, and October 5, 2021 regular meetings; and the September 30, 2021 special meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 09 21 2021 CC Regular Meeting
2. MINUTES 10 05 2021 CC Regular Meeting
3. MINUTES 09 30 2021 CC Special Meeting

OXNARD CITY COUNCIL
Regular Meeting
September 21, 2021

A. ROLL CALL, POSTING OF AGENDA

At 4:39 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Councilmember Basua only participated in closed session and left the meeting at 5:55 p.m.

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Rose Chaparro, City Clerk.

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Adam Smith, Project Manager; Ken Rozell, Chief Assistant City Attorney; Jason Benites, Police Chief; Denise; Eric Sonstegard, Assistant Chief of Police; Alexander Hamilton, Fire Chief; Betsy George, Chief Financial Officer; Brian Yanez, Acting Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, Senior Civil Engineer; Chris Peyton, Water Operations Manager; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Jeff Pengilley, Community Development Assistant Director; Scott Kolwitz, Planning & Environmental Services Manager; Isidro Figueroa, Principal Planner; Terrel Harrison, Cultural & Community Services Director; Eden Alomeri, Billing & Licensing Director participated via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION (4:40 – 5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: John Curtis Newman, III v. City of Oxnard; et al.
United States District Court, Central District, Case No. 2:20-cv-03173-ODW-JC
Legislative Body: City Council

At 4:40 p.m., the City Council recessed to a closed session. At 5:00 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. APPOINTMENT ITEMS (5:04 – 5:55 PM)

1. City Manager Department

SUBJECT: Presentation by Southern California Edison on Wildfire Mitigation. (10/10/5)

RECOMMENDATION: That City Council receive a presentation by Southern California Edison on Wildfire Mitigation.

(Live presentation at the request of Southern California Edison).

Dani Anderson, Government Relations Manager, with Southern California Edison, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff. The presentation was received and filed, no formal action was required.

2. City Manager Department

SUBJECT: Oxnard Convention & Visitors Bureau (OCVB) Annual Report. (15/10/5)

RECOMMENDATION: That the City Council receive the OCVB FY19/20 and FY20/21 Annual Report.

(Live presentation by Oxnard Convention & Visitors Bureau President & CEO Julie Mino)

Ashley Golden, Assistant City Manager, introduced Brittney Hendricks, Vice President of Marketing & Communications; and Julie Mino, President/CEO, with Visit Oxnard (previously Oxnard Convention & Visitors Bureau) who presented and answered questions. No public comments were received. Discussion ensued among the Council and staff. No formal action was required.

E. OPENING CEREMONIES (6:01 PM)

The flag salute was followed by a moment of silence.

F. CEREMONIAL ITEMS

1. **SUBJECT**: Presentation of **Resolution #15,486** to Joseph M. Rodriguez for over 37 Years of Outstanding Service to the City of Oxnard.

Mayor Zaragoza read **Resolution #15,486** and presented it to Joseph M. Rodriguez, who made some remarks.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem MacDonald; to approve the recommended action as presented. VOTE: Teran, Zaragoza, Lopez, MacDonald, Madrigal, and Perello voted in favor; the motion carried 6-0. Councilmember Basua was absent.

2. **SUBJECT**: Presentation of a Proclamation Designating September 15 - October 15, 2021 as "Hispanic Heritage Month."

Mayor Zaragoza read the proclamation and presented it to Javier Gomez, founder and Artistic Director of Teatro Inlakech, who made some remarks. Javier Gomez retired from the Oxnard School District in 2006, after 33 years of teaching elementary and junior high school youngsters. He continues to educate and motivate youth through the Inlakech Cultural Arts Center.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Henry Alvarado Sapien (Cost of Living), Douglas Partello (Housing Department employees working in a hostile work environment, harassment, and discriminatory abuse/asking for a full investigation), Max Ghenis (carbon emissions/air pollution), Ray Blattel (bicycle safety/educate students to wear helmets); Maria Margarita Navarro (climate change), Danny Carrillo (bullying and hostile work environment of the Housing Department employees), Jack R. Villa, Hobson Way Park Neighborhood (Performance Arts Center property neglected), Manuel Herrera (utilities funds lawsuit court ruling), Lang Martinez (Peggy Ayala River's Resignation), and Nathan Alexander Castillo (carbon emissions/climate change).

Written comments were received from Douglas Partello (Housing Department Staff Turn-over, Housing Complaints, Housing Tenant Concerns), and the First 5 Ventura County (American Rescue Plan/ARPA Investment Projects).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. City Manager Department

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

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

The City Manager gave a report on the City's COVID-19 response. No formal action was required.

I. CITY COUNCIL REPORTS

Councilmember Perello thanked the public speakers. He reminded the public to wear a mask in public places. He attended with Councilmember Lopez, the 911 Ceremony at the Fire Station located on Vineyard Avenue. He also attended the Airport Authority and the Ventura Regional Sanitation District meetings.

Councilmember Teran asked that staff research the HR2307 item and see what can be done as a Council. He thanked the staff for the aesthetics work being done at the Performing Arts Center.

Mayor Pro Tem MacDonald acknowledged Supervisor Matt LaVere and Supervisor Carmen Ramirez with the County of Ventura for the work being done at the Santa Clara river bottom. He is also glad that the City of Oxnard is working in partnership with the County. He participated in several meetings to discuss and review the new bill signed by the Governor. He also attended the Ventura County Transportation Commission meeting and the Visit Oxnard (formerly the Oxnard Convention Visitor's Bureau) meeting as well.

Councilmember Lopez participated in the Beacon and the Airport Authority meetings. She also participated in the California Coastal Cleanup Day event at Hueneme Beach with the Coastal Keepers and the Port of Hueneme. Condolences to Oxnard Resident to Letha Washington's family.

Councilmember Madrigal extended his condolences to a childhood friend, Fred Cisneros family who recently passed. Thanked everyone that helped his family during this difficult time. He also attended the 911 Ceremony at Station 5 in the Colonia neighborhood.

Mayor Zaragoza thanked Manuel Gonzales for extending an invitation to attend an event to recognize the Ventura Veterans. He also attended a 911 Ceremony at Station 1 with Mayor Pro Tem MacDonald, Councilmember Teran, and City Manager's Office staff. He thanked the Fire Department for a great ceremony. He also thanked Police Chief Benites for meeting with him to find options to resolve the parking issues at the Villa Victoria neighborhood, along Victoria Avenue.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K-5 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Douglas D. Partello.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the May 18, 2021, June 1, 2021, June 15, 2021, and June 29, 2021 Regular Council Meetings and the May 12, 2021 and June 7, 2021 Special Council Meetings, as presented.

2. Public Works Department

SUBJECT: CalRecycle Rubberized Pavement Grant Program Application.

RECOMMENDATION: That City Council adopt **Resolution #15,487** authorizing:

1. The City Manager or Public Works Director, or his/her designee to execute in the name of the City of Oxnard all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project for an amount not to exceed \$250,000 in California Department of Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program funds, to be used for the resurfacing of several streets identified in the FY 2021-26 Capital Improvement Plan (CIP). (This item did not originate in Committee.)

3. Public Works Department

SUBJECT: Execute Purchase Order to Commodity Trucking Acquisition, LLC dba Tri-County Transportation for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services PW 21-82.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Purchase Order with Tri-County Transportation for Backfill and Resurfacing Material Sales, Delivery and Haul Away Services in the amount not to exceed \$270,000 for a three-year term from January 1, 2022 to December 31, 2024. (Public Works and Transportation Committee approved 3-0.)

4. Housing Department

SUBJECT: First Amendment with Major Event Trailers for Rental of Mobile Restrooms, Showers, and Laundry Facilities for the K Street Temporary Emergency Shelter.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment with Major Event Trailers (A-8277) to provide the rental of mobile restrooms, showers, and laundry facilities for the Temporary Emergency Shelter at 351 South K Street for an increased amount of \$98,043.59 for a total contract amount \$383,043.59.

5. Public Works Department

SUBJECT: Additional Budget Appropriation for Civic Annex 3rd Floor Tenant Improvement Project PW 20-21R.

RECOMMENDATION: That the City Council approve and authorize the City Manager to approve a budget re-appropriation in the amount of \$175,000 from General Fund contingency to the General Fund Capital Outlay Fund 301 for the Civic Annex 3rd Floor Tenant Improvement Project PW 20-21R (Project No. 171601).

It was moved by Councilmember Teran, seconded by Councilmember Lopez, to approve the Information/Consent items as presented. VOTE: MacDonald, Perello, Madrigal, Zaragoza, Teran, and Lopez voted in favor; motion passed 6-0. Councilmember Basua was absent.

M. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Planning & Zoning (PZ) Permit No. 20-580-05 (Zone Text Amendment) – An Amendment to the Oxnard City Code, Chapter 16 (Zoning Code) adding Medical Clinics and Hospitals as sensitive uses requiring separation from Firearm Ranges and Businesses Engaged in the Sale of Firearms and Ammunition. The proposed regulations would apply Citywide (Inland Zone) and pertain to the General Commercial (C-2) and Limited Manufacturing (M-L) zoning districts. (0/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Determine the Zone Text Amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3); and
3. Introduce **Ordinance #2998** for first reading (by title only, waiving further reading) adding Medical Clinics and Hospitals as sensitive uses requiring separation from establishing regulations to address Firearm Ranges and the Sales of Firearms and Ammunition. (Planning Commission recommends approval 6-0).

The City Clerk announced the affidavit of publication and stated that no written communications were received. Isidro Figueroa, Principal Planner and Ken Rozell, Chief Assistant City Attorney presented and answered questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Zaragoza, Perello, Lopez, and Teran voted in favor; MacDonald and Madrigal voted against; the motion carried 4-2. Councilmember Basua was absent.

At 9:59 p.m. City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: MacDonald, Zaragoza, Perello, Madrigal, Teran, and Lopez voted in favor; the motion carried 6-0. Councilmember Basua was absent.

N. REPORTS

1. City Manager Department

SUBJECT: Selection of American Rescue Plan Act Investment Projects

RECOMMENDATION: That the City Council begins making final decisions on American Rescue Plan Act (ARPA) investments. Staff recommends that the City Council makes tranche 1 investment decisions and as many tranche 2 investment decisions as the City Council deems appropriate. If the City Council does not decide on investment decisions totaling \$59,540,662, the City Council can decide on the balance at a later date.

ARPA costs must be incurred or encumbered by December 31, 2024, and all projects must be completed by December 31, 2026.

Alexander Nguyen, City Manager, presented and answered questions. Public comments were received from Douglas Partello, Chris Hernandez, Ray Blattel, Anthony Mireles, Jesus Torres, Max Ghenis, and Joshua Medrano. Discussion ensued among the Council and staff.

A separate vote was made for item #18, Gold Course Event (Wedding) Venue:

It was moved by Councilmember Perello, seconded by Mayor Zaragoza, to approve the recommended action as presented. VOTE: Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted in favor; Madrigal voted against; motion passed 5-1. Councilmember Basua was absent.

Council's vote for the remainder of the items, as follows:

It was moved by Mayor Zaragoza, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: MacDonald, Perello, Lopez, Zaragoza, Madrigal, and Teran voted in favor; motion passed 6-0. Councilmember Basua was absent.

2. Fire Department

SUBJECT: Purchase Order for Bauer Compressors Inc. in the amount of \$1,255,173 for replacement Self Contained Breathing Apparatus (SCBA)

RECOMMENDATION: That the City Council authorize the Mayor to execute a Purchase Order with Bauer Compressors, Inc. in the amount of \$1,255,173 for the purchase of 118 Self-Contained Breathing Apparatus (SCBAs) and related accessories and training. (Presentation will be live upon consultant's request).

Alexander Hamilton, Fire Chief, was available to answer questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Zaragoza, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Lopez, Teran, Zaragoza, MacDonald, Perello, and Madrigal voted in favor; motion passed 6-0. Councilmember Basua was absent.

3. Community Development Department

SUBJECT: Joint Use Agreement with Southern California Edison Company. (0/10/10)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the attached Joint Use Agreement with Southern California Edison Company, denoted as JUA203904272, pertaining to the Rice Avenue right of way adjacent to the westerly boundary of the Sakioka Farms Specific Plan area. (This item did not originate in Committee.)

Vyto Adomaitis, Community Development Director, was available to answer questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Mayor Zaragoza, to approve the recommended action as presented. VOTE: Perello, MacDonald, Madrigal, Zaragoza, Lopez, and Teran voted in favor; motion passed 6-0. Councilmember Basua was absent.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 11:35 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

MINUTES
OXNARD CITY COUNCIL
Council Meeting
October 5, 2021

A. ROLL CALL, POSTING OF AGENDA

At 6:03 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, and Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Housing Authority Commissioner Jose Andrade joined the meeting at 6:05 p.m., via videoconference.

Staff members present in person were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Rose Chaparro, City Clerk.

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Adam Smith, Project Manager; Ken Rozell, Chief Assistant City Attorney; Jason Benites, Police Chief; Christopher Williams, Police Commander; Alexander Hamilton, Fire Chief; Betsy George, Chief Financial Officer; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Jan Hauser, Wastewater Division Manager; Roberto Fuentes, Wastewater Operations Manager; Emilio Ramirez, Housing Director; Vyto Adomaitis, Community Development Director; Scott Kolwitz, Planning & Environmental Services Manager; Kathleen Mallory, Planning & Sustainability Manager; Isidro Figueroa, Principal Planner; and Eden Alomeri, Billing & Licensing Director participated via videoconference.

Amy Sinsheimer, AICP Senior Associate at PlaceWorks; Heather Davis, Senior Planner at Rincon Consultants, Inc.; Todd C. Mooney, Successor Agency Special Counsel; Fernando Villa, Partner at Allen Matkins; John Muggridge, Principal at Fehr & Peers; Sara Mares, Director at NBS Local Government Consultants; Scott Bordogna, Vice President at GTIS Partners, and Maryann L. Goodkind, CFD Counsel at Norton Rose Fullbright also participated via videoconference.

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

B. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2021 as "Domestic Violence Awareness Month."

Mayor Zaragoza read the proclamation and presented it to Sergeant Scott Aaron, Oxnard Police Department, who made some remarks.

2. SUBJECT: Presentation of a Proclamation Designating the Week of October 3 - 9, 2021 as "Fire Prevention Week."

Mayor Zaragoza read the proclamation and presented it to Fire Chief Alexander Hamilton, who introduced Fire Marshall Stephen McNaughten, who made some remarks.

3. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2021 as "Breast Cancer Awareness Month."

Mayor Zaragoza read the proclamation and presented it to Jason Benites, Police Chief; Alexander Hamilton, Fire Chief; and Sylvia Rosolek, President of the Ventura County Ribbons of Life Foundation, who made some remarks.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Alice Madrid (Adequate Parking for Seniors), Veronica Munoz (Peggy Rivera's Resignation), Lang Martinez (Homeless Advocate concerned about the Resignations of Peggy Ayala Rivera, Erica Manta, Grace Navarro, Patty Sanchez, and Rose Banuelos), Jose Barrera (Union Representation for Security Officers), Danny Carrillo, SEIU Organizer & Chief Negotiator (Concerned about Hostile Work Environment in particular the Housing Department employees), Jack R. Villa, Homeless Commission (Concerned about Peggy Rivera's resignation and thanked her for devotion to helping the homeless).

E. 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 from Director of Emergency Services, and adoption of **Resolution #15,488** ratifying the proclamation of a local emergency and authorizing remote teleconference meetings of legislative bodies of the City of Oxnard (10/5/5)

RECOMMENDATION: That the City Council: 1. Receive and file an update from the Director of Emergency Services on the COVID19 Local Emergency.

2. Adopt **Resolution #15,488** ratifying its proclamation of a local emergency on March 17, 2020, and authorizing remote teleconference meetings of the legislative bodies of the City of Oxnard in accordance with Assembly Bill 361.

Alexander Nguyen, City Manager, presented and answered questions. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: MacDonald, Zaragoza, Perello, Madrigal, Basua, Teran, and Lopez voted in favor; motion passed 7-0.

F. CITY COUNCIL REPORTS

Mayor Pro Tem MacDonald attended the Ventura County Transportation Commission meeting and announced that Darren Kettle has accepted a position as the Chief Executive Officer at Metrolink. Ventura County Transportation Commission is currently recruiting for its new Executive Director. Mayor Pro Tem MacDonald also attended the Gold Coast Transit District meeting and announced that Steven Brown, General Manager, announced his retirement. Gold Coast Transit District is also currently recruiting for its next General Manager.

Councilmember Lopez participated in Ormond Beach restoration work and cleanup event.

Councilmember Teran attended the “Celebrating 25 Years” Opening Ceremonies for the Relay for Life at Oxnard High School. He also attended the ground breaking ceremony for the Tru Hotel by Hilton. This hotel is majority black investors and first black owned hotel in the County of Ventura.

Councilmember Basua also attended the Opening Ceremonies for the Relay for Life at Oxnard High School. Asked the Council for their input on bringing back for consideration the Resolution to support the security officers. She also attended the League of Cities Conference in Sacramento to represent the City of Oxnard and found it motivating.

Councilmember Madrigal thanked Mariposa Landscape for their recent landscape work at District 3. Councilmember Madrigal was appointed to the Alumni Board at California Lutheran University and has been busy working with the students.

Councilmember Perello recently attended the Channel Islands Neighborhood Council meeting. He also attended the ground breaking ceremony for the Tru Hotel by Hilton and presented a proclamation on behalf of the City of Oxnard. He also thanked the residents for their public comments.

Mayor Pro Tem MacDonald attended the Walk to End Alzheimer’s event to raise awareness and funds for Alzheimer’s care, support and research at the RiverPark neighborhood. It was a great turn out and a nice event.

Mayor Zaragoza announced that he attended the 31st Annual El Concilio Leadership Awards.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K-3 were discussed among the Council and staff.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the meeting minutes of the July 6, 2021 and July 20, 2021 regular meetings as presented.

2. Public Works Department

SUBJECT: Agreement A-8369 with Holloway Environmental Solutions, LLC for Biosolids Hauling and Disposal Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8369 with Holloway Environmental Solutions, LLC, in the amount not to exceed \$5,000,000 for a three-year term ending October 31, 2024, for Biosolids Hauling and Disposal Services for the Wastewater Division. (Public Works and Transportation Committee approved 3-0.)

3. Police Department

SUBJECT: Trade Services Agreement with Professional Security Consultants (PSC) for Downtown Security Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a four (4) - year agreement (contract number A-8370) for security services in the Central Business District, the Oxnard Public Library, and the Oxnard Service Center with Professional Security Consultants ("PSC") in the amount not to exceed \$1,260,000.00.

(The Community Services, Public Safety, and Housing & Development Committee approved 3-0 on September 14, 2021.)

It was moved by Councilmember Lopez, seconded by Councilmember Basua, to approve the Information/Consent items as presented. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, Teran, and Lopez voted in favor; motion passed 7-0.

At 9:58 p.m. City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

It was moved by Councilmember Perello, seconded by Councilmember Teran, to approve the recommended action as presented. VOTE: Madrigal, Lopez, Teran, MacDonald, Basua, Perello, and Zaragoza; voted in favor; the motion carried 7-0.

J. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Sale of Oxnard Community Development Commission Successor Agency-owned property located on 6th and 7th streets adjacent to Meta Street (APNs 201-0-213-140, 201-0-272-030, 201-0-272-020, and 201-0-213-130) for a total purchase price of \$212,740 to the Oxnard Housing Authority. (0/10/10)

RECOMMENDATION: 1. That the Oxnard Community Development Commission Successor Agency adopt **SA Resolution #39** titled "A Resolution of the Governing Board of the Oxnard Community Development Commission Successor Agency, approving, and recommending to the Ventura County Consolidated Oversight Board approval of: 1) entry by the Oxnard Community Development Commission Successor Agency into a proposed Purchase and Sale Agreement with the Oxnard Housing Authority; (2) a Grant Deed to effectuate said purchase and sale of real property; (3) the remittance of the net purchase price proceeds received by the Oxnard Community Development Commission Successor Agency after close of escrow to the Ventura County Auditor-Controller for disposition to taxing entities; and (4) related actions."

2. That the Board of Commissioners of the Oxnard Housing Authority conduct a public hearing and adopt **Resolution #1327** titled "A Resolution of the Board of Commissioners of the Oxnard Housing Authority, approving: (1) entry by the Oxnard Housing Authority into a proposed Purchase and Sale Agreement with the Oxnard Community Development Commission Successor Agency; (2) a Grant Deed to effectuate said purchase and sale of real property and the Oxnard Housing Authority's acceptance thereof; and (3) related actions."

3. That the City Council:

i. Conduct a public hearing and consider the Summary Report prepared pursuant to California Health and Safety Code section 33433; and

ii. Adopt **Resolution #15,489** titled "A Resolution of the City Council of the City of Oxnard (1) making findings and taking action pursuant to the provisions of California Health and Safety Code sections 33431 and 33433; (2) approving: (a) the sale and transfer of certain real property from the Oxnard Community Development Commission Successor Agency to the Oxnard Housing Authority; (b) entry by the Oxnard Community Development Commission Successor Agency and the Oxnard Housing Authority into a proposed Purchase and Sale Agreement; and (c) a Grant Deed to effectuate said purchase and sale of real property; and (3) approving related actions."

The City Clerk announced the affidavit of publication and stated that no written communications were received.

The following ex parte communications were reported by Council: Councilmember Perello stated that he was contacted by Angela Whitcomb, Chair of the Parks and Recreation Community Services District. Councilmember Teran reported that he was also contacted by Angela Whitcomb, Chair of the Parks and Recreation Community Services District; Chris Hernandez, Parks and Recreation Community Services District; as well as Roger Poirier, Commissioner and Vice Chair of the Parks and Recreation Community Services District. Councilmember Basua reported that she received a text from Angela Whitcomb, Chair of the Parks and Recreation Community Services District and a letter from a resident regarding the subject. Mayor Pro Tem MacDonald reported that he was contacted by Angela Whitcomb, Chair of the Parks and Recreation Community Services District; and received an email from Roger Poirier, Commissioner and Vice Chair of the Parks and Recreation Community Services District.

Ashley Golden, Assistant City Manager and Todd C. Mooney, Successor Agency Special Counsel answered questions from Council.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Chris Hernandez, Angela Whitecomb, Roger Poirier, Daniela Aguirre, and Manuel Herrera.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

J.1.1. Oxnard Community Development Commission Successor Agency

It was moved by Councilmember Basua, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Zaragoza, MacDonald, Perello, Lopez, Madrigal, Basua, and Teran voted in favor;

the motion carried 7-0.

J.1.2. Oxnard Housing Authority

It was moved by Councilmember Basua, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Basua, Madrigal, MacDonald, Teran, Lopez, Perello, Zaragoza, and Housing Authority Commissioner Andrade voted in favor; the motion carried 8-0.

J.1.3. Oxnard City Council

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Madrigal, Lopez, Teran, MacDonald, Basua, Perello, and Zaragoza voted in favor; the motion carried 7-0.

2. Community Development Department

SUBJECT: Adoption of 2021-2029 Housing Element, text and map changes to the General Plan Land Use Element, Zoning Map Amendment, and five Oxnard City Code/Zoning Text Amendments related to the 2021-2029 Housing Element. (0/15/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing; and
2. Approve Initial Study and Mitigated Negative Declaration (IS/MND - No. 2021-01); and
3. Approve **Resolution #15,490** adopting the 2021-2029 Final Housing Element (“Housing Element”) update to replace in its entirety the current 2013-2021 Housing Element as Chapter 8 within the 2030 General Plan (PZ No. 20-620-03) with revisions listed under City of Oxnard Final Housing Element Errata No. 1, and text and map changes to the General Plan Land Use Element (PZ Nos. 21-620-02 & 21-620-03) related to the Amendment and Adoption of the 2021-2029 Housing Element; and
4. Approve **Resolution #15,491** approving Zoning Map Amendments (PZ No. 21-580-04) to change zoning designations on 106 parcels to be consistent with Supplement 1 of the Final Housing Element and facilitate construction of housing units as stipulated in the Final Housing Element; and
5. Introduce the following five ordinances for first reading (by title only, waiving further reading)(PZ 21-580-03):
 - a. **Ordinance #2999** of the City Council of the City of Oxnard to Repeal the All-affordable Housing Opportunity Program (AAHOP) and replace these regulations with newly created Affordable Housing, Permitted (-AHP) And Affordable Housing, Discretionary (-AHD) Additive Zone Definitions, Designations and Regulations in OCC Sections 16-420a through 16-420k; and
 - b. **Ordinance #3000** of the City Council of the City of Oxnard amending the General Commercial zone permitted and related uses in OCC Section 16-135 & 16-136; and
 - c. **Ordinance #3001** of the City Council of the City of Oxnard amending the Business And Research Park (BRP) zone permitted uses in OCC Section 16-162 & 16-163; and
 - d. **Ordinance #3002** of the City Council of the City of Oxnard amending the Density Bonus ordinance approval authority and appeal provision in OCC Section 16-410; and
 - e. **Ordinance #3003** of the City Council of the City of Oxnard Creating a Ministerial Site Plan Review process OCC Sections 16-523 through 16-523.12.; and

6. Direct City Staff to finalize with noted revisions in Errata No. 1, incorporate the 2021-2029 Housing Element into the 2030 General Plan as Chapter 8 of Goals and Policies document, incorporate zone code text amendments into the OCC, and forward the 2021-2029 Housing Element to the State of California Department of Housing and Community Development (HCD) for certification.

The City Clerk announced the affidavit of publication and stated that written communications were received from Barbara Macri-Ortiz.

Vyto Adomaitis, Community Development Director, presented and introduced the team that worked on the project. Kathleen Mallory, Planning & Sustainability Manager; Heather Davis, Senior Planner at Rincon Consultants, Inc.; Amy Sinsheimer, AICP Senior Associate at PlaceWorks; Emilio Ramirez, Housing Director; John Muggridge, Principal at Fehr & Peers; and Ken Rozell, Chief Assistant City Attorney. The team was available and answered questions from Council.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Sukhi Sandhu, Jackson Piper, Kristi Turner, Tom S. Cohen, Paul Sheehan, Mark Petit, and Barbara Macri-Ortiz.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Zaragoza, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: MacDonald, Perello, Lopez, Zaragoza, Madrigal, Teran, and Basua voted in favor; the motion carried 7-0.

3. Public Works Department

SUBJECT: Formation of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of Funding and Acquisition Agreement. (0/5/5)

RECOMMENDATION: That the City Council:

The City Council took the following actions:

1. Conducted a Public Hearing on the: (a) formation of Community Facilities District 9 (Northshore at Mandalay Bay); (b) levy of special taxes and; (c) issuance of special tax bonds secured by the special taxes;

The City Clerk announced the affidavit of publication and stated that no written communications were received.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

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

Discussion ensued among the Council and staff.

2. Adopted **Resolution #15,492** determining the validity of prior proceedings, establishing Community Facilities District 9 (Northshore at Mandalay Bay) and approving a funding and acquisition agreement (A-8376);

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Lopez, Basua, Teran, Zaragoza, MacDonald, Perello, and Madrigal voted in favor; the motion carried 7-0.

3. Adopted **Resolution #15,493** determining the necessity to incur bonded indebtedness within Community Facilities District 9 (Northshore at Mandalay Bay) and calling a special election;

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve the recommended action as presented. VOTE: Madrigal, Perello, MacDonald, Zaragoza, Teran, Basua, and Lopez voted in favor; the motion carried 7-0.

4. Held Election;

5. Adopted **Resolution #15,494** canvassing the results of the election held within Community Facilities District 9 (Northshore at Mandalay Bay); and

Nine (9) votes were received in favor of the proposition, and no votes against; proposition passed.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem MacDonald, to approve the recommended action as presented. VOTE: Basua, Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted in favor; the motion carried 7-0.

6. Introduced **Ordinance #3004** (by title only, further reading waived), authorizing the levy of a special tax within Community Facilities District 9 (Northshore at Mandalay Bay).

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY), AUTHORIZING THE LEVY OF SPECIAL TAXES.

Amendment to Ordinance #3004 - Additional language added to the First Recital of the Ordinance read by Ken Rozell, Chief Assistant City Attorney:

to finance facilities, including fees relating there to, with an estimated life of five years or longer which the CFD is authorized by law to construct, own, or operate and that are necessary to meet increased demands placed upon the City as a result of development occurring within the proposed CFD. And add to finance services, the clause: which the CFD is allowed by law to provide.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as amended. VOTE: Basua, Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted in favor; the motion carried 7-0.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Lopez, Basua, Teran, Zaragoza, MacDonald, Perello, and Madrigal voted in favor; the motion carried 7-0.

4. Community Development Department

SUBJECT: Peninsula Road Street Vacation and Acceptance of a Public Access Easement; Planning and Zoning (PZ) Permit No. 21-660-01 (Street Vacation)- A Resolution to vacate the southernmost 272 feet of Peninsula Road fronting 3605 Peninsula Road and acceptance of a public access easement to allow for the continuation of vehicular circulation. (0/10/10)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. Find the project Exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and
3. Adopt **Resolution #15,495** to vacate its right, title and interest in the southernmost 272 feet of the right-of-way fronting 3605 Peninsula Road and accept a public access easement to allow for the continuation of vehicular circulation.

The City Clerk announced the affidavit of publication and stated that no written communications were received. Isidro Figueroa, Principal Planner, gave a report and was available to answer questions.

Mayor Zaragoza opened the public testimony portion of the public hearing. No public comments were received.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua, to approve the recommended action as presented. VOTE: Perello, MacDonald, Madrigal, Basua, Zaragoza, Lopez, and Teran voted in favor; the motion carried 7-0.

K. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 10:50 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
September 30, 2021

A. ROLL CALL, POSTING OF AGENDA

At 6:02 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Mayor Pro Tem Bryan A. MacDonald and Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran were present via videoconference. Mayor Zaragoza was present in person.

Staff members present in person were Alexander Nguyen, City Manager; Ken Rozell, Chief Assistant City Attorney; and Rose Chaparro, City Clerk.

Staff members Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Jason Zaragoza, Deputy City Attorney; Jason Benites, Chief of Police; and Alexander Hamilton, Fire Chief participated via videoconference.

Also present were Doug Johnson and Kristen Parks with National Demographics via videoconference.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. PUBLIC HEARINGS

1. City Attorney Department

SUBJECT: Public Hearing Regarding Redistricting of City Council Districts.

RECOMMENDATION: That the City Council conduct a public hearing to:

1. Receive a report on the redistricting process for City Council districts and the criteria to be considered in revising district boundaries; and
2. Receive a report on the final adjusted census numbers of each existing City Council district; and
3. Receive a presentation regarding public mapping tool for drawing City Council district maps.

The City Clerk announced the affidavit of publication and stated that written communication was received from Lauraine Effress and it was submitted to Council for consideration. Ken Rozell, Chief Assistant City Attorney and Kristen Parks, Consultant with National Demographics Corporation, gave a report and answered questions from Council.

Mayor Zaragoza opened the public testimony portion of the public hearing. Public comments were received from Debbie Mitchell and Barbara Macri-Ortiz.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff. Report was received and filed, no formal action was required.

C. REPORTS

1. City Attorney Department

SUBJECT: Selection of Revised Supervisorial District Map for Requested Adoption by the Ventura County Board of Supervisors. (0/20/40)

RECOMMENDATION: That the City Council:

1. Consider and select one of two recommended draft maps for the supervisorial districts for the Ventura County Board of Supervisors; and

Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA ADOPT THE ATTACHED DISTRICT MAP BASED UPON THE MAP'S COMPLIANCE WITH THE REQUIREMENTS OF STATE LAW, INCLUDING THE MAP'S PRESERVATION OF THE GEOGRAPHIC INTEGRITY OF THE CITY OF OXNARD AND INCORPORATED CITIES WITH THE COUNTY OF VENTURA, THE MAP'S PRESERVATION OF THE LOCAL NEIGHBORHOODS AND COMMUNITIES OF INTEREST WITHIN THE CITY OF OXNARD AND THROUGHOUT THE COUNTY OF VENTURA, AND THE MAP'S EASILY IDENTIFIABLE BOUNDARIES; OR

2. Continue the subject item to October 5, 2021, and take formal action at that time requesting that the Board of Supervisors adopt a specific supervisorial district map.

Ashley Golden, Assistant City Manager and Ken Rozell, Chief Assistant City Attorney presented and answered questions. Public comments were received from Rene Aiu, Lauraine R. Effress, Debbie Mitchell, and Barbara Macri-Ortiz. Written comments were received from Rene Aiu on behalf of the Harbor & Beach Community Alliance. Discussion ensued among the Council and staff.

The following motion was made by City Council:

A. Direct the City Manager to send a letter to the Board of Supervisors outlining the four principles that the Oxnard City Council wishes to see in the supervisorial redistricting:

1. The inhabited areas of the City of Oxnard would be consolidated into two districts;
2. Reunite established Oxnard neighborhoods;
3. Do not divide other cities in Ventura County into more than one supervisorial district; and
4. Create district boundaries are easily identifiable and understandable by residents.

B. Allow the members of the City Council to contact the Board of Supervisors directly to give their input on the particular map which they support.

C. Bring this item back to the City Council on October 19, 2021 to review maps which are presented to the Board of Supervisors on October 19, 2021.

It was moved by Councilmember Basua, seconded by Mayor Pro Tem MacDonald, to approve the recommended motion. VOTE: MacDonald, Perello, Lopez, Zaragoza, Madrigal, Teran; and Basua; motion passed 7-0.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:51 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor



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

DATE: November 16, 2021
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Ventura County SAFE Incident Responder Grant Program.

RECOMMENDATION

That the City Council adopt a resolution:

1. Authorizing the City Manager to execute and apply for \$176,200 in grant funds from the Service Authority for Freeway Emergencies (SAFE) Grant Program, to be used for the purchase of an emergency response vehicle, handheld FARO scanner, traffic control devices, and a UAV with mapping software.
 2. Authorizing the City Manager or his designee to execute grant agreements and appropriate funds upon confirmation of the grant award.
 3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of SAFE grant funds.
 4. Authorizing the Chief of Police or designee to submit all program-related progress or status reports.
- (This item did not originate in Committee.)

BACKGROUND

The California Legislature established Service Authorities for Freeway Emergencies (SAFE) in order to encourage the development of a motorist aid system comprised of multiple service elements and infrastructure along the California Freeway and Freeway System to enable motorists in need of assistance to obtain aid.

Public Safety Agencies that respond to freeway and highway incidents play a significant role in providing assistance to motorists involved as well as those simply caught in the resultant congestion until the incident is cleared. Public Safety Agencies that respond to freeway or highway incidents use a variety of tools to assist motorists. Those tools consist of life-saving devices to photographic equipment for incident analysis. These tools heighten the efficiency of the incident responders allowing them to save lives as well as reduce congestion.

The Ventura County SAFE finds it beneficial to Ventura County motorists for incident responders to have the best tools available for their use. Ventura County SAFE established an Incident Responder Grant Program to provide funds to incident responders in Ventura County. Funding is provided by Ventura County SAFE, which received a \$1 vehicle registration fee on all vehicles registered in Ventura County.

Eligible grant participants in this grant program consist of government agencies that respond to roadway incidents on segments of Ventura County's roadway network that include portions of the California Freeway and Expressway System, and the unincorporated county roads and state highway routes that connect the segments of those systems.

Major investigative incidents, such as serious injury/fatal traffic collisions or homicides, require a response by police personnel specifically trained to investigate complex and time-consuming incidents. In addition, investigators use

specially designed equipment to document evidence and memorialize a collision or crime scene.

Many factors determine how long it will take to document a traffic collision or crime scene thoroughly. Those factors include the size of the investigative scene, the amount of evidence to be collected, the complexity of the investigation, available police personnel, and accessible investigative tools and resources. Oftentimes, it takes police personnel six to eight hours, and sometimes longer, to document an investigative scene and collect crucial evidence.

In addition, a significant police presence, consisting of patrol cars, investigator's vehicles, and a Mobile Command Post (MCP), often inundates neighborhoods or intersections, which causes motorists and pedestrians to be diverted away from the area. Also, a significant police presence and investigative resources tend to generate additional congestion on surrounding roadways, residential streets, and neighborhoods. Finally, the lack of traffic control resources and efficient investigative equipment often adds to the amount of time needed to conduct a thorough investigation at the scene.

The police department has applied for grant funds in the amount of \$176,200 to purchase the following investigative equipment and traffic control devices:

Item	Description	Quantity	Price
Emergency Response Vehicle	A large commercial cargo van with police graphics, emergency lights and police radio, a built-in workstation for investigators and cabinets to store crime scene investigative equipment.	1	\$120,000
Handheld FARO Scanner	Handheld FARO scanner to complement the Department's stationary scanner and enhance our ability to quickly and effectively scan scenes.	1	\$23,000
Traffic Control Devices (MUTCD approved)	200 reflective 28" cones, 20 plastic type II barricades, 20 plastic two-leg type I barricades, 32 directional traffic signs, and two cone carts. The traffic control devices will be used to divert motorists and pedestrians away from investigative scenes.	200, 20, 20, 32, 2	\$24,200
UAV and mapping software	UAV will be used to quickly and accurately document traffic collision and crime scenes. This will work in conjunction with the FARO scanner to make scene processing more efficient.	1	\$9,000
		Total	\$176,200

By adding the above-listed equipment, the police department will be able to respond more efficiently to critical incidents that affect the roadways and neighborhoods in our community. The emergency response vehicle will provide investigators with a workstation and much-needed storage for investigative tools and resources. The handheld FARO scanner and the UAS with mapping software will accelerate the process of evidence and crime scene documentation without compromising the overall investigation. In addition, traffic control devices will be readily available and easily deployed to divert motorists and pedestrians from the affected area safely. The goals are to reduce the number of police personnel assigned to an investigative scene, reduce the time police personnel spend documenting the scene and collecting evidence, and quickly restore the neighborhood to normal or near-normal conditions.

The estimated cost of all items, including tax and delivery charges, is \$176,200.00. The equipment listed above will be ordered after the grant funds are awarded. The expected delivery for the emergency response vehicle is approximately 6-9 months after purchase. The expected delivery for the handheld FARO scanner, traffic control devices, and UAV with mapping software is 2-12 weeks after purchase. After the purchases are complete, all remaining unused funds will be returned as requested by the terms of the grant.

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 the health of our community.

FINANCIAL IMPACT

There is no financial impact. The Service Authority for Freeway Emergencies (SAFE) grant does not require ongoing or one-time matching contributions. Upon confirmation of the grant award, the grant will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Alex Arnett, Police Commander

ATTACHMENTS

1. 2021 SAFE Grant Resolution

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
VENTURA COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)
INCIDENT RESPONDER GRANT PROGRAM

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 Ventura County SAFE Incident Responder Grant Program for \$176,200.00 in grant funds, to be used for the purchase of an emergency response vehicle, handheld FARO scanner, traffic control devices, and a UAV with mapping software.

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 the purchase of an emergency response vehicle, handheld FARO scanner, traffic control devices, and a UAV with mapping software and resolves to recognize grant revenue in the amount of \$176,200.00 from the Ventura County SAFE Incident Responder Grant Program. 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 ____ day of October, 2021, by the following vote:

AYES:

NOES:

ABSENT:

John Zaragoza, Mayor

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.3

DATE: November 16, 2021
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Grant Application for Tree Mortality Event CDAA-2015-05.

RECOMMENDATION

That the City Council adopt a resolution:

1. Authorizing the City Manager to submit an application for \$75,000 in federal financial assistance under the Disaster Relief Act of 1974 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act to be used for the Tree Mortality Event CDAA-2015-05 response;
2. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims for the use of grant funds;
3. And approve a budget appropriation recognizing \$82,500 in grant revenue and appropriation of grant funds.

BACKGROUND

On October 30, 2015, Governor Brown proclaimed a State of Emergency for drought-caused tree mortality. The Proclamation included provisions to expedite the identification, removal and disposal of dead and dying trees that may pose a hazard or disease/insect vector hazard. As a result, costs related to the identification, removal, and disposal of dead and dying trees as a result of drought conditions may be eligible for 75% reimbursement under the California Disaster Assistance Act (CDAA).

The City of Oxnard (City) has experienced a major die-off of several different species of trees throughout the city which has been attributed to the ongoing drought. The drought has weakened trees and a significant number have been unable to fight off infestations of insects and/or fungus. The City Arborist inspected several of the City's dead and dying trees and determined that the drought has played a significant role in causing their death or decline. In each case, one or more of the following conditions apply:

1. Insects, pests, or diseases had weakened or stressed the trees, and the drought further stressed the trees, killing them.
2. Drought conditions stressed or weakened the trees and then insects, pests, or diseases killed them.
3. The drought was the only determining factor for the decline of a number of trees.

DISCUSSION

Due to these observations and conclusions, staff contacted the City's contracted, on-call tree service provider, West Coast Arborists, and had their arborist give a second opinion. West Coast Arborists had come to the same conclusions and concurred with the findings of the City's Arborist. With no improvement in drought conditions, the City began the removal of the identified dead and dying trees with locations throughout the City's park system in early 2018. To date, 544 dead and dying trees have been removed. There are an estimated 155 additional dead and dying trees recorded throughout the City located in parks, medians, and rights-of-way that will be removed with this round of funding.

Under current conditions, the City is eligible to apply for funds through the CDAA Program which reimburses costs up to 75%. In order to complete the tree removals, the attached budget appropriation needs to be executed to appropriate the grant funds. Once the project is complete, staff will submit the application materials to the California Governor's Office of Emergency Services in order to receive reimbursement of 75% of the project costs. No grant award notice is required prior to work commencement by the City. The attached resolution authorizes the application.

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 funding for Tree Mortality Event CDAA-2015-05 provides 75% reimbursement for eligible tree identification, evaluation, removal, and disposal efforts. A 10% administrative allowance is provided in addition to the 75% reimbursement from CDAA. This 10% allowance is applied as a percentage against the total approved state share to cover indirect costs associated with obtaining and administering CDAA funds. The 25% of tree removal costs that the City is responsible for will be paid using Fiscal Year 2021-22 Measure E and/or General Fund budget in the Parks Division (101-5701-805-82-09).

FUNDING SOURCE	AMOUNT	PERCENTAGE OF PROJECT
California Disaster Assistance Act Reimbursement (tree efforts)	\$75,000	70%
California Disaster Assistance Act Reimbursement (10% Administrative Allowance)	\$7,500	7%
City of Oxnard Measure E/General Fund	\$25,000	23%
TOTAL ALLOCATION	\$107,500	100%

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. City Resolution
2. Cal OES 130 - Authorized Agent Resolution
3. Budget Appropriation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR
FEDERAL AND/OR STATE ASSISTANCE TO BE USED FOR THE TREE
MORTALITY EVENT RESPONSE CDAA-2015-05

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act, per the State of California Governor's Office of Emergency Services form Cal OES 130 (attached hereto and incorporated herein as Attachment 1A).

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of grant application(s) by the City Manager to the California Governor's Office of Emergency Services for the purpose of obtaining financial assistance supporting the removal of dead and dying trees. 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 for the use of grant funds; and the Director of Public Works or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Rose Chaparro, City Clerk

John C. Zaragoza, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Oxnard
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Public Works Director, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Oxnard, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Oxnard, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20____

John C. Zaragoza, Mayor

(Name and Title of Governing Body Representative)

, Councilmember

(Name and Title of Governing Body Representative)

, Councilmember

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Rose Chaparro, duly appointed and City Clerk of
(Name) (Title)

City of Oxnard, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Oxnard
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

City Clerk
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

REQUEST FOR BUDGET APPROPRIATION

Department: Parks
Project/Program
Manager: Kevin Thompson

Date: September 29, 2021
Phone: 805-385-7951

Reason for Appropriation:

Recognize revenue, and appropriate funds for Tree Mortality Event Response. Tree Removal.

Accounts and Descriptions

AMOUNT

Fund: 219 STATE/LOCAL-MY GRANTS

Revenues/Transfers In

Tree Mortality Event Resp II PROJECT TBD

219-5740-532.72-31 STATE GRANT REVENUES 82,500

Sub-total Revenues 82,500

Expenditures/Transfers Out

Tree Mortality Event Resp II PROJECT TBD

219-5740-805.82-09 SVCS-OTHER PROF/CONTRACT 75,000

219-5740-805.85-32 INDIRECT PRORATED CST CHG 7,500

Sub-total Expenditures 82,500

Net Change to Fund Balance 0

Net Appropriation Change 82,500

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



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

DATE: November 16, 2021

TO: City Council

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

SUBJECT: Authorization to Submit a Grant to Ventura County Service Authority for Freeway Emergencies (SAFE) for \$440,627 for the Purchase of Battery-Operated Extrication Equipment for Ventura County Fire Protection District, and the Cities of Oxnard, Ventura and Fillmore Fire Departments. (No matching funds required).

RECOMMENDATION

That City Council adopts a resolution:

1. That ratifies the submission of an application to the Ventura County Transportation Commission for \$440,627 for the purchase of battery-operated extrication equipment for Ventura County Fire Protection District, and the Cities of Oxnard, Ventura, and Fillmore Fire Departments;
2. That authorizes the City Manager or designee to execute the agreements if grant funds are awarded to the City;
3. That authorizes the Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2021-2023 for the use of grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

BACKGROUND

The Ventura County Transportation Commission (VCTC), acting in its capacity as the Service Authority for Freeway Emergencies (SAFE), manages Motorist Aid Service Programs, including the Incident Responder Grant Program. On July 9, 2021, VCTC approved the release of grant program guidelines and a call for round two applications for grants up to \$1,000,000.

Eligible applicants in the program consist of government agencies that provide roadway incident response in Ventura County. Grant funds may be requested for capital assets used to respond to roadway incidents and to clear motorways. Applications were due September 30, 2021, with awards to be announced no later than December 5, 2021. No matching funds are required.

DISCUSSION

The Ventura County Fire Protection District (VCFPD), Oxnard Fire Department (OFD), Ventura City Fire Department (VFD), and Fillmore Fire Department (FFD) are joint partners within the Ventura Operational Area. Under automatic aid agreements, these local fire/rescue agencies respond to roadway incidents in the cities of Ventura and Oxnard, and the Ventura County contracted cities of Camarillo, Moorpark, Ojai, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, and unincorporated areas. Reciprocal, automatic aid has been established through memorandums of understanding (MOUs) between the agencies to ensure the closest resource is dispatched to an incident, regardless of the specific jurisdiction.

Local fire/rescue agencies in the Ventura County Operational Area respond to all vehicle collisions that are reported to have personal injury or property damage. The function of the responding agency is to increase the survivability of victims involved in a traffic incident through the prompt delivery of medical aid. When a victim is trapped in a vehicle, the rescue becomes increasingly treacherous, requiring rapid intervention and extrication. It is the role of the fire personnel to safely extricate victims trapped in vehicles and buildings.

The California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) recorded 9,353 traffic collisions in Ventura County in 2017 that would have triggered a fire department response. Of these crashes, 48 were fatal, 3,980 resulted in injury and 5,325 involved property damage.

VCFPD, VFD, FFD, and OFD equip all frontline fire engines and trucks with Holmatro brand hydraulic extrication tools. It is imperative that all agencies use the same tools for interoperability purposes. The equipment currently used by the agencies requires external power accessed by connecting the tools to a generator using 1-inch hoses. The hoses can be subject to damage, punctures, and leaks while on the scene of a collision as they are dragged over sharp objects, glass, and metal in an effort to reach the trapped individual. The hoses also pose a trip hazard for first responders at the scene of the crash.

The use of battery-powered extrication tools can save critical minutes during vehicle rescues. No longer would generators need to be carried to the incident and hoses run to the tools, a quick attachment of a battery and the extrication tool is ready to be placed in service. The constraints of hose length is eliminated as is the concern of tangled lines or hydraulic pumps; these are significant factors in rescues that are further from the roadway or may require more technical extrication. In addition, the battery-operated tools are lighter and allow for greater operator control. It can be inferred that with the expedited rescue ability of battery-operated extrication tools, medical aid will be rendered to victims at a faster pace and survivability will increase.

If funded, this grant will procure thirteen (13) sets of cutters and spreaders with four (4) batteries per set for the Ventura County Operational Area for the amount of \$440,627. The sets will be distributed two (2) for VFD, seven (7) for VCFPD, and four (4) for OFD. Two (2) battery-operated rams will be procured for FFD, the only agency in the area to own battery-operated cutters and spreaders. Strategically placing the battery-operated extrication equipment throughout the operational area will allow safer, quicker extrication on County roadways. The deployment of the closest resources through the automatic aid agreements between the agencies will safeguard the extrication tools that are deployed when needed.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. Resolution VCTC SAFE Application

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD RATIFYING
SUBMITTAL OF VENTURA COUNTY TRANSPORTATION COMMISSION SERVICE
AUTHORITY FOR FREEWAY EMERGENCIES GRANT APPLICATION

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

WHEREAS, the Fire Department has requested that City Council ratify the submission of a grant application to the Ventura County Transportation Commission (VCTC) Service Authority for Freeway Emergencies (SAFE) for \$440,627 for the procurement of battery operated extrication equipment.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to ratify the submittal of a grant application by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY2021-2023 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 16th day of November, 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 COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.5

DATE: November 16, 2021

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Budget Appropriation for the PAL Gymnasium South Wing Roof Replacement Project PW 20-11.

RECOMMENDATION

That the City Council approve and authorize:

1. The City Manager to execute a budget appropriation transfer in the amount of \$180,385 from the Saviers Road Street Resurfacing Project (203007) to the PAL Gym Roof Replacement Project (205501) in the 2006 TAB HERO Fund (315); and
2. An increase of \$50,000 in Project contingency from \$20,649 to \$70,649 for use in this Project and to extend the completion date to February 28, 2022.

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate Tax Allocation Bond (TAB) issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds project areas. These bonds were required to be used for the financing of redevelopment activities within these project areas.

In November 2014, the Successor Agency transferred these bond proceeds to the City. The bond documents allow a broad range of projects to be undertaken, but were restricted to the geographic boundaries of each project area for which the bonds were sold. Additionally, they must be used for construction of new public facilities or improvements.

On April 2, 2019, in conjunction with adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program (CIP), staff requested that the City Council approve a proposed list of projects for the bond proceeds and appropriate funding to these projects. Included in that list was the Oxnard PAL Facility Rehabilitation with \$2,298,700 of HERO funding.

One of the approved projects for the PAL Rehabilitation was the PAL Gymnasium South Wing Roof Replacement (Project). This Project was awarded in January 2020 to Pueblo Construction (Contractor) in the amount of \$206,490.60 plus \$20,649 in project contingencies and \$20,649 in project allocations for engineering, inspection, survey and project management (Attachment 2). The original completion date was anticipated to be April 16, 2020.

DISCUSSION

The Contractor started work on this Project in January of 2020. However, while removing the old roof, unforeseen dry rot damage to the structural beams and supports was discovered. The Project was stopped until further inspection and a corrective action plan was approved by a structural engineer. The Project was placed on hold for several months while the architect and the structural engineer provided alternatives to the City. Furthermore, there were additional delays as a result of the Covid-19 pandemic.

On March 16, 2021, while the Project was delayed, Public Works requested the City Council to un-appropriate funds from the overall PAL Facility Improvements Project and re-appropriate it toward the Alley Resurfacing project (Attachment 3). Although this request was originally done to cover any potential shortfall of the alley project, another HERO funded project (Saviors Road Resurfacing) was completed under budget in May 2021 and resulted in a remaining project balance of \$223,023.

Currently, a new set of plans with corrective action for the Project has been approved and a new permit was issued by the City. Therefore, a budget appropriation of \$180,385 from the Street and Alley Resurfacing Project to the 2006 TAB HERO Fund (315) is necessary to complete the PAL Gym Roof Replacement Project.

Pueblo Construction has already been paid \$100,270.82 for work completed during the roof removal and \$17,133.18 has been spent on project allocation costs for a total of \$117,404. To cover the unforeseen work, staff is recommending to add \$50,000 to the Project. With this additional funding, the total budget appropriation request will be \$180,385, and result in a total Project budget of \$297,789. The Project is anticipated to be completed in early Spring 2022 absent any additional unforeseen issues or weather delays.

PAL Gym Roof Replacement Project			
	Original Project Allocations	Proposed Additional Allocations	New Project Allocations
Construction	\$206,490.60	\$0	\$206,490.60
Project Contingency	\$20,649.00	\$50,000.00	\$70,649.00
Project Allocations	\$20,649.00	\$0	\$20,649.00
TOTAL	\$247,788.60	\$50,000.00	\$297,788.60
Project Budget	\$117,404.00 (net after reductions)	\$180,385.00	\$297,789.00

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The current amount of budget appropriations in this Project is \$117,404 which has already been spent with Pueblo Construction (\$100,270.82) and Project allocation costs (\$17,133.18). The cost to complete the remaining PAL roof replacement and to reappropriate funds to this Project is \$180,385 as noted in the discussion section above. A project budget transfer from the Saviers Road Street Resurfacing Project (203007) to the PAL Gym Roof Replacement Project (205501) in the 2006 TAB HERO Fund (315) is necessary to complete the Project. After the budget transfer, the new total budget for this Project will be \$297,789.

PAL Gym Roof Replacement Project Budget Appropriations			
	Current Project Budget	Project Budget Transfers	New Project Budget

Saviers Road Street Resurfacing Project (203007)	\$1,100,000	-\$180,385	\$919,615
PAL Gym Roof Replacement Project (205501)	\$117,404	\$180,385	\$297,789

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. Budget Appropriation
2. Agenda Report Pueblo Construction
3. Agenda Report TAB Appropriation
4. A-8188 Pueblo PAL Roof PW 20-11

REQUEST FOR BUDGET APPROPRIATION

Department: Facilities Maintenance

Date: November 16, 2021

Project/Program

Manager: Kevin Turley

Phone: 805-385-8046

Reason for Appropriation:

Re-appropriate funds to PAL Gym Roof Replacement Project (205501)

Accounts and Descriptions

AMOUNT

Fund: 315 - 2006 TAB HERO/SW/ORMOND

Expenditures/Transfers Out

SAVIERS RD STREET RESURF (203007)

315-3015-826.82-08 SERVICES - CONSTRUCTION (175,000)

315-3015-826.84-51 SERVICES FROM OTHER PROG (5,385)

Oxnard Pal Facility Rehab (Project 205501)

315-5595-826-82-09 SVCS-OTHER PROF/CONTRACT 170,385

315-5595-826-84-51 SERVICES FROM OTHER PROGRAMS 10,000

Sub-total Expenditures 0

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



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

DATE: January 21, 2020

TO: City Council

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

SUBJECT: Award Contract A-8188 to Pueblo Construction for PAL Gym South Wing Roof Repair.

RECOMMENDATION

That the City Council:

1. Award and authorize the Mayor to execute Agreement A-8188 in the amount of \$206,490.60 for the PAL Gymnasium South Wing Roof Repair Project Specification No. PW 20-11 (Project No. 205501) with Pueblo Construction, Inc.;
2. Approve \$20,649 for Project contingency from existing appropriation of the Oxnard PAL Facility Rehab (Project No. 205501) ; and
3. Approve \$20,649 for engineering, inspection, survey and project management from existing appropriation of the Oxnard PAL Facility Rehab (Project No. 205501).

BACKGROUND

This project is part of a larger enhancement project for the PAL Gymnasium Complex, located at Campus Park. The north and south wings of the gymnasium are in the process of being remodeled and cleaned up to allow the utilization of the space for the City's Police Activity League Programs (PAL). This project is part of the City's approved Capital Improvement Plan and is funded by HERO funds.

The South Wing Roof Replacement is the first step in preserving this facility from the elements and will allow City Staff to plan the start of the interior space remodel. The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidentals to repair the roof of the PAL Gymnasium South Wing located at 350 South K Street.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on September 12, 2019, and all bids were due on October 1, 2019. The City received one bid from Pueblo Construction.

Pueblo Construction, Inc.: \$206,490.60

The lowest bidder was Pueblo Construction, Inc. and its bid was responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Pueblo Construction, Inc. and 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.

Additionally, funds estimated in the amount of \$41,298 are needed for the Project. \$20,649 is needed for Project contingency (10% of the contract costs) and \$20,649 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. The total estimated cost of the Project is \$247,788.60

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

Funded from 2006 TAB HERO Bonds in the amount of \$2.298 million, the Oxnard PAL Facility Rehab (Project No. 205501) has sufficient funding to cover the estimated costs of \$247,789 which included engineering, contingency, and the Pueblo Construction Agreement (A-8188).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8188 with Pueblo Construction, Inc.
2. Bid Tabulation



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

DATE: March 16, 2021

TO: City Council

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

SUBJECT: Appropriation of Bond Proceeds.

RECOMMENDATION

That the City Council:

1. Find that the appropriation of bond proceeds is not a "project" pursuant to California Environmental Quality Act (CEQA) sections 15061(b)(3) and 15378;
 2. Approve the list of redevelopment bond proceeds projects; and
 3. Appropriate \$6,563,223 of 2006 Tax Allocation Bond (TAB) Proceeds for street and alley resurfacing, parking lot improvements, and fiber network expansions.
- (Finance and Governance Committee approved 3-0)

BACKGROUND

In a series of actions taken by the former Oxnard Community Development Commission in 2006, separate tax allocation bond issues were sold for the Historical Enhancement and Revitalization of Oxnard (HERO), Ormond Beach, and Southwinds Project Areas (the "Project Areas" - see attached map). These bonds were required to be used to provide financing for redevelopment activities in these Project Areas and are collectively referred to as the Bond Proceeds. In November 2014, through a series of approvals and an agreement, the Successor Agency transferred the Bond Proceeds to the City. The bond documents allow a broad range of projects to be undertaken in the Project Areas. Expenditures are restricted to the geographic boundaries of each Project Area for which the bonds were sold, and they must be used for construction of new public facilities or improvements.

On April 2, 2019, in conjunction with adoption of the 2019-2024 City of Oxnard Five Year Capital Improvement Program ("CIP"), staff requested that Council approve a proposed list of projects for the Bond Proceeds and appropriate funding to these projects. Included in that list were two projects--the AWP Expansion Land Acquisition (\$3,141,109 of Ormond Beach funding), and the Oxnard PAL Facility Rehabilitation (\$2,298,700 of HERO funding)--that are no longer viable. In both cases, the timelines for completion are a few years, and the funding needs to be spent faster than that. Therefore, staff is now requesting that funds be un-appropriated from these projects and that the funds be re-appropriated toward other projects inside the same project area.

DISCUSSION

Ormond Beach Bond Proceeds

In addition to the amount for the prior proposed project, the Ormond Beach bond proceeds have accrued an additional \$112,930 of interest earnings, so the total re-appropriation amount is \$3,254,039. Staff proposes the following four uses for these funds:

1. Ormond Beach Neighborhood Street Resurfacing
Resurfacing of several streets within the Ormond Beach Neighborhood--including Cypress Road, Arcturus Avenue, Edison Drive, Magellan Avenue, and Mcwane Boulevard--as well as median rehabilitation and gateway upgrades along Hueneme Road from J Street to Edison Drive, including replacement of medians, trees, street signs, and gateway signs.
Estimated cost: \$2,000,000.

2. Perkins Road Parking Lot Improvement
Parking lot improvements located at the terminus of Perkins Road which includes resurfacing of the entire parking lot, new fencing and gates, light-up bollards, and 2 electric vehicle charging stations.
Estimated cost: \$600,000.
3. Ormond Industrial Area Fiber Expansion
Fiber network extension to Ormond manufacturing zoned area - Install approximately 7,000 feet of 144 strand fiber optic cable on Arcturus Avenue, McWane Boulevard, and Edison Drive. The fiber build would connect to the existing fiber network on East Hueneme Road forming a “loop” encompassing the entire perimeter of the light manufacturing zoned area. This would provide the foundational infrastructure to deploy high-speed broadband, community security systems or other “smart city” applications with future development in the area.
Estimated cost: \$412,500.
4. Perkins Road Fiber Expansion
Fiber network expansion and connection to the stormwater pump station at the southern end of Perkins Road. This connection would facilitate the deployment of SCADA infrastructure to monitor the pump station in real-time, and the deployment of cameras connected to the wastewater CCTV security system to improve the safety and security of the pump station.
Estimated cost: \$153,450.

Since the Ormond Beach Project Area is in the coastal zone, staff is concerned that any project that requires Coastal Commission approval will not be able to obtain that approval fast enough. Thus, the balance of these funds, and any additional unspent Ormond Beach bond proceeds (for example, if one of these projects came in below cost) would be shared among the underlying taxing jurisdictions (the County, the school districts, and the City itself, among others) via distributions from the Real Property Tax Trust Fund of the Successor Agency to the former redevelopment agency of the City.

HERO Bond Proceeds

In addition to the amount for the prior proposed project, the HERO bond proceeds have accrued an additional \$212,119, so the total re-appropriation amount is \$2,498,875. Staff proposes this entire amount be used for reconstruction of alleyways. Some of the lowest Pavement Condition Index (PCI) ratings for alleyways within the HERO geographic boundaries are the following:

Alley		Current PCI	Cost
1	Pleasant Valley Road Alley (between C Street and Saviers Road)	0	\$177,980
2	Alley east of Saviers Road (between Dollie Street and Pleasant Valley Road)	0	\$198,000
3	Alley east of Fournier Street (between Channel Islands Boulevard and Tamarac Street)	0	\$357,500
4	Alley north of Maple Street (between Saviers Road and San Marino Street)	0	\$81,400
5	Alley east of A Street (between First Street and Second Street)	0	\$156,200
6	Alley north of Lark Street (between Samuel Avenue and Circle Drive)	1	\$360,800
7	Alley east of Paula Street (between Clinton and Tamarac Streets)	2	\$239,800
8	Alley east of J Street and alley north of Linden Drive (between J and Kamala Streets)	4	\$294,140
9	Alley south of Ontario Street (between Ninth Street and Wooley Road)	7	\$157,520
10	Alley north of Glenwood Drive, alley east of C Street, and alley south of Gonzales Road (between Oxnard Service Boulevard)	9	\$258,720
11	Alley north of First Street (between A Street and Oxnard Boulevard)	15	\$52,800
12	Alley east of D Street (between Fifth and Seventh Streets)	18	\$184,800
Total			\$2,519,660

Since the total estimated cost of the alleys listed above exceeds the total amount of HERO funds available, staff will plan to repave the first eleven alleyways listed above. If we can accomplish the D Street alley within the total dollar value of \$2,498,875, we will proceed; if we cannot, we will not complete this last alleyway. This paving will be coming to Council, packaged as one project, for construction contract award, at which time staff will be able to share which alleys we can ultimately accomplish with these funds.

Planning Commission Determination of Conformity with General Plan

With the exception of the two fiber network extensions and the parking lot improvements listed above for Ormond Beach funding, all of the aforementioned projects were in the 2019-2024 or 2020-2025 CIP (or both), so the Planning Commission has already determined that they are in

conformance with the City’s General Plan and relevant Coastal Land Use Plan policies. On February 18, 2021, staff brought forth the two fiber network extensions and parking lot improvements to the Planning Commission, which determined these projects are also in conformance with the City’s General Plan and relevant Coastal Land Use Plan policies.

As required by the California Environmental Quality Act (CEQA), environmental review will be conducted prior to construction of the individual projects identified within this staff report. 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. The proposed appropriation of bond proceeds activity is not a “project” as the lead agency has determined with certainty that pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 the proposed funding document does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Objective 2a. Develop a City-wide asset management program.

Objective 2b. Develop an asset management funding plan.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

The attached Budget Appropriation Request and table below outlined the appropriation action totaling \$4,391,468 of 2006 Tax Allocation Bond (TAB) Proceeds. This is for the projects listed above and four projects previously approved on April 2, 2019--including the Council Chambers Remodel (\$300,000 of HERO funding), Beck Park Basketball Court Upgrades (\$99,905 of HERO funding); Southwinds Park Basketball Court Resurfacing (\$86,853 of Southwinds funding); and Thompson Park, Community Center Park and Johnson Park Upgrades (\$399,696 of HERO funding)--that were not listed in a B.A. at that time and so have been added to this B.A.

Project Listing	Ormond 2006 TAB Allocation	HERO 2006 TAB Allocation	Southwind 2006 TAB Allocation
Ormond Beach Neighborhood Resurfacing	2,000,000		
Perkins Road Parking Lot Improvement	600,000		
Ormond Industrial Area Fiber Expansion	412,500		
Perkins Road Fiber Expansion	153,450		
Alleyways		2,498,875	
Council Chambers Remodel		300,000	
Beck Park Basketball Court Upgrades		99,905	
Thompson Park, Community Center Park, & Johnson Park Upgrades		399,696	

Southwinds Park Basketball Court Resurfacing			86,853
Unappropriation of Oxnard PAL Facility Rehab		(2,180,596)	
Total Appropriations	\$3,165,950	\$1,138,665	\$86,853

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on February 23, 2021, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. BA - 2006 TAB Allocation 2.12.21
2. Redevelopment Bond Areas Map
3. Alley Map

CONTRACT

CITY OF OXNARD CONTRACT FOR PAL GYMNASIUM SOUTH WING ROOF REPAIR PROJECT SPECIFICATION NO. PW 20-11

THIS CONTRACT ("Contract") is made and entered this 15 day of October, 2019 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and PUEBLO CONSTRUCTION, INC. ("Contractor"). Contractor's license number is 538295.

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 PAL GYMNASIUM SOUTH WING ROOF REPAIR PROJECT SPECIFICATION NO. PW 20-11 ("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 two hundred six thousand four hundred ninety dollars and sixty cents (\$206,490.60) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" 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

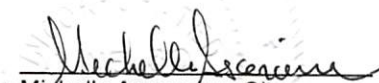

☒ Tim Flynn, Mayor¹ 1/21/2020
☐ Alexander Nguyen, City Manager Date
☐ Lisa Boerner, Purchasing Manager Date

CONTRACTOR


Pedro Cueva, President² 10/8/19
Date

Peter Cuevas, Secretary 10/8/19
Date

ATTEST:


Michelle Ascencion, City 1/21/2020
Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:


Stephen M. Fischer, City 1-21-2020
Date

Attorney (always required)

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-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)

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

- a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
- b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
- c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.
- d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.
- e. 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-E. 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. PW 20-11
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-E 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 sample accord form.

INS-E.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE	DATE
(MM/DD/YY)							
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE SUB-CODE			COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED			COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
			COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNERS & CONTRACTOR'S PROT.				GENERAL AGGREGATE	\$2,000,000	
					PRODUCTS COMP/OP AGG.	\$2,000,000	
					PERSONAL & ADV. INJURY	\$2,000,000	
					EACH OCCURRENCE	\$2,000,000	
					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 Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage	\$1,000,000	
					Each consultant/	\$500,000	
					& listed sub-consultant		
					Course of Construction		
					Completed Value of Project		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS							
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. PW 20-11 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 ☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____																										
NAMED INSURED _____	APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ In which case only the following specific agreements and permits with the City are covered: _____																										
TYPE OF INSURANCE ☐ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Claims Made Retroactive Date _____ ☐ Occurrence	CITY AGREEMENTS/PERMITS _____																										
COVERAGES ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		OTHER PROVISIONS Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____																									
<table border="1" style="width: 100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th rowspan="2" style="width: 30%;">COVERAGES</th> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 35%;">EACH OCCURRENCE</th> <th style="width: 35%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td>☐ GENERAL</td> <td></td> <td></td> </tr> <tr> <td>☐ PRODUCTS/COMPLETED OPERATIONS</td> <td></td> <td></td> </tr> <tr> <td>☐ PERSONAL & ADVERTISING INJURY</td> <td></td> <td></td> </tr> <tr> <td>☐ FIRE DAMAGE</td> <td></td> <td></td> </tr> <tr> <td>☐ _____</td> <td></td> <td></td> </tr> <tr> <td>☐ _____</td> <td></td> <td></td> </tr> </tbody> </table>					COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE	☐ GENERAL			☐ PRODUCTS/COMPLETED OPERATIONS			☐ PERSONAL & ADVERTISING INJURY			☐ FIRE DAMAGE			☐ _____			☐ _____		
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$																										
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☐ PERSONAL & ADVERTISING INJURY																											
☐ FIRE DAMAGE																											
☐ _____																											
☐ _____																											
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.																											
ENDORSEMENT HOLDER																											
CITY OF OXNARD Attn: Insurance Compliance Reference No. PW 20-11 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____																									

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. PW 20-11 P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

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.*

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

 ("Principal")

(Name and address of Contractor)

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 _____

_____ Dollars (\$ _____), 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

Agreement A-8188

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 B**CITY OF OXNARD****BID SHEETS FOR PAL GYMNASIUM SOUTH WING ROOF REPAIR PROJECT****SPECIFICATION NO. PW 20-11**Bidder's Name: Pueblo Construction, 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 Project Manager at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
1.	Mobilization and demobilization (3% maximum of Total Bid Price)	1001-3	LS	1	\$	\$ 4,368.00
2.	Selective Demolition	1002-6	SF	10,000	\$ 3.50	\$ 35,000.00
3.	Miscellaneous Carpentry	1003-4	LS	1	\$	\$ 32,886.51
4.	Membrane Roofing	1004-4	SF	9,275	\$ 9.75	\$ 90,431.25
5.	Flashing and Sheet Metal	1005-4	LS	1	\$	\$ 17,272.99
6.	Sealants and Vent Flashing	1006-4	LS	1	\$	\$ 7,266.77
7.	Exterior Lath and Plaster	1007-4	LS	1	\$	\$ 9,482.56
8.	Painting	1008-4	LS	1	\$	\$ 9,782.52
TOTAL AMOUNT:						\$ 206,490.60

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 3-2.2.1. 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: \$ 206,490.60**TOTAL BID PRICE IN WORDS:** Two Hundred Six Thousand Four Hundred Ninety Dollars & Sixty Cents

Agreement A-8188

Bond No. 024069544

Premium: \$2,973.00

Premium Based on Final Contract Amount

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
Pueblo Construction Inc.
_____ 232 Anacapa Street, Suite 2D Santa Barbara, CA 93101 ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as PAL GYMNASIUM SOUTH WING ROOF REPAIR PROJECT SPECIFICATION NO. PW 20-11.

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 _____
The Ohio Casualty Insurance Company
_____ 175 Berkeley Street Boston, MA 02116

(Name and address of Surety)

a corporation organized and existing under the laws of the State of New Hampshire
("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 _____
Two Hundred Six Thousand Four Hundred Ninety And 60/100 Dollars (\$ 206,490.60), 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: October 8th, 2019

"Principal"

Pueblo Construction Inc.

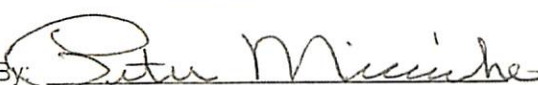
By: 
Its: PEDRO CUEVAS - PRESIDENT

By: _____

Its: _____

"Surety"

The Ohio Casualty Insurance Company

By: 
Its: Peter Micciche, Attorney-in-Fact

By: _____

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

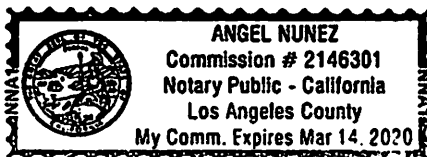
State of California)

County of Los Angeles)On OCT 08 2019 before me, Angel Nunez, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Peter Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Bond No. 024069544
Premium Included
on Performance Bond

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
Pueblo Construction Inc.

232 Anacapa Street, Suite 2D Santa Barbara, CA 93101 ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as PAL GYMNASIUM SOUTH WING ROOF REPAIR PROJECT SPECIFICATION NO. PW 20-11.

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 _____
The Ohio Casualty Insurance Company

175 Berkeley Street Boston, MA 02116

(Name and address of Surety)

a corporation organized and existing under the laws of the State of New Hampshire ("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 Two Hundred Six Thousand Four Hundred Ninety And 60/100 Dollars (\$ 206,490.60), 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.

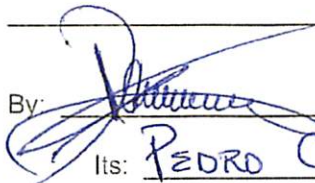
Dated: October 8th, 2019

"Principal"

"Surety"

Pueblo Construction Inc.

The Ohio Casualty Insurance Company

By: 
Its: PEDRO CUEVAS - President

By: 
Its: Peter Micciche, Attorney-in-Fact

By: _____
Its: _____

By: _____
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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

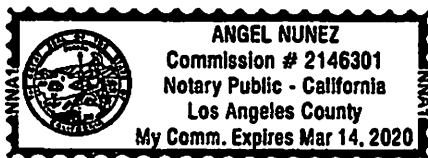
State of California)

County of Los Angeles)On OCT 08 2019 before me, Angel Nunez, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Peter Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



**Liberty
Mutual**
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201795-024102**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Elsa Escobar, Peter Micciche, Angel Nunez, Patricia Zenizo

all of the city of Glendale state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of October, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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

DATE: November 16, 2021

TO: City Council

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

SUBJECT: Resolution Commending Lisa Marie Ayala for over 37 Years of Exemplary Service to the City of Oxnard.

RECOMMENDATION

That the City Council adopt a resolution commending Lisa Marie Ayala for over 37 years of exemplary service to the City of Oxnard.

BACKGROUND

On October 5, 1977, Lisa Marie Ayala began her career with the Oxnard Public Library as a student trainee, and thereafter, she was promoted to accept positions of increasing responsibility, scope and challenge, resulting in her achieving her final position of Library Aide II.

On October 19, 2021, Lisa Marie Ayala retired as a Library Aide II after providing over 37 years of exemplary service to the City of Oxnard.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Sofia Kimsey, City Librarian, Luly Lopez, Executive Assistant I

ATTACHMENTS

1. Resolution for Lisa Marie Ayala

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING LISA MARIE AYALA FOR OVER 37 YEARS OF
EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Lisa Marie Ayala has provided over 37 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Lisa Marie Ayala began her career with the City of Oxnard as a Student Trainee on October 5, 1977, and thereafter she was promoted to Library Page on September 1, 1978, then to Public Service Trainee on January 10, 1980, then promoted to Library Aide I on March 6, 1984, then to Library Aide II on October 5, 1986, therefore increasing her responsibilities; and

WHEREAS, throughout her career Lisa Marie Ayala has earned a reputation for being a dedicated, dependable, courteous, reliable, and responsible employee by her coworkers and patrons; and

WHEREAS, Lisa Marie Ayala exemplified proficiency through inter-personal skills, dedication, commitment to her responsibilities, and providing exceptional internal and external customer service; and

WHEREAS, Lisa Marie Ayala has throughout her career, held the best interest of the City.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize, and extend its gratitude to Lisa Marie Ayala for over 37 years of exemplary service to the City of Oxnard and extends best wishes for a fulfilling retirement.

PASSED AND ADOPTED this 16th of November, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza
Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro
City Clerk

Stephen M. Fischer
City Attorney



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

DATE: November 16, 2021
TO: City Council
FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org
SUBJECT: Edward Byrne Memorial Justice Assistance Grant FY2018 Local JAG.

RECOMMENDATION

That City Council adopt a resolution:

1. Authorizing the City Manager to execute a submitted application for the U.S. Department of Justice (DOJ) grants funds in the revised amount of \$117,551 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY2018 Local Solicitation;
2. Authorizing the City Manager to execute a revised Memorandum of Understanding with the County of Ventura and the Cities of San Buenaventura and Simi Valley designating the City of Oxnard as the lead agency and fiscal agent for the 2018 JAG.; and
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of the grant award.

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

On October 2, 2018, the Oxnard City Council adopted Resolution #15,171, approving the City of Oxnard to submit a joint application to the Edward Byrne Memorial Justice Assistance Grant (JAG) FY2018 Local Solicitation and to enter into an agreement with the Cities of San Buenaventura and Simi Valley for the amount of \$106,112. The Office of Bureau of Justice Assistance awarded a combined amount of \$117,551 for the participating agencies within Ventura County. The additional funds of \$11,439 are allocated to the County of Ventura.

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 the health of our community.

FINANCIAL IMPACT

The additional grant award of \$11,439 will be recognized and appropriated to the Edward Byrne Memorial-Justice Asst. Grant (Fund 248-2105, project 662154).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Delia Campbell, Police Finance Manager

ATTACHMENTS

1. Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING EXECUTION OF GRANT APPLICATION AND APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING DESIGNATING THE CITY OF OXNARD AS THE LEAD AGENCY AND FISCAL AGENT FOR GRANT FUNDS

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

WHEREAS, U.S. Department of Justice grant funds in the amount of \$117,551 from the Edward Byrne Justice Assistance Grant (JAG) Formula Program has been allocated to law enforcement agencies within the County of Ventura; and

WHEREAS, a joint application for JAG funds must be submitted by law enforcement agencies within the County of Ventura; and

WHEREAS, the County of Ventura and the Cities of San Buenaventura and Simi Valley have designated the City of Oxnard as the lead agency and fiscal agent for the JAG; and

WHEREAS, the Police Department has requested the City Council approve the submittal of a joint application to the U.S. Department of Justice for \$117,551 in JAG funds, with the City's portion to be used to purchase ballistic equipment, computer equipment, and office equipment.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Manager is authorized to execute a grant application for the Edward Byrne Memorial Assistance Grant (JAG) Formula Program.
2. The City Manager is authorized to execute a Memorandum of Understanding with the County of Ventura and the Cities of San Buenaventura and Simi Valley, designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award.

PASSED AND ADOPTED THIS 16th day of November, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

John Zaragoza, Mayor

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.8

DATE: November 16, 2021

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Adopt Ordinance No. 3005 for the Dissolution of the City of Oxnard Community Facilities District No. 6 (Northshore at Mandalay Bay).

RECOMMENDATION

That the City Council adopt Ordinance No. 3005 Ceasing Levy of Special Tax, Extinguishing Lien and Dissolving Community Facilities District No. 6 (Northshore at Mandalay Bay).

(This item was introduced at the October 19, 2021 City Council meeting, therefore this item did not originate in Committee.)

BACKGROUND

Ordinance No. 3005 was introduced to the City Council at its October 19, 2021 meeting. The Council introduced the ordinance for first reading by title only, waiving further reading. If adopted by Council on November 16, 2021, the ordinance will take effect in 30 days, on December 16, 2021.

DISCUSSION

On October 5, 2021, the City Council formed Community Facilities District No. 9 (Northshore at Mandalay Bay) (CFD 9) to update and replace CFD No. 6. Since the Ordinance Levying Special Taxes for CFD 9 is now effective, the City Council may adopt the ordinance dissolving CFD No. 6 and transferring any funds to CFD 9. City staff will be directed to file a Notice of Cessation of Special Taxes and Dissolution of CFD No. 6 with the Ventura County Recorder's Office.

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.

FINANCIAL IMPACT

There is no direct financial impact at this time with this proposal for the dissolution of the Community Facilities District No. 6 (Northshore at Mandalay Bay).

COMMITTEE OUTCOME

This item was introduced at the October 19, 2021 City Council meeting, therefore this item did not originate in Committee.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Ordinance 3005 Dissolving CFD No. 6
2. Notice of Cessation of Special Tax and Dissolution of CFD No. 6

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 3005

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD,
CALIFORNIA, IN CONNECTION WITH THE COMMUNITY
FACILITIES DISTRICT NO. 6 (NORTHSHORE AT MANDALAY
BAY) OF THE CITY OF OXNARD, AUTHORIZING THE CESSATION
OF THE LEVY OF RELATED SPECIAL TAXES AND THE
EXTINGUISHMENT AND CANCELLATION OF ALL RELATED
LIENS, AND DISSOLVING SAID COMMUNITY FACILITIES
DISTRICT

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), on March 21, 2006, the City Council (the “Council”) of the City of Oxnard (the “City”) established the Community Facilities District No. 6 (Northshore at Mandalay Bay) of the City of Oxnard (“CFD No. 6”), and pursuant to an election held on such date, levied a special tax in accordance with Ordinance No. 2717 adopted on March 28, 2006 (the “2006 Ordinance”) and a rate and method of apportionment (the “Rate and Method”); and

WHEREAS, two special taxes for CFD No. 6 (Special Tax A for facilities and Special Tax B for annual services) were authorized to be levied; and

WHEREAS, CFD No. 6 was authorized to incur bonded indebtedness in a maximum aggregate principal amount not to exceed \$30,000,000, but to date has yet issued bonds for the CFD No. 6; and

WHEREAS, CFD No. 6 has never levied Special Tax A as no bonds were sold and has not levied Special Tax B on parcels in the CFD No. 6 since Fiscal Year 2014/15 and did not levy a 2020/21 special tax for CFD No. 6 as there are currently no services being performed in CFD No. 6; and

WHEREAS, at the request of the landowner, on October 5, 2021, the Council formed City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (“CFD No. 9”) to replace CFD No. 6; and

WHEREAS, the City now desires to cease the levy of any CFD No. 6 special tax within CFD No. 6, transfer all special taxes previously collected and remaining in the CFD No. 6 fund to CFD No. 9, extinguish and cancel all CFD No. 6 liens on property within CFD No. 6, and dissolve CFD No. 6.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

PART 1. With the formation of CFD No. 9 and the adoption of the Ordinance levying special taxes related thereto, the Council, acting on behalf of itself and CFD No. 6, declares and determines that the obligation to pay special taxes relating to CFD No. 6 against all of the parcels

of CFD No. 6 shall cease, and the recorded liens against such parcels shall be extinguished and cancelled.

PART 2. The City finds and determines that CFD No. 6 is not obligated to pay any outstanding debt and has no authorization to levy any future special tax.

PART 3. CFD No. 6, and all associated liens, if any, are hereby dissolved.

PART 4. Any monies remaining in the fund related to CFD No. 6 shall be transferred to a fund relating to CFD No. 9.

PART 5. The City, on behalf of CFD No. 9, hereby assumes liability for any outstanding debts of CFD No. 6 discovered to exist after the dissolution of CFD No. 6.

PART 6. The City Clerk is hereby directed to cause an addendum to be recorded in the office of the Ventura County Recorder to the Notice of Special Tax Lien for CFD No. 6 which shall state that the obligation to pay all special taxes relating to CFD No. 6 has ceased, all associated liens have been extinguished and CFD No. 6 is dissolved.

PART 7. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and a certified copy of this Ordinance was posted in the office of the City Clerk a minimum of five days before the City Council's adoption of this Ordinance.

PART 8. The Mayor shall sign this ordinance and the City Clerk shall attest to such signature. Within fifteen days after passage, the City Clerk shall cause the title and summary or text of this Ordinance, together with the vote thereon, to be published one time in a newspaper of general circulation published and circulated within the territorial jurisdiction of the City, and to post at the main office of the City a certified copy of the full text of the adopted Ordinance along with the names of the Council Members voting for and against the Ordinance.

PART 9. This Ordinance shall take effect thirty (30) days upon its final passage.

PART 10. Ordinance No. 3005 was first read on October 19, 2021, and finally adopted on November 16, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

John Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

RECORDING REQUESTED BY
AND RETURN TO:

City of Oxnard
c/o Maryann L. Goodkind, Esq.
Norton Rose Fulbright US LLP
555 South Flower Street, 41st Floor
Los Angeles, California 90071

**NOTICE OF CESSATION OF SPECIAL TAX
AND
DISSOLUTION OF
CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 6**

Reference is hereby made to the Notice of Special Tax Lien (the “Notice of Special Tax Lien”) with respect to Community Facilities District No. 6 (Northshore at Mandalay Bay) of the City of Oxnard (the “CFD No. 6”) recorded on April 5, 2006, as Document No. 20060405-0072622, in the office of the Ventura County Recorder, State of California, which contains a list of the owners and assessor tax parcel numbers within the original boundaries of CFD No. 6.

Reference is also hereby made to the Boundary Map of CFD No. 6 filed in Book 19 of Maps of Assessment and Community Facilities Districts at Page 42, in the office of the Ventura County Recorder, State of California. This map constitutes the final boundary map of CFD No. 6.

Pursuant to California Government Code Section 53330.5, California Streets and Highways Code Section 3115.5(c), and Ordinance No. 3005, the City Clerk of the City of Oxnard (the “City”) hereby gives notice that the obligation to pay special taxes against all of the parcels of CFD No. 6 shall cease and the recorded liens against such parcels are extinguished and cancelled.

Pursuant to California Government Code Section 53338.5 and Ordinance No. 3005 of the City, the City Clerk of the City hereby gives notice that Community Facilities District No. 6 (Northshore at Mandalay Bay) of the City of Oxnard, and all associated liens, if any, have been dissolved. The City shall be liable for any outstanding debt discovered to exist after the dissolution of CFD No. 6.

Dated: _____

ROSE CHAPARRO, CITY CLERK OF THE CITY
OF OXNARD



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: November 16, 2021

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: City Participation in the Emergency Rental Assistance Program.

RECOMMENDATION

That the City Council:

1. Adopt a Resolution Authorizing the City's Participation in the State Rental Assistance Program - 2 ("SRA - 2") and Directing the City Manager to Take Actions to Effectuate the City's Participation;
2. Authorize and Direct the City Manager or his Designee to enter into an Agreement with the State of California Housing and Community Development Department ("HCD") governing the administration of the City's direct allocation of federal Emergency Rental Assistance Program ("ERAP-2") on behalf of the City; and
3. Authorize and Direct the City Manager or his Designee to accept an allocation of \$93,155.92 from the HCD for the purpose of defraying the costs of administration of the ERAP-1 program, and approve and authorize a budget appropriation in that amount (to Fund 261-5139, project 775235).

BACKGROUND

In December of 2020, the federal Consolidated Appropriations Act of 2021, a \$908 billion COVID-19 relief bill, was signed into law, and \$25 billion was allocated to the United States Treasury for the Emergency Rental Assistance Program (ERAP) to assist households that are unable to pay rent or utilities due to the COVID-19 pandemic. California initially received over \$2.6 billion in federal ERAP funds, in the first round of ERAP funding, known as ERA-1.

On March 2, 2021, the City Council directed and authorized the City Manager to take certain actions to implement the City's participation in the State Rental Assistance Program ("SRAP"). Subsequent thereto, and pursuant to Council direction, the City has contracted with the State of California Department of Housing and Community Development ("HCD") to implement and administer the provision and disbursement of assistance to Oxnard households that have applied and qualified for such assistance. The combined total of Oxnard's direct federal ERA-1 and state ERAP-1 funding (together known as "Round One" funding) received comes to \$12,894,288.56.

As of October 5, 2021, Oxnard's entire Round One funding has already been paid to Oxnard landlords and tenants or has been obligated on behalf of Oxnard tenants and landlords for disbursement in the near future. On September 30, 2021, the City received a remittance of \$93,155.92 from the HCD, to help the City defray the costs of administration of the ERAP-1 program.

In anticipation of the likelihood that the need for emergency rental assistance would exceed the ERAP-1 funds, Congress adopted, and President Biden signed on March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA"), which established the ERAP-2 ("Round Two") funding. Pursuant thereto, the City applied for, and was approved for, additional rental assistance funding for Oxnard residents. On July 8, 2021, the City received \$2.958 million of Round Two funding,

which the U. S. Treasury Department advised the City represented approximately 40% of the projected minimum Round Two allocation for the City. The HCD has commenced utilizing Round Two funds statewide, as all of California's Round One funding has been obligated.

Discussion

The City is eligible to receive a portion of both the ERAP-1 and the ERAP-2 funding for administrative costs associated with the programs. As indicated above, the City has already received the administrative funds for ERAP-1 (the \$93,155.92). With respect to the ERAP-1 administrative funds that have already been transmitted by HCD to the City, staff is seeking Council approval to authorize a budget appropriation in the amount of \$93,155.92.

The HCD has established a process under which ERAP-2 funds that were disbursed to local governments are to be transferred to the HCD. The portion of those funds which are dedicated to assisting local governments to defray the administrative cost of the program (equal to 1.5% of the total) will be distributed back to the local governments by HCD by way of a separate grant.

As indicated above, the \$2.958 million that the Treasury Department has already disbursed constitutes 40% of the City's projected minimum ERAP-2 funding of \$8.874 million. It is also possible that the City's total ERAP-2 funding may exceed \$8.874 million, as the HCD anticipates re-allocating assistance from those jurisdictions which do not utilize all of their funding to those jurisdictions (such as Oxnard) which do. The dollar amount of the 1.5% that will be allocable to the City thus will be at least \$133,110, but may be somewhat more than that amount.

Acceptance of the U. S. Treasury ERAP-2 funds, the transmittal of those funds to the HCD, and authorization to enter into a grant agreement with the HCD for the City to receive the administrative portion of those funds, requires the adoption of a Council resolution. The attached Resolution has been drafted to accomplish this and additionally authorizes the City Manager or his designee to execute any documents necessary to facilitate the transfer and grant application.

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 financial impact resulting from the first two recommended actions will be the acceptance by the City of an amount equal to 1.5% of the total ERAP-2 funds assigned to the City. The precise dollar amount of that is not yet known, but it will at minimum be \$133,110.00, which is to be retained by the City for the purpose of defraying costs of program administration incurred by the City. Staff will return to Council to appropriate the funds once the amount is known.

There is no Financial Impact to the City resulting from the award of the remaining 98.5% of ERAP-2 funds, as those funds are assigned to and will remain with the state HCD, which shall administer them on behalf of and to the benefit of Oxnard tenants and landlords.

The financial impact of the third recommendation will be the approval of a budget appropriation of \$93,155.92 to recognize grant revenue and appropriate funds (to Fund 261-5139, project 775235).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. ERA2 RESOLUTION

2. REQUEST FOR BUDGET APPROPRIATION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, THE GOVERNING BODY OF THE CITY OF OXNARD, AUTHORIZING THE CITY'S PARTICIPATION IN THE STATE OF CALIFORNIA EMERGENCY RENTAL ASSISTANCE PROGRAM - 2 AND DIRECTING THE CITY MANAGER TO TAKE ACTIONS TO EFFECTUATE THE CITY'S PARTICIPATION

WHEREAS, On March 11, 2021, the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) ("ARPA") was signed into law. Section 3201 of ARPA established the federal Emergency Rental Assistance Program ("ERA2"), and authorized the direct allocation of funds to states, the District of Columbia, units of local government, and territories. The ERA2 funds are intended to assist low-income households that have experienced financial hardship due to the COVID-19 pandemic, are unable to pay rent and utilities, and are at risk of experiencing homelessness or housing instability; and

WHEREAS, California Assembly Bill No. 832 (2021-2022 Reg. Sess.) ("AB 832") established the State of California's program for administering its share of ERA2 funds (the "SRA2," "State Rental Assistance Program - 2," or "SRA2 Funds"). AB 832 amended Chapter 17 (commencing with Section 50897) of Part 2 of Division 31 of the Health and Safety Code. Health and Safety Code section 50897.1, subdivision (a)(1) authorizes the Department of Housing and Community Development (the "Department") to administer the SRA2 Funds in accordance with state and federal law; and

WHEREAS, on 8 July 2021, the City of Oxnard ("City") received an allocation of ERA2 funds from the U.S. Department of the Treasury ("Treasury") in the amount of \$2,958,066.07 (the City's "Direct ERA2 Allocation"); and

WHEREAS, the City will also receive a share of SRA2 Funds pursuant to the Health and Safety Code section 50897.2.1, subdivision (a)(3) (this amount, the City's "Proportionate SRA2 Share"). The Department will administer the City's Proportionate SRA2 Share pursuant to Health and Safety Code section 50897.3.1.

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

Section 1: The City is hereby authorized and directed to transmit its Direct ERA2 Allocation to the Department so that the Department will administer the City's Direct ERA2 Allocation and the City's Proportionate SRA2 Share for and on behalf of the City, and pursuant to Health and Safety Code section 50897.3.1, subdivision (b)(3).

Section 2: The City is hereby authorized and directed to enter into, execute, and deliver any and all documents (and any amendments thereto) that are required or deemed necessary or appropriate under State or Federal Law to govern the Department's administration of the City's Direct ERA2 Allocation for and on behalf of the City (collectively, the "HSC 50897.3.1 Documents"). Such HSC 50897.3.1 Documents shall include a Standard Agreement in a total amount not to exceed \$8,874,198.21 (the "Standard Agreement"), and all amendments thereto.

Section 3: The City acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement.

Section 4: The City Manager, or his designee, which may be the Assistant City Manager, Deputy City Manager, or Housing Director (each of which is a "Designee"), is authorized to execute the HSC 50897.3.1 Documents on behalf of the City for participation in the State Rental Assistance Program - 2. The City Manager, and each Designee, are each separately and individually authorized to execute any necessary HSC 50897.3.1 Documents on behalf of the City.

Section 6: The City Manager or Designee is authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the execution of the ERA2 program or otherwise to effectuate the purposes of this Resolution, with legal documents subject to review and approval by the City Attorney, and such actions previously taken by such officers are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Housing
Project/Program
Manager: Karl Lawson

Date: October 22, 2021

Phone: 385-9054

Reason for Appropriation:

Cover costs of administration of the Emergency Rental Assistance Program-I grant from the State of California
Department of Housing and Community Development

Accounts and Descriptions

AMOUNT

Fund: **Federal Term Grants Fund (261)**

Revenues/Transfers In

Emergency Rental Assistance COVID (775235)

261-5139-531.72-01 Federal Grant Revenue 93,156

Sub-total Revenues 93,156

Expenditures/Transfers Out

Emergency Rental Assistance COVID (775235)

261-5139-801.82-09 Other professional/contract services 93,156

Sub-total Expenditures 93,156

Net Change to Fund Balance

0

Approvals

Department Director

Chief Financial Officer

City Manager





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.10

DATE: November 16, 2021

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8368 with Toter, LLC for the Purchase of Residential Containers and Parts for the Environmental Resources Division.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8368 with Toter, LLC in the amount not to exceed \$750,000 for a three-year term ending December 31, 2024 for the purchase of residential containers and parts.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

In order to provide uninterrupted, weekly collection of refuse, recyclables and green waste (organic) to approximately 37,000 residential customers in the City of Oxnard (City), the Environmental Resources Division must maintain a sufficient inventory of containers and parts. Since 2011, the Environmental Resources Division has standardized the use of Toter-manufactured residential containers and parts in the City of Oxnard. This standardization of these products was based on an analysis of fleet compatibility, durability, warranty support, and cost-effectiveness.

Toter's patented manufacturing method uses 50% recycled plastic in a proprietary, rotational molding process. This method creates a durable, longer-lasting product compared to what is available from other vendors. Toter also offers an extended, more comprehensive warranty period compared to other vendors. Toter carts are delivered fully stacked, nestled and assembled. This allows for greater payload deliveries and reduced freight costs. Residential containers and parts removed from service in the City are recycled at the Del Norte Facility, then sold with other recyclables.

DISCUSSION

During the COVID-19 pandemic, delivery and lead time of Toter products was estimated to take nine (9) months or more after an order is placed. This has reduced our spare inventory and caused delays in Environmental Resources Division responses to customer container repairs or replacement requests. In August of this year, an order of 624 containers and 1,500 lids were received, allowing staff to begin addressing the backlog of customer container repairs and replacement requests. Upon approval of a new agreement, staff will order an additional 1,900 containers and 1,400 lids. This will allow the Environmental Resources Division to stay ahead of customer container repairs, replacements and requests for additional container requests while the uncertainty of the COVID-19 Pandemic persists.

Staff is requesting to purchase residential containers and parts from Toter, LLC through the City of Oxnard's membership in Sourcewell. Sourcewell is a National Intergovernmental Purchasing Alliance program that enables government agencies to simplify and accelerate their procurement processes through competitive, pre-negotiated contracts. Upon City Council approval, the City will acquire the new residential containers and parts through Sourcewell contract #041521-TOT directly with Toter, LLC.

Toter, LLC meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

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

Each year the Environmental Resources Division designates a portion of the annual operating budget for residential containers and parts. This amount varies from year-to-year based on projected inventory required for customer use, repair requests, residential development and economic growth. The total cost of this agreement with Toter, LLC shall not exceed \$750,000 through December 31, 2024. The spending plan for this current fiscal year is \$125,000 and will be funded from existing appropriations in the Fiscal Year 2021-22 budget from the Environmental Resources Fund 631. Funding for subsequent fiscal years will be requested during the annual budget process.

Toter, LLC Agreement A-8368					
ER Division/Account	FY 2021-22 (Jan 1- Jun 30)	FY 2022-23	FY 2023-24	FY 2024-25 (Jul 1 - Dec 31)	Total
631-6307-843-81-34	\$125,000	\$250,000	\$250,000	\$125,000	\$750,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 26, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8368

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 1, 2022
- (2) Vendor: Toter, LLC
- (3) Services: Vendor shall provide fully automated residential curbside containers and replacement parts as listed in Exhibit A - Sourcewell Contract No. 041521-TOT RFP # 041521 attached hereto and incorporated by this reference in full herein.
- (4) Schedule of Services: Vendor shall complete the services within the term of this Agreement.
- (5) Agreement Ending Date: December 31, 2024
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Eric Okada, Environmental Resources Supervisor
- (8) Vendor's Project Manager: Kellie Clark, Contract Manager
- (9) Insurance Coverage: INS- I
- (10) What wages are required for this Project?

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

☐ 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:

FOR VENDOR:

Toter, LLC
841 Meacham Road
Statesville, North Carolina 28677
Attn: Kellie Clark, Contract Manager

FOR CITY:

City of Oxnard - Environmental Resources (ER) Division
111 South Del Norte Boulevard
Oxnard, CA 93030
Attn: Eric Okada, Environmental Resources Supervisor

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER'S:

Kellie Clark, kelark@toter.com
Maribel Ramos, mramos@wastequip.com
CC: Rich Sedory, rsedory@wastequip.com

CITY'S PROJECT MANAGER:

Eric Okada, eric.okada@oxnard.org

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

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

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. Invoices may be emailed to: invoices@oxnard.org.

5. **Most Favored Nation.** Throughout the term of the Agreement, in the event Vendor provides the same Services, under similar quantities, delivery conditions and payment terms, pursuant to a Sourcewell Contract No. 041521-TOT RFP # 041521 ("Sourcewell Contract") related-agreement, 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 the 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. Audits by the City shall be limited to no more than once per year. Vendor shall maintain all such records. 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.

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.

a. 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.

b. 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.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100,

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

a. 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.

b. 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.

c. 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.

d. 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, pandemics, local disease outbreaks, public health emergencies, government imposed quarantines, the unavailability of labor or materials to the extent beyond the control of the party affected, fire, earthquakes, or other disasters.
32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.
33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant,

or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

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

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

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

[Signatures on next page]

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

CITY OF OXNARD

TOTER, LLC

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

 _____ August 19, 2021
Laura P Hubbard Date
Director of Municipal Sales

ATTEST:

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

APPROVED AS TO FORM:

 _____ 8/24/21
Stephen M. Fischer, City Date
Attorney (always required)

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.

SCOPE OF SERVICES EXHIBIT

EQUIPMENT, PRODUCTS, OR SERVICES

1. Vendor shall provide the equipment, products, or services as stated in Exhibit A - Sourcewell Contract No. 041521-TOT

WARRANTY

1. The applicable warranty can be found in Section 2.B. of the Sourcewell Agreement referenced above.

RATES AND COSTS EXHIBIT

PRICING

1. Vendor shall provide pricing as stated in Exhibit A - Sourcewell Contract No. 041521-TOT
2. Vendor shall provide a line item pricing model that is comparable to other cooperative contracts
3. Quarterly price reviews shall be conducted based on current market resin costs, lowering when necessary to match the market.
4. Vendor shall provide incremental volume discounts in the pricing structure allowing flexibility with larger quantity discounts.

SHIPPING AND SHIPPING COSTS.

1. Vendor shall deliver equipment properly packaged and free from any damage. The City reserves the right to reject damaged equipment and products.
2. Vendor shall allow the equipment and products to be returned within a reasonable time at no cost to the City. If the damage is not readily apparent at the time of delivery, Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition

EXHIBIT- A

Sourcewell Cooperative Agreement No. 041521-TOT

Solicitation Number: RFP #041521 CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Toter, LLC, 841 Meacham Road, Statesville, NC 28677 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

TERM OF CONTRACT

EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

EQUIPMENT, PRODUCTS, OR SERVICES

EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract

PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax- exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax- exempt entity.

HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must

Identify the applicable Sourcewell contract number;

Clearly specify the requested change;

Provide sufficient detail to justify the requested change;

Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference

PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source. Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract

PUBLIC FACILITIES. Vendor's employees may be required to perform work at government- owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

PARTICIPATING ENTITY USE AND PURCHASING

ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

CUSTOMER SERVICE

PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

Maintenance and management of this Contract;

Timely response to all Sourcewell and Participating Entity inquiries; and

Business reviews to Sourcewell and Participating Entities, if applicable.

BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information

REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

Customer Name (e.g., City of Staples Highway Department);

Customer Physical Street Address;

Customer City;

Customer State/Province;

Customer Zip Code;

Customer Contact Name;

Customer Contact Email Address;

Customer Contact Telephone Number;

Sourcewell Assigned Entity/Participating Entity Number;

Item Purchased Description;

Item Purchased Price;

Sourcewell Administrative Fee Applied; and

Date Purchase was invoiced/sale was recognized as revenue by Vendor.

ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date

AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

INTELLECTUAL PROPERTY

Grant of License. During the term of this Contract:

Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

Use; Quality Control. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

PERFORMANCE, DEFAULT, AND REMEDIES

PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.

Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

Nonperformance of contractual requirements, or A material breach of any term or condition of this Contract

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

Exercise any remedy provided by law or equity, or Terminate the Contract or any portion thereof, including any orders issued against the Contract

INSURANCE

REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

Umbrella Insurance. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provisions or endorsements must further provide that coverage primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

COMPLIANCE

LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non- federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

CLEAN AIR ACT (42 U.S.C. § 7401-7671q) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

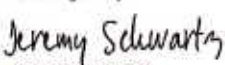
The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

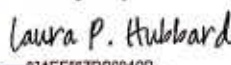
CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Toter, LLC

DocuSigned by:

C0FD2A139D06489...

DocuSigned by:

834FF567B80840B...

By: Jeremy Schwartz

By: Laura P. Hubbard

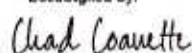
Title: Chief Procurement Officer

Title: Director of Municipal Sales

Date: 5/24/2021 I 7:43 PM CDT

Date: 5/25/2021 I 10:46 AM CDT

Approved:

DocuSigned by:

7E42B8F817A84CC...

By: Chad Coquette

Title: Executive Director/CEO

Date: 5/25/2021 I 10:47 AM CDT

RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name:	Toter, LLC
Address:	
841 Meacham Road	
Statesville, North Carolina 28677	
Contact:	Kellie Clark
Email:	toterbids@toter.com
Phone:	800-424-0422 09584
Fax:	833-930-1124
HST#:	56-1362422

Submission Details

Created On:	Thursday February 25, 2021 07:42:29
Submitted On:	Thursday April 15, 2021 13:38:28
Submitted By:	Kellie Clark
Email:	toterbids@toter.com
Transaction #:	e18be8d7-0c74-4464-b735-48eb35840831
Submitter's IP Address:	173.92.230.77

Toter #041521-TOT

Pricing for contract #041521-TOT offers Sourcewell participating agencies the following discounts.

- Toter residential does not have set list pricing, therefore we are offering a line-item ceiling pricing model that is comparable to other cooperative contracts

- Toter Pro – 30% off list price

INSURANCE EXHIBIT

Exhibit INS-I

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

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

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

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

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

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

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

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

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

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

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

2/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE 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):

LOSS ADJUSTMENT EXPENSE

(to)

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)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

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

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
 - CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
 - SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
 - CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
 - PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
 - SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.
- Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

LIVING WAGE POLICY EXHIBIT

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

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

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

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.89 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, 2021**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.89 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2022, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. 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.

b. 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.

c. 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.

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.11

DATE: November 16, 2021

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement A-8380 with Chrisp Company for On-Call Street Striping and Marking Services PW 22-17.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8380 with Chrisp Company in the amount not to exceed \$435,000 for a three-year term for On-Call Street Striping and Marking Services PW 22-17. (Public Works and Transportation Committee approved 3-0.)

BACKGROUND

The City's Public Works Streets Division maintains over 445 centerline miles of roads. There are approximately 1.8 million square feet of white and yellow pavement markings used to show turns, stop/yield lines, approaching warnings, bike lanes and crosswalks. The Streets Division has used outside pavement marking services for the past 25 years. Safety Striping Company was our most recent vendor and Chrisp Company provided this service from 2017 through 2020. The project scope is to restripe, replace, and install new pavement markings on an as-needed basis at locations throughout the City to meet current code requirements and improve safety and visibility for vehicles, bicyclists, and pedestrian users. The work includes furnishing all necessary labor, materials, equipment, and other incidental and appurtenant work to provide on-call pavement marking services.

DISCUSSION

Pavement marking is a vital maintenance aspect to promote roadway safety and direction through higher visibility striping and pavement symbols for City roads and intersections. Pavement markings are needed to clearly delineate the roadway for safe and efficient travel and help communicate important information to road users. Pavement markings will be performed on an as-required basis as approved by the City Traffic Engineer. Examples are:

1. Where pedestrians should cross the street
2. When motorists should expect railroad or school crossings
3. When motorists should expect a bicyclist

The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call street striping and marking services, and all other appurtenant and associated work in accordance with the Contract Documents. Staff will work closely with neighborhood councils, businesses, and residents directly impacted to keep them informed when work is being done.

The notice inviting formal bids (NIFB) on the Project was published on August 26, 2021, and all bids were due on and opened on September 20, 2021. The bid requested rates and costs on a variety of services for the purpose of evaluation and the low bidders rates will be documented in the agreement. The work will be issued through task orders and the contract will be for an amount not to exceed \$435,000 during the three-year term. The City received the following pricing

using a representative sample of bid items:

Chrisp Company:	\$144,241.50
Toro Enterprises, Inc.:	\$184,720.93
Sterndahl Enterprises, Inc.:	\$266,907.70

The lowest bidder is Chrisp Company and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Chrisp Company. 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). Based upon the information submitted and available for review, the contractor has been deemed responsible and capable of satisfactorily completing the project. Staff recommends that the City Council award the contract to Chrisp Company.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for the services with this agreement with Chrisp Company shall not exceed \$435,000 over the three-year contract term. The On-Call Street Striping and Marking Services Project will be funded from available appropriations in the Streets Division from the General Fund (101-5704-803.82-09) utilizing Measure E funds. The spending plan for FY 2021-22 is \$135,000. Funding for subsequent fiscal years will be requested during the annual budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved this item 3-0 on October 26, 2021 and recommended forwarding it for Council review and approval. The total number of centerline miles has been updated to reflect 445.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Chrisp Agreement A-8380

**CITY OF OXNARD CONTRACT FOR
ON-CALL STREET STRIPING AND MARKING SERVICES
SPECIFICATION NO. PW 22-17**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and CHRISP COMPANY ("Contractor"). Contractor's license number is 374600.

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 General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as ON-CALL STREET STRIPING AND MARKING SERVICES, Specification No. PW 22-17 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed four hundred thirty-five thousand dollars (\$435,000) during the Contract Term.
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. 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 Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be 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.
7. 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."

8. 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.

9. 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.

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. 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. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

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

CITY OF OXNARD

CHRISP COMPANY

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

David L. Morris, Vice President² _____ Date _____

Tammie Allison, 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)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$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;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-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-8380 (PW 22-17)
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.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8380 (PW 22-17)
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		☐ Claims Made Retroactive Date _____ ☐ Occurrence	
COVERAGES		OTHER PROVISIONS	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		Underwriter=s representative for claims pursuant to this insurance. 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 City Council, officers, 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 City Council, officers, employees and 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-8380 (PW 22-17) 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 _____	

INS-D.doc

[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 _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as ON-CALL STREET STRIPING AND MARKING SERVICES, Specification No. PW 22-17 (the "Project").

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 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 any Task related to 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 thirty-five thousand dollars (\$435,000), this amount being not less than one hundred percent (100%) of the total not to exceed 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.

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. 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 Sections 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)

Note: 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. The date of the Bond must not be before the Contract's Effective Date. 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.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as ON-CALL STREET STRIPING AND MARKING SERVICES, Specification No. PW 22-17 (the "Project").

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 thirty-five thousand dollars (\$435,000), this amount being not less than one hundred percent (100%) of the total not to exceed 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, assigns, 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 for all Tasks, 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, within the Contract Term, then this obligation shall become null and void; 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 under any Task Order 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 in any Task Order. 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)

Note: 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. The date of Bond must not be before the Contract's Effective Date. 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.

CITY OF OXNARD

**BID SHEETS FOR ON-CALL STREET STRIPING AND MARKING SERVICES
SPECIFICATION NO. PW 22-17 [PROJECT]**

Bidder's Name: Chrisp Company

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 Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the Bid Item Unit Prices below.

Because the City is unable to predict the requirements for each bid item, award of the Contract will be based on a representative sample of a limited number of bid items listed below. The lowest responsive Bid will be determined by a weighted sum of the sample bid item unit prices. The sample items and weighting to be used will be selected by the City, kept in a sealed envelope, until Bids are received and opened at the Bid opening in order to ensure a competitive bidding process. The sample items and weighting to be used will be selected by the City, kept in a sealed envelope, until Bids are received and opened at the Bid opening in order to ensure a competitive bidding process.

BID ITEM UNIT PRICES:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
PAINT TRAFFIC STRIPE (2-COAT)				
1	Detail 1 Stripe (6" Single Yellow Broken Line) Centerline	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.16
			OVER 9,000	\$0.14
2	Detail 2 Stripe (6" Single Yellow Broken Line) Centerline With Marker	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.16
			OVER 9,000	\$0.14
3	Detail 8 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.16
			OVER 9,000	\$0.14
4	Detail 9 Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.16
			OVER 9,000	\$0.14
5	Detail 12 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.16

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
			OVER 9,000	\$0.14
6	Detail 12A Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.16
			OVER 9,000	\$0.14
7	Detail 21 Stripe (6" Double Yellow Solid Line) No Passing Zone	LF	1 – 5,000	\$0.25
			5,001 – 9,000	\$0.20
			OVER 9,000	\$0.18
8	Detail 22 Stripe (6" Double Yellow Solid Line) No Passing Zone With Marker	LF	1 – 5,000	\$0.25
			5,001 – 9,000	\$0.20
			OVER 9,000	\$0.18
9	Detail 24 Stripe (6" Single Yellow Solid Line) Left Edge Line	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.16
			OVER 9,000	\$0.12
10	Detail 25A Stripe (6" Single Yellow Solid Line) Left Edge Line With Marker	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.16
			OVER 9,000	\$0.12
11	Detail 27B Stripe (6" Single White Solid Line) Right Edge Line	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.16
			OVER 9,000	\$0.12
12	Detail 27C Stripe (6" Single White Broken Line) Extension Thru Intersection	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.16
			OVER 9,000	\$0.12
13	Detail 28 Stripe (6" Double Yellow Solid Line) Median Island	LF	1 – 5,000	\$0.60
			5,001 – 9,000	\$0.55
			OVER 9,000	\$0.50
14	Detail 29 Stripe (6" Double Yellow Solid Line) Median Island With Marker	LF	1 – 5,000	\$0.60
			5,001 – 9,000	\$0.55
			OVER 9,000	\$0.50
15	Detail 31 Stripe (6" Double Yellow Solid And Broken Line)	LF	1 – 5,000	\$0.40
			5,001 – 9,000	\$0.36
			OVER 9,000	\$0.32
16	Detail 32 Stripe (6" Double Yellow Solid And Broken Line) With Marker	LF	1 – 5,000	\$0.60
			5,001 – 9,000	\$0.55
			OVER 9,000	\$0.50

ITEM NO.	DESCRIPTION Type text here	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
17	Detail 37B Stripe (8" Single White Broken Line With Marker) Lane Drop At Intersection	LF	1 – 5,000	\$0.50
			5,001 – 9,000	\$0.48
			OVER 9,000	\$0.46
18	Detail 38 Stripe (8" Single White Solid Line) Channelizing Line With Marker	LF	1 – 5,000	\$0.50
			5,001 – 9,000	\$0.48
			OVER 9,000	\$0.46
19	Detail 38A Stripe (8" Single White Solid Line) Channelizing Line	LF	1 – 5,000	\$0.32
			5,001 – 9,000	\$0.30
			OVER 9,000	\$0.28
20	Detail 38B Stripe (8" Single White Solid Line) Channelizing Line With Double Marker	LF	1 – 5,000	\$0.50
			5,001 – 9,000	\$0.48
			OVER 9,000	\$0.46
21	Detail 39 Stripe (6" Single White Solid Line) Bike Lane Line	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.18
			OVER 9,000	\$0.16
22	Detail 39A Stripe (6" Single White Broken Line) Intersection Line Bike Lane	LF	1 – 5,000	\$0.20
			5,001 – 9,000	\$0.18
			OVER 9,000	\$0.16
23	Detail 40 Stripe (6" Single White Broken Line) Lane Line Extension Thru Intersection	LF	1 – 5,000	\$1.00
			5,001 – 9,000	\$1.00
			OVER 9,000	\$1.00
24	Detail 41 Stripe (6" Single Yellow Broken Line) Centerline Extension Thru Intersection	LF	1 – 5,000	\$1.00
			5,001 – 9,000	\$1.00
			OVER 9,000	\$1.00
THERMOPLASTIC TRAFFIC STRIPE				
25	Detail 1 Stripe (6" Single Yellow Broken Line) Centerline	LF	1 – 5,000	\$0.35
			5,001 – 9,000	\$0.30
			OVER 9,000	\$0.25
26	Detail 2 Stripe (6" Single Yellow Broken Line) Centerline With Marker	LF	1 – 5,000	\$0.35
			5,001 – 9,000	\$0.30
			OVER 9,000	\$0.25
27	Detail 8 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	\$0.35
			5,001 – 9,000	\$0.30

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
			OVER 9,000	\$ 0.25
28	Detail 9 Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	\$ 0.35
			5,001 – 9,000	\$ 0.30
			OVER 9,000	\$ 0.25
29	Detail 12 Stripe (6" Single White Broken Line) Lane line	LF	1 – 5,000	\$ 0.35
			5,001 – 9,000	\$ 0.30
			OVER 9,000	\$ 0.25
30	Detail 12A Stripe (6" Single White Broken Line) Lane line With Marker	LF	1 – 5,000	\$ 0.35
			5,001 – 9,000	\$ 0.30
			OVER 9,000	\$ 0.25
31	Detail 21 Stripe (6" Double Yellow Solid Line) No Passing Zone	LF	1 – 5,000	\$ 1.20
			5,001 – 9,000	\$ 1.10
			OVER 9,000	\$ 1.00
32	Detail 22 Stripe (6" Double Yellow Solid Line) No Passing Zone With Marker	LF	1 – 5,000	\$ 1.20
			5,001 – 9,000	\$ 1.10
			OVER 9,000	\$ 1.00
33	Detail 24 Stripe (6" Single Yellow Solid Line) Left Edge Line	LF	1 – 5,000	\$ 0.65
			5,001 – 9,000	\$ 0.60
			OVER 9,000	\$ 0.55
34	Detail 25A Stripe (6" Single Yellow Solid Line) Left Edge Line With Marker	LF	1 – 5,000	\$ 0.65
			5,001 – 9,000	\$ 0.60
			OVER 9,000	\$ 0.55
35	Detail 27B Stripe (6" Single White Solid Line) Right Edge Line	LF	1 – 5,000	\$ 0.65
			5,001 – 9,000	\$ 0.60
			OVER 9,000	\$ 0.55
36	Detail 27C Stripe (6" Single White Broken Line) Extension Thru Intersection	LF	1 – 5,000	\$ 0.65
			5,001 – 9,000	\$ 0.60
			OVER 9,000	\$ 0.55
37	Detail 28 Stripe (6" Double Yellow Solid Line) Median Island	LF	1 – 5,000	\$ 1.85
			5,001 – 9,000	\$ 1.80
			OVER 9,000	\$ 1.75
38	Detail 29 Stripe (6" Double Yellow Solid Line) Median Island With Marker	LF	1 – 5,000	\$ 2.20
			5,001 – 9,000	\$ 2.10
			OVER 9,000	\$ 2.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
39	Detail 31 Stripe (6" Double Yellow Solid And Broken Line)	LF	1 – 5,000	\$ 1.65
			5,001 – 9,000	\$ 1.55
			OVER 9,000	\$ 1.45
40	Detail 32 Stripe (6" Double Yellow Solid And Broken Line) With Marker	LF	1 – 5,000	\$ 1.75
			5,001 – 9,000	\$ 1.65
			OVER 9,000	\$ 1.55
41	Detail 37B Stripe (8" Single White Broken Line With Marker) Lane Drop At Intersection	LF	1 – 5,000	\$ 0.85
			5,001 – 9,000	\$ 0.80
			OVER 9,000	\$ 0.75
42	Detail 38 Stripe (8" Single White Solid Line) Channelizing Line With Marker	LF	1 – 5,000	\$ 1.00
			5,001 – 9,000	\$ 0.95
			OVER 9,000	\$ 0.90
43	Detail 38A Stripe (8" Single White Solid Line) Channelizing Line	LF	1 – 5,000	\$ 1.00
			5,001 – 9,000	\$ 0.95
			OVER 9,000	\$ 0.90
44	Detail 38B Stripe (8" Single White Solid Line) Channelizing Line With Double Marker	LF	1 – 5,000	\$ 1.00
			5,001 – 9,000	\$ 0.95
			OVER 9,000	\$ 0.90
45	Detail 39 Stripe (6" Single White Solid Line) Bike Lane Line	LF	1 – 5,000	\$ 0.65
			5,001 – 9,000	\$ 0.60
			OVER 9,000	\$ 0.55
46	Detail 39A Stripe (6" Single White Broken Line) Intersection Line Bike Lane	LF	1 – 5,000	\$ 0.65
			5,001 – 9,000	\$ 0.60
			OVER 9,000	\$ 0.55
47	Detail 40 Stripe (6" Single White Broken Line) Lane Line Extension Thru Intersection	LF	1 – 5,000	\$ 1.00
			5,001 – 9,000	\$ 1.00
			OVER 9,000	\$ 1.00
48	Detail 41 Stripe (6" Single Yellow Broken Line) Centerline Extension Thru Intersection	LF	1 – 5,000	\$ 1.00
			5,001 – 9,000	\$ 1.00
			OVER 9,000	\$ 1.00
METHYL METHACRYLATE (MMA) Traffic Stripe				
49	Methyl Methacrylate (MMA) Resin System (Green) Specification (State Spec AML	SF	1 – 5,000	\$ 6.00
			5,001 – 9,000	\$ 5.85

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
	(Authorized Material List) 2015 SSP 84-2		OVER 9,000	\$5.65
PAINT PAVEMENT MARKING (2-COAT)				
50	Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, shoulder, parking stall, or railroad-grade-crossing marking	SQFT	1 – 5,000	\$ 2.00
			5,001 – 9,000	\$ 1.85
			OVER 9,000	\$ 1.75
THERMOPLASTIC PAVEMENT MARKING				
51	Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, shoulder, parking stall, or railroad-grade-crossing marking	SQFT	1 – 5,000	\$3.00
			5,001 – 9,000	\$ 2.75
			OVER 9,000	\$2.50
MISCELLANEOUS				
52	Paint Parking Stall Stripe (3" Double White Solid) Per City Parking Regulations And Standards	LF	1 – 5,000	\$0.65
			5,001 – 9,000	\$ 0.60
			OVER 9,000	\$ 0.55
53	Paint Handicapped Blue Line Border (4" Solid Blue Line)	LF	1 – 5,000	\$ 0.65
			5,001 – 9,000	\$ 0.60
			OVER 9,000	\$ 0.55
54	Install ADA Symbol (ISA) Pavement Marking	EA	1 – 5,000	\$50.00
			5,001 – 9,000	\$ 45.00
			OVER 9,000	\$ 40.00
55	Curb Paint (Red, Blue, Green, Yellow, Gray, Or White)	LF	1 – 5,000	\$ 2.25
			5,001 – 9,000	\$ 2.15
			OVER 9,000	\$ 2.00
56	Raised Pavement Marker (Retro-reflective)	EA	1 – 5,000	\$ 3.75
			5,001 – 9,000	\$ 3.50
			OVER 9,000	\$ 3.25
57	Raised Pavement Marker (Non-Reflective)	EA	1 – 5,000	\$ 2.25
			5,001 – 9,000	\$ 2.15
			OVER 9,000	\$ 2.00
58	Remove Pavement Marker	EA	1 – 5,000	\$ 1.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE
			5,001 – 9,000	\$ 0.50
			OVER 9,000	\$ 0.50
59	Remove Traffic Stripe (Grind)	LF	1 – 5,000	\$ 1.50
			5,001 – 9,000	\$ 1.00
			OVER 9,000	\$ 0.65
60	Remove Pavement Marking (Grind)	SQFT	1 – 5,000	\$ 2.00
			5,001 – 9,000	\$ 1.75
			OVER 9,000	\$ 1.50
61	Remove And Dispose Yellow, White, Green Thermoplastic Pavement Stripe	LF	1 – 5,000	\$ 1.50
			5,001 – 9,000	\$ 1.25
			OVER 9,000	\$ 1.00
62	Remove And Dispose Yellow, White, Green Thermoplastic Pavement Marking	SQFT	1 – 5,000	\$ 2.00
			5,001 – 9,000	\$ 1.50
			OVER 9,000	\$ 1.25
63	Remove And Dispose Yellow, White, Green Methyl Methacrylate (MMA) Pavement Stripe	LF	1 – 5,000	\$ 1.50
			5,001 – 9,000	\$ 1.25
			OVER 9,000	\$ 1.00
64	Remove And Dispose Yellow, White, Green Methyl Methacrylate (MMA) Pavement Marking	SQFT	1 – 5,000	\$ 2.00
			5,001 – 9,000	\$ 1.50
			OVER 9,000	\$ 1.25
DO NOT TOTAL ALL PRICES				

Note:

1. No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, mobilization and demobilization, export of material, traffic control and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.
2. The quantities listed in the Bid Sheet are supplied only to give an indication of the general scope of work.
3. 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 7-3.5.2 and 7-3.5.3. 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.

4. By signing below, Bidder acknowledges that the Evaluation Quantities above are estimates only, and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

Terms of Extension.

A Contract entered with Bidder may be extended for up to two (2) separate, consecutive periods of one (1) year each at the option of the City. The maximum percentage rate increase for each extension will be as shown below:

- Price increase for the Contract Unit Prices for the first extension period shall be three percent (3%) over the Contract Unit Prices submitted on the bid sheets.
- Price increase for the Contract Unit Prices for the second extension period shall be three percent (3%) over the first extension period prices.

The City does not promise or guarantee that Contractor's services will be called upon at any time or at all.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>9/10/2021</u>
#02	<u>N/A</u>

Addendum:	Date Received:
#03	<u>N/A</u>
#04	<u>N/A</u>

Bidder's Name (Company): Chrisp Company

Signature: 

Print: David L Morris

Title: Executive Vice President

Date: 9/07/2021

Signature: 

Print: Tammie Allison

Title: Secretary

Date: 9/07/2021

SPECIAL PROVISIONS

1000 GENERAL

1000-1 LOCATION AND DESCRIPTION OF WORK

The Work shall consist of furnishing all materials, tools, equipment, traffic control, mobilization, demobilization, and labor required for installing traffic striping, pavement markings, and raised pavement markers on an on-call basis in accordance with the State of California Standard Plans and Specifications, latest revision, MUTCD 2014, revision 4, and these Special Provisions including Appendix A – Caltrans Standard Plans.

Install traffic stripes and pavement markings in paint, thermoplastic or Methyl Methacrylate (MMA), per the detail and at the locations shown on the plan for each Project and in accordance with State of California Standard Specifications, latest edition, Department of Transportation, if provided.

Traffic stripes and pavement markings must be retroreflective.

Thermoplastic: Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

Paint: The paint for traffic stripes and pavement markings must comply with the specifications shown below:

Paint Specifications:

Paint Type	Color	Specification
Waterborne Traffic line	White, yellow, and black	State Spec PTWB-01R2 (see attached Exhibit A)
Acetone-based	White, yellow, and black	State Spec PT-150VOC (A)
Waterborne traffic line for the international symbol of accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E
2 Coat		

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

Colored pavement marking for bicycle lane must comply with the specifications shown below:

Paint Type	Color	Specification
Methyl Methacrylate (MMA) resin system	Green	State Spec AML (Authorized Material List) 2015 SSP 84-2
Abrasion-resistant; anti-skid surfacing		
Application thickness: 25 to 60-mils, Mix ratio 98:2		
2 Coat		
Surface preparation and application per manufacturer's specifications		

All Work necessary to establish satisfactory lines for stripes and all layout Work required for pavement markings (surface cleaning, applying primer coat, etc.) shall be performed by the Contractor. Cost for these activities shall be included in the unit cost of each item.

Prior to removal of existing pavement striping, Contractor shall inventory all existing striping. One (1) copy of the inventory shall be provided to the City Inspector prior to the start of Work.

Removal, handling, and disposal of yellow methyl methacrylate (MMC), yellow thermoplastic and yellow painted traffic stripe and pavement marking shall be performed in accordance with Section 14-11.12 of SSS, excluding paragraph 3.

Removal of all other methyl methacrylate (MMC), thermoplastic and painted stripe and pavement marking shall be accomplished using the grinding method. Grinding shall be smooth so as to not cut deep grooves in existing pavement and shall remove at least 98% of existing paint and/or thermoplastic markings. A coat of asphalt slurry shall be applied to ground pavement that is six months old or newer.

Removal of traffic stripes and pavement markings on Caltrans right of way shall be accomplished using wet sand blasting or Caltrans approved method.

Cat tracking shall consist of stretching a rope to make a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall not be more than 3 inches in width and not more than 5 feet apart on curves or 10 feet apart on tangents.

Dribble lines shall consist of marking the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment.

Paint for cat tracks and dribble lines shall be the same color as the traffic stripe for which the markings are placed.

Laser guidance equipment shall be capable of maintaining the alignment of traffic stripes with an accuracy equivalent to, or better than, that obtainable through use of cat tracking or dribble lines, as determined by the City Engineer.

All cat tracking for all striping (lane lines, limit lines, crosswalks, and pavement markings) shall be reviewed and approved by the City Engineer prior to installing the final striping.

Colored Pavement for Bicycle Lanes: Green colored pavement is approved for use in bicycle lanes in accordance with **MUTCD Interim Approval 14 (IA-14)**, only to enhance the conspicuity of where bicyclists are required to operate, and areas of the bicycle lane where bicyclists and other roadway traffic might have potentially conflicting weaving or crossing movements.

The pattern of the green colored pavement may be in a manner matching the pattern of Caltrans Detail 39A; filling in only the areas directly between a pair of dotted line segments.

1000-2 PROTECTION

Newly painted / thermoplastic traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the material is thoroughly dry and able to be driven on without causing damage to the Work.

1000-3 DEFINITIONS

Traffic Stripe: Longitudinal centerline or lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is shown as a traffic line.

Pavement Marking: Transverse marking such as (1) a limit line, a stop line, and yield lines (2) a crosswalk, (3) a word, an arrow, a legend or symbol, a numeral, shoulder, parking stall, or railroad-grade-crossing marking.

1000-4 MEASUREMENT AND PAYMENT

Payment for performing the Work shall be made on the unit cost basis per the Cost of Services Schedule.

The unit cost for all activities described in the Cost of Services Schedule shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, demobilization, traffic control and all incidentals including all stencils and street marking legend cutouts to complete all the activities involved with the delivery of these services, and no additional payment will be made therefore.

Prior to starting Work, all Work will be pre-approved by a Task Order issued by the Project Manager specifying the total quantity of each item comprising the Work. Within two (2) Working Days of receiving the Task Order, Contractor must submit a schedule to the Project Manager. The schedule must include a Work start date within thirty (30) days of issuance of the Task Order, and Work must be completed within sixty (60) Calendar Days of issuance of the Task Order. A separate invoice is required for each Task Order issued pursuant to the Contract. When billing, the Contractor shall use the appropriate unit costs pursuant to the Contract, multiplied by the total quantities specified in the Task Order. For example, if the Task Order specifies installing 6,000 sf of thermoplastic pavement markings, the unit cost billed for that item shall be as stated in the Contract's 5,001 to 9,000 SF quantity range for thermoplastic pavement

markings. Additionally, when Work is billed in progress payments, the unit cost for each item billed on each invoice shall reflect the unit cost for the total quantity of that item as specified in the Task Order, rather than using the unit cost of work completed to date.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless approved by the Project Manager and included in the Task Order.

1000-5 SPECIFICATIONS FOR TRAFFIC CONTROL, PUBLIC CONVENIENCE, & SAFETY

The Contractor shall provide for the protection of the public all necessary barricades, traffic cones, warning signs, flagmen, lights, and other safety devices in accordance with State of California Standard Specifications, latest edition, Department of Transportation and the current requirements set forth in the Manual of Traffic Controls for Construction and Maintenance Work Zones, May 19, 2004 published by the Department of Transportation, State of California. Traffic control plans must be approved by City prior to beginning construction.

Approach speed of public traffic (Posted Limit Miles Per Hour)	Work Areas
Over 45	Within 6 feet of the traffic lane but not on a traffic lane.
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the City Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

The Contractor shall furnish the Oxnard Police Department with the written names and phone numbers of personnel to be contacted after hours for hazardous conditions to traffic that may require additional protective measures. Failure to respond to reasonable request for additional nighttime protection to traffic will result in the City causing the Work to be performed by others and costs withheld from moneys due. All traffic control devices shall meet the standards and be placed in accordance with the California State Manual of Traffic Controls for Construction and Maintenance Work Zones.

Traffic control devices not placed in accordance with approved plans shall be cause to stop construction by a City Inspector. All warning devices used during hours of darkness shall be reflectorized. All damaged traffic control devices shall be replaced in kind or better at the Contractor's expense.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.12

DATE: November 16, 2021

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Purchase Order with PB Loader Corporation for Two New Asphalt Patch Truck Purchases for Streets Division.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Purchase Order with PB Loader Corporation in the amount not to exceed \$496,346 for the purchase of two (2) new Asphalt Patch Trucks for the Street Maintenance Division.
(Public Works and Transportation Committee approved 3-0.)

BACKGROUND

The City of Oxnard's Street Maintenance Division preserves and provides routine maintenance of 1,036 lane miles of road, 650 miles of sidewalks and 60 miles of alleys. This includes asphalt pavement, potholing, repainting and installation of pavement markings, street signs, sidewalks, curbs & gutters, traffic signals, street lighting and beach road & access ways maintenance.

The City's roads, alleys, and public parking lots require annual maintenance and periodically require emergency infrastructure repairs that require hot asphalt. For routine maintenance and infrastructure repairs, the use of an all-in-one asphalt patch truck is the best practice to improve productivity and efficiency.

DISCUSSION

Restoring a proper street paving cycle and the repairing of alleys is part of the City Council's 5-Year Priorities under the Infrastructure and Natural Resources category. The purchase of two (2) asphalt patch trucks will help supplement the annual capital budget of \$14.6 million of Measure E funds for street paving cycle and alley repairs by providing the proper equipment for road and alley maintenance.

These asphalt patch trucks are the ideal equipment used for day-to-day pothole repairs. Pothole patch trucks are all-in-one vehicles that carry; hot asphalt, tack oil, compressed air, a jackhammer, vibratory plate, and a bin used for storing discarded street material. The patch trucks will be dedicated to strictly concentrate on citywide potholes and asphalt repairs on a daily basis.

The City, under the current Purchasing Policy, participates in the cooperative procurement program "Sourcewell." Under this program, the City is a Sourcewell member and is able to benefit from discounts on vehicles under PB Loader manufacturer contract #052417-PBL. Due to Covid-19, the lead time for the delivery of these vehicles range from 12-15 months from the date of order.

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 these vehicles with PB Loader Corporation is \$496,346 which includes the purchase, taxes and freight. This purchase will be funded from available appropriations in the Streets Division from the General Fund (101-5704-803.86-06) utilizing Measure E funds.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 26, 2021 to approve the staff recommendation and to forward the item for Council approval. The total number of centerline miles has been updated to reflect 445 instead of 453.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. PO 8385 PB LOADER
2. PB Loader Quote



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

**PURCHASE
ORDER NO.
008385**

DATE: 10/28/2021

VENDOR PHONE: (559)277-7370
VENDOR FAX: (559)277-7385
VENDOR #: 22851
VENDOR ADDRESS: PB LOADER CORPORATION
5778 WEST BARSTOW AVE.
FRESNO, CA 93722-5024

SHIP TO: STREET MAINTENANCE
1060 PACIFIC AVE, BLDG 3
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2023		0000005744	10/05/2021	EDD AGUILAR	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		10157048038606		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	4 YD PATCH TRUCKS				
	496,346.00			1.0000	496,346.00
	/ DL				

Sourcewell Agreement 052417-PBL
Delivery of Trucks in FY 23
MAGGINI & SONS TRUCKING LLC W/DLVR TRUCKS BTC#
23 00128737 EXP 09/30/22*AM
PENDING SUBMISSION OF ADMIN BA 8134 TO 8606 \$412K
CIVIC CLERK #2021-1522, PWTC 10.26.21
VPF APPROVED 10.28.21

TOTAL PURCHASE AMOUNT	\$496,346.00
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In order to receive payment, email all invoices to:
invoices@oxnard.org

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

AUTHORIZED SIGNATURE. _____

ee to the attached terms and conditions of the City of Oxnard

Page 1 of 3

PURCHASE ORDER

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

**PURCHASE
ORDER NO.
008385**

DATE: 10/28/2021

VENDOR PHONE: (559)277-7370

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06/30/2023		0000005744	10/05/2021	EDD AGUILAR	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		10157048038606		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

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.
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ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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 - 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.



**QUOTATION
NO. 11048R**

CITY OF OXNARD
300 W. 3RD STREET UPPER 202
OXNARD, CA 93030-5729
SOURCEWELL MEMBER ID NO. 25781

DATE: 9/29/2021
 TERMS: NET 30
 F.O.B: OXNARD
 MFG PRODUCT: SEE BELOW
 INSTALL: SEE BELOW

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		<u>PB LOADER CONTRACT NO. 052417-PBL</u> <u>SOURCEWELL CONTRACT - LISTED PRICES</u>		
1	51619-00	<u>PATCHER BOX & ACCESSORIES</u> MODEL BC-4 (4 CUBIC YARD CAPACITY) ABOVE MODEL EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, KEVLAR CHAIN CONVEYOR, HAND TORCH, SHOVEL APRON, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK		\$82,174.00
1	5999-00	LOCKABLE SIDE TOOL BASKET		\$1,793.00
1	50555-00	LPG TANK 35 GAL W/ BRACKETS - IN LIEU OF 25GAL.		\$1,534.00
1	50630-01	ELECTRIC HEATING SYSTEM - 220V - 6KW		\$3,028.00
1	7065-00	25' POWER CABLE 220 VOLT		\$555.00
1	5978-00	AIR BLOW GUN W/ 25' HOSE		\$1,671.00
1	50635-00	CAB CONTROLS (TOP LIDS)		\$660.00
1	7000-36	TOOL BOX 36"		\$1,002.00
1	50553-00	PIVOTAL ASPHALT CHUTE		\$1,223.00
1	50150-00	SPOILS BIN 18"		\$2,766.00
1	50200-00	CAB GUARD W/ PB LOGO AND PERFORATED WINDOW		\$1,268.00
2	2001-10	STAINLESS-STEEL SPRING TOOL HOLDER - ONE (1) FOR TOOL, ONE (1) FOR LUTE	\$135.00	\$270.00
1	MODS-51	20" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS		\$3,272.00
1	8920-10	BODY UNDERSEAL		\$1,892.00
1	7302-00	FRAME MNT CONE HOLDER (MALE)		\$321.00
1	50560-00	SOLVENT PUMP & WAND		\$1,379.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR SOLVENT		\$477.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR TORCH		\$477.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR AIR		\$477.00
		<u>HYDRAULIC TOOL CIRCUIT & EQUIPMENT OR AIR COMPRESSOR & EQUIPMENT</u>		
1	50480-00	HYDRAULIC TOOL CIRCUIT		\$2,788.00
1	7024-01	LOCKABLE HAMMER HANGER		\$333.00
1	7020-11	HYDRAULIC HAMMER BR-67 W/ ASPHALT CUTTER AND TAMPER PAD		\$4,078.00
1	5399-00	HOSE REEL - DUAL 1/2" X 25' FOR HYD HAMMER		\$1,525.00
		<u>COMPACTOR LIFT & ACCESSORIES</u>		
1	130-08	8 GAL POLY WATER TANK W/ 10' HOSE & SPIGOT		\$376.00
1	50640-00	COMPACTOR LIFT PLATFORM - HYDRAULIC		\$3,126.00
1	7100-31	COMPACTOR PLATE - WACKER WP1550AW HONDA		\$3,022.00
		<u>LIGHTS & SAFETY EQUIPMENT</u>		
2	695-058	WHELEN 500 SERIES STROBE (LED)	\$450.00	\$900.00
2	695-058V	WHELEN 500V LED 5V3A	\$803.00	\$1,606.00
2	695-240	WHELEN LED MICRONS MCRNSA	\$573.00	\$1,146.00
2	MODS-23	WHELEN MODEL L31HAF STROBE W/L360BGB BRANCH GUARD	\$1,704.00	\$3,408.00
1	MODS-37	ECCO EC7003-K BACKUP CAMERA SYSTEM (MONITOR W/ SOUND + 1 CAM)		\$1,447.00
1	7807-00	WHELEN TA45B72 (LED) 72" WIDE TRAFFIC ADVISOR W/ TACTL5 CTRL		\$2,988.00
1	7999-40	TRIANGLE KIT		\$44.00
1	7999-10	FIRE EXTINGUISHER 5#		\$251.00
		<u>EMULSION SYSTEM & ACCESSORIES</u>		
1	BH-100-15	PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 15 GAL. SOLVENT TANK, 85 GAL. EMULSION, WAND WITH 25' HOSE , AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK		\$12,150.00
1	6024-00	THERMOMETER 0-300		\$224.00
1	5438-00	HOSE REEL - 1/2" X 25' FOR EMULSION		\$518.00
		<u>CHASSIS</u>		
1	FRTLNR-04	2022 FREIGHTLINER M2 106 W/ CUM L9 300HP, ALLISON 3500 RDS AUTOMATIC TRANSMISSION W/ PTO PROVISION, 12,000 LB FRONT LEAF SPRING AXLE, 23,000 REAR LEAF SPRING AXLE 50 GAL ALUMINUM FUEL TANK, STEEL WHEELS, CAB PAINTED WHITE.		\$83,046.00
		SUB TOTAL:		\$229,215.00
		3% SOURCEWELL DISCOUNT:		(\$6,876.00)
		NON-LISTED CHASSIS		
1	2023 MY	ADD TO UPGRADE ABOVE CHASSIS TO 2023 FREIGHTLINER		\$3,357.00
		SUBTOTAL:		\$225,696.00
		SALES TAX (9.25%):		\$20,877.00
		FREIGHT:		\$1,600.00
		TOTAL WITH FREIGHT AND TAX FOR ONE (1) UNIT:		\$248,173.00
		TOTAL WITH FREIGHT AND TAX FOR TWO (2) UNITS:		\$496,346.00
		NOTES:		
		1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECIEPT OF CHASSIS AND BODY.		
		2. CHASSIS REQUIRES 138" CAB TO AXLE.		
		3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER		
		Delivery times are approximate.		

PB Loader Corporation
5778 W. Barstow • Fresno, California 93722-5024 • Telephone (559) 277-7370 • Fax (559) 277-7375
Toll free 800-350-8521 • Web www.pbloader.com



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.13

DATE: November 16, 2021

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Purchase Order with Quinn Company for Heavy Equipment for the Water Division.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Purchase Order with Quinn Company in the amount not to exceed \$407,128.75 for heavy equipment for the Water Division.
(Public Works and Transportation Committee approved 3-0.)

BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable water and recycled water. The Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to customers. The City's water system includes: 10 water wells, five (5) turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one (1) turnout from the Calleguas Municipal Water District's water system, one (1) desalter facility, six (6) blending stations, and over 500 miles of water mains and 10 miles of recycled water mains.

The City's transmission and distribution pipelines periodically require emergency infrastructure repairs and the completion of maintenance services. During emergency infrastructure repairs or maintenance services, the use of heavy equipment such as a backhoe, front loader or skid steer is imperative.

DISCUSSION

On December 14, 2011, the California Air Resources Board approved amendments to the Off-Road Regulation that covers diesel-powered air pollution from heavy equipment. The regulation allowed a calculation of the age of a fleet to determine when an existing diesel-powered equipment is to be replaced with newer equipment that has stricter emission control. This allowed heavy equipment owners some time to meet compliance. As a result of this regulation, the City's Fleet Division notified the Water Division that the following heavy equipment is not in compliance with the State's amended standards:

1. 1988 Massey-Ferguson Backhoe
2. 2006 John Deere Front Loader
3. 2005 John Deere Skid Steer

Water Division staff evaluated the critical needs of heavy equipment for the current operations. After extensive discussions and research, it was decided to propose the purchase of the following Caterpillar equipment from Quinn Company: two (2) backhoes and one (1) skid steer. Cost-savings and operational efficiencies were the main reasons for replacing the 2006 John Deere Front Loader with a second backhoe. Additionally, it was determined that a second backhoe will be more efficient and provide more benefits than the previously used front loader. A front loader only serves a single purpose to load material and will not be able to be transported with the division's current equipment, while a

backhoe will be slightly smaller and less expensive than a front loader. Furthermore, a backhoe has more functionality for field repairs and services such as loading and unloading material which provides the ability to use the equipment onsite and in the field, thus creating more efficiency.

The City, under the current Purchasing Policy, participates in the cooperative procurement program “Sourcewell”. Under this program, the City is a Sourcewell Member and is able to benefit from discounts on heavy equipment under Caterpillar manufacturer contract #032119-CAT. Caterpillar is a global corporation that assigns authorized resellers by territory and Quinn Company is the local area provider. The estimated lead time for delivery of these units is three (3) months.

The following is a breakdown of the costs per unit type with Sourcewell pricing:

Heavy Equipment	Quantity	Manufacturer	Total Cost
Backhoe	2	Caterpillar, Inc.	\$300,388.42
Skid Steer	1	Caterpillar, Inc.	\$106,740.33
Total			\$407,128.75

Quinn company meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

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 heavy equipment purchase with Quinn Company is \$407,128.75. The cost will be funded from available appropriations in the Water Operating Fund 601 (601-6002-891-8606).

COMMITTEE OUTCOME

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

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. PO 8386 QUINN
2. Quinn Quotes



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

**PURCHASE
ORDER NO.
008386**

DATE: 10/28/2021

VENDOR PHONE: (406)396-5222
VENDOR FAX: () -
VENDOR #: 7840
VENDOR ADDRESS: QUINN COMPANY
P.O. BOX 849665
LOS ANGELES, CA 90084-9665
SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2022		0000005745	10/05/2021	BRETT BAISDEN	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160028918606		ERIC HERNANDEZ	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	420 07A BACKHOE LOADER				
	160,751.55			1.0000	160,751.55
	/ DL				
2	420 07A BACKHOE LOADER				
	139,636.87			1.0000	139,636.87
	/ DL				
3	SKID STEER LOADER				
	106,740.33			1.0000	106,740.33
	/ DL				

Sourcewell Agreement 032119-CAT
PWTC 10/26 Civic Clerk item # 2021-1527
22 00016057 EXP 12/31/21*AM

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

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ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

VPF APPROVED 10.28.21

TOTAL PURCHASE AMOUNT	\$407,128.75
------------------------------	---------------------

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

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

AUTHORIZED SIGNATURE. _____

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
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150712-02

August 5, 2021

CITY OF OXNARD FLEET DEPT
ATTN ACCOUNTS PAYABLE
1060 PACIFIC AVE
OXNARD, California 93030-7337

Attention: Armando Luna

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

STOCK NUMBER: NS0016368

SERIAL NUMBER: 0H8T

YEAR:

SMU:

Source well ID #032119-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid till 11/30/21, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jaime Llamas
Machine Sales Representative
(805) 856-8926

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Pilot operated backhoe and -electro hydraulic stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, - and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & - interlock -- Differential lock -- Torque converter -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial

piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

ELECTRICAL -- 12 volt electrical start -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -- Diagnostic ports for engine and - machine Electronic Control Modules

OPERATOR ENVIRONMENT -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat -

FLUIDS -- Antifreeze - Extended Life Coolant --20F (-30C)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992	\$163,072.69
LANE 2 ORDER	0P-9002	\$0.00
STICK, EXTENDABLE, 14FT	543-4284	\$0.00
PT, 4WD/2WS, POWERSHIFT	544-1066	\$0.00
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540	\$0.00
HYDRAULICS, MP, 6FCN/8BNK, ST	542-7774	\$0.00
CANOPY, BASE	544-0877	\$0.00
DISPLAY, STANDARD	545-5047	\$0.00
WORKLIGHTS (8) LED LAMPS	491-6736	\$0.00
SEAT, VINYL	573-4522	\$0.00
SEAT BELT, 3" SUSPENSION	206-1748	\$0.00
COUNTERWEIGHT, 1015 LBS	337-9696	\$0.00
TIRES, 340 80-18/500 70-24, MX	533-0488	\$0.00
STABILIZER PADS, FLIP-OVER	9R-6007	\$0.00
BUCKET-MP, 1.4 YD3, PO	337-7442	\$0.00
LOADER BUCKET PINS	545-8548	\$0.00
CUTTING EDGE, TWO PIECE,WIDE	9R-5320	\$0.00
COUPLER, PG, MAN.D.LOCK, BHL	444-7500	\$0.00
BUCKET-HD, 24", 6.2 FT3	219-3387	\$0.00
INSTRUCTIONS, ANSI	559-0872	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
RIDE CONTROL	551-6453	\$0.00
LINES, COMBINED AUX, E-STICK	548-1231	\$0.00
FAN, STANDARD CAB/ CANOPY	454-6610	\$0.00
PRODUCT LINK, CELLULAR, PLE643	560-6797	\$0.00
GUARD, STABILIZER	353-1389	\$0.00
PLATE GROUP - BOOM WEAR	423-7607	\$0.00
COUPLING,QD,THREADED WITH CAPS	456-3390	\$0.00
LINES,HYD CPLR 14FT EXT PILOT	555-2396	\$0.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
SHIPPING/STORAGE PROTECTION	461-6839	\$0.00
RUST PREVENTATIVE APPLICATOR	462-1033	\$0.00
COUPLER, PG, HYD.D.LOCK,BHL	485-5303	\$0.00

BUCKET-HD, 12", 2.8 FT3	219-3411	\$0.00
BUCKET-HD, 18", 4.2 FT3	219-3386	\$0.00
BUCKET-HD, 36", 10.3 FT3	219-3389	\$0.00
HAMMER, H80S	561-2553	\$18,631.20
BRACKET, BL, 45-50MM, XL	564-9842	\$0.00
LINES, H80-H95, BHL-F	399-6962	\$0.00

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE
 Extended Coverage: 36 MO/3000 HR PREMIER
 CSA 36 MO / 1,500 HOURS PARTS ONLY (CFAS NAT'L OFFER)

SELL PRICE	\$181,703.89
EXT WARRANTY	Included
CSA	Included
SOURCE WELL MACHINE 22% DISCOUNT	(\$39,974.85)
MACHINE PREP/ DELIVERY	\$2,600.00
ADDED 36 MO/3000 HR PREMIER WARRANTY	\$2,805.56
NET BALANCE DUE	\$147,134.60
TIRE FEE	\$7.00
SALES TAX (9.25%)	\$13,609.95
AFTER TAX BALANCE	\$160,751.55

F.O.B/TERMS:
 Lead Time TBD

Accepted by _____ on _____

 Signature



150714-01

August 5, 2021

CITY OF OXNARD FLEET DEPT
ATTN ACCOUNTS PAYABLE
1060 PACIFIC AVE
OXNARD, California 93030-7337

Attention: Armando Luna

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

STOCK NUMBER: NS0016367

SERIAL NUMBER: 0H8T

YEAR:

SMU:

Source well ID #032119-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid till 11/30/21, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jaime Llamas
Machine Sales Representative
(805) 856-8926

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Pilot operated backhoe and -electro hydraulic stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, - and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & - interlock -- Differential lock -- Torque converter -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial

piston -pump – 6 micron hydraulic filter – Caterpillar XT-3 hose – Hydraulic oil cooler – Pilot control shutoff switch – Flow-sharing hydraulic valves – Hydraulic suction strainer -

ELECTRICAL – 12 volt electrical start – Horn, front and rear – Backup alarm – Hazard flashers/turn signals – Halogen head lights (2) – Halogen rear flood lights (2) – Stop and tail lights – Audible system fault alarm – Key start/stop system – 850 CCA maintenance free battery – Battery disconnect switch – External Power Receptacle (12v) – Diagnostic ports for engine and - machine Electronic Control Modules

OPERATOR ENVIRONMENT – Interior rearview mirror – ROPS canopy, Rear Fenders – 2-inch (50mm) retractable seat belt – Tilt steering column – Steering knob – Hand and foot throttle – Automatic Engine Speed Control – One Touch Low Idle – Floor mat and Coat Strap – Lockable storage area – Air suspension seat -

FLUIDS – Antifreeze - Extended Life Coolant –20F (-30C)

OTHER STANDARD EQUIPMENT – Standard Storage Box – Transport tie-down points – Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid – Rubber impact strips on radiator -guard – CD-ROM Parts Manual – Safety Manual – Operations and Maintenance Manual – Lockable hood – Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992
LANE 2 ORDER	0P-9002
STICK, EXTENDABLE, 14FT	543-4284
PT, 4WD/2WS, POWERSHIFT	544-1066
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540
HYDRAULICS, MP, 6FCN/8BNK, ST	542-7774
CANOPY, BASE	544-0877
DISPLAY, STANDARD	545-5047
WORKLIGHTS (8) LED LAMPS	491-6736
SEAT, VINYL	573-4522
SEAT BELT, 3" SUSPENSION	206-1748
COUNTERWEIGHT, 1015 LBS	337-9696
TIRES, 340 80-18/500 70-24, MX	533-0488
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-MP, 1.4 YD3, PO	337-7442
LOADER BUCKET PINS	545-8548
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
COUPLER, PG, MAN.D.LOCK, BHL	444-7500
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RIDE CONTROL	551-6453
LINES, COMBINED AUX, E-STICK	548-1231
FAN, STANDARD CAB/ CANOPY	454-6610
PRODUCT LINK, CELLULAR, PLE643	560-6797
GUARD, STABILIZER	353-1389
PLATE GROUP - BOOM WEAR	423-7607
COUPLING,QD,THREADED WITH CAPS	456-3390
LINES,HYD CPLR 14FT EXT PILOT	555-2396
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
COUPLER, PG, HYD.D.LOCK,BHL	485-5303

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE
Extended Coverage: 36 MO/3000 HR PREMIER
CSA 36 MO / 1,500 HOURS PARTS ONLY (CFAS NAT'L OFFER)

SELL PRICE	\$156,925.76
EXT WARRANTY	Included
CSA	Included
SOURCE WELL MACHINE 22% DISCOUNT	(\$34,523.66)
MACHINE PREP/ DELIVERY	\$2,600.00
ADDED 36 MO/3000 HR PREMIER WARRANTY	\$2,805.56
NET BALANCE DUE	\$127,807.66
TIRE FEE	\$7.00
SALES TAX (9.25%)	\$11,822.21
AFTER TAX BALANCE	\$139,636.87

F.O.B/TERMS:

Lead Time TBD

Accepted by _____ on _____

Signature



150717-02

August 5, 2021

CITY OF OXNARD FLEET DEPT
ATTN ACCOUNTS PAYABLE
1060 PACIFIC AVE
OXNARD, California 93030-7337

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.

STOCK NUMBER: NS0016188 **SERIAL NUMBER:** 0ZB203788 **YEAR:** **SMU:**

Source well ID #032119-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid till 11/30/21, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jaime Llamas
Machine Sales Representative
(805) 856-8926

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.3B diesel engine --Gross horsepower per SAE J1349 -74.3 hp (55.4 kW) @ 2400 RPM --Electric fuel priming pump --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission -Four wheel chain drive -

HYDRAULICS -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control

ELECTRICAL -12 volt electrical system -80 ampere alternator -Ignition key start/stop/aux switch -Lights: --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised/operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: fuel level and hour meter -Storage compartment with netting -Ergonomic contoured armrest -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, open, tilt up -Anti-theft security system w/6-button -keypad -FOPS, level I -Top and rear windows -Floormat -Interior rear view mirror -USB charging port -Horn -Hand (dial) throttle, electronic -

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Rear bumper, welded

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split D-ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

MACHINE SPECIFICATIONS

262D3 SSL DCA6A	588-9186	\$79,839.14
262D3 SKID STEER LOADER	512-4262	\$0.00
CAB PACKAGE, ULTRA	588-9091	\$0.00
RIDE CONTROL	556-5899	\$0.00
BATTERY,EXTRA HD,DISC,1000 CCA	568-5603	\$0.00
REAR LIGHTS	356-6082	\$0.00
DOOR, CAB, POLYCARBONATE	539-8061	\$0.00
SEAT BELT, 2"	542-6994	\$0.00
PRODUCT LINK, CELLULAR PL243	566-7115	\$0.00
CERTIFICATION ARR, P65	563-1163	\$0.00
HEATER, ENGINE COOLANT, 120V	345-3556	\$0.00
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148	\$0.00
LANE 2 ORDER	0P-9002	\$0.00
TIRES, 12X16.5 CAT 14PR XD	252-0347	\$0.00
INSTRUCTIONS, ANSI, USA	512-3741	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
FILM, SELF LEVEL, ANSI	435-9238	\$0.00
FILM, RIDE CONTROL, ANSI	422-3445	\$0.00
SHIPPING/STORAGE PROTECTION	0P-2266	\$0.00
PACK, DOMESTIC TRUCK	0P-0210	\$0.00
COLD PLANER, PC306, 42GAL TANK	529-5791	\$25,360.65
HAMMER, H65S	561-2552	\$13,403.25
BRACKET, SSL, MD-LG	532-9250	\$0.00
LINES, H55-H65, SSL	269-7271	\$0.00
BUCKET-GP, 80", BOCE	279-5377	\$0.00

WARRANTY & COVERAGE

Standard Warranty:	24 MONTHS / 2,000 HOURS FULL MACHINE
Extended Coverage:	36 MO/3000 HR PREMIER
CSA	36 MO / 1,500 HOURS PARTS ONLY (CFAS NAT'L OFFER)

SELL PRICE

\$118,603.04

EXT WARRANTY	Included
CSA	Included
SOURCE WELL MACHINE DISCOUNT 21%	(\$24,906.63)
MACHINE DELIVERY AND PREP	\$2,000.00
ADDED 36 MO/3000 HR PREMIER WARRANTY	\$2,000.00
NET BALANCE DUE	\$97,696.41
TIRE FEE	\$7.00
SALES TAX (9.25%)	\$9,036.92
AFTER TAX BALANCE	\$106,740.33

F.O.B/TERMS:

ADDITIONAL CONSIDERATIONS

- Lead Time TBD

Accepted by _____ on _____

Signature



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. M.1

DATE: November 16, 2021

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2020-21. (0/10/10)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments regarding the Consolidated Annual Performance and Evaluation Report for Fiscal Year 2020-21 to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development; and
2. Review and file the City of Oxnard's Consolidated Annual Performance and Evaluation Report for FY 2020-21.

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

BACKGROUND

Jurisdictions receiving Community Planning and Development formula grant funds from the United States Department of Housing and Urban Development are required to prepare and submit a Consolidated Annual Performance and Evaluation Report no later than ninety days after the end of the fiscal year. The CAPER is regularly reviewed and submitted by the end of September; however, due to staffing transitions this year it will be submitted late. HUD is aware of the late submission. The final CAPER will be submitted to the United States Department of Housing and Urban Development shortly after November 16, 2021.

The Consolidated Annual Performance and Evaluation Report provides annual performance reporting on City of Oxnard outputs and outcomes that enable an assessment of performance in achieving the housing stability outcome measure. The CAPER, in conjunction with the Integrated Disbursement Information System, fulfills statutory and regulatory program reporting requirements and provides the City of Oxnard and HUD with the necessary information to assess the overall program performance and accomplishments against planned goals and objectives.

The Consolidated Annual Performance and Evaluation Report for Fiscal Year 2020-2021 contains narratives of performance results, and reports on expenditures generated by the Integrated Disbursement and Information System, which documents program accomplishments and beneficiaries related to the goals and objectives identified in the Consolidated Plan and Annual Action Plan. The Consolidated Annual Performance and Evaluation Report provides information during the reporting period as follows:

1. Description of the City's progress in attaining and meeting its goals of providing affordable housing, and of reducing and ending homelessness;
2. Description of race and ethnicity of Oxnard families and persons assisted as a basis for compliance with non-

discrimination requirements;

3. Description of actions taken in the program year for the public housing needs, the involvement of residents in management and homeownership participation;
4. Description of the standards and procedures in place for monitoring to ensure the long-term compliance of the involved programs;
5. Description of any changes in the Community Development Block Grant objectives;
6. Report on the Emergency Solutions Grant financial data, and its accomplishments in helping the homeless population.
7. Report on the CARES Act CDGB-CV and ESG-CV financial data and its accomplishment to prevent, prepare for, and respond to Coronavirus.

DISCUSSION

This report provides a complete accounting of the use of grant funding and an assessment of how the accomplishments meet the goals established in the current Consolidated Plan and Annual Action Plan. For the fiscal year ending on June 30, 2021, the City of Oxnard's Annual HUD entitlement grant allocations were \$2,573,996 for Community Development Block Grant funding, \$775,947 in HOME Investment Partnerships Act funding, and \$221,083 in HEARTH Emergency Solutions Grant funds. In addition, the City of Oxnard received a Coronavirus Aid, Relief, and Economic Security (CARES) Act allocation of \$3,088,367 for Community Development Block Grant (CDBG-CV) CARES Act funds and a \$5,255,005 Emergency Solutions Grant funds (ESG-CV) CARES Act funds allocation to prevent, prepare for, and respond to Coronavirus. The City of Oxnard also received an allocation of HOME program dollars of \$2,356,217 from the American Rescue Plan Act in 2021. The funds are committed to programs and projects that will continue to draw down the fund balance.

Summary by Fund Type

Type	6/1/2020 Balance	2020 Grant	Program Income	Total Resources	Est. Expenditure	6/30/21 Balance
HESG	\$120,593	\$221,083	NA	\$341,676	\$208,540	\$133,136
HOME	\$2,470,064	\$775,947	\$288,495	\$288,495	\$257,064	\$3,534,506
CDBG	\$2,217,247	\$2,573,996	\$53,321	\$4,844,564	\$2,442,410	\$2,402,153
CARES CDBG	NA	\$3,088,367	NA	\$3,088,367	\$744,458.70	\$2,343,908

CARES ESG	NA	\$5,255,005	NA	\$5,255,005	\$1,255,967	\$3,999,038
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The CAPER reports the year closing with a total of 23 CDBG projects funded and 139,670 residents served. The report also includes the year closing with 5 ESG projects and 173 residents served. Additionally, \$1,000,000 of HOME funds were conditionally committed to Cabrillo's Etting Road residential development. The projects within the CARES Act funds have been awarded and remain open during the 2020-2021 program year and will be reported in the following year.

The Notice of Public Comment Period and Availability of the Program Year 2020 Draft Consolidated Annual Performance and Evaluation Report was published in the VIDA newspaper on October 28, 2021, and the comment period is open for at least fifteen days, as required by the City's Citizen Participation Plan (Attachment 2).

The draft of the Consolidated Annual Performance and Evaluation Report is available for public review at the following website: <https://www.oxnard.org/city-department/housing/grants-management>.

STRATEGIC PRIORITIES

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

This agenda item supports 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.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Oxnard Citizen Participation Plan & CARES Act Addendum October 6 2020
2. CAPER PRESENTATION

City of Oxnard

Citizen Participation Plan

Amended July 10, 2018

CARES Act Addendum October 6, 2020

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030

E-mail Address: grantsmanagement@oxnard.org



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Introduction

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. The City of Oxnard originally adopted its Citizen Participation Plan on October 18, 1994. On July 25, 2000 the original document was amended. This amended Citizen Participation Plan will incorporate provisions to comply with 24 CFR 91.105.

Purpose of the Citizen Participation Plan (CPP)

The Citizen Participation Plan sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans and the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).

The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The 2018 amendment to the Citizen Participation Plan is substantial.

Encouragement of Citizen Participation

A key component of the Citizen Participation Plan is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used.

The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

Consolidated Plan and Annual Action Plan Preparation

The Citizen Participation Plan addresses the preparation cycles for the Oxnard Consolidated Plans and Annual Action Plans.

The U.S. Department of Housing and Urban Development (HUD) requires a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year consolidated plan and annual action plan.

The consolidated plan is a program and funding implementation plan combined in one document that states the City of Oxnard's goals and objectives for housing and community planning and development. In addition, a community must have a consolidated plan approved by HUD before receiving funds under the formula grant programs; Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA).

The consolidated plan is typically a five-year strategic plan to address unmet public service and housing needs of low-income persons and families within the City. For each of the five years, an annual action plan is developed in preparation for the subsequent grant year which identifies specific activities, goals and funding allocations.

Environmental Reviews

The City maintains a written record of the environmental review undertaken for every project or program receiving federal funds from HUD. This environmental review record is available for public inspection. Certain projects require publication of specific actions or findings, which include a description of the activity, its location, and identification of any measures required to mitigate potentially significant adverse effects. Public comment periods are included in the review process as prescribed by NEPA and 24 CFR Part 58.

Citizen Participation for Section 108 Loan Guarantee Program

In accordance with Section 108 regulations, Subpart M-Loan Guarantees, 24 CFR 570.704, the City will comply with the following pre-submission and citizen participation requirements before submitting an application for Section 108 loan guarantee assistance to HUD. These requirements will also apply to the submission of an Economic Development Initiative (EDI), and Brownfield Economic Development Initiative (BEDI) application.

- The City will develop a proposed application to include the community development objectives and activities the City proposes to pursue and carry out with the Section 108 funds. Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).
- The City will also publish a public notice which will include its proposed application so as to give affected citizens an opportunity to examine the application's contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.
- A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity's location so that citizens can determine the degree to which they will be affected. Citizens will have up to 30 calendar days and including the day of the public hearing to comment.
- Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk's office.

Assessment of Fair Housing Plan/Analysis of Impediments Revisions and Administrative Updates (AFH/AI)

The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.

The City has determined that an AFH/AI revision is necessary when:

- The material change in circumstances affects the information on which the AFH/AI is based;
- The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.

The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:

- Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.
- Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;
- Advertisement of the availability of the proposed change on the City's website;
- Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or
- Holding meetings with citizens' advisory groups within the area affected by the significant revision.

Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

Access to Meetings for Persons with Disabilities and Non-English Speaking Persons

The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated.

To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to Housing Department, Grants Management Division.

Public Outreach and Access

The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private organizations, community

based organizations, faith based organizations, philanthropic organizations, businesses and developers.

Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.

Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).

Notices of public hearings meetings will be sent to members of the Inter-Neighborhood Council Committee (INCC), the presidents of the public housing tenant advisory councils.

Funding Recommendations

Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:

- Grant funds that will be available or anticipated to be available for the proposed plan (including program income).
- Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.

A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of countywide circulation and the announcement may also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. As a minimum, digital or hard copies of the proposed plan(s) shall be available for public review at the main Oxnard Public Library, City Clerk's Office and the City's Housing Department offices on 435 South D St., Oxnard, CA.

The Consolidated Plan and/or Annual Action Plan and the Activities to be funded shall be made available on the City's Housing Department, Grants Management web page.

The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD.

Written comments can be mailed to Grants Manager, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030 or emailed to grantsmanagement@oxnard.org.

Displacement of Persons

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City will pursue projects which promote affordable housing, i.e., new construction and rehabilitation, which will not dislocate persons or families. (Some temporary relocation may be required for rehabilitation projects). If permanent relocation is necessary (due to the acquisition of an occupied residence planned for major reconstruction or demolition, etc.), the City will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, which establishes types and levels of assistance required depending upon the circumstances. Certification of compliance is included in the City of Oxnard Consolidated Plan.

The City has on file its Residential Anti-displacement and Relocation Assistance Plan as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, which pertains to any activity assisted with funding under the CDBG, ESG or HOME programs.

Public Hearings

The public hearings will be held at City of Oxnard Council Chambers and/or in facilities in or adjacent to low/moderate income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.

The City shall hold a minimum of two public hearings per plan year (fiscal year). The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services.

The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. This meeting is mandatory for all applicants recommended for funding.

An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the

adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.

The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for adoption. The final hearing shall be held in the City Council Chambers.

The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations as appropriate and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer may be prepared in Spanish. The announcement for the public hearings will also be e-mailed, or mailed upon request to the current list of HUD partners, sub-recipients and other interested parties in the City of Oxnard.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Amendments to the Plan

The City shall amend its approved Consolidated Plan and/or Annual Action Plan if:

- A change in its allocation priorities or a change in the method of distribution of funds occurs;
- A decision to carry out an activity using funds not previously described in an action plan covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or
- A change in the purpose, scope, location, or beneficiaries of an activity occurs.

Amendments will be considered substantial changes and require official action if;

- Grant funds are allocated to a new activity for the first time;
- A funding increase in a current activity, or a change in the use of funding from one eligible activity to another, of more than \$100,000 in CDBG or HOME funding, or more \$30,000 in ESG funding; or if,
- A funded activity is cancelled during the program year.

Changes which are less than substantial are changes which represent less than the amounts listed above, and which do not have a significant impact on the project's purpose, scope, location, or beneficiaries. If an activity is not funded in the current year, but is the same or similar to an activity funded in another program year, and the addition is less than amounts above, and there is no significant change in the project (purpose, scope, location, or beneficiaries), it is not considered a substantial change. The authorized City official may approve changes which are less than substantial.

Reallocation of funding among program years is not considered a substantial change.

Program income will be allocated consistent with the Annual Action Plan and with HUD requirements. If program income is greater or less than the approved annual amount it will be cause for an amendment or an increase to funds available in subsequent year.

The City must submit a copy of each amendment to HUD. HUD allows amendments as they occur or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the City authorized to take such action.

Substantial amendments of the Consolidated Plan or Annual Action Plan will require a Public Hearing and City Council approval. Notice of public hearing will be posted on City's Housing Department, Grants Management Division webpage and noticed in a newspaper of general circulation a minimum of 30 days prior to implementation. A public hearing will be held to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption.

Consolidated Annual Performance and Evaluation Report (CAPER)

The City will prepare the CAPER as required at the close of the grant year which shall be made available for public comment for a minimum of 15 days prior to submission to HUD.

Public comments will be considered and responded to as appropriate with a summary of the comments attached to the CAPER for submittal to HUD.

Availability of Documents

The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request.

The Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, will be available for review at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during working hours.

Citizen Participation Coordinator

The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.

The Citizen Participation Coordinator shall make past and present programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request.

Comments and Complaints

The City shall consider all verbal or written comments or views of citizens received at the public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.

A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.

The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.

Written comments, complaints and/or grievances can be submitted to Housing Director, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030.

Contingency Plan in the Event of an Emergency/Disaster

In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to ten calendar days.

Reprogramming of funds in the event of such an emergency will require approval by the City Council when they are in session or ratification of the reallocation when the City of Council is in recess.

CITY OF OXNARD
CITIZEN PARTICIPATION PLAN – Addendum
FOR THE 2020 CARES ACT FUNDS, FLEXIBILITIES AND WAIVERS

A. POLICY STATEMENT

1. This Citizen Participation Plan Addendum specifically addresses the special policies and guidelines in support of addressing the impacts of COVID-19 through the use of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Act (HOME) programs, and the 2020 CARES Act Funds, termed CDBG-CV and ESG-CV.
2. All policies and processes described in the City of Oxnard (hereinafter referred to as “City”) Citizen Participation Plan, amended on July 10, 2018, is applicable to all CDBG, ESG and HOME funding sources unless specified in this Addendum.
3. All policies and processes specified in this Addendum are applicable through the adoption date of this Addendum and will expire upon the date specified for the CARES Act of 2020 funding and waivers, by the United States Department of Housing and Urban Development (HUD) department.

B. DEFINITIONS

1. CARES Act Flexibilities and Waivers – HUD Secretary issued statutory and regulatory waivers/alternative requirements for CDBG-CV, ESG-CV and some CDBG, HOME and ESG funds when necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to coronavirus. Prohibits waivers/alternative requirements related to fair housing, nondiscrimination, labor standards, and the environment. (see Appendix A: CARES ACT HUD Waivers Applicable to Citizen Participation Plan)
2. CDBG-CV – Community Development Block Grant funding specifically allocated for the impacts related to COVID-19
3. ESG-CV – Emergency Solutions Grant funding specifically allocated for the impacts related to COVID-19

C. PLANNING PROCESS FOR CONSOLIDATED PLAN DOCUMENTS

1. Public Review and Comment – Documents (Plans) created for the CARES Act of 2020 funds and waivers will be made available to the public for no less than 5 calendar days. Written comments will be accepted during the public comment period. Summaries of comments will be attached to documents requiring public reviews and input.

D. MEETINGS AND HEARINGS

1. During locally, state, or federally declared Stay-At-Home orders, public meetings may occur virtually and will publicly post meeting dates, times, and instructions in advance of the meetings.

Citizen Participation Plan (CPP) Procedural History

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018
4. CARES Act Addendum approved by City Council on October 6, 2020

Appendix A
CARES ACT
HUD Waivers
Applicable to Citizen Participation Plan

CARES ACT HUD Waivers Applicable to Citizen Participation Plan

CONSOLIDATED PLAN REQUIREMENTS

1. Citizen Participation Public Comment Period for Consolidated Plan Amendment

Requirement:	30-day Public Comment Period.
Citations:	24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401
Explanation:	A CPD grantee may amend an approved consolidated plan in accordance with 24 CFR 91.505. Substantial amendments to the consolidated plan are subject to the citizen participation process in the grantee's citizen participation plan. The citizen participation plan must provide citizens with 30 days to comment on substantial amendments.
Justification:	Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k), 91.115(c)(2) and (i) as specified below, in order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA or ESG funds.
Applicability:	This 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan.

2. Citizen Participation Reasonable Notice and Opportunity to Comment

Requirement:	Reasonable Notice and Opportunity to Comment.
Citations:	24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401
Explanation:	As noted above, the regulations at 24 CFR 91.105 (for local governments) and 91.115 (for States) set forth the citizen participation plan requirements for recipients. For substantial amendments to the consolidated plan, the regulations require the recipient to follow its citizen participation plan to

provide citizens with reasonable notice and opportunity to comment. The citizen participation plan must state how reasonable notice and opportunity to comment will be given.

Justification: HUD recognizes the efforts to contain COVID-19 require limiting public gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of COVID-19. Therefore, HUD waives 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401 as specified below to allow these grantees to determine what constitutes reasonable notice and opportunity to comment given their circumstances.

Applicability: This authority is in effect through the end of the 2020 program year.

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

FISCAL YEAR 2020-2021

Emilio Ramirez, Housing Director

City Council Meeting
November 16, 2021

Consolidated Annual Performance and Evaluation Report





ACCOMPLISHMENTS

Activity	Source	Proposed Persons	Actual Persons
Code Compliance	CDBG	2,000	2,527
Homebuyer	CDBG & HOME	6 Buyers	6 Buyers
Home Rehabilitation	CDBG	8 Units	0 Units
Public Infrastructure & Facilities	CDBG	125,000	127,807
Public Services	CDBG	28,300	9,180

ACCOMPLISHMENTS

Activity	Source	Proposed Persons	Actual Persons
Public Services	CDBG	150 Households	194 Households
Rapid Re-Housing	HESG	45 Households	19 Households
Overnight Shelter	HESG	505	65
Homeless Prevention	HESG	20	0
Street Outreach	HESG	300	89

CAPER FY 2020-2021

Activity	Source	Proposed Persons	Actual Persons
Public Services	CDBG-CV	700	169
Public Service (Citywide)	CDBG-CV	127,815	127,815
Business Assisted	CDBG-CV	30 Businesses	0
Rental Assistance	CDBG-CV	90	104
Street Outreach	ESG-CV	0 Person	138
Overnight Shelter	ESG-CV	150 Persons	204

CAPER FY 2020-2021

Summary by Fund Type

Type	6/1/2020 Balance	2020 Grant	Program Income	Total Resources	Est. Expenditure	6/30/21 Balance
HESG	\$120,593	\$221,083	NA	\$341,676	\$208,540	\$133,136
HOME	\$2,470,064	\$775,947	\$288,495	\$288,495	\$257,064	\$3,534,506
CDBG	\$2,217,247	\$2,573,996	\$53,321	\$4,844,564	\$2,442,410	\$2,402,153
CARES CDBG	NA	\$3,088,367	NA	\$3,088,367	\$744,458.70	\$2,343,908
CARES ESG	NA	\$5,255,005	NA	\$5,255,005	\$1,255,967	\$3,999,038

Hearth Emergency Solutions Grant (HESG)

As of July 1, 2020	\$ 120,593
2020 Grant	\$221,083
<i>Total Resources</i>	\$341,676
Estimated Expenditures	\$208,540
<i>Balance, June 30, 2021</i>	<u>\$ 133,136</u>

CAPER FY 2020-2021

Detailed Emergency Solutions Grant Expenditures

Administration and Planning	\$14,478
Rapid Rehousing	\$ 77,818
Shelter Operations	\$ 80,000
Outreach	\$ 33,718
Homeless Prevention	\$1,626
HMIS	\$ 900
Total Program Expenditures	\$ 208,540

HOME Partnership Grant

As of July 1, 2020	\$2,470,064
2020 Grant	\$775,947
Program Income	\$288,495
<i>Total Resources</i>	\$3,534,506
Estimated Expenditures	<u>\$257,064</u>
<i>Balance, June 30, 2021</i>	<u>\$3,277,442</u>

CAPER FY 2020-2021

Detailed expenditures for HOME Grant

Administration/ Planning	\$81,255
Homebuyer & Rehabilitation Program	\$175,809
Total 2020-21 Expenditures	\$ 257,064

CAPER FY 2020-2021

Community Development Block Grant

As of July 1, 2020	\$2,217,247
2020 Grant	\$2,573,996
Program Income	\$53,321
<i>Total Resources</i>	\$4,844,564
Estimated Expenditures	<u>\$2,442,410</u>
<i>Balance, June 30, 2021</i>	<u>\$2,402,153</u>

Detailed expenditures for CDBG Grant

Administration & Planning	\$ 525,463
Public Services	\$361,837
Public Facilities & City Program	\$1,555,110
Total 2020-21 Expenditures	\$2,442,410

CARES Act Community Development Block Grant

2020 Grant	\$ 3,088,367
<i>Total Resources</i>	\$ 3,088,367
Estimated Expenditures	<u>\$ 744,458.70</u>
<i>Balance, June 30, 2021</i>	<u>\$ 2,343,908.30</u>

CAPER FY 2020-2021

Detailed CARES Act expenditures for CDBG Grant

Administration & Planning	\$ 85,963.12
Public Services	\$ 643,222.74
Economic Development	\$ 15,272.84
Total 2020-21 Expenditures	\$ 744,458.70

CARES Act Emergency Solutions Grant

2020 Grant	\$5,255,005
<i>Total Resources</i>	\$5,255,005
Estimated Expenditures	\$1,255,967
<i>Balance, June 30, 2021</i>	<u>\$ 3,999,038</u>

Detailed CARES Act Emergency Solutions Grant Expenditures

Administration and Planning	\$ 4,506
Shelter Operations	\$ 1,126,179
Outreach	\$ 125,282
Total Program Expenditures	\$ 1,255,967

RECOMMENDATIONS

That the City Council:

1. Conduct a public hearing to receive comments from the public relating to Consolidated Annual Performance and Evaluation Report for Fiscal Year 2020-21 to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development; and
1. Review and file the City of Oxnard's Consolidated Annual Performance and Evaluation Report for FY 2020-21.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: November 16, 2021

TO: City Council

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

SUBJECT: A Resolution of the City Council of the City of Oxnard authorizing the City Manager to refund employee givebacks to former employees.

RECOMMENDATION

That the Oxnard City Council adopt the attached Resolution authorizing the City Manager to refund benefit givebacks made by former City employees.

BACKGROUND

In June 2020, the City faced significant economic uncertainties due to the impacts of COVID-19. In order to ensure that the City could maintain essential services to the public, the City Manager met with the leaders of the City's various employee bargaining units and successfully negotiated a freeze on previously agreed upon increases to City medical and retirement contributions. The City also agreed to refund the withheld increases to benefits if the City's economic forecast changed or the City received outside economic assistance. Ultimately, the economic downturn was not as significant as what was originally forecast and the City received financial assistance from the Federal government. As a result, in July of 2021, the City honored the agreement it made with the employee bargaining units and refunded the benefit contributions back to its active employees.

Before these benefits could be returned, 107 employees retired or left employment with the City between June 30, 2020 and June 30, 2021. The City now seeks to refund these previously agreed to benefits back to those former employees. The City has calculated what each former employee is entitled to based on how many pay periods they worked after the benefit freeze began. The aggregate total amounts to approximately \$92,000. With the adoption of this Resolution, the City will issue refunds to former employees who earned these benefits while employed with the City.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The aggregate amount of \$92,000 to be refunded to the 107 employees who retired or left employment with the City between June 30, 2020 and June 30, 2021 will be funded from corresponding department's FY22 operating budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. Employee Give Back Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE
CITY MANAGER TO REFUND EMPLOYEE GIVEBACKS TO FORMER EMPLOYEES

WHEREAS, in June of 2020, the City faced significant economic uncertainties due to the impacts of COVID-19 and asked City employees bargaining units to agree to a freeze on negotiated employee benefit increases due to concerns about the economic downturn and the effects it would have on the provision of essential services to the public; and

WHEREAS, in the interest of assisting the City during those uncertain economic times, the employee bargaining units agreed to a freeze of the benefits increases on the condition that the City return these benefits if the City's economic forecast improved or the City received outside economic assistance; and

WHEREAS, the City's economic forecast improved and the City received economic assistance from the Federal government; and

WHEREAS, the City, returned the benefit increases to active employees in July of 2021.

WHEREAS, The City seeks to refund the benefit increases to former employees who left the City prior to the City implementing the refund of the givebacks; and

WHEREAS, the City can only refund these givebacks to former employees through a Resolution of the City Council.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to authorize the City Manager to issue refunds to former employees of the frozen benefit increases in an amount equal to what they gave up in benefits from the period of June 1, 2020 through June 30, 2021.

PASSED AND ADOPTED this 16th day of November, 2021, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza, Mayor

ATTEST:

Rose Chaparro, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: November 16, 2021

TO: City Council

FROM: Phillip Molina, City Treasurer, (805) 385-7808, phillip.molina@oxnard.org

SUBJECT: City Treasurer's Quarterly Investment Report for the Period Ending September 30, 2021. (0/5/5)

RECOMMENDATION

That the City Council receive and file the quarterly report for the period ending September 30, 2021. (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/DynDNdGbab0>

BACKGROUND

The City of Oxnard's September 2021 investment report will be brief this reporting period and is required to be submitted to the City Clerk and the City Council as prescribed in California Government Code section 53646 and the Investment Policy adopted by the City Council..

But first, I wish to give a special thanks to Eden Alomeri, Assistant City Treasurer, of the City, and staff without whose assistance this report could not be generated. This report does not show the fund balances, nor disbursements, nor total receipts of the City of Oxnard, because Oxnard Municipal Code identifies the Oxnard Finance Department is charged with producing that information. This report does reflect the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of September 30, 2021. The following data is included in this report.

Not in this sequence, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested. You will notice the large buildup of cash in the bank account for the city's general business. This is the result of the anticipated rate changes, but it is the intent of the Treasurer to greatly increase the amount of cash invested so that once again it approaches 90% by year end.

Next, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return. Third, we explain that the cash flows over the last 15 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for a short period, overnight investments versus 2-, 3-, 4-, or 5-year maturities. Fourth, we will show you the daily cash position for September 30, 2021 so that you can see how the Treasurer's department reviews our cash balances every day to assure that the city has enough liquidity to cover its obligations.

And next, we attached the detailed list of every investment that the city currently holds as of the last day of September 30, 2021.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council and the public can begin to see the actual amounts in the city's bank accounts at Bank of America. The graphs

are created in order to show trends, and relationships that are best understood in that method of presentation. So, while this report is brief in the number of pages, we hope to respond to any question you may have.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The City's total amount invested as of September 30, 2021 at market value was \$273,293,570 purchased at a cost of \$274,400,981.90. Because of the fluctuation in the market rates yield on new instruments going up and down, the City's current investments have a lesser value than they cost, resulting in a net market loss of \$1,107,411.90 if we had to sell them in the market one month ago. Everything else being equal this means the instruments purchased when rates were going down are now marketed below their cost thus producing the calculated potential loss.

ITEM	September 2021
Cost of investments (book value)	\$274,400,981.90
Par or face value	\$274,209,000.00
Market value as estimated	\$273,293,570.00
Gain/Loss if forced to sell today	-\$1,107,411.90

Cash balances on the 30th day of September 2021 in each authorized city bank account with Bank of America total \$61,475,474.66 in the accounts shown below.

City Treasurer's bank accounts	September 2021	August 2021	July 2021
City's General Fund bank account	\$59,239,914.09	\$36,133,943.70	\$22,586,714.80
Successor Agency bank account	\$1,798,935.95	\$3,869,865.39	\$6,564,902.73
W/C (workers compensation) account	\$230,283.63	\$189,167.10	\$245,620.87
Parking Citations updated	\$206,340.99	\$181,698.40	\$106,574.00
TOTAL CASH IN BANK ACCOUNTS	\$61,475,474.66	\$40,374,674.59	\$29,503,812.40

(Per Bank Statements as of September 30, 2021)

The investments have a par value of \$274,209,000 with a current market value of \$273,293,570 were purchased months or years ago. To provide greater return we can try to reduce the amount in LAIF and spread that over the 2,3,4, and 5-year terms. Recently, LAIF was generating an average return that is moving further from the City's average portfolio return. LAIF's September average apportionment rate was .20%, which is less than the current GSE (government sponsored enterprises) rates. Reducing the amount in LAIF would, however, reduce the liquidity of the portfolio.

So now the cost of the investments, the face value, and the market value as of September 30, 2021 and the prior 2 months is provided so at a glance you can see the summary of the entire portfolio, the risk, and the earnings with the current yield on a 365-day basis of .535% year to date. We believe monthly rates for GSEs have begun the long-awaited upswing.(?)

ITEM	September 2021	August 2021	July 2021
Cost of investments (book value)	\$274,400,981.90	\$297,401,216.53	\$ 315,669,345.03
Par or face value	\$274,209,000.00	\$297,209,000.00	\$ 315,459,000.00
Market value as estimated	\$273,293,570.00	\$296,873,250.00	\$ 315,241,360.00
Gain/Loss if forced to sell today	-\$1,107,411.90	-\$527,966.53	-\$427,985.03
Total Earnings per period	\$127,527.44	\$138,642.46	\$ 145,927.19
Earned interest Yield this month	0.535%	0.527%	0.550%

Now when we look back at the monthly cash flows of the recent years, we found that the month with the highest cash

outflow was September 2018 with an outflow of \$37.4 million. And the fact that we had \$75 million invested in LAIF, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity. Before we reveal the details, we want to know the level of efficiency in our investment team. But, first we look to see how much cash is available, how much cash is invested to determine the efficiency of the team. The goal is to invest 100% of available cash, and we know that for normal operations we should retain a daily balance of \$3-5 million in the bank accounts.

The daily cash report for the last working day in September shows sufficient available cash to satisfy the city's booked short-term obligations though somewhat reduced from prior months.

DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT		
DATE: 09/30/21		
.		
	CREDIT ESTIMATE	DESCRIPTION
Collected/Closing Avail Bal	48,958,607.71	As of 09/29/21
1 Day Float	253,439.41	As of 09/29/21
Credit Cards-C2G	41,321.87	
Credit Cards-One Point	13,686.08	
Auto Pay	92,149.69	
TOTAL CREDITS	\$ 49,359,204.76	
	DEBIT ESTIMATE	
Accounts Payable to Clear	1,000,000.00	
Other	66,897.66	AIMS
Other	119,744.32	VTA Lodging
Other	84,439.93	Ox Convention & Visitors Bureau
Other	743,026.18	B of A Leasing
TOTAL DEBITS	\$ 2,014,108.09	
GENERAL ACCOUNT BALANCE	\$ 47,345,096.67	
SUCCESSOR AGENCY	\$ 1,798,935.95	
LAIF	\$ 75,000,000.00	

So, when we look at the detail, we see that the city is investing as a percent of total available cash. Bank of America provides a return of .19%. Thus, our efficiency rating is now 82% down from 93% in a prior month.

EFFICIENCY RATING	September 2021	August 2021	July 2021
Total cash all bank accounts	\$61,475,474.66	\$40,374,674.59	\$ 29,503,812.40
less: CDC	\$1,798,935.95	\$3,869,865.39	\$ 6,564,902.73
Net available to invest	\$59,676,538.71	\$36,504,809.20	\$ 22,938,909.67
amount invested at cost	\$274,400,981.90	\$297,401,216.53	\$ 315,669,345.03
total available cash to invest	\$334,077,520.61	\$333,906,025.73	\$338,608,254.70
percent invested = efficiency	82%	89%	93%

EFFICIENCY RATING

The bar chart below, shows the maturities of City's investment portfolio and reflects the fact that as our older instruments are being called early, we find the need to acquire shorter term notes unless we can guarantee a rate of .19 % or higher as explained above. Starting in September and concluding in September we have invested all the ARPA money in s-t (less than 15 months) instruments where some we invested at the market rates below .19%.

September 30, 2021 investments by maturity



COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Phillip Molina, City Treasurer

ATTACHMENTS

1. Inventory by Market Value as of September 30, 2021



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2021

Run: 10/19/2021 05:15:43 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
Mat Date: 11/29/2021										
17018	FHLB	12/30/2016	3130AABG2	1.87500	99.93873	2,000,000.00	0.00	2,000,000.00	0.00	12,708.33
		11/29/2021	0.00	2.00400	.16400	0.00	1,225.44	1,998,774.56	10,794.56	
17019	FHLB	12/30/2016	3130AABG2	1.87500	99.92537	2,000,000.00	0.00	2,000,000.00	0.00	12,708.33
		11/29/2021	0.00	2.03200	.16400	0.00	1,492.55	1,998,507.45	13,147.45	
Subtotal				1.87500	99.93205	4,000,000.00	0.00	4,000,000.00	0.00	25,416.66
				2.01800	.16400	0.00	2,717.99	3,997,282.01	23,942.01	
Mat Date: 12/3/2021										
17337	FHLB	06/04/2021	3130AMS94	.03000	99.99770	5,000,000.00	0.00	5,000,000.00	0.00	487.50
		12/03/2021	0.00	.03500	.17500	0.00	115.00	4,999,885.00	0.00	
Subtotal				.03000	99.99770	5,000,000.00	0.00	5,000,000.00	0.00	487.50
				.03500	.17500	0.00	115.00	4,999,885.00	0.00	
Mat Date: 1/13/2022										
17336	FHLMC	06/03/2021	3137EADB2	2.37500	101.17030	7,274,000.00	85,127.72	7,274,000.00	19,072.33	37,430.79
		01/13/2022	0.00	.03000	.28700	0.00	0.00	7,359,127.72	0.00	
Subtotal				2.37500	101.17030	7,274,000.00	85,127.72	7,274,000.00	19,072.33	37,430.79
				.03000	.28700	0.00	0.00	7,359,127.72	0.00	
Mat Date: 4/6/2022										
17239	FFCB	07/06/2020	3133ELR89	.25000	100.02962	10,000,000.00	2,962.13	10,000,000.00	2,237.87	12,152.78
		04/06/2022	0.00	.22000	.51600	0.00	0.00	10,002,962.13	0.00	
Subtotal				.25000	100.02962	10,000,000.00	2,962.13	10,000,000.00	2,237.87	12,152.78
				.22000	.51600	0.00	0.00	10,002,962.13	0.00	
Mat Date: 5/1/2022										
17246	MUNI	08/12/2020	446216HF3	.46900	100.00000	250,000.00	0.00	250,000.00	0.00	488.54
		05/01/2022	0.00	.46900	.58500	0.00	0.00	250,000.00	0.00	
Subtotal				.46900	100.00000	250,000.00	0.00	250,000.00	0.00	488.54
				.46900	.58500	0.00	0.00	250,000.00	0.00	
Mat Date: 5/23/2022										
17062	FHLB	05/23/2017	3130ABCF1	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	17,777.78
		05/23/2022	0.00	2.50000	.64300	0.00	0.00	2,000,000.00	0.00	
Subtotal				2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	17,777.78
				2.50000	.64300	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/24/2022										
17063	CD	05/24/2017	1404203A6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,078.14
		05/24/2022	0.00	2.40000	.64400	0.00	0.00	245,000.00	0.00	



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City of Oxnard

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17064	CD	05/24/2017	14042RFW6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,078.14
		05/24/2022	0.00	2.40000	.64400	0.00	0.00	245,000.00	0.00	
Subtotal				2.40000	100.00000	490,000.00	0.00	490,000.00	0.00	4,156.28
				2.40000	.64400	0.00	0.00	490,000.00	0.00	

Mat Date: 5/26/2022

17070	CD	05/26/2017	87165EMK0	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,045.92
		05/26/2022	0.00	2.40000	.65000	0.00	0.00	245,000.00	0.00	
Subtotal				2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	2,045.92
				2.40000	.65000	0.00	0.00	245,000.00	0.00	

Mat Date: 5/31/2022

17076	CD	05/31/2017	38148PKJ5	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	1,949.26
		05/31/2022	0.00	2.40000	.66100	0.00	0.00	245,000.00	0.00	
17073	CD	05/31/2017	20033AUB0	2.35000	100.00000	245,000.00	0.00	245,000.00	0.00	0.00
		05/31/2022	0.00	2.35000	.66200	0.00	0.00	245,000.00	0.00	
Subtotal				2.37500	100.00000	490,000.00	0.00	490,000.00	0.00	1,949.26
				2.37500	.66150	0.00	0.00	490,000.00	0.00	

Mat Date: 9/15/2022

17332	FFCB	06/01/2021	3133EMD66	.08000	99.99003	5,000,000.00	0.00	5,000,000.00	0.00	177.78
		09/15/2022	0.00	.09000	.95800	0.00	498.47	4,999,501.53	146.53	
Subtotal				.08000	99.99003	5,000,000.00	0.00	5,000,000.00	0.00	177.78
				.09000	.95800	0.00	498.47	4,999,501.53	146.53	

Mat Date: 12/2/2022

17334	FFCB	06/03/2021	3133EME24	.07000	99.99019	10,000,000.00	0.00	10,000,000.00	0.00	2,313.88
		12/02/2022	0.00	.07700	1.17200	0.00	980.56	9,999,019.44	0.00	
Subtotal				.07000	99.99019	10,000,000.00	0.00	10,000,000.00	0.00	2,313.88
				.07700	1.17200	0.00	980.56	9,999,019.44	0.00	

Mat Date: 6/26/2023

17109	CD	06/26/2018	02589AAM4	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,126.46
		06/26/2023	0.00	3.30000	1.69100	0.00	0.00	245,000.00	0.00	
Subtotal				3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,126.46
				3.30000	1.69100	0.00	0.00	245,000.00	0.00	

Mat Date: 6/27/2023

17110	CD	06/27/2018	254673QR0	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,104.31
		06/27/2023	0.00	3.30000	1.69400	0.00	0.00	245,000.00	0.00	
Subtotal				3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,104.31



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				3.30000	1.69400	0.00	0.00	245,000.00	0.00	
Mat Date: 6/28/2023										
17111	CD	06/28/2018	17312QN96	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,082.40
		06/28/2023	0.00	3.30000	1.69600	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,082.40
				3.30000	1.69600	0.00	0.00	245,000.00	0.00	
Mat Date: 6/29/2023										
17113	CD	06/29/2018	05580ANG5	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,060.18
		06/29/2023	0.00	3.30000	1.69900	0.00	0.00	245,000.00	0.00	
			Subtotal	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	2,060.18
				3.30000	1.69900	0.00	0.00	245,000.00	0.00	
Mat Date: 8/3/2023										
17244	FNMA	08/12/2020	3135G05P4	.30000	99.96040	1,000,000.00	0.00	1,000,000.00	0.00	483.33
		08/03/2023	0.00	.32000	1.83700	0.00	396.05	999,603.95	193.95	
			Subtotal	.30000	99.96040	1,000,000.00	0.00	1,000,000.00	0.00	483.33
				.32000	1.83700	0.00	396.05	999,603.95	193.95	
Mat Date: 9/11/2023										
17247	FHLB	09/11/2020	3130AK4S2	.28000	99.96338	5,000,000.00	0.00	5,000,000.00	0.00	777.78
		09/11/2023	0.00	.29800	1.94300	0.00	1,830.82	4,998,169.18	919.18	
			Subtotal	.28000	99.96338	5,000,000.00	0.00	5,000,000.00	0.00	777.78
				.29800	1.94300	0.00	1,830.82	4,998,169.18	919.18	
Mat Date: 10/13/2023										
17250	FFCB	10/21/2020	3133EMCQ3	.28000	99.99077	2,000,000.00	0.00	2,000,000.00	0.00	2,613.33
		10/13/2023	0.00	.28400	2.02900	0.00	184.58	1,999,815.42	35.42	
			Subtotal	.28000	99.99077	2,000,000.00	0.00	2,000,000.00	0.00	2,613.33
				.28400	2.02900	0.00	184.58	1,999,815.42	35.42	
Mat Date: 10/24/2023										
17248	FNMA	09/24/2020	3136G43C5	.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	58.33
		10/24/2023	0.00	.30000	2.05900	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	58.33
				.30000	2.05900	0.00	0.00	1,000,000.00	0.00	
Mat Date: 11/7/2023										
17118	CD	11/07/2018	90348JFQ8	3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	540.36
		11/07/2023	0.00	3.50000	2.02400	0.00	0.00	245,000.00	0.00	



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Subtotal				3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	540.36
				3.50000	2.02400	0.00	0.00	245,000.00	0.00	
Mat Date: 11/16/2023										
17251	FNMA	11/16/2020	3135G06F5	.31000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,162.50
		11/16/2023	0.00	.31000	2.12000	0.00	0.00	1,000,000.00	0.00	
Subtotal				.31000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,162.50
				.31000	2.12000	0.00	0.00	1,000,000.00	0.00	
Mat Date: 11/24/2023										
17252	FHLMC	11/24/2020	3134GXCA0	.32000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,128.89
		11/24/2023	0.00	.32000	2.14200	0.00	0.00	1,000,000.00	0.00	
Subtotal				.32000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,128.89
				.32000	2.14200	0.00	0.00	1,000,000.00	0.00	
Mat Date: 11/27/2023										
17255	FHLB	11/27/2020	3130AKGL4	.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,033.33
		11/27/2023	0.00	.30000	2.15100	0.00	0.00	1,000,000.00	0.00	
Subtotal				.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,033.33
				.30000	2.15100	0.00	0.00	1,000,000.00	0.00	
Mat Date: 11/30/2023										
17256	FFCB	11/30/2020	3133EMHL9	.31000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,041.94
		11/30/2023	0.00	.31000	2.15900	0.00	0.00	1,000,000.00	0.00	
Subtotal				.31000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,041.94
				.31000	2.15900	0.00	0.00	1,000,000.00	0.00	
Mat Date: 12/15/2023										
17257	FNMA	12/15/2020	3135GA6D8	.32000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,884.44
		12/15/2023	0.00	.32000	2.20000	0.00	0.00	2,000,000.00	0.00	
Subtotal				.32000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,884.44
				.32000	2.20000	0.00	0.00	2,000,000.00	0.00	
Mat Date: 12/29/2023										
17258	FNMA	12/29/2020	3135GABN0	.28000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	715.56
		12/29/2023	0.00	.28000	2.24000	0.00	0.00	1,000,000.00	0.00	
17249	FHLMC	10/07/2020	3134GWXB7	.30000	99.99148	2,000,000.00	0.00	2,000,000.00	0.00	1,533.33
		12/29/2023	0.00	.30300	2.24000	0.00	170.32	1,999,829.68	49.68	
Subtotal				.29333	99.99432	3,000,000.00	0.00	3,000,000.00	0.00	2,248.89
				.29533	2.24000	0.00	170.32	2,999,829.68	49.68	



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Mat Date: 2/16/2024										
17290	MTN	02/16/2021	06048WL24	.30000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	1,100.00
		02/16/2024	0.00	.30000	2.36900	0.00	0.00	3,000,000.00	0.00	
			Subtotal	.30000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	1,100.00
				.30000	2.36900	0.00	0.00	3,000,000.00	0.00	
Mat Date: 7/22/2024										
17266	FFCB	01/22/2021	3133EMNK4	.31000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,188.33
		07/22/2024	0.00	.31000	2.80000	0.00	0.00	2,000,000.00	0.00	
17267	FFCB	01/22/2021	3133EMNK4	.31000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	594.17
		07/22/2024	0.00	.31000	2.80000	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.31000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	1,782.50
				.31000	2.80000	0.00	0.00	3,000,000.00	0.00	
Mat Date: 8/26/2024										
17302	FHLB	02/26/2021	3130ALES9	.33000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	641.67
		08/26/2024	0.00	.33000	2.89300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	.33000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	641.67
				.33000	2.89300	0.00	0.00	2,000,000.00	0.00	
Mat Date: 11/12/2024										
17289	FFCB	02/12/2021	3133EMQQ8	.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,158.33
		11/12/2024	0.00	.30000	3.10300	0.00	0.00	1,000,000.00	0.00	
17300	FFCB	02/25/2021	3133EMQQ8	.30000	99.76420	2,000,000.00	0.00	2,000,000.00	0.00	2,316.67
		11/12/2024	0.00	.36800	3.10300	0.00	4,716.08	1,995,283.92	283.92	
			Subtotal	.30000	99.84280	3,000,000.00	0.00	3,000,000.00	0.00	3,475.00
				.34530	3.10300	0.00	4,716.08	2,995,283.92	283.92	
Mat Date: 11/26/2024										
17301	FHLB	02/26/2021	3130AKWM4	.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	291.67
		11/26/2024	0.00	.30000	3.14200	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	291.67
				.30000	3.14200	0.00	0.00	1,000,000.00	0.00	
Mat Date: 2/3/2025										
17282	MTN	02/01/2021	89236THZ1	.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,288.89
		02/03/2025	0.00	.40000	3.32100	0.00	0.00	2,000,000.00	0.00	
			Subtotal	.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,288.89
				.40000	3.32100	0.00	0.00	2,000,000.00	0.00	



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Mat Date: 3/11/2025										
17303	MTN	03/01/2021	459058JA2	.75000	100.77202	1,000,000.00	7,720.19	1,000,000.00	1,179.81	416.67
		03/11/2025	0.00	.52600	3.40800	0.00	0.00	1,007,720.19	0.00	
			Subtotal	.75000	100.77202	1,000,000.00	7,720.19	1,000,000.00	1,179.81	416.67
				.52600	3.40800	0.00	0.00	1,007,720.19	0.00	
Mat Date: 3/24/2025										
17313	FHLB	03/24/2021	3130ALNU4	.68000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	132.22
		03/24/2025	0.00	.68000	3.44800	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.68000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	132.22
				.68000	3.44800	0.00	0.00	1,000,000.00	0.00	
Mat Date: 8/1/2025										
17260	MTN	01/08/2021	06051GFS3	3.87500	112.03755	1,000,000.00	120,375.51	1,000,000.00	16,984.49	6,458.33
		08/01/2025	0.00	.80400	3.59700	0.00	0.00	1,120,375.51	0.00	
			Subtotal	3.87500	112.03755	1,000,000.00	120,375.51	1,000,000.00	16,984.49	6,458.33
				.80400	3.59700	0.00	0.00	1,120,375.51	0.00	
Mat Date: 8/20/2025										
17270	MTN	01/26/2021	037833DX5	.55000	100.04992	1,000,000.00	499.22	1,000,000.00	70.78	626.39
		08/20/2025	0.00	.53700	3.85100	0.00	0.00	1,000,499.22	0.00	
			Subtotal	.55000	100.04992	1,000,000.00	499.22	1,000,000.00	70.78	626.39
				.53700	3.85100	0.00	0.00	1,000,499.22	0.00	
Mat Date: 10/20/2025										
17263	FHLB	01/20/2021	3130AKNK8	.50000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	986.11
		10/20/2025	0.00	.50000	4.01600	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.50000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	986.11
				.50000	4.01600	0.00	0.00	1,000,000.00	0.00	
Mat Date: 10/26/2025										
17262	FHLB	01/20/2021	3130AKNK8	.50000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	4,930.56
		10/26/2025	0.00	.50000	4.03200	0.00	0.00	5,000,000.00	0.00	
			Subtotal	.50000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	4,930.56
				.50000	4.03200	0.00	0.00	5,000,000.00	0.00	
Mat Date: 10/29/2025										
17281	FHLB	01/29/2021	3130AKVQ6	.47000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	809.44
		10/29/2025	0.00	.47000	4.04300	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.47000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	809.44



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

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City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
				.47000	4.04300	0.00	0.00	1,000,000.00	0.00	
Mat Date: 12/30/2025										
17259	FHLB	12/30/2020	3130AKLL8	.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	2,527.78
		12/30/2025	0.00	.50000	4.20500	0.00	0.00	2,000,000.00	0.00	
			Subtotal	.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	2,527.78
				.50000	4.20500	0.00	0.00	2,000,000.00	0.00	
Mat Date: 1/15/2026										
17261	FHLB	01/20/2021	3130AKN36	.52500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	2,216.67
		01/15/2026	0.00	.52500	4.24500	0.00	0.00	2,000,000.00	0.00	
17274	MTN	01/27/2021	24422EVK2	.70000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	4,433.33
		01/15/2026	0.00	.70000	4.22900	0.00	0.00	3,000,000.00	0.00	
17276	MTN	01/28/2021	53961LAF6	.95000	100.00000	1,510,000.00	0.00	1,510,000.00	0.00	2,988.54
		01/15/2026	0.00	.95000	4.20400	0.00	0.00	1,510,000.00	0.00	
			Subtotal	.70422	100.00000	6,510,000.00	0.00	6,510,000.00	0.00	9,638.54
				.70422	4.22812	0.00	0.00	6,510,000.00	0.00	
Mat Date: 1/22/2026										
17264	FHLB	01/22/2021	3130AKQ74	.62500	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	5,989.58
		01/22/2026	0.00	.62500	4.25500	0.00	0.00	5,000,000.00	0.00	
17265	FHLMC	01/22/2021	3134GXXJ2	.55000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	2,108.33
		01/22/2026	0.00	.55000	4.26200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	.60357	100.00000	7,000,000.00	0.00	7,000,000.00	0.00	8,097.91
				.60357	4.25700	0.00	0.00	7,000,000.00	0.00	
Mat Date: 1/26/2026										
17268	FHLB	01/26/2021	3130AKMD5	.50000	99.95498	5,000,000.00	0.00	5,000,000.00	0.00	4,513.89
		01/26/2026	0.00	.51000	4.27800	0.00	2,250.82	4,997,749.18	249.18	
17269	FHLB	01/26/2021	3130AKNR3	.56000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,011.11
		01/26/2026	0.00	.56000	4.27200	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.51000	99.96249	6,000,000.00	0.00	6,000,000.00	0.00	5,525.00
				.51834	4.27700	0.00	2,250.82	5,997,749.18	249.18	
Mat Date: 1/27/2026										
17271	FHLB	01/27/2021	3130AKU61	.30000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	2,666.67
		01/27/2026	0.00	.30000	4.29800	0.00	0.00	5,000,000.00	0.00	
17272	FHLB	01/27/2021	3130AKU61	.30000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	2,666.67
		01/27/2026	0.00	.30000	4.29800	0.00	0.00	5,000,000.00	0.00	
			Subtotal	.30000	100.00000	10,000,000.00	0.00	10,000,000.00	0.00	5,333.34
				.30000	4.29800	0.00	0.00	10,000,000.00	0.00	



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Mat Date: 1/28/2026										
17273	FHLB	01/28/2021	3130AKQX7	.70000	100.00900	2,000,000.00	180.07	2,000,000.00	19.93	2,450.00
		01/28/2026	0.00	.69800	4.26600	0.00	0.00	2,000,180.07	0.00	
17275	FHLB	01/28/2021	3130AKRN8	.65000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	2,275.00
		01/28/2026	0.00	.65000	4.27000	0.00	0.00	2,000,000.00	0.00	
17277	FHLB	01/28/2021	3130AKQX7	.70000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	6,125.00
		01/28/2026	0.00	.70000	4.26600	0.00	0.00	5,000,000.00	0.00	
17278	FHLB	01/28/2021	3130AKQ82	.60000	100.00000	1,500,000.00	0.00	1,500,000.00	0.00	1,575.00
		01/28/2026	0.00	.60000	4.27400	0.00	0.00	1,500,000.00	0.00	
			Subtotal	.67619	100.00171	10,500,000.00	180.07	10,500,000.00	19.93	12,425.00
				.67581	4.26790	0.00	0.00	10,500,180.07	0.00	
Mat Date: 1/29/2026										
17279	FHLB	01/29/2021	3130AKPN0	.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	2,066.67
		01/29/2026	0.00	.60000	4.27700	0.00	0.00	2,000,000.00	0.00	
17280	FHLB	01/29/2021	3130AKVN3	.52000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	895.56
		01/29/2026	0.00	.52000	4.28400	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.57333	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	2,962.23
				.57333	4.27933	0.00	0.00	3,000,000.00	0.00	
Mat Date: 2/8/2026										
17283	MTN	02/08/2021	037833EB2	.70000	99.99550	1,000,000.00	0.00	1,000,000.00	0.00	1,030.56
		02/08/2026	0.00	.70100	4.29300	0.00	45.02	999,954.98	4.98	
			Subtotal	.70000	99.99550	1,000,000.00	0.00	1,000,000.00	0.00	1,030.56
				.70100	4.29300	0.00	45.02	999,954.98	4.98	
Mat Date: 2/9/2026										
17284	FHLB	02/09/2021	3130AKWD4	.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	433.33
		02/09/2026	0.00	.30000	4.33100	0.00	0.00	1,000,000.00	0.00	
17285	FHLB	02/09/2021	3130AKWD4	.30000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	433.33
		02/09/2026	0.00	.30000	4.33100	0.00	0.00	1,000,000.00	0.00	
17286	FHLB	02/09/2021	3130AKTJ5	.54000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,560.00
		02/09/2026	0.00	.54000	4.31000	0.00	0.00	2,000,000.00	0.00	
17287	FHLB	02/09/2021	3130AKVA1	.30000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	866.67
		02/09/2026	0.00	.30000	4.33100	0.00	0.00	2,000,000.00	0.00	
			Subtotal	.38000	100.00000	6,000,000.00	0.00	6,000,000.00	0.00	3,293.33
				.38000	4.32400	0.00	0.00	6,000,000.00	0.00	
Mat Date: 2/12/2026										
17288	FHLB	02/12/2021	3130AKVR4	.55000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	748.61



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		02/12/2026	0.00	.55000	4.31800	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.55000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	748.61
				.55000	4.31800	0.00	0.00	1,000,000.00	0.00	

Mat Date: 2/24/2026

17291	FHLB	02/24/2021	3130AL7M0	.62500	99.77492	2,000,000.00	0.00	2,000,000.00	0.00	1,284.72
		02/24/2026	0.00	.67600	4.34400	0.00	4,501.64	1,995,498.36	498.36	
17292	FHLB	02/24/2021	3130AKXJ0	.60000	99.92797	1,000,000.00	0.00	1,000,000.00	0.00	616.67
		02/24/2026	0.00	.61600	4.34700	0.00	720.26	999,279.74	79.74	
17293	FHLB	02/24/2021	3130AKXJ0	.60000	99.92797	5,000,000.00	0.00	5,000,000.00	0.00	3,083.33
		02/24/2026	0.00	.61600	4.34700	0.00	3,601.31	4,996,398.69	398.69	
17294	FHLB	02/24/2021	3130AKXJ0	.60000	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	1,850.00
		02/24/2026	0.00	.60000	4.34700	0.00	0.00	3,000,000.00	0.00	
17295	FHLB	02/24/2021	3130AKXJ0	.60000	99.95498	1,000,000.00	0.00	1,000,000.00	0.00	616.67
		02/24/2026	0.00	.61000	4.34700	0.00	450.16	999,549.84	49.84	
17296	FHLB	02/24/2021	3130AKXJ0	.60000	99.95498	1,000,000.00	0.00	1,000,000.00	0.00	616.67
		02/24/2026	0.00	.61000	4.34700	0.00	450.16	999,549.84	49.84	
17298	FHLB	02/24/2021	3130ALCB8	.68000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	698.89
		02/24/2026	0.00	.68000	4.33900	0.00	0.00	1,000,000.00	0.00	
17299	FHLB	02/24/2021	3130AL7M0	.62500	99.95498	1,000,000.00	0.00	1,000,000.00	0.00	642.36
		02/24/2026	0.00	.63500	4.34400	0.00	450.16	999,549.84	49.84	
17297	MTN	02/24/2021	06048WL32	.80000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	822.22
		02/24/2026	0.00	.80000	4.32900	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.62219	99.93641	16,000,000.00	0.00	16,000,000.00	0.00	10,231.53
				.63643	4.34481	0.00	10,173.69	15,989,826.31	1,126.31	

Mat Date: 3/2/2026

17304	FAMCA	03/02/2021	31422XAS1	.61000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	491.39
		03/02/2026	0.00	.61000	4.36800	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.61000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	491.39
				.61000	4.36800	0.00	0.00	1,000,000.00	0.00	

Mat Date: 3/10/2026

17305	FHLB	03/10/2021	3130ALFS8	.80000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	466.67
		03/10/2026	0.00	.80000	4.37300	0.00	0.00	1,000,000.00	0.00	
			Subtotal	.80000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	466.67
				.80000	4.37300	0.00	0.00	1,000,000.00	0.00	

Mat Date: 3/16/2026

17306	FHLB	03/16/2021	3130ALDN1	.80000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	333.33
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17307	FHLB	03/16/2026	0.00	.80000	4.39000	0.00	0.00	1,000,000.00	0.00	
		03/16/2021	3130ALDN1	.80000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	333.33
		03/16/2026	0.00	.80000	4.39000	0.00	0.00	1,000,000.00	0.00	
		Subtotal		.80000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	666.66
				.80000	4.39000	0.00	0.00	2,000,000.00	0.00	
Mat Date: 3/17/2026										
17309	FHLB	03/17/2021	3130ALGB4	.80000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	311.11
		03/17/2026	0.00	.80000	4.39300	0.00	0.00	1,000,000.00	0.00	
		Subtotal		.80000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	311.11
				.80000	4.39300	0.00	0.00	1,000,000.00	0.00	
Mat Date: 3/23/2026										
17310	FHLB	03/23/2021	3130ALGJ7	1.00000	100.00000	975,000.00	0.00	975,000.00	0.00	216.67
		03/23/2026	0.00	1.00000	4.39200	0.00	0.00	975,000.00	0.00	
17311	FHLB	03/23/2021	3130ALGC2	.87500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	194.44
		03/23/2026	0.00	.87500	4.40300	0.00	0.00	1,000,000.00	0.00	
		Subtotal		.93671	100.00000	1,975,000.00	0.00	1,975,000.00	0.00	411.11
				.93671	4.39757	0.00	0.00	1,975,000.00	0.00	
Mat Date: 3/24/2026										
17312	FHLB	03/24/2021	3130ALLN2	.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	194.44
		03/24/2026	0.00	.50000	4.43900	0.00	0.00	2,000,000.00	0.00	
		Subtotal		.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	194.44
				.50000	4.43900	0.00	0.00	2,000,000.00	0.00	
Mat Date: 4/29/2026										
17322	FHLB	04/29/2021	3130AM2F8	1.12500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	4,750.00
		04/29/2026	0.00	1.12500	4.45700	0.00	0.00	1,000,000.00	0.00	
17323	FHLB	04/29/2021	3130AM4L3	.50000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,111.11
		04/29/2026	0.00	.50000	4.52500	0.00	0.00	1,000,000.00	0.00	
		Subtotal		.81250	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,861.11
				.81250	4.49100	0.00	0.00	2,000,000.00	0.00	
Mat Date: 5/12/2026										
17335	FHLB	06/03/2021	3130AMCM2	.25000	99.98958	1,250,000.00	0.00	1,250,000.00	0.00	1,206.60
		05/12/2026	0.00	.25500	4.58900	0.00	130.21	1,249,869.79	0.00	
		Subtotal		.25000	99.98958	1,250,000.00	0.00	1,250,000.00	0.00	1,206.60
				.25500	4.58900	0.00	130.21	1,249,869.79	0.00	



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Mat Date: 5/14/2026										
17324	MTN	05/14/2021	06048WL99	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	5,327.78
		05/14/2026	0.00	1.40000	4.46900	0.00	0.00	1,000,000.00	0.00	
17325	MTN	05/14/2021	06048WL99	1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,655.56
		05/14/2026	0.00	1.40000	4.46900	0.00	0.00	2,000,000.00	0.00	
17326	MTN	05/14/2021	06048WL99	1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	10,655.56
		05/14/2026	0.00	1.40000	4.46900	0.00	0.00	2,000,000.00	0.00	
Subtotal				1.40000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	26,638.90
				1.40000	4.46900	0.00	0.00	5,000,000.00	0.00	
Mat Date: 5/26/2026										
17328	FHLB	05/26/2021	3130AMJH6	1.05000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	3,645.83
		05/26/2026	0.00	1.05000	4.54000	0.00	0.00	1,000,000.00	0.00	
Subtotal				1.05000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	3,645.83
				1.05000	4.54000	0.00	0.00	1,000,000.00	0.00	
Mat Date: 5/27/2026										
17329	FHLB	05/27/2021	3130AML42	.60000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,066.67
		05/27/2026	0.00	.60000	4.59200	0.00	0.00	1,000,000.00	0.00	
Subtotal				.60000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,066.67
				.60000	4.59200	0.00	0.00	1,000,000.00	0.00	
Mat Date: 6/16/2026										
17340	FHLB	06/16/2021	3130AMM41	1.00000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	14,583.33
		06/16/2026	0.00	1.00000	4.60100	0.00	0.00	5,000,000.00	0.00	
Subtotal				1.00000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	14,583.33
				1.00000	4.60100	0.00	0.00	5,000,000.00	0.00	
Mat Date: 6/23/2026										
17341	FHLB	06/23/2021	3130AMPT3	1.03000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	14,019.44
		06/23/2026	0.00	1.03000	4.61700	0.00	0.00	5,000,000.00	0.00	
Subtotal				1.03000	100.00000	5,000,000.00	0.00	5,000,000.00	0.00	14,019.44
				1.03000	4.61700	0.00	0.00	5,000,000.00	0.00	
Mat Date: 6/25/2026										
17345	MTN	07/12/2021	06048WM64	1.20000	99.90567	1,000,000.00	0.00	1,000,000.00	0.00	3,200.00
		06/25/2026	0.00	1.23100	4.60400	0.00	943.33	999,056.67	0.00	
Subtotal				1.20000	99.90567	1,000,000.00	0.00	1,000,000.00	0.00	3,200.00
				1.23100	4.60400	0.00	943.33	999,056.67	0.00	



INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 09/30/2021

Run: 10/19/2021 05:15:43 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
Mat Date: 7/15/2026										
17346	FHLB	07/15/2021	3130AMYP1	1.12500	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	7,125.00
		07/15/2026	0.00	1.12500	4.66800	0.00	0.00	3,000,000.00	0.00	
			Subtotal	1.12500	100.00000	3,000,000.00	0.00	3,000,000.00	0.00	7,125.00
				1.12500	4.66800	0.00	0.00	3,000,000.00	0.00	
Mat Date: 7/21/2026										
17347	MTN	07/21/2021	17290A2M1	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,722.22
		07/21/2026	0.00	1.40000	4.65500	0.00	0.00	1,000,000.00	0.00	
			Subtotal	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,722.22
				1.40000	4.65500	0.00	0.00	1,000,000.00	0.00	
Mat Date: 7/30/2026										
17348	MTN	07/30/2021	06048WM72	1.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,033.33
		07/30/2026	0.00	1.20000	4.70100	0.00	0.00	1,000,000.00	0.00	
			Subtotal	1.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,033.33
				1.20000	4.70100	0.00	0.00	1,000,000.00	0.00	
Mat Date: 8/17/2026										
17349	MTN	08/17/2021	38150AH99	1.35000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,650.00
		08/17/2026	0.00	1.35000	4.73200	0.00	0.00	1,000,000.00	0.00	
			Subtotal	1.35000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,650.00
				1.35000	4.73200	0.00	0.00	1,000,000.00	0.00	
Mat Date: 8/28/2026										
17350	MTN	08/30/2021	48128G4X5	1.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,033.33
		08/28/2026	0.00	1.20000	4.78300	0.00	0.00	1,000,000.00	0.00	
17351	MTN	08/30/2021	48128G4X5	1.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	1,033.33
		08/28/2026	0.00	1.20000	4.78300	0.00	0.00	1,000,000.00	0.00	
			Subtotal	1.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	2,066.66
				1.20000	4.78300	0.00	0.00	2,000,000.00	0.00	
Mat Date: 9/15/2026										
17352	FHLB	09/24/2021	3130ANWH9	1.08000	100.02700	1,000,000.00	270.00	1,000,000.00	0.00	480.00
		09/15/2026	0.00	1.08000	4.83900	0.00	0.00	1,000,270.00	0.00	
			Subtotal	1.08000	100.02700	1,000,000.00	270.00	1,000,000.00	0.00	480.00
				1.08000	4.83900	0.00	0.00	1,000,270.00	0.00	
Mat Date: 9/24/2026										
17353	MTN	09/24/2021	06048WP20	1.25000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	243.06
		09/24/2026	0.00	1.25000	4.84600	0.00	0.00	1,000,000.00	0.00	



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Inv No.	Description	Purch Date Mat Date	CUSIP CPR/PSA	Coupon YTM TR	Sch Bk Price Duration	Original Face Notional Face	Unamort Premium Unamort Discount	Current Par Current Book	Amort Premium Amort Discount	Accrued Interest
Subtotal				1.25000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	243.06
				1.25000	4.84600	0.00	0.00	1,000,000.00	0.00	
Mat Date: 6/30/2030										
17090	VENTURA COUNTY INVE	01/24/2018		1.22000	100.00000	0.00	0.00	1,000,000.00	0.00	44,989.59
		06/30/2030	0.00	1.22000	8.32800	0.00	0.00	1,000,000.00	0.00	
16434	LOCAL AGENCY INVEST	07/01/2002		.22000	100.00000	0.00	0.00	75,000,000.00	0.00	42,166.67
		06/30/2030	0.00	.22000	7.89700	0.00	0.00	75,000,000.00	0.00	
Subtotal				.23316	100.00000	0.00	0.00	76,000,000.00	0.00	87,156.26
				.23316	7.90267	0.00	0.00	76,000,000.00	0.00	
Grand Total		Count 105		.57016	100.07001	198,209,000.00	217,134.84	274,209,000.00	39,565.21	388,736.71
				.49947	4.48694	0.00	25,152.94	274,400,981.90	26,951.16	