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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
December 14, 2021
Regular Meeting - 8:30 to 10:00 PM
(Temporary Time Change)
Zoom details to call-in for public comment during a meeting:

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 870 2807 2192**
3. **Passcode: 221152**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the Mayor calls for public speakers, press *9 to raise your hand to inform the clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

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. 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 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

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 / Committee Discussion / Public Comment)

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, FLAG SALUTE

B. 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.

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the November 23, 2021 regular meeting as presented.
   Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Public Works Department
   SUBJECT: Calleguas Water District Annexation at Garden City Acres Park. (0/5/5)
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Public Works Director to sign:
   1. The Landowners Request to Annex and Approval of Parcel Charge; and
   2. The Indemnification Agreement A-8401 between the Calleguas Municipal Water District and the City of Oxnard for the annexation of property located at 5302 Cypress Road.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/NvAoFDXKpvg
   Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
   SUBJECT: H.M. Holloway Solid Waste Landfill Site Visit Report. (0/5/5)
   RECOMMENDATION: That the Public Works and Transportation Committee receive and file a report on the Wastewater staff's visit to the City of Oxnard's biosolids disposal site in Lost Hills, California.

   Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/cKMrJiEMR64
   Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
   SUBJECT: First Amendment to Purchase Order #8349 with Badger Meters, Inc. for Advanced

Metering Infrastructure (AMI) Capable Water Meters. (0/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a First Amendment to Purchase Order #8349 with Badger Meters, Inc. in the amount of $150,000 for a new total not to exceed value of $250,000 for replacement water meters through September 1, 2022.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/f77QFDEXt3I
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Agreement A-8402 with Professional Security Consultants for Security Services at Various City Locations. (0/5/5)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the:

1. Mayor to execute Agreement A-8402 with Professional Security Consultants, for an initial term ending June 30, 2023 and the option to extend for two consecutive periods of one year each, not to surpass June 30, 2025, and for a total contract not-to-exceed amount of $2,660,000, for security services at various City locations; and

2. Purchasing Agent to execute amendments to Agreement A-8402 for a total term of three years and five months with a possible termination date of June 30, 2025 and a total not-to-exceed amount of $2,660,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/j5dKyVO2C0s
Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department
SUBJECT: Update to the Public Works and Transportation Committee Drought Condition Report of October 26, 2021. (0/10/5)
RECOMMENDATION: That the Public Works and Transportation Committee:

1. Recommend that the City Council approve the City stay in a Stage 2 water shortage condition pursuant to the City Council approved Resolution No. 14,741;
2. Provide feedback on the water conservation outreach, education, and enforcement plan; and
3. Provide feedback on a potential new resolution with the appropriate water shortage stage and conservation measures should a 0% allocation be finalized in Spring 2022.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/t6Sz_oR1Rgs
Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: December 14, 2021

TO: Public Works and Transportation Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works & Transportation Committee approve the minutes of the November 23, 2021 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 11 23 2021 Public Works & Transportation Committee

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS & TRANSPORTATION COMMITTEE
Regular Meeting
NOVEMBER 23, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 8:30 p.m., Chair Bert E. Perello called to order the regular meeting of the Oxnard City Council Public Works & Transportation Committee 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. Chair Perello and Member Vianey Lopez were present via videoconference. Member John C. Zaragoza was present in person.

Staff members present in person were Alexander Nguyen, City Manager; Paul Early, Assistant City Attorney; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Shiri Klima, Deputy City Manager; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Badaoui Mouderres, Technical Services & Water Quality Manager; Jan Hauser, Wastewater Division Manager; Tatiana Arnaout, Senior Civil Engineer; and Todd Vasquez-Housley, Environmental Resources Division Manager.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Public Works & Transportation Committee approve the minutes of the October 26, 2021 regular meeting as presented.

It was moved by Member Lopez, seconded by Member Zaragoza, to approve the meeting minutes as presented. Perello, Lopez, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Public Works Department

SUBJECT: Agreement A-8377 with U.S. Metro Group, Inc. to Provide Custodial Services for Citywide Park Restrooms.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the:

1. Mayor to execute Agreement A-8377 with U.S. Metro Group, Inc. for a term of one (1) year and the option to extend for two (2) consecutive periods of one (1) year each, not to

surpass January 31, 2025, and for a total contract not-to-exceed amount of $1,800,000, for custodial services for citywide park restrooms; and

2. Purchasing Agent to execute amendments to Agreement A-8377 for a total term of three (3) years with a possible ultimate termination date of January 31, 2025 and a total not-to-exceed amount of $1,800,000.

Steve Howlett, Assistant Public Works Director, presented and answered the Committee's questions. Public comments were received from Manuel Herrera. Discussion ensued among the Committee and staff.

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

2. Public Works Department

SUBJECT: Second Amendment to County of Ventura and Ventura County Watershed Protection District Agreement A-8295 - Harbor Beaches of Ventura County Bacteria TMDL Special Studies and Compliance Actions.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement A-8295 with the County of Ventura and the Ventura County Watershed Protection District in the amount of $71,288.54 for a new not to exceed contract amount of $232,958.54 and to extend the term to December 31, 2022, for the City of Oxnard's share of Harbor Beaches of Ventura County Total Maximum Daily Load special studies and compliance actions.

Michael Wolfe, Public Works Director; Badaoui Mouderres, Technical Services & Water Quality Manager; and Jan Hauser, Wastewater Division Manager, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

3. Public Works Department

SUBJECT: Agreement A-8381 with Woodard & Curran, Inc., for the Utility Master Plan Update Project PW 21-83.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Agreement A-8381 with Woodard & Curran, Inc., in the amount of $899,239 for a term of two years for the Utility Master Plan Update Project, Specification No. PW 21-83.

Michael Wolfe, Assistant Public Works Director and Tatiana Arnaout, Senior Civil Engineer answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

4. Public Works Department

SUBJECT: Agreements for On-Call Professional Engineering Services.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following on-call professional engineering agreements:

1. Agreement A-8384 with Twining, Inc. in the amount not to exceed $750,000 for a three-year term;
2. Agreement A-8385 with Earth Systems Pacific in the amount not to exceed $500,000 for a three-year term;
3. Agreement A-8386 with Construction Testing and Engineering, Inc. in the amount not to exceed $500,000 for a three-year term;
4. Agreement A-8387 with Black, O'Dowd, and Associates, Inc. in the amount not to exceed $1,000,000 for a three-year term;
5.Agreement A-8389 with Roesling Nakamura Terada Architects, Inc. in the amount not to exceed $1,000,000 for a three-year term;
6. Agreement A-8390 with SVA Architects, Inc. in the amount not to exceed $1,000,000 for a three-year term.
7. Agreement A-8396 with LSY Enterprise Inc. in the amount not to exceed $1,000,000 for a three-year term; and
8. Agreement A-8397 with TJKM Transportation Consultants in the amount not to exceed $1,000,000 for a three-year term.

Michael Wolfe, Public Works Director, answered the Committee's questions. No public comments were received. Discussion ensued among the Committee and staff.

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

5. Public Works Department

SUBJECT: Second Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short-Term Rental of additional Compressed Natural Gas (CNG) Residential Refuse Collection Vehicles for the Environmental Resources Division.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:

1. Approve and authorize the Mayor to execute a Second Amendment to Rental Agreement A-8221 with Big Truck Rental, LLC in the amount of $464,000 for a new total not to exceed $1,707,200 for a term of six months for the short-term rental of eight additional compressed natural gas (CNG) residential refuse collection vehicles; and

2. Approve a budget appropriation in the amount of $464,000 from the available fund balance in the Solid Waste Operating Fund (631).

Brian Yanez, Assistant Public Works Director, was available to answer the Committee's questions. No public comments were received.

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

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 9:46 p.m.

ROSE CHAPARRO
City Clerk

BERT E. PERELLO
Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: December 14, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Calleguas Water District Annexation at Garden City Acres Park. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Public Works Director to sign:
1. The Landowners Request to Annex and Approval of Parcel Charge; and
2. The Indemnification Agreement A-8401 between the Calleguas Municipal Water District and the City of Oxnard for the annexation of property located at 5302 Cypress Road.

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

BACKGROUND

The majority of Garden City Acres Park is located within the Calleguas Municipal Water District (Calleguas). The entire park was to be annexed in two phases, but only the north sections were completed in 2006. The southern parcel of the park (APN 223-0-090-095) was to be annexed as phase 2 of a housing development by VC Communities. However, it was not completed due to the process being abandoned by the developer. The southern part of the park remains outside of the Calleguas boundary and includes active landscaped areas with existing irrigation (Attachment 1). Staff explored removing the irrigation system from this parcel as a solution, but the cost to redesign the park with non-irrigated improvements within this parcel was cost prohibitive.

Calleguas is a wholesale supplier of water from the Metropolitan Water District of Southern California (Metropolitan) to the City of Oxnard. Therefore, any annexation into Calleguas must also include annexation into Metropolitan. The City may not provide water service, or issue any building permits that include water service, until this parcel is within the Calleguas boundary. This includes the City's water supply as it is also blended with water from Calleguas.

Currently, the southern portion of Garden City Acres Park is not within the Calleguas boundary. Therefore, the parcel must be annexed into the services areas of both Calleguas and Metropolitan pursuant to the California Water Code, Section 71611, Metropolitan Administrative Code, Section 4509, and Calleguas Ordinance No. 12, Section 5(a) to continue the use of City water.

DISCUSSION

Staff has been working with the Calleguas Municipal Water District to annex the remaining portion of Garden

City Acres Park. City staff utilized an existing Agreement with Encompass Consulting Group (ECG) to complete the map and legal description necessary for the annexation. With the map and legal description (Attachment 2) now complete, the only remaining items necessary for Calleguas to present the annexation to their Board for final approval is a signed Indemnification Agreement and a signed and notarized Landowner's Request to Annex and Approval of Parcel Charge (Attachments 3 & 4).

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 has paid a consultant, ECG, in the amount of $4,930 from the General Fund Parks budget to create a map and legal description for the utility annexation. There will be one-time annexation fees to Calleguas and Metropolitan for an estimated total amount of $8,500. Since these fees change annually, the total amount will not be known until the time of processing. However, the fees will be approximately $8,500 and there are sufficient funds in the City Council approved General Fund Parks operating budget to cover these costs. All annual parcel charges contained within the Landowners Request to Annex and Approval of Parcel Charge are waived as long as the parcel is owned by the City.

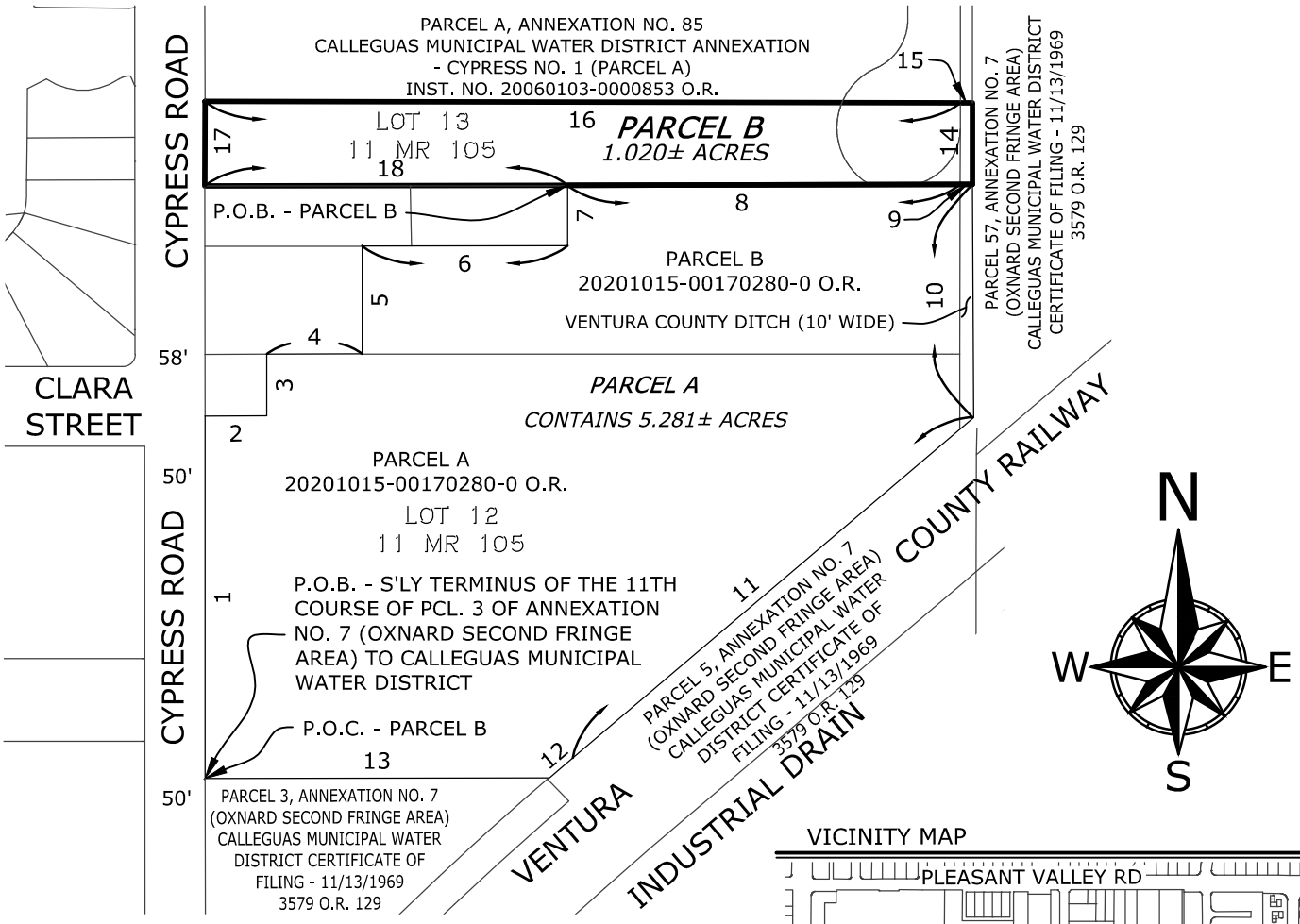
Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Calleguas Annexation Area
2. Map & Legal Description
3. Indemnification Agreement A-8401
4. Landowner's Request & Consent to Annex
5. Presentation

Cypress Rd
Garden City Acres Park
Cypress Rd
5976
5470

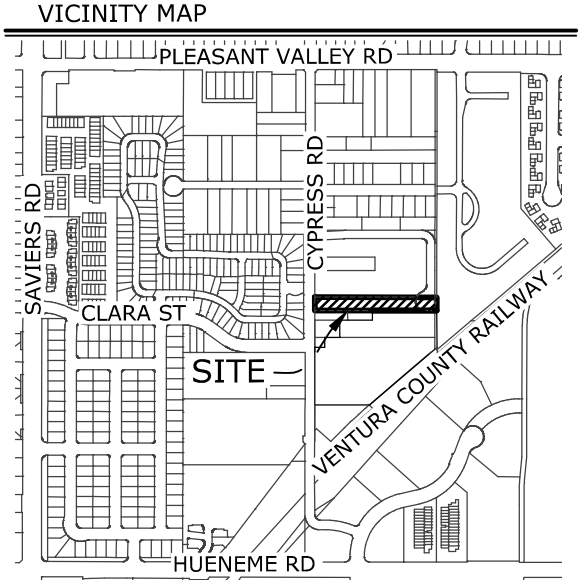
THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION



PROPOSED ANNEXATION BOUNDARY (CITY OWNED PARCEL)

NOTE: SEE SHEET 2 FOR LINE AND CURVE TABLE

VICINITY MAP



PROFESSIONAL LAND SURVEYOR
BENJAMIN P. HARDIN
NO 8552
STATE OF CALIFORNIA

BENJAMIN P. HARDIN, PLS 8552 — 11/18/2021 DATE

CALLEGUAS MUNICIPAL WATER DISTRICT ANNEXATION
(CALLEGUAS ANNEXATION NO. 106)
PARCELS A AND B

PORTIONS OF LOT 12 AND 13 OF THE GARDEN CITY ACRES TRACT, BEING A PORTION OF SUBDIVISION NO. 83 OF RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, PER 11 MR 105

Encompass Consultant Group

SCALE: 1"=150'

0 150 300

0467 0467LAFCO 1" = 150'

SHEET 1 OF 2

N:\projects\0467\geo\cad\0467ex03_city_lafco_pcl.dwg

DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

THIS EXHIBIT IS TO BE ATTACHED TO THE LEGAL DESCRIPTION

ANNEXATION LINE/CURVE TABLE			
LINE/CURVE	LENGTH	DIRECTION/DELTA	RADIUS
1	300.13	N00°02'00"W	-
2	51.00	N89°53'00"E	-
3	51.00	N00°01'00"W	-
4	78.99	N89°53'00"E	-
5	89.31	N00°02'00"W	-
6	170.00	N89°53'00"E	-
7	50.00	N00°02'00"W	-
8	324.91	N89°53'00"E	-
9	10.00	N89°53'00"E	-
10	192.65	S00°01'00"E	-
11	434.59	S49°32'00"W	-
12	25.22'	00°29'30"	2,939.40'
13	284.93	S89°53'00"W	-
14	70.00	N00°01'00"W	-
15	10.00	S89°53'00"W	-
16	624.93	S89°53'00"W	-
17	70.00	S00°02'00"E	-
18	300.00	N89°53'00"E	-

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Encompass Consultant Group

CALLEGUAS MUNICIPAL WATER DISTRICT ANNEXATION
(CALLEGUAS ANNEXATION NO. 106)
PARCELS A AND B

PORTIONS OF LOT 12 AND 13 OF THE GARDEN CITY ACRES TRACT, BEING A PORTION OF SUBDIVISION NO. 83 OF RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, PER 11 MR 105

0467 0467LAFCO 1" = 150'

SHEET 2 OF 2

DISCLAIMER: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

CALLEGUAS MUNICIPAL WATER DISTRICT ANNEXATION
(CALLEGUAS ANNEXATION NO. 106)

PARCEL B

Portion of Lot 13, and Ventura County Ditch, in the City of Oxnard, County of Ventura, State of California, as shown on the map of Garden City Acres Tract, filed in Book 11, Page 105 of Miscellaneous Records (Maps), described as follows:

COMMENCING at a point in the westerly line of Lot 12 of said Garden City Acres Tract, said point being the southerly terminus of the 11th course of Parcel No. 3 of Annexation No. 7 (Oxnard Second Fringe Area) to the Calleguas Municipal Water District, as described in Certificate of Filing recorded on November 13, 1969 in the Office of said County Recorder in Book 3579, Page 129 of Official Records of said County; thence, along the west line of said Lots 12 and 13, said west line also being the existing Calleguas Municipal Water District boundary, thence, North 0°02'00" West 300.13 feet to the Point of Beginning of Parcel A described in Instrument No. 20201015-00170280-0 of Official Records of said County; thence leaving said existing district boundary and along the 1st, 2nd, and a portion of the 3rd course of said Parcel A, the following three courses, thence, North 89°53'00" East 51.00 feet; thence, North 0°01'00" West 51.00 feet to a point in the north line of said Lot 12; thence, North 89°53'00" East 78.99 feet to the southwesterly corner of Parcel B described in said Instrument No. 20201015-00170280-0 of Official Records; thence, leaving said 3rd course of Parcel A and along the northwesterly line of said Parcel B the following four courses, North 0°02'00" West 89.31 feet; thence, North 89°53'00" East 170.00 feet; thence, North 0°02'00" West 50.00 feet, to the **POINT OF BEGINNING**, thence,

1st - North 89°53'00" East 324.91 feet to the northeasterly corner of said Parcel B; thence, continuing along the easterly prolongation of the previously described course,

2nd - North 89°53'00" East 10.00 feet to the east line of said Ventura County Ditch, 10.00 feet wide, said east line being also the westerly line of Parcel No. 57 of said Annexation No. 7 (Oxnard Second Fringe Area) to the Calleguas Municipal Water District, and also being the existing boundary of said Calleguas Municipal Water District; thence, along said east line and the existing boundary of said Calleguas Municipal Water District,

3rd - North 0°01'00" West 70.00 feet to the easterly terminus of the 6th course of Parcel A of Annexation No. 85 (Cypress No. 1) to the Calleguas Municipal Water District, as described in Certificate of Completion recorded on January 3, 2006 in the Office of said County Recorder as Instrument No. 20060103-0000853 of Official Records of said County; thence, continuing along the existing boundary of said Calleguas Municipal Water District, said 6th course of Parcel A, and the 7th course of said Parcel A, the following three (3) courses,

4th - South 89°53'00" West 10.00 feet to the westerly line of said Ventura County Ditch, 10.00 feet wide, thence,

5th - South 89°53'00" West 624.93 feet, to the easterly line of Cypress Road, 50.00 feet wide, thence along said easterly line,

6th - South 00°02'00" East 70.00 feet to the easterly prolongation of the north line of said Parcel B, thence leaving said easterly line, along said prolongation,

7th - North 89°53'00" East 300.00 feet, more or less, to the **POINT OF BEGINNING**.

Containing 1.020 acres, more or less.

Disclaimer: for assessment purposes only. This description of land is not a legal property description as defined in the subdivision map act and may not be used as the basis for an offer for sale of the land described.

10/6/2021

Benjamin P. Hardin, PLS 8552 Date

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into as of _____, 2021, between CALLEGUAS MUNICIPAL WATER DISTRICT ("Calleguas) and the CITY OF OXNARD ("Annexee") with reference to the following recitals:

RECITALS

A. Annexee is the owner of certain real property located in the City of Oxnard in the County of Ventura, State of California, identified as Assessor's Parcel Number 223-0-090-095 and more particularly described on Exhibit A attached hereto (the "Property"). Annexee has requested that the Property be annexed to Calleguas Municipal Water District and to Metropolitan Water District of California as part of the Annexation referred to as Calleguas Municipal Water District Annexation – Cypress Place at Garden City/Garden City Acres Park "Annexation No. 106".

B. Annexation to Calleguas must be approved by the Ventura County Local Agency Formation Commission ("LAFCo") under the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000. As a condition of consideration of such application for annexation (the "Application") LAFCo requires indemnification by Calleguas against any liability arising out of or in connection with the Application.

C. Calleguas requests indemnification from Annexee, and Annexee agrees to indemnify Calleguas, in connection with the Application as provided in this Agreement.

IN CONSIDERATION of the foregoing recitals, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed:

To the fullest extent permitted by law, Annexee shall defend, indemnify and hold harmless Calleguas, its directors, officers, employees, or authorized volunteers, and each of them, from and against any claim, action or proceeding, or any loss or liability incurred by any of them resulting from any claim, action or proceeding, the purpose of which is to attack, set aside, void or annul, in whole or in part, LAFCO's action on the Application or on the environmental documents submitted to support it ("Claims"). Such indemnification shall include, without limitation, all damages, costs, expenses, and attorney's fees, that may be asserted by any person or entity, including Annexee, with respect to such Claims or in connection with the Application, except to the extent resulting from the negligence or intentional misconduct of Calleguas.

CALLEGUAS MUNICIPAL WATER DISTRICT

By:_____ Dated: _____

Anthony Goff
General Manager

ANNEXEE: CITY OF OXNARD

By_____ Dated: _____

Michael L. Wolfe, P.E.
Director of Public Works

RECORDING REQUESTED BY AND WHEN RECORDED, RETURN TO:

Calleguas Municipal Water District
2100 Olsen Road
Thousand Oaks, CA 91360-6800

This space for Recorder's use only.

LANDOWNER'S REQUEST TO ANNEX AND APPROVAL OF PARCEL CHARGE

I represent the owner of the property located at 5302 Cypress Road in the City of Oxnard, in the County of Ventura, State of California identified as Assessor's Parcel Number APN 223-0-090-095 and more particularly described in Exhibit "A", attached. I specifically request annexation of this property to Calleguas Municipal Water District and to Metropolitan Water District of Southern California pursuant to the terms and conditions to be set by the respective Districts and the Ventura County Local Agency Formation Commission. The site is the southern portion of the existing Garden City Acres Park, and the remainder of the park is already within the service area of Calleguas Municipal Water District and Metropolitan Water District of Southern California.

I acknowledge the fact that Calleguas Municipal Water District and The Metropolitan Water District of Southern California have in place a Standby Charge or Parcel Charge levied pursuant to the California Government Code. I hereby give our consent to the District to levy Standby Charges on annexed lands at the rates and formulae adopted for Fiscal Year 2021-2022 and any subsequent years in which either or both Boards of Directors may vote to approve and adopt said Standby Charges. Furthermore, this consent shall remain as a covenant with the land annexed into the Districts and recorded as such in the appropriate form and manner.

PROPERTY OWNER:

CITY OF OXNARD

By_____ Dated: _____
Michael L. Wolfe, P.E.
Director of Public Works

Calleguas Water District Annexation at Garden City Acres Park

Public Works and Transportation Committee
December 14, 2021

Steve Howlett
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Public Works Director to sign:

1. The Landowners Request to Annex and Approval of Parcel Charge; and

2. The Indemnification Agreement A-8401 between the Calleguas Municipal Water District and the City of Oxnard for the annexation of property located at 5302 Cypress Road.

BACKGROUND

Currently:

- The majority of Garden City Acres Park is located within the Calleguas Municipal Water District (Calleguas).
- The entire park was to be annexed in two phases, but only the north sections were completed in 2006.
- The southern parcel of the park (APN 223-0-090-090) was to be annexed as phase 2 of a housing development by VC Communities. However, it was not completed due to the process being abandoned by the developer.
- Staff explored removing the irrigation system from the southern parcel, but the cost to redesign the area with non-irrigated improvements was cost prohibitive.

BACKGROUND

DISCUSSION

- For water service to continue in the southern portion of Garden City Acres Park, the parcel must be annexed into Calleguas.

- Since Calleguas is a wholesale supplier of water from the Metropolitan Water District of Southern California (Metropolitan), any annexation into Calleguas must also include Metropolitan.

- City staff utilized an existing Agreement with Encompass Consulting Group (ECG) to complete the map and legal description necessary for the annexation.

- The only remaining items necessary for Calleguas to present the annexation to their Board for final approval is: 1. signed Landowner's Request to Annex and Approval of Parcel Charge, and 2. signed Indemnification Agreement between Calleguas and the City of Oxnard.

FINANCIAL IMPACT

- The City has paid a consultant, ECG, in the amount of $4,930 from the General Fund Parks budget to create a map and leg description for the utility annexation.

- There will be one time annexation fees to Calleguas and Metropolitan for an estimated total amount of $8,500.

- There are sufficient funds in the City Council approved General Fund Parks operating budget to cover these costs.

QUESTIONS
ANSWERS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: December 14, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: H.M. Holloway Solid Waste Landfill Site Visit Report. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee receive and file a report on the Wastewater staff's visit to the City of Oxnard's biosolids disposal site in Lost Hills, California.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/cKMrJiEMR64

BACKGROUND

On September 28, 2021, staff from the Wastewater Division visited the H.M. Holloway Waste Landfill (Holloway), located at 13850 Holloway Road, Lost Hills, California, which has been the City of Oxnard's wastewater biosolids disposal site since 2018. The City Council approved a new contract with Holloway on October 5, 2021, for an additional three years of biosolids disposal from the City of Oxnard Wastewater Treatment Plant (OWTP).

The site is about 130 miles from the Oxnard Wastewater Treatment Plant in northwestern Kern County. The location is very rural with mostly oil fields nearby. The closest town is Lost Hills, approximately 4.5 miles away. The purpose of this visit was to get a general overview of the site and discuss its operations.

Staff was escorted throughout the site by Jeff Rogers, Logistics & Safety Manager for Holloway. Prior to entering the landfill operation, staff was required to watch a 15 minute site specific safety video. Mr. Rogers toured staff around the primary operational areas of the site including the certified weigh scales, gypsum mining operation, and active landfill. The site tour lasted slightly over two hours.

Holloway owns over 1,600 acres of property, of which approximately 330 acres are permitted for non-hazardous landfilling. The remainder of the property is used for gypsum mining. The landfill area consists of 170 acres used for active landfilling and 160 acres of non-disposal areas. The landfill area was created by retired gypsum mining open pits.

The site is permitted as a Class III non-hazardous waste landfill. They accept dewatered biosolids; cogeneration ash (flyash); auto shredded waste; lime; and sandblast material. The biosolids and flyash are mixed on-site and placed in a segregated landfill cell. No other waste is commingled with the biosolids/flyash mixture. No other waste such as household waste is accepted at the landfill.

The permitted disposal cells are lined with low permeability clays. The site includes a leachate collection system that functions like a French drain for the purpose of collecting water that leaches through the landfilled material. The most recent monitoring report indicated the leachate system is dry.

The landfill includes 12 groundwater monitoring wells that encircle the site. They are required by permit for the purpose of testing the local groundwater quality. Groundwater is between 55 feet and 95 feet below the ground surface.

Biosolids are delivered in tractor-trailers that are weighed at certified scales for reporting and billing purposes. The trucks then enter the landfill site and dump their load at specified locations. Trailers are washed at a wash station before leaving the site.

In addition to the site tour, staff received the following documents for review:

- Conditional Use Permit
- Waste Discharge Permit issued by the California Regional Water Quality Control Board
- First Half 2021 Semi-Annual Groundwater Monitoring Report
- Solid Waste Facility Permit issued by the Kern County Public Health Services Department

Our overall impression is that the landfill is very well run. Staff was very professional and answered all questions.

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.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Site Visit Photos
2. Presentation

Holloway Site Visit Photos

Photo 1 - Certified Scales

Photo 2 – Biosolids Landfill Pit “G”

Photo 3 – Oxnard Biosolids Unloading in Cell “G”

Photo 4 – Biosolids Delivery

Photo 5 – Trailer Wash Station

Photo 6 – Adjacent Oil Fields

WASTEWATER STAFF SITE VISIT TO HOLLOWAY BIOSOLIDS DISPOSAL SITE

Public Works and Transportation Committee
December 14, 2021

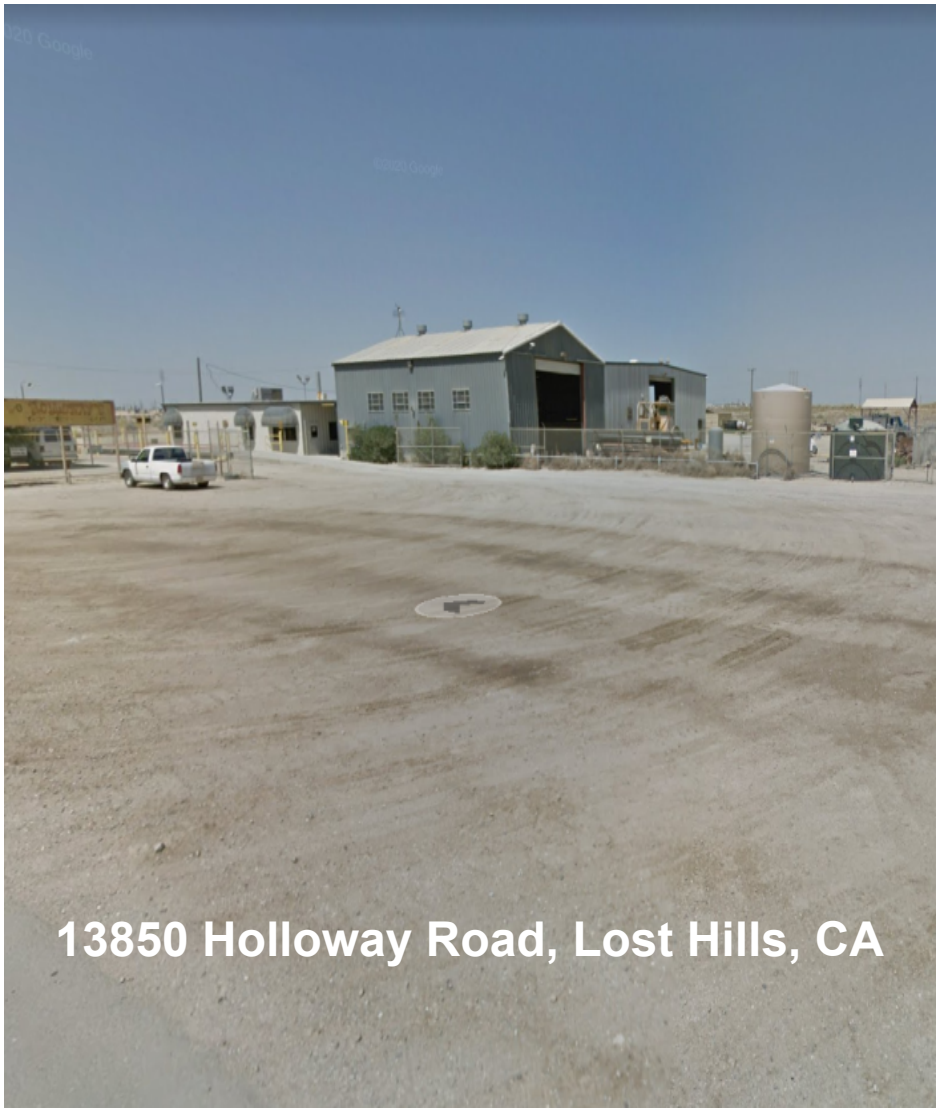
Jan Hauser,
Wastewater Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee receive and file a report on the Wastewater staff's visit to the City of Oxnard's biosolids disposal site in Lost Hills, California.

HOLLOWAY LANDFILL SITE VISIT



On September 28, 2021, Wastewater Division staff visited the H.M. Holloway Waste Landfill

This site has been responsible for receiving Oxnard's biosolids since 2018

Holloway Landfill is located about 130 miles from the Oxnard Wastewater Treatment Plant

The location is very rural with mostly oilfields in the surrounding area

The nearest town is approximately 4.5 miles away

HOLLOWAY LANDFILL SITE VISIT

Holloway owns over 1,600 acres of property

330 acres are permitted for non-hazardous landfilling

170 acres for active landfilling

HOLLOWAY LANDFILL SITE VISIT

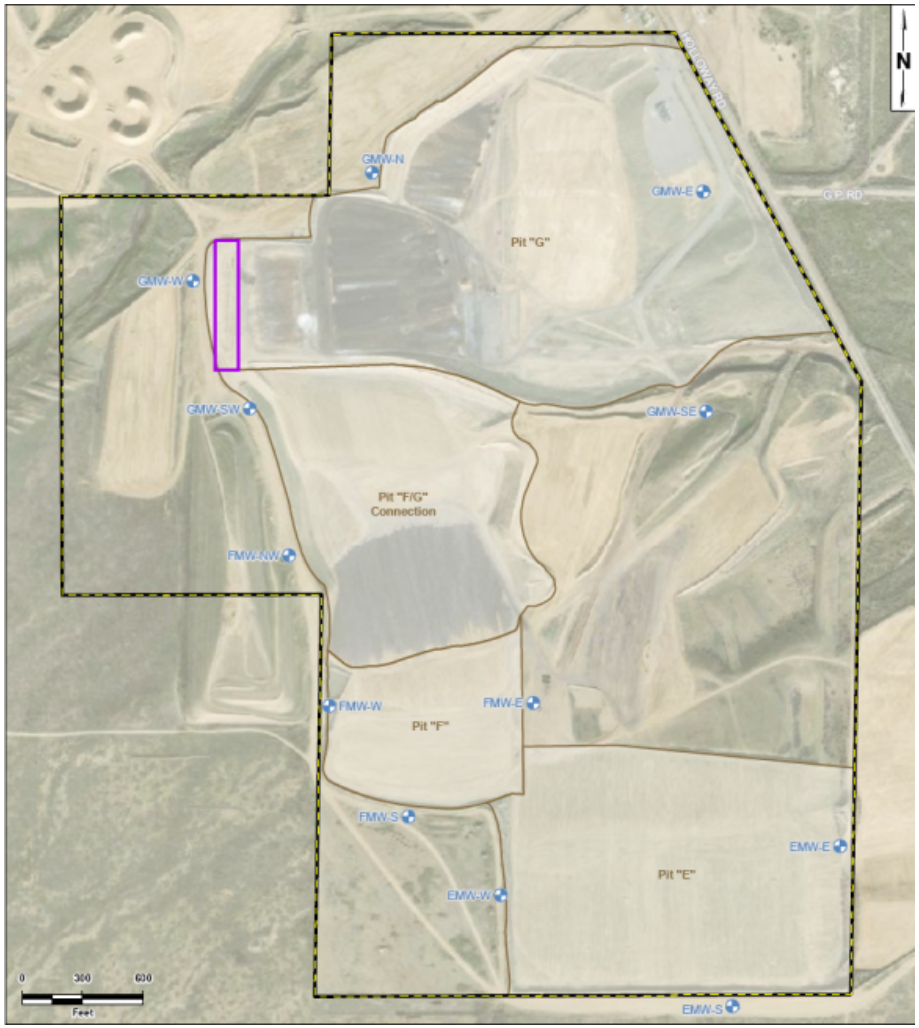
Certified Scales

Site tour included:

- Certified Weigh Scales
- Gypsum Mine
- Wash Station
- Biosolids Landfill

The site is a Class III non-hazardous waste landfill that accepts:

- Dewatered Biosolids
- Cogeneration Ash (Flyash)
- Auto shredded waste
- Lime
- Sandblast material



HOLLOWAY LANDFILL SITE VISIT

- The disposal cells are clay lined
- Includes a leachate collection system
- The landfill includes 12 groundwater monitoring wells
- There were no compliance issues in their most recent report

In addition to the site tour, Oxnard staff received the following documents for review:

- Solid Waste Permit
- Waste Discharge Permit
- Conditional Use Permit
- 2021 Groundwater Monitoring Report

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: December 14, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: First Amendment to Purchase Order #8349 with Badger Meters, Inc. for Advanced Metering Infrastructure (AMI) Capable Water Meters. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a First Amendment to Purchase Order #8349 with Badger Meters, Inc. in the amount of $150,000 for a new total not to exceed value of $250,000 for replacement water meters through September 1, 2022.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/f77QFDEXt3I

BACKGROUND

The City of Oxnard's Water Division is responsible for the transmission and distribution of potable water and recycled water to City customers. The Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to customers. The City 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, over 500 miles of transmission and distribution pipelines and over 41,000 existing meters.

The City currently has a Sensus drive and read automated meter reading (AMR) system. These meters have ended their 10-year expected life as most of the meters were installed between 2002-2008 and, as a result, we are experiencing increased failures as well as under registering throughout the system. The meter failures have required that staff read meters and enter billing information manually and replace meters that are no longer registering water use. There are over 41,000 existing meters throughout the City, and of those, approximately 10,000 meters are currently being read manually with approximately 20-30 meters failing every week.

On September 27, 2021, the City's Purchasing Manager approved and executed a negotiated single-source Purchase Order with Badger Meters, Inc. (Badger) for $100,000. Badger has been providing meters to the City since March 30, 2020.

DISCUSSION

On October 19, 2021 the City Council approved the City-wide Advanced Meter Infrastructure (AMI) replacement project, which is a multi-year process. However, Water staff members still have the need to

replace failing AMR meters until the AMI project is completed. The meters need to be AMI capable. Therefore, in effort to align operations with the new AMI replacement project that was awarded to Badger, staff will need to continue to purchase Badger meters. These purchased meters will also be used for new development projects, which are reimbursed to the water division by the developers. Staff recommends an amendment to Purchase Order #8349 for an additional $150,000 with Badger to ensure future compatibility when the meters are installed.

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 First Amendment to Purchase Order #8349 with Badger Meter Inc. for water meters is $150,000 for a total new value of $250,000 through September 1, 2022. There is sufficient funding from available Fiscal Year 2021-22 appropriations in the Water Operating Fund 601 (account 601-6003-843.8121) to cover this amendment. If not fully expended in Fiscal Year 2021-22, any funding needed in the subsequent fiscal year for this purchase order will be requested during the annual budget process.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. PO 8349 Badger Meter Inc
2. Presentation

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

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

PURCHASE ORDER NO. 008349

DATE: 11/16/2021

VENDOR PHONE: (800)876-3837
VENDOR FAX: (888)371-5982
VENDOR #: 11516
VENDOR ADDRESS: BADGER METER INC.
4545 W. BROWN DEER ROAD
MILWAUKEE, WI 53223

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
08/30/2022	0000005711	09/20/2021	THERESA M. SZAFRANSKI, AS
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	60160038438121		RENEE KNIGHT

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	100,000.00 / DL	AUTOMATED METER READING SYSTEM W/ AN AMI FOR WATER	1.0000	100,000.00

CHANGE ORDER

NSS FORM PO REQUEST FOR AUTOMATED METER READING (AMR) SYSTEM WITH AN ADVANCED METERING INFRASTRUCTURE (AMI) FOR WATER DIVISION-PW 17-32R SOLICITATION WAS AWARDED TO BADGER SO IT IS NECESSARY TO HAVE AN NSS FORM FOR THE PURCHASE OF METERS TO BE COMPATIBLE-PO FROM 10/01/2021 TO 08/30/2022 NTE $100,000 FROM ACCT# 601-6003-843-81.21.NO NEED FOR BTC OR INSURANCE AS THIS WILL BE THIRD PARTY CARRIER AND NO SERVICE REQUIRED BY BADGER.
NO BTC RQRD*AM
11/16/21 - Request NTE increase to $250K for Council approval - ERR

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

PURCHASE ORDER

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

PURCHASE ORDER NO. 008349

DATE: 11/16/2021

VENDOR PHONE: (800)876-3837
VENDOR FAX: (888)371-5982
VENDOR #: 11516
VENDOR ADDRESS: BADGER METER INC.
4545 W. BROWN DEER ROAD
MILWAUKEE, WI 53223

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
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FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	60160038438121		RENEE KNIGHT

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT **$100,000.00**

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

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

AUTHORIZED SIGNATURE. _____

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

First Amendment to Purchase Order #8349 with Badger Meters, Inc. for Advanced Metering Infrastructure (AMI) Capable Water Meters

Public Works and Transportation Committee
December 14, 2021

Omar Castro
Water Division Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a First Amendment to Purchase Order #8349 with Badger Meter, Inc. in the amount of $150,000 for a new total not to exceed value of $250,000 for replacement water meters through September 1, 2022.

BACKGROUND

- The City of Oxnard's Water Division delivers over 20 million gallons per day of safe and reliable potable water and recycle water to customers

- The Water Division Operates and maintains Over 41,000 meters throughout the City. Approximately 10,000 meters are currently being read manually with approximately 20-30 additional meters failing every week

- The current negotiated single-source purchase order with Badger Meter, Inc. for water meters is $100,000

DISCUSSION

- On October 19, 2021, Council approved the City-wide Automated Meter Infrastructure (AMI) project with Badger Meter Inc.
- Staff still needs to replace failing meters because the AMI project is a multi-year process as well as supply meters for new developments
- Badger meters should be purchased for future compatibility with AMI
- Staff recommends amending the existing purchase order with Badger to increase the contract capacity

FINANCIAL IMPACT

- Total cost for this purchase order with Badger Meters, Inc. for meters is $250,000 through September 1, 2022

- Cost will be funded from available appropriations in the Water Operating Fund 601

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: December 14, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement A-8402 with Professional Security Consultants for Security Services at Various City Locations. (0/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the:

1. Mayor to execute Agreement A-8402 with Professional Security Consultants, for an initial term ending June 30, 2023 and the option to extend for two consecutive periods of one year each, not to surpass June 30, 2025, and for a total contract not-to-exceed amount of $2,660,000, for security services at various City locations; and

2. Purchasing Agent to execute amendments to Agreement A-8402 for a total term of three years and five months with a possible termination date of June 30, 2025 and a total not-to-exceed amount of $2,660,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/j5dKyVO2C0s

BACKGROUND

The Public Works Department (Public Works) is responsible for the operation of the City's Oxnard Transportation Center (OTC), Water Campus, Oxnard Wastewater Treatment Plant (OWTP) and its Headworks Facility, the Advanced Water Purification Facility (AWPF), and the Del Norte Regional Recycling and Transfer Station (Del Norte). These facilities are located in the City of Oxnard and provide essential public utility services for the residents of Oxnard and the west Ventura County region. These facilities currently utilize private security. However, the security services for these locations have been under separate agreements. As a result, and to ensure efficiency and contract management, staff solicited services in order to consolidate all locations under a single agreement. Staff will be able to have a single point of contact with the vendor as well as minimize the time spent by administering only one agreement.

DISCUSSION

These City facilities require the security services to act as a first deterrent for unwanted activity; ensure the safety of personnel, protect property, customers, and the public; and guard against vandalism. Furthermore, the presence of security patrol has reduced the frequency of after-hours access, vandalism, property damage and thefts at all facilities and provides immediate reporting to public safety if property damage is observed from fire, flooding or other hazardous incidents.

On September 9, 2021, the City issued a formal Request for Proposal (RFP) PW 22-22 for security services at multiple locations and closed on September 30, 2021. The City received 13 proposals that were reviewed by Public Works Staff and Oxnard Police Department's Patrol Watch Commander. Interviews were conducted with the top three bidders as part of the selection, as well as reviewing costs, experience and qualifications.

Professional Security Consultants (PSC) was selected through the awarding process, pursuant to the process as outlined in the Oxnard Municipal Code, as the provider for security services at all identified City locations. The RFP includes the site specific security and patrol requirements to ensure each location has the required level of service for staff safety, public safety, and that City assets are adequately protected. Staff has confirmed that PSC 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.

This agreement with PSC includes armed and unarmed security services. The Water Campus is the only facility that utilizes armed security services due to critical infrastructure and transient activity in the area. These armed security services will be provided from 6:00 p.m. to 7:00 a.m. during weekdays and around the clock on weekends and holidays.

The all-inclusive hourly rates for security services are shown in Table 1. These rates include all costs necessary to service each facility, including equipment and vehicles.

TABLE 1

SERVICE TYPE	HOURLY RATE UNARMED	HOURLY RATE ARMED
Guard	$25.54	$27.22
Additional Guard	$25.54	$27.22
Supervisor	$25.54	$27.22

Table 2 provides the location and lot size for each facility.

TABLE 2

CITY FACILITY	LOCATION	ESTIMATED LOT SIZE (ACREAGE)
Oxnard Transportation Center	201 East Fourth Street	8
Water Campus	251 South Hayes Avenue	4.9
OWTP & Headworks Facility	6001 Perkins Road/ 5741 Perkins Road	30
AWPF	5700 Perkins Road	4.7
Del Norte	111 Del Norte Boulevard	16

Based on the needs and size of the facilities, security guards will be assigned accordingly.

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 Agreement with PSC shall not exceed $2,660,000 through June 30, 2025, if extended. Services will commence February 1, 2022. Sufficient funds are available in the respective funds for FY 2021-22 for February through June 30, 2022. Funding for future years will be included in proposed Operating Budgets for the City Council's consideration.

The following table shows the estimated spending plan for all divisions which also includes any potential increases after the initial term. The "As-needed" amounts are a contingency that will be applied for any unforeseen additional security needs such as public events, natural and/or mechanical damage, or excessive vandalism. Increases to the agreement are estimated and per the terms, updated annual pricing must be submitted to the City in writing, no later than the April 1st preceding the renewal date. Increases shall not exceed the ConsumerPrice Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for March.

FACILITY	ACCOUNT	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	TOTAL
OTC	213-3110-803-82-09	$110,000	$260,000	$273,000	$287,000	$930,000
Water Campus	608-6015-842-8209	$70,000	$165,000	$173,000	$182,000	$590,000
OWTP	621-6202-842-8209	$35,000	$80,000	$85,000	$88,000	$288,000
AWPF	601-6012-842-8209	$20,000	$40,000	$42,000	$45,000	$147,000
Del Norte	638-6315-842-8209	$65,000	$145,000	$155,000	$160,000	$525,000
As-needed Services	Various	$30,000	$50,000	$50,000	$50,000	$180,000
Total		**$330,000**	**$740,000**	**$778,000**	**$812,000**	**$2,660,000**

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. PSC - A-8402
2. Presentation

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: February 01, 2022

(2) Vendor: Professional Security Consultants

(3) Services: Security Services for Various City Locations

(4) Schedule of Services: The services must be completed within 515 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: June 30, 2023

(6) Total Agreement Amount: $2,660,000

(7) City's Project Manager: Brian Yanez, Assistant Public Works Director

(8) Vendor's Project Manager: Juan Zuniga, Regional Security Director

(9) Insurance Coverage: INS-C

(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:

11454 San Vicente Boulevard
Los Angeles, CA 90049
Attn: Juan Zuniga, Regional Security Director

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Brian Yanez, Assistant Public Works Director

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

jzuniga@pscsite.com

CITY'S PROJECT MANAGER:

brian.yanez@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
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☒ Living Wage Policy Exhibit
☐ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-C)

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

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

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

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

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

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

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

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

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, 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

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

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

APPROVED AS TO FORM:

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

PROFESSIONAL SECURITY CONSULTANTS

Uri Gal, President [2] Date 11/30/2021

Shaul Maouda, Senior Vice President Date 11/30/21

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

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

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

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

SCOPE OF SERVICES EXHIBIT

LOCATION SCOPE OF SERVICES

Oxnard Transportation Center (OTC):

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – **OXNARD TRANSPORTATION CENTER (OTC)**

Vendor shall provide unarmed security services for the City of Oxnard's Oxnard Transportation Center (OTC), located at 201 East Fourth Street:

Background Information

The Oxnard Transit Center (OTC) is a two-story, 13,000 square feet brick motif building that opened in 1986. The total facility area is slightly over five acres, and includes parking lots, bus and rail loading facilities, and landscaped areas. During business hours, the Patrol security officers staffing operations at the OTC are Monday - Friday from 5:00 am to 10:30 pm, and Saturday and Sunday from 6:00 am to 10:30 pm. After business hours, the Patrol security officers staffing operations at the OTC are Monday - Friday from 10:30 pm to 5:00 am, and Saturday and Sunday from 10:30 pm to 6:00 am. The OTC is a multi- model transportation facility and is open every day of the year (365 days per year), including City holidays. Security cameras and an indoor concierge desk provide a central location for security officers and high visibility for the patrons, employees, and business owners. The City has closed circuit television surveillance cameras inside and outside the building, with a central station at the concierge desk where the security guards are stationed. Most of the cameras have pan-tilt- zoom features.

Security hours are as follows

Monday through Friday
5:00 am – 10:30 pm

Saturday through Sunday
6:00 am – 10:30 pm

After-Hours Security

Monday through Friday
10:30 pm – 5:00 am

Saturday through Sunday
10:30 pm – 6:00 am

Service Description

Vendor will provide patrol unarmed security services to the OTC located at 201 East Fourth Street and its associated public parking lots on Meta Street, East Fourth Street, and 273 East Fifth Street. The vendor is expected to serve as the City's main customer contact for visitors to the Oxnard Transit Center during business hours. The City does not have an on-site property manager so the lead on-site security guard will serve as a liaison to notify City staff of issues about property management that require repairs to the premises. The main concentration of patrol time during open hours is located in and around the OTC and its surrounding parking lots and train and bus loading platforms. Attachment 1- Aerial Map for OTC is a map of the facility. This facility will require a patrol vehicle.

Service During Operational Hours

- **Monday through Friday**
  - **5:00 am to 9:00 am one (1) uniformed security guard**
  - **9:00 am to 6:00 pm two (2) uniformed security guards**
  - **6:00 pm to 10:30 pm one (1) uniformed security guard**
- **Saturday through Sunday**
  - **6:00 am to 10:30 am one (1) uniformed security guard**
  - **9:00 am to 5:00 pm two (2) uniformed security guards**
  - **5:00 pm to 10:30 pm one (1) uniformed security guard**

1. Patrols will take place periodically by a variety of means. Patrols may include vehicles, bicycle, foot, video surveillance, and a combination thereof.
2. It is up to the vendor to schedule their employees according to the hours above. The City will not pay the vendor for any over-time hours under any conditions.

Service During Non-Operational Hours-Night Patrol

During the overnight hours, non-operational hours, a standing guard is not required for the duration, however, six (6) random nightly patrols between the hours of 10:30pm and 5:00am.

One (1) uniformed security guard shall provide random roaming security checks at the OTC, including all parking lots, overpass stairs, bus platform, train platform and the perimeter of the building.

One (1) uniformed security guard shall perform at least six (6) random patrols (including foot patrols) pernight on a rotating random basis. Patrols should not be at the same time on any given evening.

Security guard Responsibilities - Assigned Security guard will:

1. Patrol assigned areas as required. The assigned areas include:
   a. bus platforms
   b. train platforms
   c. lobby and kiosks areas
   d. restrooms
   e. waiting areas
   f. public areas within and outside the building
   g. both long-term and short-term parking lots
2. Report abandoned vandalized and/or unregistered vehicles to Oxnard Police.
3. Discourage loitering on the premises including all landscaped areas.
4. Observe and report any illegal or hazardous activities and/or items to law enforcement immediately. The OTC manager is to be notified of the disposition of the law enforcement response as soon as possible.
5. Provide information as directed to employees, the public, and visitors of the OTC.
6. Determine loss, damage, or misuse of the property.
7. Open and close the OTC, utilizing the alarm systems.
8. Regularly survey the security and safety status of the OTC area and report findings.
9. Assist in the evacuation of OTC area patrons and employees as necessary.
10. Monitor activity occurring within the OTC and on the OTC property.
11. Investigate any suspicious activity and notify law enforcement when appropriate.
12. Assist fire department, medical services, and police agencies as necessary.
13. Maintain and update the security procedures manual, commonly known as "Post Orders."

14. Maintain a professional appearance at all times.
15. Provide a daily log noting exceptional events and observations.
16. Operate the closed circuit television system and maintain its records as required by the City's records retention policies.
17. Locate persons who are disturbing patrons or engaging in illegal activities at the OTC. Advise those who are impeding normal operations or engaging in illegal activities at the OTC to leave theproperty.
18. Maintain photographic and written records of banned persons, habitual offenders, and persons who have been advised about trespassing.
19. Provide one copy of any subpoena for records to the City of Oxnard Office of the City Attorney, 305 West Third Street, East Wing, First Floor, Oxnard, CA 93030 within 48 hours of receiving a subpoena. Provide notice to the property manager of any subpoena for records within 48 hours of receiving a subpoena.
20. Serve as a liaison to notify City staff of issues about property management that require repairs to the premises.

Water Campus:

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – **WATER CAMPUS**

Vendor shall provide armed security services to the City of Oxnard's Water Campus located at 251 South Hayes Avenue.

Security Patrols

Vendor security patrols will include visual inspections of the Water Campus and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. Vendor shall perform regular visual inspection of parking lots, Meter Shop, Distribution Shop, container storage, Administration Building, Multi-Purpose Facility, Reverse Osmosis Plant, and the surrounding area of the Water Campus. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

After-Hours Security

Security hours are as follows:

Monday through Friday (13 hours)
12:00 am – 7:00 am
6:00 pm – 11:59 pm

Saturday (24 hours)
12:00 am – 11:59 pm

Sunday and Holidays (24 hours)
12:00 am – 11:59 pm

Vendor shall provide armed security services to the entire Water Campus, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency. This facility will require a patrol vehicle. Attachment 2 - Water Campus Aerial Map.

VENDOR RESPONSIBILITIES

1. Vendor shall maintain a daily post log noting exceptional events and observations and provide copies to the City.
2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.

Oxnard Wastewater Treatment Plant (OWTP) and Headworks Facility:

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – **WASTEWATER TREATMENT PLANT (OWTP) and HEADWORKS FACILITY**

Vendor shall provide one unarmed uniformed security guard during after-hours to provide security patrols and to monitor surveillance cameras at the Wastewater Treatment Plant (OWTP) located at 6001 Perkins Road, Headworks Facility located at 5741 South Perkins Road, Oxnard, California 93033. Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. Vendor shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols - OWTP and Headworks Facility

Vendor shall provide roving security patrol of the OWTP and Headworks facilities throughout the duration of the hours noted below. Security Patrols shall ensure all facilities are secure through physical inspection of facility gates and building doors. Primary responsibility is to ensure that all persons on any of the two (2) sites are duly authorized. Security personnel shall make contact with any unknown individuals on the sites to determine proper authorization and purpose for access to the facility. All areas within the fence line shall be monitored on a continuous basis for unauthorized intruders. Security personnel will not be required to enter buildings. Only one (1) vehicle will be required and shall be shared among the OWTP, Headworks and AWPF facilities. Attachment 3 - Aerial Map for OWTP is a map of the facility.

After- Hours Security - OWTP and Headworks Facility

Security hours are as follows:

Monday through Sunday (12 hours)
6:00 pm – 6:00 am

Vendor shall immediately notify Wastewater staff and City of Oxnard Police of any unauthorized activities or emergencies.

The OWTP is staffed continuously, 24 hours per day, 365 days per year. Therefore, security personnel shall check in with OWTP staff upon arrival at the facility and check out at the end of each shift. Daily logs shall be submitted at the end of every shift.

The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day.

The OWTP and Headworks are working facilities with tanks, pumps, and other potentially dangerous equipment. Vendor is notto enter any building, tank or other facility without prior written authorization or escort from City staff.

Advanced Water Purification Facility (AWPF):

The parameters for the private patrol operation are as follows:

Vendor shall provide unarmed security services to City the following armed security services for the Advanced WaterPurification Facility (AWPF), located at 5700 Perkins Road.

SITE PATROL SCHEDULE FOR PPO OPERATION – **ADVANCED WATER PURIFICATION FACILITY**

Vendor shall provide one unarmed uniformed security guard during after-hours to provide security patrols and to monitor surveillance cameras at the Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road, Oxnard, California 93033. Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. Vendor shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols - Advanced Water Purification Facility (AWPF)

Vendor shall provide roving security patrol of the AWPF facility throughout the duration of the hours noted below. Security Patrols shall ensure all facilities are secure through physical inspection of facility gates and building doors. Primary responsibility is to ensure that all persons on any of the three (3) sites are duly authorized. Security personnel shall make contact with any unknown individuals on the sites to determine proper authorization and purpose for access to the facility. All areas within the fence line shall be monitored on a continuous basis for unauthorized intruders. Security personnel will not be required to enter buildings. Only one (1) vehicle will be required and shall be shared among the OWTP, Headworks and AWPF facilities. Attachment 4- Aerial Map for AWPF is a map of the facility.

After- Hours Security - AWPF

Security hours are as follows:

Monday through Sunday (12 hours)
6:00 pm – 6:00 am

Vendor shall immediately notify Water staff and City of Oxnard Police of any unauthorized activities or emergencies.

The City will provide the security person with a communication device, list of personnel on site, site access controls, restroom facilities and any other relevant information at the start of each day. The AWPF is a working facility with tanks, pumps, and other potentially dangerous equipment. Vendor is not to enter any building, tank or other facility without prior written authorization or escort from City staff.

Del Norte Regional Recycling and Transfer Station:

The parameters for the private patrol operation are as follows:

SITE PATROL SCHEDULE FOR PPO OPERATION – **DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION**

Vendor shall provide one unarmed uniformed security guard during after-hours to provide security patrols and to monitor surveillance cameras at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) located at 111 Del Norte Boulevard, Oxnard, California 93030

Vendor security patrols will include visual inspections of each facility and on-site vehicles, and physical inspections of all gatesand doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to the facility. Vendor shall alert the Police and Fire Departments should additional assistance be required.

Security Patrols - Del Norte Facility

Vendor shall provide control of after-hours access and make regular physical inspections of the site, patrols of the parking lots and the staging areas for recyclable material, equipment and supplies; regularly enter the facility to inspect piles of solid waste, recyclables and green waste for signs of spontaneous combustion and to contact emergency services as needed; secure all building doors and gate entrances, and monitoring of video security cameras. This facility will not require a patrol vehicle. Attachment 5 - Aerial Map for Del Norte is a map of the facility.

After-Hours Security at the Del Norte Facility

Security hours are as follows:

Monday through Friday (12.5 hours)
12:00 am – 5:00 am
4:30 pm – 11:59 pm

Saturday (17 hours)
12:00 am – 5:00 am
12:0 pm – 11:59 pm

Sunday and Holidays (24 hours)
12:00 am – 11:59 pm

Vendor shall notify designated City staff of any unauthorized activities and the Police or Fire Departments in the event of an emergency.

RATES AND COSTS EXHIBIT

It is up to the vendor to schedule their employees according to the hours listed in our Tab D. Scope of Services. The City will not pay the vendor for any over-time hours under any conditions. Vendor pays their employees for time and a half for six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas in accordance with Rates and Costs Exhibit.

Hourly Rate Table

Location	Hourly Rate Unarmed	Hourly Rate Armed
Oxnard Transportation Center (OTC)	$25.54	$27.22
Oxnard Transportation Center (OTC) – **Random Nightly Patrols**	$25.54 ***(this section is per visit/hit)**	$27.22 ***(this section is per visit/hit)**
Water Campus	$25.54	$27.22
Oxnard Wastewater Treatment Plant (OWTP)	$25.54	$27.22
Advanced Water Purification Facility (AWPF)	$25.54	$27.22
Del Norte Recycling Center and Material Recycling Facility (MRF)	$25.54	$27.22

Hourly Rates For Additional As Needed Guard Services

City Security Guard Services	Hourly Rate Unarmed	Hourly Rate Armed
Security Officer	$25.54	$27.22
Supervisor	$25.54	$27.22

Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary, includingbut not limited to, employee wages, benefits, required supplies, travel to and from locations, and patrol vehicles if necessary.

The period of performance anticipated for this agreement shall be for three (3) years and five months, with each year renewable in one (1) year increments effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services. Updated annual pricing must be submitted to the City in writing, no later than the April 1st preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for March.

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 S

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (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 $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. 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-C. 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. 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-C 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-C.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 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._____** **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

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the "City")

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

PRODUCER

Telephone:

NAMED INSURED

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

ϒ Deductible ϒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ϒ Per Occurrence ϒ 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 ϒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: (____) _____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

ϒ Broker/Agent ϒ Underwriter ϒ _____

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 _____

Rev. 11/21 INS-C.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

FOR THE CITY OF OXNARD (the "City")

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

PRODUCER

Telephone:

NAMED INSURED

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

ϒ Deductible ϒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____applies to _____
coverage. ϒ Per Occurrence ϒ 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 ϒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

ϒ COMMERCIAL AUTO POLICY
ϒ BUSINESS AUTO POLICY
ϒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$_____per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name:_____

Address:_____

Telephone: (____)_____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
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

ϒ Broker/Agent ϒ Underwriter ϒ _____

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

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

AGREEMENT A-8402 WITH PROFESSIONAL SECURITY CONSULTANTS FOR SECURITY SERVICES

Public Works and Transportation Committee
December 14, 2021

Brian Yanez
Assistant Public Works Director

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the:

1. Mayor to execute Agreement A-8402 with Professional Security Consultants, for an initial term ending June 30, 2023 and the option to extend for two consecutive periods of one year each, not to surpass June 30, 2025, and for a total contract not-to-exceed amount of $2,660,000, for security services at various City locations; and

2. Purchasing Agent to execute amendments to Agreement A-8402 for a total term of three years and five months with a possible termination date of June 30, 2025 and a total not-to-exceed amount of $2,660,000.

The City's Public Works Department (Public Works) is responsible for the operation of the following locations:

- Oxnard Transportation Center (OTC)
- Water Campus
- Oxnard Wastewater Treatment Plant (OWTP) and Headworks Facility
- Advanced Water Purification Facility (AWPF)
- Del Norte Regional Recycling and Transfer Station (Del Norte)

All of these City facilities:

- Are located in the City limits and provide essential public services
- Require security services to ensure the safety of personnel, protect property, customers and the public
- Have been utilizing private security services, both armed and unarmed, but under separate agreements

September 9, 2021: City issued a Request for Proposal (RFP) to solicit security patrol services due September 30, 2021

- RFB was posted on the City's website and www.publicpurchase.com
- City received 13 proposals and all were reviewed and evaluated by Public Works and Police staff
- Interviews were conducted with the top three bidders
- Professional Security Consultants (PSC) was selected through the awarding process

PSC hourly rates (all-inclusive, including equipment and vehicles necessary to service each facility)

SERVICE TYPE	HOURLY RATE UNARMED	HOURLY RATE ARMED
Guard	$25.54	$27.22
Additional Guard	$25.54	$27.22
Supervisor	$25.54	$27.22

- PSC will provide armed services at the Water Campus and unarmed services at all other site locations
- Based on the needs and size of the facilities, security guard will be assigned accordingly

FINANCIAL IMPACT

- Total value of agreement with PSC shall not exceed $2,660,000 over a term of three years and five months
- Agreement will commence February 1, 2022
- Allows for two additional one-year extensions
- Sufficient funds available in FY 2021-22 Budget for services from February 1, 2022 through June 30, 2022 for each location
- Costs for future years will be requested during the annual budgeting process

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.5

DATE: December 14, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Update to the Public Works and Transportation Committee Drought Condition Report of October 26, 2021. (0/10/5)

RECOMMENDATION

That the Public Works and Transportation Committee:

1. Recommend that the City Council approve the City stay in a Stage 2 water shortage condition pursuant to the City Council approved Resolution No. 14,741;
2. Provide feedback on the water conservation outreach, education, and enforcement plan; and
3. Provide feedback on a potential new resolution with the appropriate water shortage stage and conservation measures should a 0% allocation be finalized in Spring 2022.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/t6Sz_oR1Rgs

BACKGROUND

On October 26, 2021, staff provided a drought condition update and presentation to the Public Works and Transportation Committee (PWTC). At the meeting, staff was asked to address questions and concerns related to the City's conservation compliance, enforcement, penalties and credits and to return with an updated staff report. Additionally, California's drought condition and recommendations from the Department of Water Resources are frequently changing, as well as the actions taken by Metropolitan Water District and Calleguas Municipal Water District. As such, new information has since come forth and has been added to the updates below. Because of the fluid nature of this topic, staff may provide additional information at the PWTC meeting. Additionally, staff anticipates bringing back another drought update to the PWTC and the City Council in Spring 2022 when more information is known about the snowpack levels and other data that may impact water supplies to the City.

Latest Drought Information Update

On October 19, 2021, Governor Gavin Newsom issued a proclamation expanding the drought emergency statewide. The governor's proclamation now includes the eight counties that had previously not been included under the state of emergency: Imperial, Los Angeles, Orange, Riverside, San Diego, San Bernardino, San Francisco and Ventura. The proclamation requires all water suppliers to implement water shortage contingency plans that are responsive to their local conditions, preparing for the likelihood of a third consecutive dry year.

The proclamation also provides assistance and funding under the California Disaster Assistance Act. Governor Newsom is urging Californians to increase their efforts to attain the 15 percent voluntary water use reduction.

The Metropolitan Water District (Met) states that "despite extraordinary measures taken by Met, it's member agencies, and others in Southern California, further and immediate action is needed to preserve and stretch limited State Water Project (SWP) supplies and urgent action is also necessary to slow the draw from Met's SWP supplies stored in surface reservoirs and groundwater basins throughout the State."

On November 9, 2021, Met's Board of Supervisors adopted a resolution declaring a regional drought emergency. The resolution calls upon member agencies to take all reasonable measures to reduce their dependence on SWP supplies for the duration of the emergency and to implement appropriate voluntary and mandatory drought actions from their Water Shortage Contingency Plans. Specifically, the resolution calls upon all member agencies to:

- Review the adequacy of their past drought response measures.
- Make all reasonably practicable changes in their operations to reduce their use of SWP supplies.
- Immediately implement such conservation requirements, water-use efficiency measures, and drought-related limitations as are appropriate to reduce the use of SWP supplies, including those SWP supplies already in storage.

Each year, California's Department of Water Resources (DWR) provides an allocation percentage using a Water Supply Allocation Plan formula. Allocations represent the amount of SWP water that DWR will deliver for the year and is reviewed monthly based on several factors, such as water in storage, environmental requirements, and rain and snow runoff projections. The allocated supply of water is sold to Met, which then wholesales it to Calleguas, which then sells it to the City of Oxnard. For 2022, Met anticipates an initial SWP allocation as low as 0% given the extremely dry conditions and low storage in major reservoirs. A 0% allocation means Calleguas will not receive additional SWP supplies, resulting in Calleguas utilizing their existing water supplies to meet their customer water demands. The allocation in SWP usually increases from the initial announcement, but this is highly dependent on precipitation and snowpack in the Sierras over the next winter months. If the final allocation for 2022 is anything above 0%, even 5% as they were in Calendar Year 2021, then Met should have more flexibility in meeting demands for its SWP dependent areas and therefore, Oxnard should not be heavily impacted.

Should a 0% allocation be finalized in April/May, a health and safety needs only scenario (the worst-case scenario), Met would lose its flexibility in meeting demands for state water project-dependent areas and would be limited by the State to serve potable water for "health and safety needs" only. This has the potential to mean "no outdoor water use" for a portion of the calendar year 2022.

Following in line with Met's actions, Calleguas Municipal Water District (CMWD) adopted Resolution No. 2033 on November 17, 2021 calling on all purveyors (City of Oxnard) to reduce water consumption demand by 15% compared to 2020 levels. The resolution places responsibility on the purveyor to implement the appropriate water conservation measures to achieve the 15% reduction. CMWD's potential measures for purveyors to enact to achieve reduction include:

- Restrict irrigation hours to evening and early morning hours.
- Prohibit non-essential irrigation (ex., golf courses and parks) and limit water use for essential irrigation.
- Restrict or disallow irrigation entirely.
- Disallow the use of water to fill ornamental lakes, ponds, pools, and fountains.
- Limit or disallow the washing of vehicles.
- Disallow the spraying of outdoor paved surfaces and using potable water for street cleaning.

- Restrict the use of water from fire hydrants for construction purposes.
- Implement a rate structure for charges and penalties for water use restriction violations.

Some of the proposed conservation measures, such as restriction on irrigation hours and no spraying of outdoor paved surfaces, are already implemented under Oxnard's Stage 2 water shortage, Resolution No. 14,741 and Oxnard City Code on prohibited water waste, Sec. 22-136.

If insufficient SWP supplies fail to develop in early 2022, CMWD may invoke powers under California Water Code Section 350 to implement mandatory actions.

DISCUSSION

Follow-up to Committee and City Manager's Questions:

The Oxnard Water Division takes the following actions when water waste is reported or observed:

Education and Enforcement Hierarchy

1st Violation	Courtesy Notice/ Educational Letter 7 day Post Letter Follow-up Phone Call	For a first violation, the city may give written notice of the fact of such violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice contains a description of violation, lists all prohibited water waste, and provides resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources.
2nd Violation	Letter - Warning of Penalty	Letter may contain a description of the facts of the violation, a statement of the possible penalties for violation and a statement informing the customer of his/her right to request an adjustment or an appeal.
3rd Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 25 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or $25, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
4th Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 50 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or, $50, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
Additional Violations	Fine/Admin Cites	Impose such other penalty or fine as deemed appropriate by the City Manager, until such time that the City Manager determines that further violations are not likely to occur.

The surcharges stated above are pursuant to the City of Oxnard Municipal Code Section 22-137 (Failure to Comply). However, over the past 12 months, the Water Division has received 118 reports of water waste and has yet to impose surcharges to gain compliance by the property owner. The "Additional Violations" section noted above is part of the City's administrative citation process and may be used in the event of non-compliance with Stage 2 requirements or violations of the City's Municipal Code with the assistance of the City's Code Enforcement team.

As a phased approach to outreach and enforcement, staff recommends the following:

Phase 1

The City will move forward with enhanced conservation messaging leveraging a variety of different communication outlets; including digital media (Facebook, Instagram, Twitter and Nextdoor), print media (flyers, utility bill inserts, newspaper ads), and messaging through other platforms (radio ads , City billboards, and DMV ads). Messaging will emphasize the City's Stage 2 water shortage restrictions, such as the twice a week outdoor watering schedule, and provide resources for saving water, such as rebates and incentive programs. All communications will be done in both English and Spanish.

The messaging will be coordinated with Metropolitan Water District (Met) to continue a unified regional message in the media and outreach campaigns in order to communicate the need for continued conservation to the general public, businesses, stakeholders, industries, and public officials. In Met's November 9, 2021 Drought Resolution, their General Manager was directed to coordinate with the member agencies and bring to the Met Board an appropriate regional message to communicate the status of the statewide drought emergency and specified emergency conditions within the Metropolitan service area and the need for continued conservation to the general public, businesses, stakeholders, industries, and public officials. The City will utilize the regional messaging developed by Met and Calleguas Municipal Water District (CMWD) to keep messaging consistent.

Development Services shall verify at the time of landscape plan check submittal, that the landscape planting and irrigation plans comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). Consistent with City Council Resolution 14,741, irrigation of newly constructed home and building exteriors with potable water is prohibited unless drip or micro spray systems are used.

Continued reporting of water waste by all Oxnard staff by utilizing the 311 app or by email, waterconservation@oxnard.org, or by calling the Oxnard Public Works call center at (805) 385-8136. Under Phase 1 there are no active water ambassadors patrolling for water waste violations.

Residents, Home Owners Associations (HOA), commercial establishments, municipal customers, and schools are all required to follow the City's mandatory water conservation measures listed under the Stage 2 Water Shortage. Additionally, "an HOA shall not issue a fine or assessment on a homeowner for reducing or eliminating the watering of vegetation or lawns during a state or locally-declared drought emergency," (Civil Code section 4735(c)).

All reports of water waste are logged in a tracking spreadsheet maintained by water conservation staff within the Water Division. Historical data has shown that the informational and educational approach has been well received by the community and generally does not go further than a warning of penalty within the education and enforcement hierarchy plan.

Supporting Data

During the past 12 months, only 11 of 118 water waste reports required an additional follow-up. In the past 6 months, only 7 of 79 water waste reports required an additional follow-up. A follow-up is completed when a second complaint, either by the same person or someone different, is reported.

In Oxnard, the overall water demand has continued to decline from peak usage from 26,703 acre-feet of water in the beginning of the previous drought commencing in Fiscal Year 2013-14 to 21,847 acre-feet of water in Fiscal Year 2019-20. Based on water consumption during Fiscal Year 2014 to water consumption data during Fiscal Year 2019-20 there has been an average reduction in overall water use of 15 percent. Oxnard's residents

and business have been doing their part to address the State's drought and water supplies issues for over eight years. As such, staff recommends the above education and enforcement process and remaining at Stage 2.

Phase 2

Should a 0% State Water Project (SWP) allocation be finalized by the Department of Water Resources (DWR) in Spring 2022, staff recommends moving to Phase 2 of the outreach, education, and enforcement plan. It should be noted that a 0% allocation means only the baseline amount of water will be supplied from the SWP.

Staff would bring back for the Council's consideration a new resolution with the appropriate water shortage stage and conservation measures that are in line with any of Met's and CMWD's mandated restrictions. The conservation messaging campaigns will be strengthened while following in line with CMWD and Met's outreach and education plan.

Based upon current information from Met, a 0% SWP allocation would likely require water usage for public health and safety only and zero outdoor watering if in alignment with Met's mandatory water use restrictions. A proposed City Council resolution would reflect appropriate restrictions and requirements consistent with Met's and/or CMWD's requirements. These could include increased penalties, issuing administrative citations and penalties for first violations. Furthermore, a resolution could include additional restrictions as outlined in the Oxnard Municipal Code Section 22-154 (C)(2), which include:

- Identifying maximum allowed water use
- Not issuing new construction meters or short-term water use unless reclaimed or non-potable water is used, unless potable water use is necessary to protect the health, safety or welfare
- Require expeditious leak repair within 48 hours after discovery of such leak, break or malfunction, or receipt of notice from the city of such condition, whichever comes first
- Limits on swimming pools; new and refilling of existing
- Limits on agricultural use
- Limit new water service

In addition to City staff continuing to report water waste violations while in the field, the Water Division will have employees designated as Water Conservation Ambassadors to actively patrol predetermined portions of the City, looking for violations of the water waste ordinance. A rotating schedule would be established to ensure that mornings, evenings, and weekends are patrolled evenly throughout the City.

Example water patrol schedule:

Week 1: Districts 1, 2, and 3
Week 2: Districts 4, 5, and 6

When violations are identified, ambassadors will log the violation type, location, time, take a photo of the issue and list any other useful observations. Violation logs will be turned into the Water Conservation Supervisor, who will coordinate with the Water Division Manager, then initiate the education and enforcement hierarchy process.

Mandatory Leak Repair

Per City Code Sec. 22-136. "all repairs shall be completed within 72 hours after discovery of such leak, break or malfunction, or receipt of notice from the city of such condition, whichever comes first."

Under section 22-154 restrictions are listed that could be enacted by the Council should they declare a drought stage. One of the optional restrictions is, “all repairs shall be completed within 48 hours after discovery of such leak, break or malfunction, or receipt of notice from the city of such condition, whichever comes first.”

With Resolution No. 14,741, City Council declared a continuance of the Stage 2 water shortage condition, but did not elect to use the 48-hour window requirement for repairs of leaks.

Staff also recommends that the City stay within the 72-hour leak repair window. This allows property owners the opportunity to obtain the assistance of a professional and/or additional funding necessary to address the repairs, if needed.

As an additional tool to help the Oxnard residents manage their water consumption and address water leaks, the City will begin the Council-approved advanced meter infrastructure (AMI) installation project in early 2022. The project is scheduled to take place over a three-year period.

Through an interactive portal with tracking and alarming features (similar to tracking data and usage on a smartphone), customers will be able to track how and when they are using the most water and where to focus on water use efficiencies. Customers will have full access to their water usage data 24 hours a day, thereby eliminating the need to wait for a monthly bill to notice excess water use, which may indicate a leak. Additionally, Oxnard staff will be able to view the same water use data allowing for better customer service and outreach opportunities.

Because the City has a vast amount of irrigation in parks, medians, and parkways, the City will be at the forefront of water stewardship. Unfortunately, years of deferred maintenance due to budget constraints has led to many irrigation system failures. Staff from Public Works continues to address the necessary repairs to avoid water waste Staff anticipates hiring contractors to assist with the repairs, should funding become available. A request for additional irrigation repair funding is anticipated for the PWTC and City Council to consider. In the meantime, in a partnership between Parks and the Water Division to address irrigation leaks and aging irrigation infrastructure, staff will be performing water irrigation efficiency surveys and providing recommendations for efficiency improvements and infrastructure replacements.

Additionally, there have been multiple inquiries for the use of water trucks to irrigate the parkway and median trees in areas where the irrigation system is waiting for repairs. Staff is working with West Coast Arborists on a pilot program that will utilize their water trucks for this purpose. A section of landscaping will be identified within the City and scheduled for watering twice per week. Staff will measure the water infiltration after each application and compare the results with trees being irrigated on bubbler and drip systems. The results of these measurements will determine if the use of water trucks is efficient for continued use in other areas throughout the City.

Financial Assistance for Leaks

Under Resolution No. 15,069, customers' bills that have been impacted due to a leak can request a one-time credit adjustment based on the sewer portion of their bill over the lifetime of their account.

Should the PWTC recommend staff develop a different allowance process for billing adjustments related to water leaks, staff will come back with a recommendation. However, staff does not recommend making any adjustments to the current process that could promote owners' unwillingness to permanently address water waste issues during this critical drought time.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. October 26, 2021 PWTC Drought Condition Report
2. October 19, 2021 Governor's Proclamation Expanding Drought Emergency -SOE
3. November 9, 2021 - Met's Declares a Regional Drought Emergency
4. CMWD Resolution
5. Presentation

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: October 26, 2021

TO: Public Works and Transportation Committee

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

SUBJECT: Drought Condition Update. (0/15/15)

RECOMMENDATION

That the Public Works and Transportation Committee:

1. Receive a report on the current drought conditions and forward it to the City Council; and
2. Provide feedback on a potential ordinance to amend the City's four water shortage stages in the City's existing ordinance to six water shortage stages to be consistent with the State's approach.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/vOyK-vx87GM

BACKGROUND

Western United States Drought Status

As of August 24, 2021, 83.7% of the Western United States falls into the category of severe drought, according to experts with the United States Drought Monitor. Most reservoir levels in the West are below or much below normal, in many cases from long-term dry conditions. Lake Powell is at 31% capacity, while Lake Mead is at 35% of capacity. In California, Lake Shasta is at 35% capacity and Lake Oroville is near a record low at just 27% of capacity. **This drought is a regional water problem.**

In California, Governor Newsom officially issued a State of Emergency Proclamation in Mendocino and Sonoma Counties on April 21, 2021. This proclamation prepares State agencies for the expected effects of the water shortage and opens up funding opportunities for mitigation efforts. On May 10, Newsom expanded the proclamation to include the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed counties. On July 8, Governor Newsom again expanded the drought state of emergency, now covering 50 of California's 58 counties. Ventura County is not currently included in the drought state of emergency; also excluded are San Francisco, Los Angeles, San Bernardino, Riverside, Orange, San Diego, and Imperial Counties. However, language was included in Senate Bill 170, one of the budget trailer bills, that allows for its funds to be available for water projects in all counties regardless of inclusion in the drought proclamation.

Governor Newsom has called on all Californians to voluntarily reduce their water usage by 15% compared to 2020 levels; the Governor may issue an order at some point soon mandating conservation. Cities throughout California such as Folsom, Fort Bragg and Roseville are also tackling the water shortage by entering a higher water shortage stage and implementing new water use restrictions and enforcement. As an example, the City of

Folsom announced that its water customers would be required to reduce water use by 20% starting August 30, 2021. Folsom has also issued a level 3 water conservation declaration and implemented new mandatory water use restrictions, including limiting landscape and hand watering to two days per week, prohibiting the washing of parking lots, streets, driveways, or sidewalks, prohibiting the use of water for construction purposes without City preapproval, serving water at restaurants only upon request, requiring recirculation pumps in all pools, spas and ornamental fountains/ponds, and not allowing pool draining and refilling unless required for health, maintenance, or structural considerations. In addition, the City of Folsom is taking steps to reduce water consumption on public property by 20%, including reducing watering in parks and in public streetscapes, continuing to monitor and correct any runoff problems on public property, and temporarily discontinuing the flushing of fire hydrants and water lines. Currently, compliance is achieved through customer education, such as bill inserts, newspaper ads, direct mail, radio ads, TV and movie theater PSAs, restaurant table tents, and billboards. Customers violating watering restrictions or found letting water spray or flow off their property could face Folsom's administrative water waste fines.

Local Drought Status

The City of Oxnard (City) purchases anywhere from 40 to 50% of its total annual water supply from Calleguas Municipal Water District. This water is State Water Project water supplied by the Metropolitan Water District (Met). Met is forecasting a supply gap of approximately 633,000 acre-feet for calendar year 2021. (One acre-foot of water equals about 326,000 gallons or enough water to cover one acre of land, about the size of a football field, one foot deep. An average California household uses between one-half and one acre-foot of water per year.) It is expected that Met will draw on storage reserves to meet the 633,000 acre-feet shortfall; however, in response to the drought conditions, on August 17, 2021, Met's Board of Directors issued a water supply alert that calls for customers and businesses to reduce their water demand (not indicating any specific amount). According to Met's press release:

> "The action calls for water agencies to reduce their water demand through public awareness campaigns and by adopting measures tailored to their own local conditions. Examples of local agency measures could include increasing outdoor water use efficiency, prohibiting home car washing or filling of ornamental water features, and requiring that restaurants only serve water upon request."

Should conditions worsen, Met could impose financial penalties on the public agencies and retail suppliers to whom Met provides water.

Many cities and water purveyors in southeast Ventura County utilize supplies distributed by Calleguas to meet total retail demands. Calleguas is substantially reliant on State Water Project supplies. On August 18, 2021, Calleguas's Board activated its Water Shortage Contingency Plan and adopted a level 2 water shortage stage. Per this plan, a move to Stage 2 indicates an up to 20% shortage and calls for voluntary conservation, with increased outreach and education. The move to level 2 aligns with the Governor's call for 15% voluntary conservation and is consistent with Met's supply alert. Calleguas has informed the City that the State water supply will not be impacted in calendar year 2021 due to advanced planning for water shortage conditions and regional storage infrastructure improvements and investments over the past years. However, according to an email from Calleguas General Manager Tony Goff dated October 7, 2021, as soon as next year: "it is possible that mandatory conservation will be implemented in the Calleguas service area." Goff continues: "There is also a possibility that DWR may only allow potable water use for health and safety needs in State Water Dependent areas. In effect, this would mean 'no outdoor water use' throughout the Calleguas service area for part of CY 2022." Goff states there is a "high likelihood of implementing mandatory conservation."

In addition to State water, the City obtains groundwater, about half of which is pumped by the City and the other half is pumped for the City by the United Water Conservation District. The groundwater allocation amount is governed by Fox Canyon Groundwater Management Agency, an entity created by the California Legislature in 1982. Beyond the drought, our groundwater basin is critically overdrafted and by law is required

to be managed for long term sustainability; this will be covered in detail in a future report to City Council.

What Nearby Water Suppliers Are Doing

The City has reached out to other nearby water suppliers for information on their expected actions and plans regarding the drought. The City of Camarillo's staff plans to take an item to their City Council in November to consider declaring a level 2 water shortage stage with the goal of reducing water use by 20%. With a level 2 water shortage, outdoor watering would be limited to three days a week, leaks would have to be fixed within 48 hours after receiving notice from the City, the filling or refilling of ornamental lakes or ponds would be prohibited, agricultural water deliveries would be limited to three days per week and recycled water would have to be used if available for construction.

The City of Ventura has stated that its supply projections account for this year's record low rainfall, but they will continue to encourage customers to conserve, to enforce water waste prohibitions, to offer water efficiency programs/incentives, and to pursue water supply projects. Ventura currently has the following water waste prohibitions in place: no water to run and be wasted during outdoor use, no leaks to persist for more than 48 hours, no use of a handheld hose without an automatic shutoff nozzle, no operation of fountains unless the water is circulating, no washing or hosing down of hardscape surfaces such as driveways and sidewalks, and no irrigation of outdoor landscapes during and within 48 hours of rainfall. Ventura receives water from Lake Casitas, the Ventura River, and local groundwater basins. It does not currently receive State water through Calleguas.

On October 11, 2021, the City of Simi Valley's City Council unanimously declared a level 2 water shortage stage. Simi Valley was previously at level 1. Under stage 2, Simi Valley residents will have a newly imposed watering schedule of twice a week in the winter and three days a week in the summer.

DISCUSSION

Water conservation and water shortage response procedures fall under Chapter 22, Article IX of the Oxnard City Code, which is titled City of Oxnard Water Conservation and Water Shortage Response Procedures. That portion of the Code lists a permanent prohibition on water waste, which includes:

1. Outdoor irrigation is prohibited during rain.
2. Any use of water that causes runoff to occur beyond the immediate vicinity of use is prohibited. (In other words, no wet pavement is allowed.)
3. The use of running water from a hose, pipe, or faucet to clean buildings, pavement, tile, wood, plastic, driveways, parking lots, and other paved surfaces is prohibited, except for compelling public health and safety reasons. If allowed, a hose with a positive shut-off nozzle must be used.
4. Boats and vehicles may be washed only at commercial wash facilities that recycle their wash water; by use of a bucket and hose equipped with a self-closing valve that requires operator pressure to activate the flow of water; or by mobile high pressure/low volume professional services.
5. Filling and refilling of a swimming pool, with the exception of the first filling and the occasional adding of small quantities of water to maintain proper water level, or for health and safety reasons, is prohibited.
6. All leaks, breaks or malfunction within a plumbing or water distribution system must be repaired within 72 hours of discovery or receipt of notice from the City of such condition, whichever comes first.
7. Service of drinking water at all restaurants, hotels, cafes, cafeterias, coffee shops, fast-food operations, banquet facilities or other public places where food is served or offered for sale, can only be made upon customer request.
8. All food preparation establishments must use water conserving dish wash spray valves when washing dishes.

9. Operators of hotels, motels, and other commercial establishments offering lodgings must post in each room prominent notice encouraging water conservation practices, including the option of not having towels and linen laundered daily.
10. Installation of new or replacement single pass cooling systems in commercial or industrial buildings is prohibited.
11. Installation of new or replacement non re-circulating water systems in commercial conveyor car wash or commercial laundry systems is prohibited.

Additionally, the City Council may declare that water shortage conditions exist, designate the severity of the shortage conditions, and establish mandatory conservation measures. The severity of each water shortage condition is designated in stages, from 1 to 4. Each stage shall correspond to the degree to which the City has or is likely to suffer reduced availability of water supplies, as follows:

Stage	**Reduction in Available Supplies**
1	Up to 15%
2	15-25%
3	25-35%
4	Greater than 35%

On July 29, 2014, the City Council declared a level 2 water shortage stage and listed mandatory water conservation requirements via Resolution No. 14,682. That resolution was rescinded and replaced on May 5, 2015, by Resolution No. 14,741, which declared the continuance of the level 2 water shortage condition in the City and listed new mandatory water conservation requirements. Resolution No. 14,741 stated that its "water shortage declaration and associated mandatory water conservation requirements shall remain in effect unless otherwise amended or rescinded by further action of the Council." The State of California declared the 2014 drought over and lifted the emergency requirements in 2017, but Oxnard never amended or rescinded Resolution No. 14,741, so the City never lifted the level 2 condition. According to Resolution No. 14,741, with respect to potable water:

1. The watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4 p.m. and 9 a.m. during standard time or between 6 p.m. and 9 a.m. during daylight savings time, no more than twice a week. This applies to HOAs. The current watering schedule is the following:
   - Odd-numbered addresses (ending in 1, 3, 5, 7, 9): Sundays and Thursdays ONLY
   - Even-numbered addresses (ending in 0, 2, 4, 6, 8): Saturdays and Wednesdays ONLY
   - The irrigation of park and school ground areas with potable water is only permitted during the designated irrigation periods noted in the irrigation schedule and only if necessary. Sport activity fields may irrigate more frequently, but only as necessary to maintain playing surface quality.
2. Exceptions to allow for irrigation outside of the designated periods include (1) watering of newly installed, drought-tolerant landscapes for up to one year after planting and (2) hand watering of potted plants or stressed vegetation with use of a container (e.g., bucket or watering can) or a hose fitted with a shut-off valve.
3. The application of potable water to landscapes during and within 48 hours after measurable rainfall is prohibited.
4. The irrigation of newly constructed homes and building exteriors with potable water is prohibited unless drip or microspray systems are used.

5. The use of potable water in a fountain or other decorative water feature is prohibited, except where the water is part of a recirculating system.

Additionally, Resolution No. 14,741 says the City must provide prompt notice to customers when information indicates a leak may exist within end-user's control. The City's system generates exception reports and staff review these daily in order to issue work orders to meter reading personnel to verify the readings and check for leaks. If a leak is detected, meter reading personnel will attempt to make contact with the customer while at the property; if no one is home, staff will leave a tag at the door with the findings and a contact number for questions. Resolution No. 14,741 also states the City may not irrigate ornamental turf on public medians with potable water; there is no ornamental turf in City medians.

Oxnard's overall water demand has continued to decline from peak usage from 26,703 acre-feet in fiscal year 2013-14 to 21,847 acre-feet in fiscal year 2019-20. While the City's supply projections account for this year's dry conditions, customers are encouraged to continue conserving as water supplies are still vulnerable due to drought.

Oxnard's Water Conservation Outreach Efforts

The City continues to work to reduce water use and follow the 15% voluntary reduction. Oxnard promotes water conservation through a variety of informational programs and public events. Oxnard offers conservation brochures, activity booklets, public outreach displays, oral presentations, school assemblies, free landscaping classes, and workshops to inform the public of conservation efforts at a variety of different local community events throughout the year. Oxnard raises awareness about water conservation through paid advertising, press releases, social media, and utility bill inserts. Additionally, the Oxnard Water web page (OxnardWater.org) provides up-to-date information related to programs, rebates (bewaterwise.com®), water-saving tips, and announcements about upcoming events.

Most recently, the City implemented a Blue Box Program and a contactless Curbside Water Conservation Kit Program. The Blue Box Program promotes customer connection by providing water staff educational materials and water-saving devices to offer customers whom they may encounter while out in the field. The Curbside Water Conservation Kit Program offers water customers the opportunity to create water conservation kits customized with their choice of water-saving devices such as low flow faucet aerators, showerheads, and hose nozzles. Customers can schedule a pickup time to receive their kits via contactless curbside pickup. During the October 2020 event, 166 kits were distributed containing a total of 2,163 conservation devices. The next Curbside Water Conservation Program is scheduled to take place in October 2021 with 300 kits anticipated to be distributed.

Aquifer Storage and Recovery (ASR)

The Aquifer Storage and Recovery (ASR) project is designed to inject ultra-pure treated recycled water in subterranean wells for a period of six months, after which it will be tested for use in an indirect potable reuse (IPR) program. It is anticipated that the demonstration period will last up to a year before the California Division of Drinking Water approves Oxnard's permit application for IPR. If the ASR well demonstration is successful, this will create an additional sustainable local water source to assist in lessening dependence on imported State water. The ASR well demonstration project began construction in 2021.

Oxnard's Water Supply Planning

The 2020 Urban Water Management Plan and Water Shortage Contingency Plan (available at https://www.oxnard.org/wp-content/uploads/2021/10/Revised-Oxnard-Urban-Water-Management-Plan-Final-Draft_w-Appendices.pdf) details Oxnard's long-term resource planning to ensure that adequate water supplies

are available to meet existing and future water needs as well as how Oxnard will respond to various stages of a drought or a prolonged shortage caused by other events. This plan went to the Public Works and Transportation Committee on September 28, 2021, and is expected to go to the full City Council for adoption on October 19, 2021. This plan is a State requirement and must to be revisited and updated every five years.

Possibly Amending Oxnard's Water Code

As stated earlier in this report, the current City Code designates four water shortage stages:

Stage	Reduction in Available Supplies
1	Up to 15%
2	15-25%
3	25-35%
4	Greater than 35%

However, the Department of Water Resources set six water shortage stages in its UWMP Guidebook. The proposed stages are based on 10% increments. For example, a level 1 water shortage will be declared when water shortage levels are anywhere from 1 to 10%. Similarly, a level 2 water shortage will be declared when water shortage levels continue to decrease anywhere from 11 to 20% of typical conditions. This would mean the water supply is adequate to meet 80% of projected demands. Typical conditions are based on average precipitation data and on historical production and anticipated production data. To summarize, the six stage option provides:

Stage	Reduction in Total Available Water Resource
1	Up to 10%
2	Up to 20%
3	Up to 30%
4	Up to 40%
5	Up to 50%
6	Greater than 50%

Staff recommends returning with an ordinance to Council to amend the City's four water shortage stages to six water shortage stages to be consistent with the approach of the Department of Water Resources. Staff needs the Committee's feedback on this potential ordinance.

The City has developed a variety of shortage response actions to implement during each given shortage stage. These are listed in the 2020 Urban Water Management Plan and Water Shortage Contingency Plan. Depending on the nature of the water shortage, the City can elect to implement one or several response actions to mitigate the shortage and reduce gaps between supply and demand.

Looking to the Future

The City Council may, by resolution, declare that different water shortage conditions (not those consistent with level 2) are present within the City. This process begins with staff conducting an annual water supply assessment to determine if there are supply reductions. Staff also analyze the total supply available for the coming year as compared to the future demand to determine if there is a supply versus demand gap. Staff present this data and our recommendations to the City Council if a shortage is anticipated. The City Council would then determine if a shortage stage should be declared. When Council declares that water shortage conditions exist, the City Council must also designate the severity of the shortage conditions and establish mandatory conservation measures. All mandatory water conservation measures remain in effect until the Council declares that the water shortage conditions have eased so that the shortage responses may be modified or eliminated.

Under the City Code, the City has the discretion to impose penalties on any violation of prohibited water waste activities. Approximately a decade ago, Oxnard imposed civil citations (up to $500 each) for violations of water regulations. Additionally, the Council could opt to implement drought surcharges. In the last drought cycle, both Golden State Water Company (in Ojai) and California Water Service (in Thousand Oaks/ Westlake Village) imposed drought surcharges. Future consequences could include surcharges up to 50% of the most recent utility bill, installation of a flow-restricting device and the discontinuation of water service. Currently, staff is focusing on the education and outreach approach, but the Council can direct staff to actively go out into the community for enforcement and to issue fines or to return to Council with drought surcharges.

Finally, staff is exploring performing studies for the future use of desalination, water banking, and stormwater capture and treatment. Such projects would require Council authority. We will return to Committee in the future with more specific recommendations.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no direct financial impact in receiving this report.

Prepared by: Omar Castro, Water Division Manager

ATTACHMENTS

1. April 21, 2021 - Governor's Drought Proclamation
2. May 10, 2021 - Governor's Drought Proclamation First Expansion
3. July 8, 2021 - Governor Newsom Calls on Californians to Voluntarily Reduce Water Usage by 15%
4. July 8, 2021 - Governor's Drought Proclamation Second Expansion
5. August 16, 2021 - City of Folsom Announces 20% Water Conservation Requirements
6. August 17, 2021 - Metropolitan Declares Water Supply Alert
7. August 18, 2021 - Calleguas Declares Stage 2 Water Shortage
8. October 7, 2021 - Email from Calleguas GM Tony Goff
9. July 29, 2014 - Oxnard Resolution No. 14,682 Declaring Stage 2 Water Shortage Condition
10. May 5, 2015 - Oxnard Resolution No. 14,741 Declaring Continuance of Stage 2 Water Shortage Condition
11. Drought Condition Update Presentation

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought in all parts of the State and extreme or exceptional drought in most of the State; and

WHEREAS the meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS on April 12, 2021, May 10, 2021, and July 8, 2021, I proclaimed states of emergency to exist in the counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba, due to severe drought conditions; and

WHEREAS since my July 8, 2021 Proclamation, sustained and extreme high temperatures have increased water loss from reservoirs and streams, increased demands by communities and agriculture, and further depleted California's water supplies; and

WHEREAS the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Francisco, and Ventura are now experiencing severe drought conditions; and

WHEREAS long-term weather forecasts for the winter rainy season, dire storage conditions of California's largest reservoirs, low moisture content in native vegetation, and parched soils, magnify the likelihood that drought impacts will continue in 2022 and beyond; and

WHEREAS the increasing frequency of multiyear droughts presents a significant risk to California's ability to ensure adequate water supplies for communities, agriculture, and fish and wildlife; and

WHEREAS the most impactful action Californians can take to extend available supplies is to re-double their efforts to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of my July 8, 2021 Executive Order N-10-21; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions to ensure the protection of health, safety, and the environment; and

WHEREAS under Government Code Section 8558(b), I find that the conditions caused by the drought, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under Government Code Section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code Section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in the State due to drought in the remaining counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Francisco, and Ventura, such that the drought state of emergency is now in effect statewide.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government are to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Governor's Office of Emergency Services and the State Emergency Plan. Also, to protect their safety, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.

2. The orders and provisions contained in my April 21, 2021, May 10, 2021, and July 8, 2021 Proclamations remain in full force and effect, except as modified herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.

3. Operative paragraphs 3, 5, 6, and 10 of my July 8, 2021 Proclamation are withdrawn and replaced with paragraphs 4 through 8 below.

4. Consistent with the policies stated in Water Code Section 1011.5(a), local agencies are encouraged to take actions to coordinate use of their available supplies and to substitute an alternate supply of groundwater from existing groundwater wells for the unused portion of surface water that the local agency is otherwise entitled to use. For actions taken pursuant to this paragraph, the provisions of Chapter 3 (commencing with Section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are suspended for any (a) actions taken by state agencies pursuant to this paragraph, (b) actions taken by a local agency where the state agency with primary responsibility for implementing the directive concurs that local action is required, and (c) permits or approvals necessary to carry out actions under (a) or (b). The entities implementing this paragraph shall maintain on their websites a list of all activities or approvals that rely on the suspension of the foregoing Water Code provisions.

5. To support voluntary approaches where hydrology and other conditions allow, the State Water Resources Control Board (Water Board) shall expeditiously consider water transfer requests. For purposes of carrying out this paragraph, the following requirements of the Water Code are suspended:

    a. Section 1726(d) requirements for written notice and newspaper publication, provided that the Water Board shall post notice on its website and provide notice through electronic subscription services where interested persons can request information about temporary changes; and
    b. Section 1726(f) requirement of a 30-day comment period, provided that the Water Board shall afford a 15-day comment period.

6. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of the drought. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of the drought. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.

7. To proactively prevent situations where a community runs out of drinking water, the Water Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research shall assist local agencies with identifying acute drinking water shortages in domestic water supplies, and shall work with local agencies in implementing solutions to those water shortages.

8. To preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions next year, local water suppliers are directed to execute their urban Water Shortage Contingency Plans and agricultural Drought Plans at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year. Suppliers shall ensure that Urban and Agricultural Water Management Plans are up to date and in place.

9. The Water Board may adopt emergency regulations, as it deems necessary, to supplement voluntary conservation by prohibiting certain wasteful water practices. Wasteful water uses include:

    a. The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard-surfaced areas, except in cases where health and safety are at risk.
    b. The use of potable water that results in flooding or runoff in gutters or streets.

c. The use of potable water, except with the use of a positive shut-off nozzle, for the individual private washing of motor vehicles.
d. The use of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain.
e. The use of potable water for irrigation of ornamental turf on public street medians.
f. The use of potable water for street cleaning or construction purposes, unless no other source of water or other method can be used or if necessary, to protect the health and safety of the public.
g. The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds which utilize recycled water.

10. The California Department of Food and Agriculture, in collaboration with other relevant state agencies, shall evaluate water efficiency measures implemented in California agriculture over the past several years and develop a report with recommendations on how to further increase efficiencies.

11. The Office of Emergency Services shall provide assistance under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, title 19, section 2900 et seq., as appropriate to provide for, or in support of, the temporary emergency supply, delivery, or both of drinking water or water for sanitation purposes.

12. For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 5, 6, and 9, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought.

    For purposes of carrying out the directive in operative paragraph 4 and 7, for any (a) actions taken by the listed state agencies pursuant to that directive, (b) actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19th day of October 2021.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

RESOLUTION 9289

RESOLUTION OF THE BOARD OF DIRECTORS OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA RECOGNIZING A STATEWIDE DROUGHT EMERGENCY, DECLARING SPECIFIED EMERGENCY CONDITIONS WITHIN THE METROPOLITAN SERVICE AREA, AND DIRECTING SPECIFIED ACTIONS.

WHEREAS, Severe Drought Conditions Are Impacting Water Supplies Imported from the Colorado River and Northern California.

Metropolitan's two primary sources of imported water, the Colorado River and the State Water Project (SWP), face continuing drought.

Water year 2021 (October 1, 2020 to September 30, 2021) exhibited extreme temperature and lack of precipitation, and it followed water year 2020 that was likewise warm and dry.

Warm temperatures and arid soils depleted the expected runoff water from the Upper Colorado River Basin snowpack and Northern Sierra snowpack into SWP reservoirs.

The two-year sequence of water years 2020 and 2021 (October 1, 2019 through September 30, 2021) was the driest on record in California for statewide precipitation.

The Colorado River is experiencing a prolonged 21-year warming and drying trend.

The United States Bureau of Reclamation announced a first-ever shortage declaration for 2022 for the Colorado River System.

WHEREAS, a State of Emergency Has Been Declared in All California Counties Due to TheseSevere Drought Conditions.

On October 19, 2021, Governor Gavin Newsom proclaimed that a state of emergency now exists in all California counties due to severe drought conditions.

Governor Newsom's drought proclamation re-doubled a call for all Californians to voluntarily reduce their water use by 15 percent immediately.

The proclamation directed the State Water Resources Control Board to develop regulations prohibiting wasteful water use and the California Department of Water Resources (DWR) to assist local agencies implement solutions to alleviate acute potable water shortages.

The proclamation called on local and regional water agencies to implement the Water Shortage Contingency Plans (WSCPs) to conserve water at a level appropriate for local conditions taking into account the possibility of a third consecutive dry year.

WHEREAS, Metropolitan's State Water Project Supplies Are Curtailed.

Storage in Lake Oroville, the largest and principal storage reservoir for the State Water Project (SWP), reached record low levels in August 2021. Storage in many other reservoirs across the state remains well below average.

DWR's SWP Table A Allocation for calendar year 2021 remains at only five percent of contract amounts.

A zero percent initial SWP Allocation is expected for calendar year 2022, and current projections indicate that the final allocation will likely only reach 25 percent under a normal-weather scenario.

Considering these projections, DWR is preparing to deliver the minimum needs contractors may have for

domestic supply, fire protection, and sanitation, while under a zero percent Table A allocation. In preparing for this operation under a severe dry condition for 2022, DWR expects contractors receiving these deliveries to mandate substantial reductions in water use consistent with an emergency circumstance.

WHEREAS, Metropolitan's State Water Project Supplies Are Essential to Meet Metropolitan's Total Member Agency Demands.

Over the past 20 years, the State Water Project provided about 30 percent of the region's water needs.

Diamond Valley Lake, Metropolitan's largest surface water reservoir and source of dry-year and emergency water supplies, has only been replenished with State Water Project supplies since the discovery of Quagga mussels in Colorado River water.

Under a zero percent SWP Allocation, insufficient SWP supplies exist to meet normal potable demands in areas where Metropolitan depends on the SWP to meet its agencies' demands, nor can it serve SWP supplies to other agencies or replenish storage in Diamond Valley Lake.

WHEREAS, Metropolitan, Its Member Agencies, and Others in the Region Have Taken Extraordinary Steps to Reduce Demands and Bolster Supplies.

Metropolitan, in conjunction with its member agencies, counties, cities, and wholesale and retail water suppliers, decreased its potable water demands within its service area by 40 percent, roughly 80 gallons per person per day, since 1990.

Metropolitan invested $1.5 billion in conservation, local water recycling, and local groundwater recovery since 1990, resulting in the cumulative savings of nearly 7.3 million acre-feet.

Metropolitan invested more than $3.1 billion in increasing storage capacity with Diamond Valley Lake and conveyance capacity with the Inland Feeder to capture SWP supply when available for later use in dry years.

Local water suppliers and communities have also made multi-billion dollar strategic and forward-looking investments in water conservation (within and outside the MWD service area), water recycling, stormwater capture and reuse, groundwater storage, and other strategies to improve drought resilience.

Water conserved throughout the service area, among other things, helped preserve storage in Metropolitan's diverse storage portfolio during these dry conditions.

Continued action by Southern California residents to conserve water and extend local groundwater and surface water supplies will provide greater resilience if the drought continues in future years.

WHEREAS, Metropolitan and Its Member Agencies Have Taken Specific Actions to Preserve SWP Supplies.

Metropolitan recently invested in its delivery system to reduce dependency on SWP supplies and to improve operational flexibility allowing delivery of water from either of its two imported supply sources to most of the service area.

Metropolitan member agencies invested billions of dollars in investments to maintain existing, produce new and increase the utilization of local supplies and therefore decrease the use of SWP supplies.

Metropolitan member agencies have, where feasible, operated their systems to reduce Metropolitan's dependency on SWP supplies.

WHEREAS, Additional Actions Are Needed to Manage and Preserve SWP Supplies.

Despite the efforts made to date by Metropolitan, member agencies, and others in the region, additional actions are needed to manage and preserve SWP supplies.

As part of their required Urban Water Management Plans, all urban water suppliers and water wholesalers have identified voluntary and mandatory actions in their Water Shortage Contingency Plans (WSCPs) to prepare for and address various water shortage conditions. The Metropolitan Board of Directors believes that member agencies should review such WSCPs and immediately implement mandatory conservation measures to help address the SWP supply shortages.

The Metropolitan Board of Directors further believes that it is necessary and desirable to work closely with member agencies in identifying near-term actions that could be taken to address this regional drought emergency, in general, and the SWP supply shortages, in particular, and to grant the General Manager certain additional powers and authorities to assist in carrying out such actions promptly.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to the express and implied powers and authorities granted under The Metropolitan Water District Act (Statutes 1969, ch.209, as amended), the Board of Directors of The Metropolitan Water District of Southern California **HEREBY RECOGNIZES A STATEWIDE DROUGHT EMERGENCY AND DECLARES THAT SPECIFIED EMERGENCY CONDITIONS EXIST WITHIN THE METROPOLITAN SERVICE AREA**
Per this Declaration, the Board calls on all member agencies to:

(1) Review the adequacy of their past drought response measures.
(2) Make all reasonably practicable changes in their operations to reduce their use of SWP supplies.
(3) Immediately implement such conservation requirements, water-use efficiency measures,and drought-related limitations as are appropriate to reduce the use of SWP supplies, including those SWP supplies already in storage.

BE IT FURTHER RESOLVED that Metropolitan's General Manager is hereby directed to coordinate with the member agencies and bring to the Board for authorization, as appropriate, the following actions:

(1) Develop an appropriate regional message to communicate the status of the statewide drought emergency and specified emergency conditions within the Metropolitan service area, andthe need for continued conservation to the general public, businesses, stakeholders, industries, and public officials.
(2) Expand regional water use efficiency programs for the duration of this regional drought emergency, provided budget or grant funding is available.
(3) Identify and implement measures to ensure all portions of the service area attain a high level of reliability against multi-year, severe droughts. Measures include, but are not limited to, system improvements, local water supply development, new water storage opportunities, and water efficiency gains.
(4) Seek state funding and other resources for the region to accelerate conservation and supply programs.

BE IT FURTHER RESOLVED that notwithstanding anything in Metropolitan's Administrative Code to the contrary:

(1) The General Manager is hereby delegated authority to take such actions, enter such agreements, and secure such permits and approvals as he deems necessary to address the statewide drought emergency and specified emergency conditions within the Metropolitan service area to carry out the directives listed above, including:
    a. Agreements with member agencies and/or other public agencies to enhance local water production, recycling, conservation, and storage.
    b. Agreements with member agencies and/or other public agencies to purchase, transfer or exchange water supplies.
    c. Contracts to procure equipment, materials, services, and supplies.

d. Agreements to provide media buying and placement services for a water awareness and conservation advertising campaign.

(2) The General Manager is hereby designated as the decision-making body with respect to any actions taken, agreements entered, or permits and approvals secured pursuant to the above delegation of authority. In consultation with the General Counsel, the General Manager shall conduct any review and prepare, approve and/or certify any documentation that may be required under the California Environmental Quality Act.

(3) This delegation of authority is limited to drought-related actions and agreements that individually are less than $5,000,000 and collectively are less than $25,000,000.

(4) For purposes of this delegation of authority, any provisions of Administrative Code requiring prior Board review and approval are hereby waived. However, the General Manager shall report to the Board at its next regularly scheduled meeting the specific details of and justification for any actions taken, agreements entered, or permits and authorizations secured under this delegation of authority.

(5) Nothing in this delegation of authority shall be construed as waiving any other applicable requirements related to public and non-public works contracts as set forth in the state Public Contracts Code or Metropolitan's Administrative Code.

BE IT FURTHER RESOLVED that the duration of requested actions and the delegation of authority will automatically terminate when the drought state of emergency declared by the Governor has been lifted for all counties within Metropolitan's service area.

BE IT FURTHER RESOLVED that, should drought conditions persist or worsen in the coming months, Metropolitan's Board of Directors will consider declaring a water shortage emergency condition and imposing appropriate regulations, restrictions and penalties pursuant to California Water section 350 et seq., so as to conserve Metropolitan's water supplies for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California at its meeting held November 9, 2021.

Judy Abdo

Secretary of the Board of Directors
of The Metropolitan Water District
of Southern California

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RESOLUTION NO. 2033

RESOLUTION OF THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER DISTRICT CALLING FOR IMPLEMENTATION OF WATER CONSERVATION MEASURES TO REDUCE DEMAND BY 15% TO PRESERVE LIMITED STORAGE RESERVES

WHEREAS, Calleguas Municipal Water District (Calleguas or District) is a public agency and special district organized pursuant to the Municipal Water District Act of 1911, [California Water Code §§71000-73001]; and

WHEREAS, the mission of Calleguas is to provide the service area with a reliable supply of regional and locally developed water in an environmentally and economically responsible manner; and

WHEREAS, Calleguas is reliant upon deliveries of water imported by the Metropolitan Water District of Southern California (Metropolitan) from the California State Water Project (SWP), and is considered a SWP dependent agency within the Metropolitan service area; and

WHEREAS, on October 19, 2021, Governor Gavin Newsom proclaimed that a state of emergency exists in all California counties due to severe drought conditions, called on all local and regional water suppliers to implement Water Shortage Contingency Plans (WSCPs) that are responsive to local conditions considering the possibility of a third consecutive dry year, and re-doubled a call for all Californians to reduce their water use by 15 percent immediately; and

WHEREAS, on November 9, 2021, Metropolitan declared that specified drought emergency conditions exist within its service area and called on all member agencies to immediately implement conservation to reduce the use of SWP supplies; and

WHEREAS, a zero percent initial SWP allocation is expected for calendar year 2022, and current projections indicate that the final allocation will likely only reach 25 percent under a normal-weather scenario; and

WHEREAS, reducing demands in SWP dependent areas by 15 percent affords Metropolitan the level of conservation necessary to manage reserves through a low initial SWP allocation and allows for the 2022 water year hydrology to fully develop prior to the implementation of mandatory conservation; and

WHEREAS, Calleguas recognizes the diversity of its retail purveyors' water resource mix and independent authority to implement appropriate stages of their Water Shortage Contingency Plans consistent with overall goal of achieving a 15 percent demand reduction from year 2020 through voluntary and / or mandatory measures; and

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WHEREAS, the Board of Directors of Calleguas has adopted a Water Shortage Contingency Plan in accordance with California law, which is triggered during water shortage conditions and describes staged actions the District may take to manage demand and allocate available supplies; and

WHEREAS, Calleguas Ordinance 12 codifies rules and regulations for water service, including service during times of water shortage; and

WHEREAS, Calleguas' Water Shortage Contingency Plan has identified the following measures as potential measures for purveyors to achieve reductions in water demands:

- Restrict irrigation hours to evening and early morning hours.
- Prohibit non-essential irrigation (ex., golf courses and parks) and limit water use for essential irrigation.
- Restrict or disallow irrigation entirely.
- Disallow the use of water to fill ornamental lakes, ponds, pools, and fountains.
- Limit or disallow the washing of vehicles.
- Disallow the spraying of outdoor paved surfaces and using potable water for street cleaning.
- Restrict the use of water from fire hydrants for construction purposes.
- Implement a rate structure for charges and penalties for water use restriction violations.

NOW THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors of Calleguas Municipal Water District calls upon those purveyors receiving water from Calleguas to implement appropriate measures to achieve a 15 percent reduction in demands from 2020 to extend SWP storage reserves in order to provide the best possible opportunity to avoid mandatory emergency measures from Calleguas to manage health and safety demands in its service area.

BE IT FURTHER RESOLVED that should drought conditions persist or worsen in the coming months, Calleguas may consider declaring a water shortage emergency condition and imposing appropriate regulations, restrictions, and penalties pursuant to California Water section 350 et. seq. to implement mandatory actions to further preserve water supplies necessary to meet health and safety water demands.

ADOPTED, SIGNED AND APPROVED this seventeenth day of November, 2021.

DocuSigned by:
Steve Blois
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Steve Blois, President
Board of Directors

Res. No. 2033

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I HEREBY CERTIFY that the foregoing Resolution was adopted at the regularly scheduled meeting of the Board of Directors of Calleguas Municipal Water District held on November 17, 2021.

ATTEST:

DocuSigned by:

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Raul Avila, Secretary
Board of Directors (SEAL)

Res. No. 2033

UPDATE TO THE PUBLIC WORKS AND TRANSPORTATION COMMITTEE DROUGHT CONDITION REPORT OF OCTOBER 26, 2021

Public Works and Transportation Committee
December 14, 2021

Megan Schneider
Water Conservation and Outreach Supervisor

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee:

1. Recommend that the City Council approve the City stay in a Stage 2 water shortage condition pursuant to the City Council approved Resolution No. 14,741;

2. Provide feedback on the water conservation outreach, education, and enforcement plan; and

3. Provide feedback on a potential new resolution with the appropriate water shortage stage and conservation measures should a 0% allocation be finalized in Spring 2022.

BACKGROUND

- October 26, 2021 staff provided a drought condition update to the Public Works and Transportation Committee

- Staff now returns to address questions related to the City's conservation compliance, enforcement and penalties

- Provide update on the latest drought information

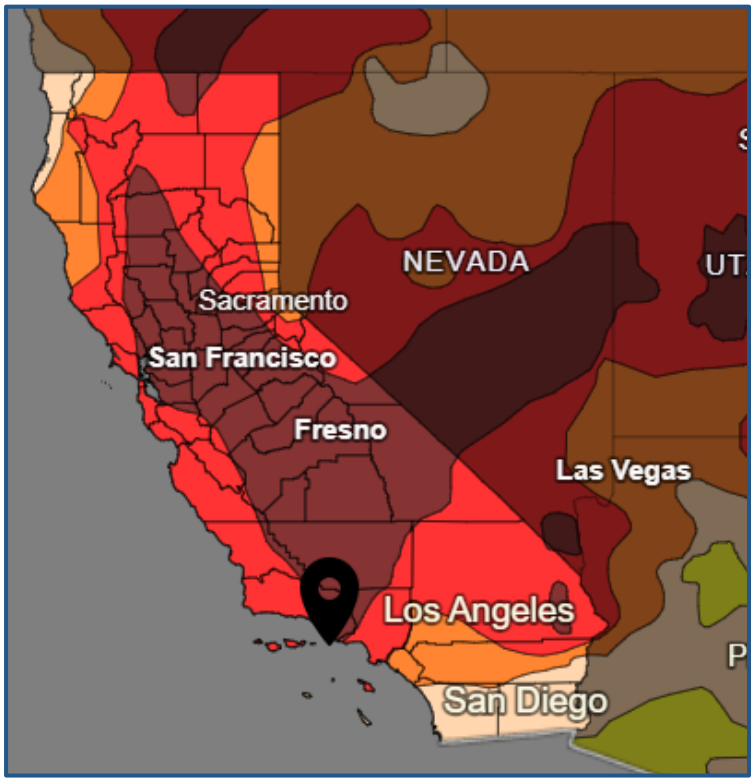


Image from droughtmonitor.unl.edu

LATEST DROUGHT INFORMATION UPDATE

- October 19, 2021 - Governor Newsom issued a proclamation expanding the drought emergency statewide
  - Water suppliers to implement water shortage contingency plans (WSCP) that are responsive to their local conditions

- November 9, 2021 - Metropolitan Water District (Met) declared a regional drought emergency calling on member agencies to:
  - Review the adequacy of their past drought measures
  - Make all reasonably practicable changes in their operations to reduce their use of State Water Project (SWP) supplies
  - Immediately implement such conservation requirements, water-use efficiency measures, and drought-related limitations as are appropriate to reduce the use of SWP supplies

- Met is anticipating an initial SWP allocation for 2022 to start as low as 0%

LATEST DROUGHT INFORMATION UPDATE *(continued)*

- November 17, 2021 - Calleguas Municipal Water District (CMWD) adopted a resolution calling on all purveyors to reduce water consumption demand by 15% compared to 2020 levels

- CMWD's potential measures for purveyors to enact to achieve reduction include:
  - Restrict irrigation hours to evening and early morning hours
  - Prohibit non-essential irrigation (ex., golf courses and parks) and limit water use for essential irrigation
  - Restrict or disallow irrigation entirely
  - Disallow the use of water to fill ornamental lakes, ponds, pools, and fountains
  - Limit or disallow the washing of vehicles.
  - Disallow the spraying of outdoor paved surfaces and using potable water for street cleaning
  - Restrict the use of water from fire hydrants for construction purposes
  - Implement a rate structure for charges and penalties for water use restriction violations

OXNARD'S EDUCATION AND ENFORCEMENT HIERARCHY

1st Violation	Courtesy Notice/ Educational Letter 7 day Post Letter Follow-up Phone Call	For a first violation, the city may give written notice of the fact of such violation to the customer by personal service, by delivery through regular United States mail addressed to the customer's residence, or any other means reasonably designed to notify the customer of the violation. The notice contains a description of violation, lists all prohibited water waste, and provides resources such as rebate information. Follow up to see if the customer has received the educational letter. Discuss if the issue has been addressed and offer additional information/resources.
2nd Violation	Letter - Warning of Penalty	Letter may contain a description of the facts of the violation, a statement of the possible penalties for violation and a statement informing the customer of his/her right to request an adjustment or an appeal.
3rd Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 25 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or $25, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
4th Violation	Penalty	A surcharge may be imposed on the customer in an amount equal to 50 percent of the most recent utility bill (exclusive of the sewer and refuse portion of the bill), or, $50, whichever is greater, payable as part of the utility bill for the location at which the violation occurred.
Additional Violations	Fine/Admin Cites	Impose such other penalty or fine as deemed appropriate by the City Manager, until such time that the City Manager determines that further violations are not likely to occur.

APPROACH TO OUTREACH AND ENFORCEMENT - PHASE 1

- Enhanced conservation messaging
  - Stage 2 restrictions emphasized
  - Coordinated regional messaging with CMWD and Met
  - English and Spanish

- Continued reporting of water waste by all Oxnard staff
  - Reported through 311 app or by email, waterconservation@oxnard.org, or by calling the Public Works call center at (805) 385-8136
  - All residents, Homeowners Associations (HOA), commercial establishments, municipal customers, and schools are required to follow the mandatory water conservation measures

- No staff actively patrolling for water waste

- Reports are logged and maintained by water conservation staff within the Water Division

PHASE 1 SUPPORTING DATA

- Historically, the informational and educational approach is well received by the Oxnard community
- During the past 12 months, 11 of 118 water waste reports required an additional follow-up
- Oxnard's overall water demand has declined:
  - From fiscal year 2014 to fiscal year 2020 there has been an average reduction in overall water use of 15%
    - 26,703 acre-feet in FY 2013-14
    - 21,847 acre-feet in FY 2019-20
- Staff recommends the Phase 1 education and enforcement process and remaining at Stage 2 Water Shortage Condition

APPROACH TO OUTREACH AND ENFORCEMENT - PHASE 2

- Staff recommends moving into Phase 2 of the outreach, education, and enforcement plan should a 0% SWP allocation be finalized in Spring 2022

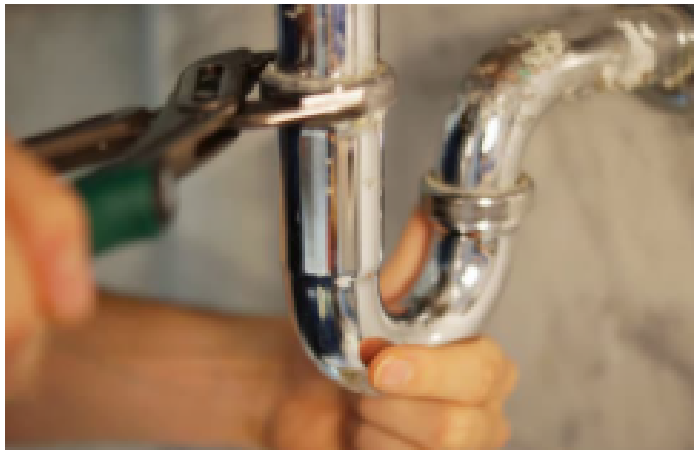
- Staff will bring back a new resolution with the appropriate water shortage stage and conservation measures
  - Water use for public health and safety only
  - No outdoor watering

- Messaging will be strengthened while following in line with CMWD and Met's outreach and education plan

- Water Conservation Ambassadors will be established to actively patrol for water waste violations

LEAK REPAIR

- Per City Code Sec. 22-136. all repairs shall be completed within 72 hours after discovery or notice



- Option to enact a 48 hour window for leak completion as a restriction under a declared drought shortage, Sec 22-154

- With Resolution No. 14,741, City Council did not elect to use the 48 hour window requirement for repairs of leaks

- Staff recommends that the City stay within the 72 hour leak repair window
  - Allows property owners time to obtain assistance of a professional and/or additional funding

LEAK REPAIR *(CONTINUED)*

- The City will be at the forefront of water stewardship:
  - Advanced meter infrastructure (AMI) installation project
    - Beginning early 2022
    - Additional tool to help residents manage water use/leak detection
  - Partnership between Parks and the Water Division
    - Staff will be performing water irrigation surveys to address irrigation leaks and aging infrastructure
    - Anticipates hiring contractors to assist with repairs, funding will be required
  - Water Truck Pilot Program
    - Utilizing water trucks to irrigate parkways and medians where irrigation systems are failing and inefficient
    - Data collected on efficiency

FINANCIAL ASSISTANCE FOR LEAKS

- Under Resolution No. 15,069 customers can request a one time credit adjustment over the lifetime of their account

- Should the PWTC recommend staff develop a different allowance process for billing adjustments related to water leaks, staff will come back with a recommendation

- Staff does not recommend making any adjustments to the current process that could promote owners unwillingness to permanently address water waste issues during this critical drought time

FINANCIAL IMPACT

There is no direct financial impact in receiving this report.

RECOMMENDATION

That the Public Works and Transportation Committee:

1. Recommend the City Council approve the City stay in a Stage 2 water shortage condition pursuant to the City Council approved Resolution No. 14,741;

2. Provide feedback on the water conservation outreach, education, and enforcement plan; and

3. Provide feedback on a potential new resolution with the appropriate water shortage stage and conservation measures should a 0% allocation be finalized in Spring 2022.

CITY OF OXNARD CALIFORNIA

QUESTIONS